
1 Definition

The subject matter of the contract are works and services carried out by LucaNet for the Customer. Works and services are designated as such in the primary contract.

2 Prices and Payment Terms

1. Unless a fixed price has been agreed, works and services will be invoiced on the basis of the actual work hours and expenditure incurred. Where no daily or hourly rates have been agreed, works and services will be billed on the basis of the current LucaNet price list.
2. Invoices are payable upon acceptance of the works and/or services.
3. LucaNet is authorised to request payment on account in the amount corresponding to the already completed works and/or services.

3 Scope of Works and Services, Customer's Obligations

1. Works and services are agreed on the basis of the primary contract and binding requirements specifications. A contract for works and services is only concluded in the presence of binding requirements specifications.
2. LucaNet provides the binding requirements specifications as a service description for standard ETL scripts.
3. For customer-specific development, the following applies:
 1. The Customer must describe the requested works and/or services using the forms provided by LucaNet. The forms completed by the Customer constitute preliminary requirements specifications.
 2. LucaNet will evaluate the completeness, unequivocalness, conclusiveness and technical feasibility of the Customer's request in the preliminary requirements specifications and on this basis prepare a final version of the requirements specifications.
 3. The final requirements specifications will in the following cases become binding requirements specifications:
 - a) The Customer immediately accepts the requirements specifications.
 - b) The Customer fails to make a declaration within ten days from being provided with the requirements specifications.
 4. Both Parties agree to find a mutually acceptable solution if the Customer rejects approval of the requirements specifications and provides reasons for the rejection. All works or services carried out previously and to be carried out in the future will then be payable separately as individual services.

4 Acceptance of Works and Services

1. The Parties shall promptly document the acceptance of works and services in a written acceptance report outlining the results of the acceptance. Any objections against the report must be declared on-site or without undue delay following receipt of the acceptance report.

2. If the Customer fails to declare acceptance without undue delay, LucaNet may set the Customer a deadline of two weeks to declare acceptance. The works and/or services are deemed accepted if the Customer does not describe the significant defects and other reasons for refusing acceptance within the 2-week period.
3. The Customer is not entitled to refuse acceptance on the grounds of insignificant defects. Any insignificant defects must be documented in the acceptance report and will be rectified by LucaNet within reasonable time.
4. Works and/or services are also deemed accepted if the Customer utilises LucaNet's works and/or services in its regular business operations without claiming a significant defect.

5 Change Request Procedure

1. Prior to acceptance, the Customer may use the form provided by LucaNet to request changes and additions to the works and/or services, provided the requested changes and additions are technically feasible and reasonable for LucaNet.
2. LucaNet will evaluate the change request within ten workdays after receipt and notify the Customer in a quotation of the feasibility together with the implications for the schedule and the corresponding price payable.
3. The Customer shall review the quotation within ten workdays from receipt. If the Customer accepts the quotation, the changes will become part of the contract. If the Customer does not accept the quotation, LucaNet will continue its works and/or services unchanged. The additional work hours and expenditure incurred by LucaNet will be invoiced on the basis of LucaNet's price list for consulting services.
4. Unless the Customer requests LucaNet to suspend the works and/or services, LucaNet will continue performance of the works and/or services during the change request procedure.
5. LucaNet shall notify the Customer of any performances deliverable prior to the conclusion of the change request procedure that would be rendered unusable due to the requested changes. The additional work hours and expenditure incurred by LucaNet will be invoiced on the basis of LucaNet's price list for consulting services.

6 Rights of Use

1. Where the performance of works and/or services entails the creation of software or other documents by LucaNet, the Customer will, subject to an agreement to the contrary, be granted non-exclusive rights of use for the contractually stipulated utilisation of such works and/or services.
2. The rights of use granted in the preceding sentence are in all cases subject to the condition precedent of the Customer having made full payment of the prices agreed for the respective services.

7 Special Obligations to Cooperate Incumbent on the Customer, Termination for Failure to Cooperate

1. The Customer shall facilitate the successful completion of works and/or services by cooperating actively and reasonably, also see clause 8 of the General Terms and Conditions.

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2. If the Customer fails to honour its obligations, LucaNet may set the Customer a reasonable grace period to comply with its obligations to cooperate. LucaNet may terminate the contract if the Customer's failure to cooperate continues after expiry of the grace period. LucaNet may in this case demand payment of an amount corresponding to the price for the works and/or services performed and also demand compensation of damages.