

**Supplementary terms and conditions for services  
08/2024**

In addition to the General Terms and Conditions, the following terms and conditions shall apply to services (in particular installation, support, advice, training):

**1. Service description**

- 1.1. Work, terms and conditions, and prices of services to be provided by Matrix42 shall be agreed in a service description. Without a service description, Matrix42 shall not be obliged to provide services.
- 1.2. Quotations and deadlines shall only be binding if they have been expressly agreed in the respective service description. Service descriptions and statements of costs are based on estimates and are produced on the basis of information made available by the Customer; Matrix42 will update such estimates at the Customer's request.

**2. Personnel**

The persons employed to perform the service shall be selected by us. The client shall only have a claim to the provision of the service by a specific person if this has been expressly agreed.

**3. Remuneration/Prices, Terms of Payment, Default**

- 3.1. Unless otherwise agreed in the specification, remuneration shall be due in advance in the case of the provision of training and for all other services after the service has been provided.
- 3.2. If the customer is in default with payment of the remuneration for more than 5 working days or if there are reasonable doubts about the customer's ability to pay, Matrix42 shall be authorised - without prejudice to other rights - to demand advance payment for services not yet performed, to revoke payment periods granted and/or to make all claims arising from the business relationship due immediately. Matrix42's obligation to provide further services shall be suspended as long as the customer is in default with a due payment for more than 5 working days. The customer in default shall be obliged to reimburse Matrix42 for reasonable reminder, collection and information costs incurred.

**4. Surcharges for night work and work on Sundays and public holidays**

The agreed hourly and/or daily rates shall increase by 50% if a service is to be performed at the Customer's request on a Saturday or during the period between 6 pm and 8 am;

they shall increase by 100% if a service is performed at the Customer's request on a Sunday or public holiday (the German state of Hesse).

## **5. Time Sheets and Travel Expenses**

- 5.1. The Customer shall confirm the hours/days spent by employees deployed at the Customer's business premises at the end of a day and/or a week with its signature in writing. Such written confirmation shall form the basis for our invoices to the Customer.
- 5.2. Travel time shall be charged at the agreed hourly or daily rates.
- 5.3. Travel costs and expenses shall be reimbursed to us by the Customer, in addition to the agreed remuneration against proof of these.
- 5.4. If an agreed date for the performance of services is postponed at the customer's request, the customer shall reimburse Matrix42 for the travel costs which Matrix42 is obliged to pay to third parties if the trip could no longer be cancelled or rebooked free of charge. If hours have already been worked for the planning and/or performance of the service, these shall also be invoiced to the customer.
- 5.5. If an agreed date for the provision of services is cancelled or postponed by the customer, Matrix42 reserves the right to invoice a flat-rate compensation of 50% of the remuneration for 7 to 10 days before the agreed date and 75% of the remuneration from 6 days before the agreed date in addition to the travel costs which can no longer be cancelled free of charge. If no cancellation is made, 100% of the remuneration will be charged. The postponement or cancellation of an appointment must be made in writing to be effective. This paragraph does not apply to training courses. In the case of training, clause 6.3 and 6.4 shall apply.

## **6. Agreed service times**

- 6.1. Unless otherwise agreed, the service times stated in the respective specification, in particular the agreed training dates, are binding.
- 6.2. Matrix42 shall be obliged to notify the customer in writing in good time if circumstances occur or become apparent which indicate that the agreed performance time cannot be met.
- 6.3. If a training course is carried out exclusively for a customer and
  - if the agreed training date is cancelled by the customer up to 28 days before the start of the training course, then Matrix42 shall be entitled to immediately withdraw from the training contract and to demand flat-rate compensation

amounting to 20% of the agreed remuneration in addition to the costs incurred, in particular for room rental and travel expenses;

- If the agreed training date is cancelled by the customer up to 27 days before the start of the training or later, Matrix42 shall be entitled to withdraw from the training contract immediately and to demand flat-rate compensation amounting to 50% of the agreed remuneration in addition to the costs incurred, in particular for room rental and travel expenses.

6.4. If a training course is carried out for several customers, the following applies:

- Each customer may withdraw from the training contract up to 14 days before the start of the training against payment of a processing fee of 100 EURO per participant.
- Cancellation within 13 to 8 weekdays before the start of the training is only possible against payment of 50% of the remuneration.
- Cancellation within 7 or fewer weekdays before the start of the training is only possible against payment of the full fee.

## **7. Rights of use of work results**

Upon payment of the full remuneration, Matrix42 shall grant the customer a non-exclusive, non-transferable, geographically and temporally unlimited right to the work results of the services for internal use within the scope of the agreed purpose of use. Insofar as the remuneration is not yet owed, but the customer is already using the work results in accordance with the regulation of the respective specification, Matrix42 shall grant the customer the above-mentioned rights on a temporary basis.