

# General Terms and Conditions - Services Contract (“GTC-Services”)

the  
**OMNINET Software-, System- und Projektmanagementtechnik GmbH**  
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Germany

hereafter referred to as the “**Company**”.

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## § 1 Scope of application

- § 1.1 These General Terms and Conditions - Services Contract (“**GTC-Services**”) apply to contracts for all services concluded between the Company and their contractual partner.
- § 1.2 The scope of the GTC-Services is limited to the area of B2B and is applicable to contracts with consumers only to the extent that the General Terms and Conditions can be used for the interpretation of the respective individual contract within the framework of the statutory provisions.
- § 1.3 Unless otherwise stated, references in this contract always refer to GTC-Services.
- § 1.4 In addition, the General Terms and Conditions of the Company general part (“**GTC-GP**”) as well as the respective relevant GTC shall apply.

## § 2 Subject matter of contract, scope of services

- § 2.1 The Company supports the customer in the implementation of contractually defined projects of providing more closely agreed services.
- § 2.2 The Company does not owe any success. The responsibility for the implementation of the project (project management) lies, unless expressly agreed otherwise, exclusively with the customer.
- § 2.3 The Company will provide its services in accordance with the respective state of the art.
- § 2.4 The Company shall use adequate employees for the performance of the contractually agreed services. These employees are free to determine their place of performance and their time of performance insofar as this is not opposed by compelling work-related requirements of the customer and nothing else has been contractually agreed. The Company decides at its own discretion which employees it employs or replaces. The customer may express wishes regarding the selection of employees that the Company will take into account in its selection decision. The customer has no claim to the deployment of a certain Company’s employee.

- § 2.5 The Company may also commission sufficiently qualified third parties with the performance of the agreed services.
- § 2.6 The Company shall, as far as possible, provide the customer with evidence of the services provided by the Company in accordance with the contractual agreements. The customer is obliged to check these proofs of performance immediately and to inform the Company immediately in writing of any objections.
- § 2.7 Objections against the evidence submitted by the Company shall be substantiated in an easily comprehensible manner. An objection, which is not easily comprehensibly substantiated, shall not be deemed to be an objection.
- § 2.8 Unless a notice of objection is given within two (2) weeks after receiving the performance records from the customer, the services listed therein shall be deemed to be in accordance with the contract.

### **§ 3 Additional services**

- § 3.1 All services which are provided at the request of the customer but which are not included in the individual contract and its annexes are deemed to be “**additional services**”.
- § 3.2 The customer shall remunerate additional services separately. Unless the contracting parties reach a separate agreement on the remuneration, the additional services including any additional costs shall be remunerated in accordance with the Company’s price list valid at the time.

### **§ 4 Property rights, rights of use**

- § 4.1 To the extent that the Company acquires copyrights or industrial property rights in the course of the provision of the services, the customer shall receive a non-exclusive, temporally and spatially unrestricted, non-transferable right of use therein.
- § 4.2 The granting of this right of use shall be deemed to have been satisfied upon payment of the contractually agreed remuneration.

### **§ 5 Remuneration**

- § 5.1 The services to be provided by the Company shall be remunerated by the customer according to the time spent. Daily or hourly rates shall apply within the scope of the usual business hours/office hours.
- § 5.2 Reference is made to § 1.4 GTC-GP.
- § 5.3 In addition to the remuneration, the customer shall reimburse expenses, in particular expenses, travel and accommodation costs of the Company’s employees which are necessary for the progress of the project or which were caused by the customer. The customer shall pay all taxes, charges, customs duties, costs of payment transactions and line costs possibly incurred in connection with the performance of the service. Travel times of the Company’s employees shall be reimbursed to the Company at the agreed hourly rate.