General Terms and Conditions of Studio Hamburg MCI GmbH

I. General Provisions

§1 Scope of Application

1.1 The following General Terms and Conditions ("GTC") shall apply to all contracts for work and services (including installation services) and service contracts concluded by Studio Hamburg MCI GmbH (hereinafter referred to as "MCI"), under which MCI provides services to its customers. The specific services to be provided in each individual case shall be determined by the respective individual contract.
The following contractual terms and conditions of MCI shall take precedence over these General Terms and Conditions:

- **For the purchase of goods:** the **"General Purchasing Terms and Conditions"**
  Contracts relating to MCI's procurement of goods shall therefore be concluded exclusively on the basis of the General Purchasing Terms and Conditions.
- **For the sale of goods:** the **"General Terms and Conditions of Sale"**
  Contracts relating to MCI's sale of goods shall therefore be concluded exclusively on the basis of the General Terms and Conditions of Sale.
- **For the rental of event technology, other technical equipment and accessories, as well as related services: the "General Rental Terms and Conditions for Event Technology"**. Contracts for the rental of event technology shall therefore be concluded exclusively on the basis of the "General Rental Terms and Conditions for Event Technology" of Studio Hamburg MCI GmbH.

1.2 The provisions of this Section I shall apply to all types of contracts covered by these GTC (see Section 1.1 above). The applicability of the provisions set out in Section II shall depend on the legal nature of the agreed services and partial services. Accordingly, such provisions may apply either individually or simultaneously.

1.3 These GTC shall apply exclusively vis-à-vis entrepreneurs (business customers) within the meaning of Section 310 (1) of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

§2 Contracting Party's Terms and Conditions

Contracts are concluded with:
Studio Hamburg MCI GmbH
Jenfelder Allee 80
22045 Hamburg
Germany
Phone: +49 (0)40 6688-3367
Email: info@mci.de

VAT Identification Number: DE 199097943
Commercial Register: Hamburg Local Court, HRB 70454

The GTC of MCI shall apply exclusively. Any terms and conditions of the customer that conflict with or deviate from these GTC are hereby rejected unless expressly acknowledged by MCI in writing.
This shall also apply where the customer refers to its own terms and conditions in connection with the placement of an order and MCI performs its services without reservation.

§3 Contract Formation and Performance of Services

3.1 Unless otherwise expressly stated in the offer, all offers made by MCI are non-binding, subject to change, and subject to availability.

3.2 Descriptions of services and quality characteristics shall not constitute warranties or guarantees. Any guarantee shall only be valid if provided by means of a separate written declaration of guarantee.
In the event of defects in quality or defects in title, MCI shall be liable exclusively in accordance with the provisions of these GTC.

3.3 MCI shall assign personnel possessing the qualifications required for the performance of the contractual services. MCI shall have sole discretion regarding the selection of personnel and shall be entitled to replace personnel at any time.

3.4 Unless otherwise agreed in the contract, MCI shall be entitled to engage third parties to perform the contractual services without obtaining the customer's prior consent.

§4 Changes to the Scope of Services

4.1 If, during the course of the project, the Customer requests modifications to individual elements of the agreed scope of services, in particular the replacement of equipment, system components or other technical elements, such modifications shall require a written agreement between the Parties. A legally binding record signed by both Parties reflecting the content of a telephone conversation or project meeting shall also satisfy this requirement.

4.2 MCI shall inform the Customer in writing if, based on MCI's objectively justifiable assessment, the requested modification requires additional services and/or additional time, and/or if the requested modification has more than a negligible impact on the personnel or resources deployed or on the agreed schedule.

4.3 The Parties shall specify in writing the scope and details of the modification as well as any additional remuneration payable. Until the modification, including remuneration, scheduling and delivery dates, has been agreed in writing, MCI shall not be obliged to implement the requested change.
If no such agreement is reached, MCI shall perform the contractual services as originally agreed.

4.4 Where MCI requests written confirmation of a modification from the Customer, the Customer shall provide such confirmation within seven (7) calendar days if it agrees to the modification.
If confirmation is not provided within the aforementioned period, the modification shall be deemed not to have been agreed.
4.5 Where services such as planning, software development or installation have already been performed by MCI in connection with the originally intended use of equipment subsequently replaced, such services shall be remunerated by the Customer in accordance with the contract.

4.6 Throughout the duration of the project, a variation register documenting additions and reductions to the scope of services shall be maintained.

§5 Customer Cooperation Obligations

5.1 The Customer shall ensure that all cooperation services required for the performance of MCI's contractual obligations are provided in a timely manner and free of charge to MCI.

5.2 The Customer shall designate an authorised contact person in writing. In the event of a replacement of such contact person, the Customer shall inform MCI in writing in due time of the identity of the new contact person and the effective date of the change.
Such contact person shall:

- be deemed authorised to make and receive legally binding declarations on behalf of the Customer and to make decisions binding upon the Customer, including decisions relating to changes in the services;
- promptly review all documents submitted by MCI for review in order to enable MCI to make any necessary corrections or amendments;
- provide MCI without delay with all information regarding the Customer required for the performance of the services;
- notify MCI in a timely manner of any required modifications.

5.3 The Customer shall ensure that employees required to support MCI in the performance of the services are available at the agreed times.
The Customer shall be responsible for ensuring that such employees possess the necessary knowledge, skills and experience to perform their assigned tasks.

5.4 If the Customer becomes aware that MCI is relying on incorrect assumptions or that instructions provided by the Customer are incorrect or incomplete, the Customer shall notify MCI thereof immediately in writing.

§6 Dates, Deadlines, Delays and Force Majeure

6.1 MCI shall provide the Customer with a preliminary project schedule together with its proposal based on the information available to MCI at that time.
Dates and deadlines shall be non-binding unless expressly agreed as binding in a schedule signed by both Parties.

6.2 If dates are adjusted due to a modification pursuant to Clause 4, MCI shall no longer be bound by the original project schedule.
6.3 The project schedule shall also include anticipated dates for project management meetings between the Parties.
MCI shall prepare written minutes of such meetings documenting results and decisions. Such minutes should be made available to the Parties no later than four (4) Business Days following the relevant meeting.
Objections to the minutes must be raised without undue delay and in writing. If objections are not raised, or are raised belatedly, the Customer shall bear the burden of proving that the minutes are inaccurate in the event of a dispute.

6.4 Unless the contract expressly provides for fixed dates, MCI shall only be deemed in default of its performance obligations after the Customer has issued a written notice of default and a reasonable grace period for performance has expired without result.

6.5 If the Customer fails to perform any obligation incumbent upon it, fails to do so in a timely manner, or performs such obligation incompletely, any binding dates and deadlines applicable to MCI shall be extended accordingly.
Where such delay causes additional expenditure for MCI, the Customer shall pay the customary remuneration applicable thereto.
MCI shall promptly inform the Customer of the delay and of any additional costs and expenses already incurred or likely to be incurred as a consequence thereof.

6.6 If either Party is delayed in performing its contractual obligations or cooperation obligations, or if such performance becomes temporarily impossible due to circumstances beyond its reasonable control (force majeure), including but not limited to labour disputes, acts of war, terrorism, or network failures not attributable to either Party, agreed dates and deadlines shall be extended by a period corresponding to the duration of such circumstances.
The affected Party shall notify the other Party in writing without undue delay.
If such circumstances continue for more than ninety (90) days, either Party shall have the right to terminate the contract with immediate effect by written notice.
Where the Customer terminates the contract for this reason, the Customer shall pay MCI reasonable remuneration for services already performed together with compensation for costs and expenses incurred by MCI in connection with the services that subsequently prove to be wasted.

§7 Remuneration and Payment Terms

7.1 The agreed remuneration shall be set out in the respective individual contract. Unless otherwise agreed, prices shall apply ex works or ex warehouse and shall exclude packaging costs, which shall be invoiced separately.

7.2 MCI reserves the right to adjust the contractually agreed prices if, between conclusion of the contract and the date of invoicing, any material cost factor underlying MCI's calculation decreases or increases by more than five percent

(5%), in particular as a result of currency fluctuations or changes in material costs, such as the cost of copper cables. MCI shall provide evidence of such changes upon request.

7.3 Services performed by MCI at the Customer's request but not included in the agreed specification of services ("Additional Services") shall, unless otherwise agreed in writing, be charged on a time-and-material basis at MCI's customary rates.

7.4 Unless otherwise specified in the specification of services, the Customer shall reimburse all expenses necessary for the performance of the services by MCI or incurred at the Customer's request, including, without limitation, per diem expenses, travel costs and accommodation expenses of MCI personnel.
Travel time shall be remunerated at the agreed hourly rate. If no such rate has been agreed, the Customer shall pay MCI's customary remuneration.
The Customer shall bear all taxes, duties, customs charges and payment transaction costs arising in connection with the performance of the services.

7.5 Unless otherwise agreed in the relevant contract, transportation costs and any transport insurance shall not be included in the agreed price.

7.6 All amounts are exclusive of any applicable value-added tax (VAT) at the statutory rate.

7.7 Deductions for cash discounts shall require a separate written agreement.

7.8 Invoices shall be due immediately and payable without deduction within thirty (30) calendar days following receipt of the invoice.

7.9 In the event of late payment by the Customer, MCI may, without prejudice to its statutory rights, grant the Customer a period of at least fourteen (14) days and notify the Customer that the services will be suspended if payment is not received.
If MCI suspends performance after expiry of such period without payment having been made, MCI shall be entitled to reimbursement of any additional costs and expenses incurred as a result of the suspension.
Clause 6.5 shall apply for the duration of any payment default.

7.10 The Customer may only set off claims or exercise rights of retention where its claims have been finally adjudicated, are undisputed, or have been expressly acknowledged by MCI.

§8 Liability and Damages

8.1 Claims for damages in lieu of performance pursuant to Section 281 BGB or reimbursement of expenses pursuant to Section 284 BGB may only be asserted after MCI has been granted a reasonable period for performance or subsequent performance, together with a statement that performance or subsequent performance will be refused following expiry of such period, and such period has expired without result.

8.2 Subject to Clause 8.1 above, statutory liability for damage arising from expressly guaranteed characteristics of the services shall remain unaffected.
Otherwise, MCI shall be liable exclusively in accordance with Clauses 8.3 to 8.10 below.

8.3 Subject to Clauses 8.5 and 8.6, MCI shall have unlimited liability:
(a) in cases of wilful misconduct or gross negligence;
(b) for culpable breaches of duty by its legal representatives or senior executives resulting in injury to life, body or health.

8.4 Except in cases falling within Clause 8.3(b), MCI shall only be liable for ordinary negligence where a material contractual obligation has been breached.
A material contractual obligation is an obligation whose fulfilment is essential to the proper performance of the contract and on whose observance the contracting parties regularly rely and are entitled to rely ("Cardinal Obligation").
This shall also apply to acts and omissions of MCI's agents and subcontractors.
In the event of a breach of a Cardinal Obligation, liability shall be limited to the foreseeable damage typical for the contract.

8.5 Except in cases of wilful misconduct, MCI's liability for loss of profit and other purely financial losses shall be limited to foreseeable damage typical for the contract.

8.6 With regard to software, and except in cases of wilful misconduct, liability for loss of data shall be limited to the typical recovery costs that would have arisen if proper backup copies had been made on a regular basis and in accordance with the inherent risk, provided that the Customer has ensured through appropriate backup procedures that such data may be reconstructed with reasonable effort from data maintained in machine-readable form.

8.7 The exclusions and limitations of liability set out in Clauses 8.2 through 8.6 shall also apply to non-contractual liability.

8.8 Liability under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

8.9 As between the Customer and MCI, it shall be the sole responsibility of the Customer to monitor products and work results supplied by MCI after they have been placed on the market (product monitoring obligation) and to respond appropriately to any hazards or risks.
The Customer shall notify MCI immediately of any defects, problems and/or risks relating to products or work results supplied by MCI.
To the extent that damage or injury is caused by a breach of this product monitoring obligation, the Customer shall bear sole liability.

8.10 MCI shall not be liable for damage resulting from the failure of third-party contractors engaged or appointed by the Customer to perform their services properly, on time or at all.

§9 Term and Termination

9.1 Contracts for work and services shall terminate only upon complete performance of all contractual obligations.

9.2 Service contracts shall be concluded for an indefinite term.
Either Party may terminate the contractual relationship upon the agreed notice period.
Where no notice period has been agreed, either Party may terminate the contract by giving three (3) months' notice effective at the end of a calendar month.

9.3 The right of either Party to terminate the contract for cause shall remain unaffected.
Cause shall exist in particular where:

- insolvency proceedings or comparable proceedings are commenced in respect of the assets of the other Party, or commencement is rejected for insufficiency of assets;
- grounds for insolvency within the meaning of Sections 17-19 of the German Insolvency Code (InsO) exist with respect to the other Party;
- the other Party has ceased business operations;
- judicial enforcement measures relating to payment obligations under the contract prove unsuccessful; or
- the other Party has failed, despite written notice, to remedy a material breach of contractual obligations within thirty (30) days, such that continuation of the contractual relationship cannot reasonably be expected.

9.4 Any termination notice must be served by registered mail with acknowledgement of receipt.

§10 Intellectual Property and Rights of Use

10.1 MCI reserves all ownership rights, copyrights and other intellectual property rights in all illustrations, drawings and documentation.
All drawings, block diagrams, descriptions and specifications of services and deliveries are intended solely for the Customer and may not be disclosed to third parties.
Such disclosure shall require MCI's prior written consent even after completion of the contractual relationship.

10.2 All rights in software and other work results, including without limitation copyrights, ownership rights and rights of use, shall remain with MCI unless expressly granted to the Customer under these GTC or by separate written agreement.
The Customer acknowledges that software developed by MCI, together with related user documentation, is protected by copyright and constitutes a trade secret.

10.3 The Customer shall receive a non-exclusive, perpetual and worldwide right to use software supplied by MCI (whether standard software or customised software) and other work results.
Such right may only be transferred to a third party with MCI's prior written consent and only if the Customer permanently ceases its own use.

10.4 Where software supplied by third parties is identified as such ("Third-Party Software"), any licence restrictions imposed by the respective manufacturer's licence terms shall take precedence and shall be complied with by the Customer.

10.5 Modification of software by the Customer shall only be permitted where necessary to remedy a defect and where MCI is in default of such remedy or has refused to remedy the defect.
The Customer may engage a commercially operating third party to remedy a defect only if disclosure of significant software functions is not to be expected.

10.6 Decompilation of any software source code supplied shall be permitted solely for the purpose of achieving interoperability with other computer programs and only where the required information cannot reasonably be obtained otherwise.
The Customer shall first request such information from MCI or, in the case of Third-Party Software, from the respective manufacturer.
MCI shall provide the required information, particularly interface information, against separate remuneration based on effort incurred.
Such information may be disclosed to the Customer's other contractors.

10.7 Removal of copy protection or comparable protection mechanisms shall only be permitted where such mechanisms impair or prevent proper use of the software.
The Customer shall bear the burden of proof regarding such impairment.
Third parties may only be engaged for such activities after MCI has failed to remedy the issue within a reasonable period.
Clause 10.5 sentence 2 shall apply mutatis mutandis.

10.8 The Customer shall not remove or alter names, trademarks, serial numbers, identification markings or proprietary notices contained in the software.
Such markings and notices shall be reproduced in all copies in the same form as contained in the original.
Where originals contain copyright notices, such notices shall also be reproduced on all copies.

10.9 The Customer may reproduce user documentation solely for its own internal use.

10.10 The grant of rights of use is subject to full settlement of all claims of MCI arising under the relevant contract, including full payment of the agreed remuneration.

§11 Third-Party Rights

11.1 MCI warrants that the deliverables owed under this Agreement are free from third-party intellectual property rights within the territory of the Federal Republic of Germany and that no other rights exist that would restrict or prevent the contractual use of such deliverables.

11.2 If any third party asserts such rights, the Customer shall inform MCI thereof immediately and in reasonable detail in writing.
MCI shall use all reasonable efforts, at its own expense, to defend the services and/or software provided by MCI against such third-party claims or to remove the impairment caused by such rights.
For this purpose, the Customer shall grant MCI all necessary authorities, powers and authorisations.
If the Customer fails to comply with the foregoing obligations, it shall reimburse MCI for any additional costs arising from delayed notification.
MCI shall be entitled, at its sole discretion and expense, to conduct the defence of such claims, engage in settlement negotiations and decide whether to satisfy, contest or settle such claims.

11.3 The Customer shall not acknowledge any third-party claims without MCI's prior consent.
The Customer shall only be entitled to assume control of negotiations or legal proceedings if MCI is unable to resolve the matter within a reasonable period or expressly consents thereto in writing.
The Customer shall cooperate with MCI and provide reasonable assistance in defending against such claims and conducting related negotiations.
MCI shall bear the Customer's reasonable costs incurred in this connection.

11.4 If a defect in title exists, MCI shall be obliged, at its option:

- either to procure, at its own expense, the third-party rights necessary for the contractual use of the services and/or software, or to eliminate the basis for the assertion of such rights by lawful means, including modifying or replacing the services and/or software in such a manner that third-party rights are no longer infringed, provided that the warranted functionality is not materially impaired; or
- where the Customer assumes responsibility for the legal defence, to reimburse the Customer's reasonable costs incurred in this respect.

Any mandatory statutory rights of the Customer shall remain unaffected.

11.5 All contractual claims for damages and reimbursement of expenses shall be subject to the limitations of liability set out in Clause 8.

§12 Confidentiality

12.1 The Parties undertake to treat as confidential all Confidential Information disclosed to them in connection with the performance of the relevant contract and to use such information solely for the purposes contemplated by the contract.
The confidentiality obligation shall not apply to persons who are authorised to receive such information and who are subject to statutory or contractual confidentiality obligations, or to the extent disclosure is necessary for the assertion or defence of a Party's own legal claims.
For the purposes of this Agreement, "Confidential Information" means any information, trade secrets, documents, records, statements or data designated as confidential or which, by their nature, are to be regarded as confidential.
Confidential Information shall not include information that:

- is or becomes publicly known or generally available other than through a breach of this Agreement by the receiving Party or any of its representatives;
- was lawfully in the possession of the receiving Party without confidentiality obligations prior to disclosure by the disclosing Party; or
- is disclosed by a third party entitled to disclose such information without restriction.

The Party relying on any of the foregoing exceptions shall bear the burden of proof.

12.2 The Customer shall ensure that access to the Contractor's Confidential Information is granted only to those employees who are involved in the execution of the project.
Upon MCI's request, the Customer shall procure that such employees execute appropriate confidentiality undertakings.

12.3 Where a Party is required to disclose Confidential Information of the other Party to a public authority, the other Party shall be informed thereof without undue delay and, where legally permissible, prior to such disclosure.

12.4 The rights and obligations contained in Clauses 12.1 to 12.3 shall survive termination of the relevant contract.
Upon termination of the contract, each Party shall, at the option of the other Party, return or destroy that Party's Confidential Information, unless such information has been duly consumed, incorporated into deliverables or retained pursuant to mandatory legal obligations.

§13 Final Provisions

13.1 No oral or written side agreements exist in relation to these GTC or the relevant contract.

13.2 The following order of precedence shall apply to the contractual documents:

1. Individual contracts, including all annexes and schedules thereto;
2. These General Terms and Conditions;
3. Applicable statutory provisions.

13.3 Any amendments or supplements to individual contracts shall require written form within the meaning prescribed by law.
Any amendment not complying with such requirement shall be null and void.
The foregoing shall also apply to any amendment or waiver of this written form requirement itself.
Electronic mail (email) shall not satisfy this written form requirement.

13.4 These GTC and all individual contracts shall be governed exclusively by the laws of the Federal Republic of Germany.
The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

13.5 The exclusive place of jurisdiction for all disputes arising out of or in connection with the relevant contract shall be Hamburg, Germany, unless mandatory statutory provisions prescribe a different place of jurisdiction.

PART II

Special Provisions for Contracts for Work and Services (Including Installation Services) and Service Contracts

1. Contracts for Work and Services, Including Installation Services

1.1 Acceptance of Work Results

1.1.1 Where MCI provides work results (Werkleistungen) in whole or in part under the relevant individual contract, the statutory provisions governing contracts for work and services shall apply.
Such work results shall be subject to formal acceptance by the Customer in accordance with Clauses 1.1.2 to 1.1.7 below.
Services shall only constitute work results if the Parties have expressly agreed a specific success or result in writing.

1.1.2 MCI shall notify the Customer in writing when the relevant deliverables are ready for acceptance.
MCI may request acceptance of partial deliverables where such deliverables constitute self-contained project phases or where partial acceptance has been agreed by the Parties.

1.1.3 The Customer shall promptly verify whether the deliverables submitted for acceptance conform to the contract.
The acceptance testing period shall be five (5) calendar days from receipt of MCI's notice of readiness for acceptance.
MCI shall be entitled to attend any acceptance or partial acceptance procedure and to monitor acceptance testing.

1.1.4 Acceptance shall be documented in an acceptance certificate.
The acceptance certificate shall contain a final list of the deliverables subject to acceptance.
All material and non-material defects identified during acceptance testing shall be recorded in the acceptance certificate.
The acceptance certificate shall be signed by both Parties immediately upon completion of acceptance testing.
Upon signature, acceptance shall be deemed granted unless a Material Defect exists, in which case such defect shall be expressly designated as a Material Defect in the acceptance certificate.

1.1.5 Work results shall likewise be deemed accepted if the Customer fails to notify MCI in writing, within the acceptance testing period specified in Clause 1.1.3, of any defects preventing acceptance.
Defect notifications shall be governed mutatis mutandis by Clause 1.2.2.
Defects preventing acceptance shall include:

- defects causing the deliverable as a whole, or the relevant part thereof, to be unusable; and/or
- defects that unreasonably restrict or impede economically meaningful use of essential functions.

Defects not preventing acceptance shall include:

- defects which the Customer identified prior to acceptance testing during project cooperation without notifying MCI thereof in writing; and/or
- minor defects or defects that only insignificantly impair intended use.

The categorisation of defects shall be determined jointly by the Parties.

1.1.6 If the Customer rightfully refuses acceptance, MCI shall remedy the defects preventing acceptance within a reasonable period and shall again notify the Customer in writing of readiness for acceptance.
The Parties shall repeat the acceptance test, or relevant portions thereof, until successful completion.
All other defects shall be governed by Clause 1.2.4.

1.1.7 Work results shall in any event be deemed accepted if the Customer:

- uses them in the course of its business operations prior to completion of acceptance testing; or
- uses them in the course of its business operations for a period of four (4) weeks after completion of acceptance testing without reporting any defects preventing acceptance.

1.2 Warranty for Defects

1.2.1 MCI shall provide no warranty:

- for compatibility of future additional components where the current software release installed on the Customer's system is not up to date;
- where the purchased or manufactured item has been modified without authorisation, unless it is demonstrated that such modification was not the cause of the defect;
- for defects caused by improper use or operator error.

1.2.2 Defects shall be reported without undue delay in comprehensible form and with sufficient information to enable identification and analysis of the defect.
The Customer shall cooperate fully with MCI in detecting, diagnosing and remedying defects.
Failure to do so shall result in forfeiture of the Customer's rights relating to such defects.

1.2.3 Any measures taken by MCI to mitigate damage shall not constitute an acknowledgement of a defect.
Discussions concerning complaints shall not constitute a waiver of the objection that the complaint was late, unfounded or otherwise inadequate.

1.2.4 MCI shall, at its discretion and within a reasonable period, either remedy properly notified defects or provide a replacement ("Subsequent Performance").
MCI shall bear the costs of Subsequent Performance unless the Customer has moved the item to a location other than the agreed delivery address and performance at such location would involve disproportionate expense.

1.2.5 The Customer may only exercise statutory rights of rescission, price reduction, damages and/or reimbursement of expenses after granting MCI a reasonable period for Subsequent Performance and declaring that such Subsequent Performance will be rejected after expiry of that period.
The Customer may rescind the contract or undertake substitute performance at MCI's expense after the second unsuccessful attempt to remedy the defect.
Claims for damages or reimbursement of expenses shall additionally be subject to Clause 8 of Part I.

1.2.6 Where the Customer rescinds the contract or claims damages in lieu of complete performance, the Customer shall delete delivered software from all storage media, destroy or return all copies and documentation and confirm this in writing.

1.2.7 MCI may charge for its efforts where it has acted upon a defect report and no defect existed or the defect was not properly substantiated by the Customer.

1.2.8 Any obligation to maintain spare parts after expiry of the warranty period shall require a separate written agreement.

1.2.9 The limitation period for defect claims shall be twelve (12) months from transfer of risk.
Statutory limitation periods shall remain unaffected:

- for personal injury claims;
- for claims based on wilful misconduct or gross negligence;
- for claims arising from breach of a Cardinal Obligation;
- where the subject matter relates to a building or construction-related services;
- in cases of supplier recourse under Sections 478 and 479 BGB.

1.2.10 Clauses 1.2.2 through 1.2.9 shall apply mutatis mutandis to defects in user manuals and documentation.

1.2.11 Where the Parties have expressly agreed in writing that documentation and/or concepts constitute work results, the Customer shall review them within five (5) Business Days after delivery of the final version and declare acceptance unless material defects exist.
Material defects shall be reported within that period.
Clause 1.1.6 shall apply accordingly.
Documentation and/or concepts shall be deemed accepted unless material defects are reported within the foregoing period.

1.3 Processing
Where the delivered goods are processed, MCI shall be deemed the manufacturer.

1.4 Installation Services

1.4.1 The Customer shall ensure adequate lighting and power supply at the work site, sufficient structural load-bearing capacity of ceilings, walls and floors, and unrestricted access to installation locations and delivery routes.
The Customer shall provide MCI with at least one telephone connection for MCI's exclusive use.

1.4.2 The Customer shall be responsible for proper handover and functionality of all items supplied by the Customer.

1.4.3 All installation rooms shall be handed over dust-free at the agreed date.
Compliance shall be documented in a site handover protocol.

- All dust-producing works completed.
- All construction works completed.
- Unrestricted access for MCI.
- HVAC systems completed and commissioned.
- Raised-floor works completed.
- Wall and ceiling works completed.
- No transfer of dust, smoke or dirt.
- Delivery of large equipment ensured.
- Third-party access only in coordination with MCI.
- Any deviations documented and agreed.

1.4.4 All building works required for cable routes, cable trays, fire sealing, HVAC facilities and comparable infrastructure shall be carried out by the Customer.
Such works must be completed by the date scheduled for commencement of media-technology installations.

1.4.5 Where installation extends beyond one day, the Customer shall provide a lockable storage room for equipment and materials.
Installation areas shall remain lockable from commencement until acceptance.
MCI may install locks at the Customer's expense.

2. Service Contracts, Support, Maintenance and Other Services

2.1 Support and Maintenance Services

2.1.1 Support and maintenance services shall only form part of the contract if expressly agreed in writing.

2.1.2 Where MCI is engaged to provide support or maintenance services, MCI may appoint subcontractors regularly cooperating with MCI for such purposes without obtaining the Customer's consent.

2.2 Performance of Services

Services provided by MCI shall not be subject to formal acceptance.
MCI shall submit the results of the services to the Customer in draft form for approval.

If the Customer does not communicate any requested amendments in writing within fourteen (14) days after receipt, MCI shall provide the results in final form.
If the Customer communicates amendment requests within the approval period, the Parties shall discuss such requests in good faith.
MCI shall incorporate any agreed amendments and resubmit the revised results to the Customer.