

GENERAL BUSINESS CONDITIONS

of

msg Plaut Austria GmbH („msg Plaut“)

for the Provision of Services and for Works Contracts

1. Introduction

1.1 These General Business Conditions („GBC“) shall govern all services and supplies of msg Plaut including all consulting-, assistance- and works contracts including the supply of individual software. All details concerning such services and supplies as well as all provisions in connection therewith shall be agreed in individual agreements (“**Individual Agreements**“).

1.2 The supply, installation and maintenance of hardware as well as the granting of rights to use, installation and maintenance of software shall – unless expressly agreed otherwise – not be governed by these GBC. They can be agreed by separate legal agreements, in addition other general business agreements of msg Plaut apply to them.

1.3 msg Plaut shall only be obliged to render and/or supply such main and ancillary services and supplies as expressly agreed in writing; services and/or supplies expected by the CUSTOMER, but not expressly agreed to are not owed by msg Plaut.

1.4 These GBC shall apply to all modifications or amendments agreed in connection with a contractual relationship subject to these GBC unless the parties agree differently in writing; this requirement of writing can only be waived in writing.

1.5 General business conditions of the CUSTOMER shall not become part of the contractual relationship, even if msg Plaut does not expressly object to them.

1.6 Section 20 contains definitions of certain terms used in these GBC.

2. Subject Matter of these GBC

2.1 These GBC govern all consulting-, assistance and other service and works agreements to the extent these GBC do not expressly provide that other msg Plaut business conditions shall be applicable. These GBC govern, amongst others, the supply of or assistance with the preparation of organizational concepts, of analyses and specifications, of individual software and additional software, furthermore the customizing of standard software, the installation and putting into operation of software and networks, the creation and implementation of interfaces as well as the preparation and/or carrying-out of data migration as well as any assistance or training in connection therewith.

2.2 The place for supply or rendering of the service as well as any deadlines and the term of a contract shall be agreed in the Individual Agreement. In an Individual Agreement, the

contractual parties can also agree on a timetable and/or project plan for the supply and/or rendering of the agreed services.

2.3 Any requirements of the CUSTOMER to the services and supplies of msg Plaut shall be provided by the CUSTOMER in writing, for example, in the form of specification requirements. The implementation of the requirements must be contractually agreed in writing in the form of a performance specification. The performance specification shall be an integral part of the Individual Agreement, in the hierarchy of agreements it shall prevail over the Individual Agreement and the GBC.

2.4 To the extent the specification requirements for the services and supplies of msg Plaut are not undertaken by the CUSTOMER itself, msg Plaut shall – against additional remuneration – provide assistance to the CUSTOMER, in particular in connection with the preparation of the performance specification. The performance specification prepared together by the parties must be approved in writing by the CUSTOMER. Any later requests for changes or additions shall be dealt with in connection with change management (4.) and shall be agreed separately

3. Project Management

3.1 The rendering of service and supply of works, in particular in the context with a project, requires a close cooperative partnership between the contractual parties. In an Individual Agreement or at the beginning of a project, both contractual parties shall nominate one or more contact persons as well as a project manager. The project managers shall be able to make decisions on short notice.

3.2 Each project manager is responsible for the steering, management and supervision of its own project team; to the extent necessary, he will be assisted by the project manager of the other project team in this regard.

3.3 In case of services and works, under assistance of the CUSTOMER's project manager, msg Plaut's project manager shall in regular intervals document the progress of the rendering of services and supplies by msg Plaut and shall make appropriate status reports available to the CUSTOMER. Such status reports shall inform, in particular, about the then-current status of the works, any deviations from project plans and any change requests.

3.4 The contractual parties shall institute a project steering committee to steer and supervise the contract implementation. The steering committee shall be responsible for making decisions on issues submitted by the project managers, furthermore for the supervision of project progress. The steering committee shall meet whenever requested by a project manager, in addition periodic meetings can be provided for in the respective Individual Agreement.

3.5 Details concerning project teams, project managers as well as their duties shall be provided for in the respective Individual Agreement; this also shall apply to the implementation of a project steering committee as well as its composition and detailed responsibilities.

3.6 Any decisions made, whether by the project manager or by the project steering committee shall only become binding if they have been made or confirmed in writing.

3.7 Even if employees of msg Plaut provide services at the location of the CUSTOMER, exclusively msg Plaut shall have the authority to give instructions to these employees and msg Plaut shall have the exclusive organizational control.

3.8 Exclusively msg Plaut shall have the right to select employees to participate in any particular project, msg Plaut shall also have the right to substitute any employees used with other employees with equivalent qualifications. However, msg Plaut shall use best efforts to only exchange the project manager for important reasons.

3.9 msg Plaut shall have the right to use third parties to carry out or supply any contractually-agreed services or works.

4. Changes in Scope of Services and Works

4.1 During the term of any Individual Agreement, either party may in writing suggest changes or additions to the scope of services or supplies („Changes”) to the other contractual party. Simultaneously with any suggestion for a modification or addition by msg Plaut, msg Plaut shall inform the CUSTOMER under which conditions (costs, impact on content and deadlines etc.), msg Plaut can undertake the suggested change. In case of requests for change or additions by the CUSTOMER, msg Plaut shall inform the CUSTOMER quickly after receipt of the change request whether and under which conditions (costs, deadlines, impact on content etc.) msg Plaut will carry out this suggested modification or addition.

4.2 If requests of the CUSTOMER for changes or additions require extensive review by msg Plaut, msg Plaut shall have the right to invoice its services in connection with the review in accordance with its general remuneration rates applicable at such time.

5. Cooperation by the CUSTOMER

5.1 The CUSTOMER shall ensure that all necessary and appropriate assistance and supplies (e.g. information, documentation, resources, technical prerequisites, system environment, test system, test data, test cases etc.) and any cooperation (e.g. with specifications, tests, acceptances etc.) of or by the CUSTOMER shall be provided timely, in the required scope and free of costs to msg Plaut, furthermore in full and free of defects. msg Plaut shall not be obliged to review the technical or customer-specific input as well as the test data and test cases for their logical content (accuracy, completeness etc.) or for their suitability.

5.2 The purchase, making available and operation of third-party software components (hardware, software) shall fall exclusively within the scope of responsibility of the CUSTOMER, furthermore its suitability for the purposes of the respective Individual Agreement. Upon express and written request of the CUSTOMER, msg Plaut will inform the CUSTOMER whether certain system components used or to be obtained

by the CUSTOMER are – in principle – suitable for the contractual software.

5.3 The CUSTOMER shall ensure the availability of competent contact persons for technical and professional issues as concerns the respective requirements, in particular as concerns the mutually-agreed project plan.

5.4 In order to ensure a quick and effective project implementation, the CUSTOMER shall make the necessary employees available as required during the respective project phases and/or to free them from other activities or responsibilities.

5.5 The CUSTOMER will ensure that its employees are present in project workshops and that participants shall to the extent possible refrain from interruptions and extra activities (e.g. telephone calls, answering of e-mails etc.) and that decisions shall be made by the CUSTOMER in the respective workshop itself or the latest within two working days after the respective workshop, in order to allow for an efficient and timely project implementation. Any modification of decisions made shall be considered as a change within the meaning of article 4.

5.6 The productive (or live) system, on which the software (which is the subject matter of an Individual Agreement) is installed and which is put into operation shall be made available by the CUSTOMER; in addition, the CUSTOMER shall make a suitable test system available for implementation, training and for test cases. The CUSTOMER shall be responsible for the installation on its system, unless the contractual parties agree differently and expressly in an Individual Agreement.

5.7 The CUSTOMER shall, as required, assist the employees of msg Plaut and its subcontractors with any work at the location of the CUSTOMER, including the making available of necessary personnel and necessary technical prerequisites and shall further make any necessary work space and resources available.

5.8 Data carriers and other technical material made available by the CUSTOMER must be free of defects, both as concerns content as well as in all technical regards.

5.9 The CUSTOMER shall take appropriate precautions for the case that its systems do not, in full or in part, work in an orderly manner, e.g. by means of continuous data backup as well as by periodic review of the results produced by the system.

5.10. The obligations of the CUSTOMER to cooperate and to make the above available are material obligations of the CUSTOMER. Should they not be fulfilled timely or in the agreed manner by the CUSTOMER, any consequences following therefrom (such as delay or additional costs) shall be borne by the CUSTOMER. The price and project calculation, on which an Individual Agreement is based, presumes the orderly fulfillment of such obligations by the CUSTOMER.

5.11 Any further details concerning obligations of the CUSTOMER to cooperate or to grant assistance or to make resources available shall be provided in the Individual Agreement.

6. Acceptance

6.1 In case of works contracts, msg Plaut can submit its services or supplies or partial services or supplies for acceptance (declaration of readiness for acceptance). Partial supplies or partial services, which are capable of acceptance, are self-contained phases of fulfillment of services or supplies specified in an Individual Agreement or in other contractual agreements, further self-contained and therefore functional parts, as well as individual analyses and documents such as solution designs. Irrespective thereof, the contractual parties can further specify acceptances and partial acceptances of services or supplies in an Individual Agreement or in project plans, they can also provide for test and acceptance criteria. Any work product provided to a CUSTOMER for testing purposes shall be tested by the CUSTOMER without delay.

6.2 After msg Plaut has declared its readiness for acceptance, the CUSTOMER shall undertake the (partial) acceptance of the services/supplies of msg Plaut without delay; msg Plaut has the right to participate in the test procedures.

6.3 The partial acceptance of the last supply/service in connection with an Individual Agreement shall be considered as a final acceptance of all services/supplies under the Individual Agreement.

6.4 The acceptance must be completed within 30 days and shall commence as soon as the respective service/supply is made available by msg Plaut for acceptance/partial acceptance. If the CUSTOMER does not notify msg Plaut in writing of any material defects within the acceptance term, the service/supply shall be considered as accepted; the same shall apply if the service/supply shall only be subject to immaterial defects or is used in productive operation. Defects shall be considered as material defects, which make impossible the use of the agreed supply/service or only allow such use only with material restrictions. Any obligation of msg Plaut to remedy a defect pursuant to warranty provisions shall not be affected thereby.

6.5 Defects shall be entered into a protocol by the CUSTOMER distinguishing between material and immaterial defects. A defect shall be considered as acknowledged by msg Plaut if such has been expressly confirmed by the project manager of msg Plaut in the acceptance protocol and this acceptance is signed by him.

6.6 If msg Plaut shall not be able – for reasons, which fall in its scope of responsibility – to prove the agreed characteristics or the remedy of material defects although two the additional time periods (each of reasonable duration) have been granted by the CUSTOMER and have expired, then the CUSTOMER can, after such terms have passed, cancel the agreement as concerns the affected supply/service parts or demand a reduction in remuneration, only, however, if the CUSTOMER has threatened this consequence of non-fulfillment (cancellation or price reduction) when granting the last additional time period.

7. Rights to Results

7.1 All copyrights, patent- and other intellectual property rights to/in connection with any programs, program adaptations, interfaces, documentation and other results individually prepared by msg Plaut for the CUSTOMER against remuneration in the context of these GBC, shall exclusively and without limitation be accorded to msg Plaut. The CUSTOMER shall receive the same rights of use thereto as to the standard software acquired from msg Plaut by means of a separate agreement, to which the results belong; if such license does not exist, then the CUSTOMER shall receive a non-exclusive, time unlimited, non-transferable right to use such exclusively for its own purposes.

7.2 Therefore, if individual software is created, the CUSTOMER shall have no right to the source code and to the development documentation, but shall only receive the machine code as well as user documentation as agreed in the Individual Agreement.

7.3 Further or other details concerning the rights to individual software shall be included in an Individual Agreement.

8. Remuneration/Payment Conditions

8.1 Unless expressly agreed differently in an Individual Agreement, both in case of provision of services and in case of works contracts, remuneration shall be determined on the basis of time and materials. The applicable remuneration rates and rates for out-of-pocket expenses and other details shall be set forth in the Individual Agreement. If remuneration is agreed on the basis of time and materials, msg Plaut shall submit monthly invoices. Unless agreed differently in the Individual Agreement, msg Plaut shall have the right to increase the remuneration rates and the rates for out-of-pocket expenses at the beginning of each calendar year by no more than twice the then current increase in the Austrian consumer price index of the respective preceding calendar year (comparative values CPI January to December, for the first contract year CPI of the month of contract conclusion until December).

8.2 If – as at the time of the conclusion of the Individual Agreement a detailed estimate of time and material has already been made for the provision of services or a works contract – a lump-sum remuneration is agreed, msg Plaut may demand prepayment or partial payments; the amount and due dates of such payments shall be set forth in the Individual Agreement.

8.3 In any case, in addition to the agreed price, msg Plaut shall have the right to compensation of costs (out-of-pocket expenses, travel expenses etc.) in accordance with the agreed rates, if such are not agreed, then according to the then-current rates for the out-of-pocket expenses of msg Plaut.

8.4 If the actual time and materials of msg Plaut and/or of its subcontractor exceed the prices, which have been agreed based upon an estimate of time and materials, due to incomplete or incorrect information or failure to provide the required cooperation from or by the CUSTOMER, msg Plaut has the right to a reasonable increase of the originally-agreed remuneration. Additional costs and work for modifications or

additions to the requested scope shall be compensated according to time and materials in the context of change management, unless the contractual parties agree differently in an individual case.

8.5 All prices shall be net, exclusive of value-added-tax in the legal amount.

8.6 All invoices shall be payable within 14 days after submission without deduction.

8.7 The CUSTOMER shall not be entitled to offset any claims if may have against msg Plaut, to withhold any payments on the basis of claims against msg Plaut unless they have been acknowledged by msg Plaut in writing or have been determined as valid by a final court decision, furthermore to withhold any obligations of the CUSTOMER.

8.8 The compliance by the CUSTOMER with agreed payment dates shall be a material prerequisite for the (continued) contractual performance by msg Plaut. In case agreed payments are not made timely, msg Plaut shall have the right to choose either to suspend any further works, to cancel the respective Individual Agreement in whole or in part or to rescind the Individual Agreement.

9. Maintenance of Individual Software

9.1 The maintenance of standard software shall not be governed by these GBC, but shall be governed by different general business conditions.

9.2 Whether and under which conditions and to which extent msg Plaut shall provide maintenance in connection with individual software shall be set forth in the respective Individual Agreement.

10. Application of these Conditions

10.1 For all provisions of services and all works contracts of msg Plaut as well as for any precontractual business contacts exclusively these GBC shall apply, unless provided differently in these GBC. Other conditions shall not become part of the agreement, even if msg Plaut does not expressly object.

10.2 Offers of msg Plaut are non-binding and revocable, unless the offer is expressly and in writing stated to be irrevocable.

10.3 In case of contradictions between an Individual Agreement and these GBC, the Individual Agreement shall prevail.

10.4 Individual Agreement and other agreements, which are subject to these GBC, shall only be legally binding and legally effective if they have been properly signed by msg Plaut.

11. Deadlines and Terms

11.1 Deadlines and terms for the provision of services and works contracts shall only be binding if msg Plaut and the CUSTOMER have expressly agreed in writing that they shall be binding in any individual case.

11.2 If msg Plaut needs to wait for the provision of assistance, of cooperation or of information from the CUSTOMER or if msg Plaut is in any other manner without its fault hindered in rendering performance, then the agreed deadlines and terms shall be extended by the duration of the hindrance together with a reasonable start-up time after the end of the hindrance. Any other legal rights or claims shall not be affected thereby.

11.3 Unforeseen events and other circumstances for which msg Plaut is not responsible, such as force majeure, pandemic, war, warlike events or other disturbances, sovereign measures, the imposition of sanctions affecting the service in question or strikes, etc., shall release msg Plaut from its obligation to provide the service or to comply with deadlines and service periods for their duration. In this case, msg Plaut shall inform the CUSTOMER as soon as possible of the suspension of performance, stating the respective reason. msg Plaut shall resume performance as soon as the obstructive event no longer exists. If the service suspension lasts longer than 60 days, msg Plaut shall be entitled to withdraw from the contract in whole or in part. Claims for compensation of whatever kind by the CUSTOMER shall be excluded in this case.

12. Risk of loss/Warranty

12.1 With the supply/rendering of performance to the CUSTOMER or any third party nominated by the CUSTOMER, the risk of loss passes to the CUSTOMER.

12.2 msg Plaut warrants that at the time of performance of the contractual obligation, the contractual object shall be free of defects, which hinder or reduce its suitability as compared to the agreed performance specification. No warranty is given that the supply is suited for a particular purpose or has any particular qualification. Immaterial deviations from the performance specification shall not be taken into consideration. No warranty claims can be based on information contained in catalogues, brochures, advertisement or other written or oral statements, unless they have expressly been included into the Individual Agreement.

12.3 Before productive use, the CUSTOMER will test the supplies and deliveries of msg Plaut to ensure that they are free of defects and that they can be used. The CUSTOMER shall notify msg Plaut without delay of any defects in writing and including useful information to enable msg Plaut to recognize the defect. Only defects, which can be reproduced, shall be remedied. The CUSTOMER shall bear the burden of proof that a defect was present at the time of the rendering of service/time of delivery.

12.4 For the purpose of investigating possible defects, the CUSTOMER shall be obliged to make the computer system used by it (in case of systems with online access to other terminals also the respective connection) software, protocols,

diagnosis documentation and data available to msg Plaut during normal working hours free of charge, as is reasonably required for testing purposes. The CUSTOMER shall assist msg Plaut in investigating defects and causes for such defects. If it cannot be proven that the defect falls within the scope of responsibility of msg Plaut, msg Plaut shall invoice the CUSTOMER for its services in this regard in accordance with the usual compensation and out-of-pocket rates of msg Plaut.

12.5 msg Plaut shall primarily fulfill its warranty obligations by correction of defects. The correction of defects shall be undertaken by remedy of the defects or by msg Plaut showing possibilities to avoid the effects of the defect. Substitute performance (= remedy of defects by the CUSTOMER or by third parties instructed by the CUSTOMER) is excluded.

12.6 msg Plaut shall not provide warranty if the notice of defect has not been submitted without delay and in writing, if the defect is caused by defective or incomplete information or inadequate assistance or cooperation of the CUSTOMER or if the supplies and services of msg Plaut have been modified by the CUSTOMER or third parties without prior approval of msg Plaut; for suppliers and services of the CUSTOMER or third parties msg Plaut does not provide any warranty.

12.7 If msg Plaut – despite with repeated efforts and at least two additional reasonable time periods granted by the CUSTOMER in writing – fails to remedy the defect or cannot circumvent it in such a manner that the supply or service can be used according to agreement, the CUSTOMER has the right in compliance with the legal requirements to demand the reduction of the agreed remuneration (except in case of immaterial defects), shall have the right to cancel the contract in case of material defects or to terminate the agreement without observation of a notice period if the CUSTOMER has threatened such consequence of non-fulfillment (e.g. cancellation of contract) in the last granting of an additional time period. Further warranty rights are excluded.

12.8 The warranty period shall amount 12 months, beginning with the acceptance or partial acceptance or, if there is no acceptance, with the supply or the rendering of the service.

12.9 There shall be no warranty for the provision of services, the object of which is not the achievement of specified results.

13. Damage Claims

13.1 msg Plaut shall be liable for damages only in case of intent or in case of gross negligence; liability for slight negligence is excluded. The CUSTOMER shall bear the burden of proof that any damages have been caused by msg Plaut by intent or by gross negligence. Any liability of msg Plaut is limited in amount to the remuneration agreed with the CUSTOMER for the supply or service directly causing the damage. In no case shall msg Plaut be liable for lost profits, for savings expected but not attained, for indirect damages or for consequential damages as well as for damages to stored data.

13.2 The CUSTOMER shall ensure such conditions within its scope of responsibility to keep the damages as low as possible, e.g. by means of daily data securing or by means of con-

tinuous review of results.

13.3 Damage claims shall be time-barred within 12 months after the damage and of the party responsible for the damages have become known.

13.4 The above limitations on liability shall also apply in case of a retroactive cancellation or recession of a contract or of a part of a contract.

13.5 The limitation of liability pursuant to section 13 has been taken into consideration in calculation of the prices/remuneration rates.

14. Intellectual Property Right of Third Parties

14.1 If the intellectual property rights of third parties have been violated by contractually agreed use of software, software modifications, documentation or other results (“Results”) prepared or made available of msg Plaut, and if the CUSTOMER has – in a legally final manner – been prohibited from using in full or in part such Results or if – in the opinion of msg Plaut or its third-party licensors – such is threatened, msg Plaut shall at its own expense and after consultation with the supplier of the software/third party licensors either (a) obtain for the CUSTOMER the right of use or (b) create the respective Results free of intellectual property rights of third parties or (c) substitute the respective Results by others which create similar outcomes, but do not violate any third-party intellectual property rights. If such measures should be impossible or economically unfeasible, msg Plaut shall refund the remuneration attributable to the respective Results, less reasonable fees for the use for the time up until the termination of use; upon request of msg Plaut, the CUSTOMER shall without delay cease to use the respective Results.

14.2 msg Plaut shall defend the CUSTOMER against all claims, which arise out of a violation of an intellectual property right by the contractual use of the Results made available or supplied by msg Plaut to the CUSTOMER. msg Plaut shall assume any costs and damages imposed on the CUSTOMER by a court (within the limitation of liability provisions of section 13) to the extent the CUSTOMER notifies msg Plaut of such claims raised without delay and in writing and msg Plaut/the software suppliers or the third-party licensors have been accorded all rights of defense and settlement negotiations and if the CUSTOMER appropriately assists msg Plaut/the software supplier or third-party licensor and assigns/transfers to them the respective necessary rights and claims to legal enforcement. The CUSTOMER may not, without prior consent of msg Plaut, acknowledge any claims of third parties.

14.3 Section 13 shall apply by analogy to all damage claims of the CUSTOMER vis-à-vis msg Plaut in connection with the violation of intellectual property rights of third parties.

15. Confidentiality and Data Protection

15.1 The contractual parties shall be obliged to keep all information received concerning software, data, documentation and other information, of which they have obtained knowledge or which has become available to them in the course of the contractual relationship in confidence. Confi-

dential information may exclusively be used for the purposes of the respective Individual Agreement. This obligation shall continue also after the termination of the contractual relationship without time limitation.

15.2 The obligation of confidentiality pursuant to section 15.1 shall not apply to information which (a) is publically available or was already known to the contractual parties earlier; (b) has been developed by one of the contractual parties independently without knowledge of the equivalent information of the other party or without use thereof; (c) has been made public by a third party, which is not subject of the confidentiality obligation or (d) must be disclosed based on legal provisions or the requirements of public authorities, however in the last case, such fact must be notified to the other party in advance and in writing.

15.3 The contractual parties shall be obliged to impose this confidentiality obligation on all employees and subcontractors.

15.4 Both parties shall comply with the applicable data protection provisions.

16. Duty of Information, Loyalty

16.1 Both parties shall keep each other informed without delay concerning circumstances of any kind, which could substantially hinder the rendering of performance or the project progress irrespective of whether such lies within its own scope of responsibility, within the scope of the other contractual party or of a third party. Circumstances are excluded from this obligation of information, which are obviously known to the other contractual party.

16.2 The contractual parties are obliged to mutual loyalty.

17. Obligation to Refrain from Solicitation

17.1 The contractual parties shall be obliged to neither directly nor indirectly solicit or employ persons working for other contractual party (whether there employed or not) nor subcontractors during the term of the contract and for a term of 12 months thereafter.

17.2 In case of a violation against the obligation of section 17.1, the violating party shall pay to its contractual partner a contractual penalty in the amount of the latest gross yearly salary of the respective person employed by it or in the amount of the turnover generated with the annual services of the subcontractor concerned. The right to claim any further actual damages beyond such penalty and other rights shall not be affected thereby.

18. Jurisdiction, Governing Law

18.1 All disputes arising out of an agreement, which is subject to these GBC, including any disputes concerning its existence or non-existence, shall be exclusively decided by the court with subject-matter jurisdiction in Vienna, Austria.

18.2 All agreements subject to these GBC, including the issue

of their enforceability, shall be governed exclusively by substantive Austrian law under exclusion of its conflicts-of-law provisions and under exclusion of the United Nation Convention on Contracts for the International Sale of Goods.

19. Final provisions

19.1 Any assignment of rights or any transfer of obligations arising out of an Individual Agreement by the CUSTOMER requires prior written approval of msg Plaut.

19.2 The invalidity of any individual contractual provision shall not lead to the invalidity of the entire agreement. The invalid provision shall be replaced by a valid and enforceable provision, which approximates the invalid provision as closely as possible.

19.3 Any modifications or amendments to these GBC or to any Individual Agreement must be in the written form, this also applies to any waiver of the written form.

19.4 msg Plaut hereby informs the CUSTOMER that employees of msg Plaut are not authorized to make any oral agreements, ancillary agreements or warranties, which exceed the content, scope or other conditions of an Individual Agreement.

20. Definitions

Acceptance shall be such procedures as described in more detail in section 6 of the GBC.

Individual Agreement: Each agreement, which is concluded between the contractual parties on the basis of these GBC.

Individual software: Software (modifications of code or additional code), which is created by msg Plaut based on the agreed specific requirements of the CUSTOMER.

Material defect: A defect, which hinders or substantially make more difficult the orderly use of the respective supply or service.

Performance specification: Requirements and any description of services, to which the contractual parties agree and which become an integral part of the respective Individual Agreement.

Provision of Services: Such services of msg Plaut, the object of which is not the achievement of specified results.

Works: Performances of msg Plaut, the object of which is the achievement of specified results.