AKI GmbH
Otto-Hahn-Straße 12 – 40670 Meerbusch – Tel.: +49 (0)2159 918-0

General Terms and Conditions of Contract of AKI GmbH (Provider) for Works Contracts -WV AKI-

(Version 1.2E – July 2026)

1. Subject matter of the contract and description of services

1.1 The Provider shall render the work performance exclusively in accordance with the conditions agreed in the contract and hereinafter against the contractually agreed remuneration.

1.2 The Provider shall only be responsible for success insofar as:
a) the relevant criteria were specifically and conclusively defined in the service description in terms of scope and effect at the time the contract was concluded and have become the subject of the contract (agreed performance criteria) and
b) the Customer fulfils his obligations to cooperate in a timely and proper manner; unless these have no effect on the performance of said service.

1.3 The service description is based on the technical and functional requirements of the Customer, as communicated by the Customer. In particular, the service description conclusively reflects the agreed performance criteria (Clause 1.2 a) and any test criteria to be applied for this purpose. Changes to the service description shall only be made in accordance with Clause 4. Any analysis, planning and consulting services for the service description shall only be provided by the Provider on the basis of a separate contract.
Unless already agreed in the service description, the contracting parties shall agree on the test means – such as test cases to be carried out for their verification on the basis of the agreed performance criteria – by a date agreed in the contract, otherwise by no later than two weeks after signing of the contract (Clauses 6.1 and 6.5 c).
Insofar as the test means have not been agreed by two weeks after the date foreseen for this purpose, the Provider may, for its part, define suitable test means in a binding manner. The interests of the Customer shall be taken into account appropriately.

1.4 Insofar as the Provider does not owe a predefined level of success under a contract for work and services, the DL AKI (Terms and Conditions of Contract for Services) shall apply, unless otherwise agreed.

2. Cooperation of the contracting parties

2.1 The points of contact (Clause 3.1 of the AV AKI) shall take the decisions connected with the performance of the contract without delay and shall be available for the receipt and issuance of necessary information.
The decisions of the points of contact shall be documented.

2.2 The place of performance shall be the registered office of the Provider, unless otherwise agreed.

3. Duties to cooperate

3.1 The Customer shall ensure that the documents, information and data necessary for the provision of the service are available to the Provider completely, correctly, in good time and free of charge, unless owed by the Provider. The Provider may assume that these documents, information and data are complete and correct, except to the extent that it recognises (or must recognise) that they are incomplete or incorrect.

3.2 The Customer shall hand over the test means defined in Clause 1.3 in a timely and proper manner. If the Customer is in default with said handover, the Provider shall be entitled to create (or procure) suitable test means at the Customer's expense.

3.3 The Customer shall report defects, in particular, in accordance with Clause 3.4 of the AV AKI.

4. Procedure for changes in performance

Both contracting parties may propose changes to the service description (Clause 1.3) and service provision. The following procedure is agreed for this purpose:

4.1 The Provider shall view a change proposal from the Customer and inform the Customer whether or not an extensive review of this change proposal is required.

4.2 If an extensive review of the change proposal is required, the Provider shall inform the Customer within a reasonable period of time of the expected time required for this and the associated remuneration. The Customer shall issue (or reject) the review order within a reasonable period of time.

4.3 If an extensive review of the proposed modification is not required or the commissioned review has been completed, the Provider shall either
a) submit a written offer to implement the changes (change offer). The change offer shall contain, in particular, the changes to the service description and their effects on the performance period, the planned dates, the test means and the remuneration; or
b) issue the notification that the proposed change is not feasible for the Provider within the scope of the agreed services.

4.4 The Customer shall either reject a change proposal within the acceptance period (binding period) stated therein, or accept it in writing or in another form. The Customer shall notify the Provider of any rejection without delay.

4.5 The Provider and the Customer may agree that services affected by a proposed change shall be suspended until the review is completed, or – insofar as a change offer is made – until the expiration of the binding period.

4.6 Until acceptance of the change offer, the work shall continue on the basis of the previous contractual agreements. The performance periods shall be extended by the number of calendar days on which the work was interrupted in connection with the change proposal or its review. The Provider may claim reasonable remuneration for the duration of the interruption (Clause 4.5), except to the extent that the Provider has otherwise deployed (or maliciously failed to deploy) its employees affected by said interruption.

4.7 The amendment procedure shall be documented in writing or in text form on a form provided by the Provider at the Provider's request, unless otherwise agreed. Any amendment to the contractual agreement, in particular, to the service description, shall be agreed in writing.

4.8 Clauses 4.2 to 4.7 shall apply mutatis mutandis to the Provider's proposals for changes.

4.9 Proposals for changes shall be addressed to the point of contact (Clause 2.1) of the contracting party.

5. Rights of use

5.1 The Provider hereby grants the Customer the non-exclusive right to use the service results, which the Provider has provided and handed over to the Customer within the scope of the contract for its own internal purposes within the scope of the contractually stipulated purpose of use on a permanent basis. A transfer of the rights of use to third parties shall only be permissible with a complete relinquishment of the Customer's rights. The Customer shall be obligated to impose the obligations and restrictions of use incumbent upon him on the third party. This applies, in particular, to the obligations set out under Clause 5.4. The Customer shall confirm the relinquishment of his own use in writing at the request of the Provider.

5.2 In all other respects, all rights shall remain with the Provider.

5.3 The Customer shall notify the Provider without delay if it becomes aware that unauthorised access (or use) is imminent, or has occurred within the scope of its influence. The Provider shall be entitled to take appropriate technical measures to protect against non-contractual use. The use of the services in accordance with the contract may not be significantly impaired as a result.

5.4 The Customer may not do anything that could encourage unauthorised use. In particular, he may not attempt to decompile the programmes unless he is entitled to do so pursuant to Section 69d German Copyright Act (UrhG) for interfaces to software not to be supplied by the Provider. Before decompiling, the Customer shall first request the necessary information from the Provider.

5.5 The Provider may revoke the Customer's right of use, if the Customer violates restrictions on use to a not inconsiderable extent, or other regulations to protect against unauthorised use. The Provider shall set the Customer a grace period for remedial action beforehand. In the event of repetition (and in the event of special circumstances which justify immediate revocation after weighing up the interests of both parties), the Provider may also issue said revocation without setting a deadline. The Customer shall confirm the cessation of use vis-a-vis the Provider in writing after said revocation. The Provider shall grant the Customer the right of use again after the Customer has stated and assured in writing that there are no longer any violations of the right of use, and that any previous violations (and their consequences) have been eliminated.

6. Acceptance

6.1 The Customer shall declare acceptance within a reasonable acceptance period set by the Provider. As a rule, a period of no more than 14 calendar days shall be deemed reasonable, unless another acceptance period has been agreed. The acceptance period shall be set in writing. During the acceptance period, the Customer may ascertain that the work performances are in accordance with the contract, if necessary by means of the test equipment (Clause 1.3).

6.2 Unless otherwise agreed, a notified defect shall be assigned to one of the following categories:
a) Category 1
The work performance is defective in a way that makes its use impossible or permits it only with severe restrictions.
b) Category 2
The work performance is defective in a way that restricts its use without a category 1 defect being present.
c) Category 3
The work performance is defective in a way that restricts use only to an insignificant extent.

6.3 The Customer may only refuse the declaration of acceptance if a category 1 defect is registered at the same time, or if several category 2 defects are registered, which together have the same effect as a category 1 defect. Refusal of acceptance and notification of defects must be made in writing.
The Provider shall remedy duly reported (Clause 3.3) defects with category 1 effects within a reasonable period of time, in such a way that there are no longer any category 1 effects. As long as the tests cannot be continued properly due to such a defect, its effects or its elimination, the acceptance period for the work performances affected by it shall be extended appropriately. Claims for defects after declaration of acceptance shall remain unaffected.

6.4 Partial acceptances already declared shall remain unaffected by subsequent acceptance tests for other services. The same shall apply to inspections already carried out, except insofar as these are affected by a defect or its elimination.

6.5 Said work performances shall also be deemed to have been accepted – even without an express declaration and without a request for acceptance on the part of the Provider,

a) if the Customer uses the work performance for purposes other than testing (Clause 1.3), or
b) upon payment, unless the Customer has justifiably refused acceptance, or
c) if, when the testing means (Clauses 1.3, 3.2) are used, the tests can be carried out without any defects occurring which prevent acceptance.

6.6 Unless otherwise agreed, definable partial services shall also be accepted individually in accordance with these provisions.

7. Claims for defects by the Customer

7.1 The Customer shall only be entitled to assert claims for defects if reported defects are reproducible or otherwise demonstrable. This also applies to defects for which rights are reserved at the time of acceptance. Clause 3.3, in particular, applies to the notification of defects.

7.2 If the Customer is entitled to assert claims for defects, he shall initially only have the right to subsequent performance within a reasonable period. Subsequent performance shall include, at the Provider's discretion, either rectification of the defect or re-manufacture.

7.3 If the subsequent performance fails or cannot be carried out for other reasons, the Customer may reduce the remuneration, withdraw from the contract and/or – within the scope of Clause 7 of the AV AKI – assert a claim for damages or the reimbursement of expenses under statutory conditions. The Customer shall only be entitled to self-performance (associated with cost) if a defect has not been remedied despite the expiry of a reasonable period for subsequent performance and the cause for this remains within the sphere of the Provider.

If subsequent performance is delayed, Clause 4.4 of the AV AKI shall apply to the Provider's compensation for damages and expenses. Clause 7 of the AV AKI shall apply to compensation for damages or expenses.

The Customer shall exercise a right of choice to which it is entitled with regard to these claims for defects within a reasonable period of time, as a rule, within 14 calendar days after the possibility of the Customer becoming aware of the right of choice.

7.4 Clause 5 of the AV AKI shall apply in addition to material defects, Clause 6 of the AV AKI shall apply in addition to defects of title. Section 641 (3) German Civil Code (BGB) shall remain unaffected.

8. Premature termination

8.1 If a minimum term of the contract has been agreed, ordinary termination before expiry of said minimum term shall be excluded. The same applies to an agreed fixed term of the contract. Ordinary termination shall also be excluded if the specific contractual relationship results in a special interest of the parties in the completion of the work.

8.2 If the Customer validly declares its ordinary termination prior to acceptance, the Provider shall be entitled to demand the agreed remuneration; however, the Provider must take into account what it saves in expenses as a result of the termination of the contract, or what it acquires (or could maliciously acquire) by the deviating deployment of staff. It shall be presumed that the Provider is entitled to 10 per cent of the agreed remuneration for the part of the work not yet performed.

8.3 The right to terminate for good cause remains unaffected. If the Provider is deemed not responsible for an extraordinary termination or partial termination, the Customer shall pay for the services rendered up to said termination. In addition, the Customer shall pay 10 per cent of the agreed remuneration for the part of the work not yet performed as lump-sum compensation for expenses and damages. This shall not affect the right of the Customer to prove that the expenses or damages incurred are lower, or for the Provider to prove that the expenses or damages incurred are higher.

9. Validity of the AV AKI

The General Terms and Conditions of Contract of AKI (AV AKI) shall apply in addition.