

# Flownative

## Special Conditions for Flownative Dockyard

### 1. General

- a) The following conditions apply in addition to the General Terms and Conditions (T & C) of the Flownative GmbH, Arnimstraße 19c, 23566 Lübeck for all contracts concerning the "Flownative Dockyard" service.
- b) Under the name "Flownative Dockyard" we offer material and / or services in the field of software creation and development. It is mainly focused on improvements, bug fixes or new core functionality for the content management system Neos or the Flow Application Framework. We work only using agile methods such as Scrum or Kanban (see § 2 in these special conditions for details.)
- c) The specific scope of services is subject to individual agreements between Flownative and its customers. Individual agreements are made in writing and may differ from the rules of the General Terms and Conditions and these Special Conditions. Individual agreements take precedence over the provisions of the General Terms and Conditions and these Special Conditions.
- d) The parties agree to each appoint a contact person for each order who oversees the contract and is authorised to make legally binding declarations of intent.

### 2. Covered scope and conclusion of contract

- a) We offer both works and services. The legal nature of the contract results from the respective individual agreements (see §§ 4 and 5 of these Special Conditions to learn about the specific works or service contract arrangements.)
- b) The conclusion of the contract, including the General Terms and Conditions as well as these Special Conditions, results from the individual agreement between Flownative and the customer. To this end, the customer initially submits a request at Flownative, with a detailed description of his desired software content or services. This inquiry merely represents an invitation to an offer by Flownative. Flownative will check the requirements expressed in the request for completeness, appropriateness, clarity, feasibility and consistency to the best of their knowledge and belief. Based on the wishes understood and on the basis of the customer inquiry a quotation will then be made. Only through the acceptance of the offer by the customer a contract between Flownative and the customer is concluded. Please note that Flownative operates based on agile methods, so that the involvement of the customer within the contracted service is required (participation obligation of the customer, see also point 3) paragraph b) of these Special Conditions.)

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**Stand** 1. Juli 2022

- c) The services agreed upon in detail are subject to the individual contract concluded between Flownative and the customer. Flownative is only obliged - subject to the following paragraph - to produce those functions / positions and to provide the service (for example, maintenance) listed in the contract. In this context, Flownative will program the software and / or individual components so that they comply with the actual, generally accepted state of the art. In particular, Flownative will comply with recognised procedures and industry standards.
- d) Flownative operates exclusively with agile methods, so that in the course of a project changes, additions or other modifications to the content originally agreed on in the contract may be required. Such adjustments are part of the original contract if both parties agree in writing (ie, for example, via email or ticket system); the aforementioned texts are part of the original contract in this case; for changes shall otherwise § 1 paragraph c) of these supplementary conditions take effect.

### **3. Obligations of the parties**

- a) We are committed to complete the agreed service or partial service(s) by the date specified in the individual agreement. Should we realise that the agreed completion date can not be complied with, we will inform the customer immediately - that is, without undue delay - about that. Minor delays - subject to binding contractual or statutory liability reasons - do not entitle to damages.
- b) For Flownative to be able to fulfil its obligations the customer must provide in full and in a suitable form all project data (text, templates, structures, function descriptions, graphics, access to systems, etc.) necessary for the implementation of the project before the contract begins. For delays in the implementation of projects arising from any delayed (necessary) co- or groundwork of the customer, Flownative is - subject to binding contractual or statutory liability reasons - in no way responsible towards the client. If the customer does not comply of this obligation, Flownative can charge the customer for thereby incurred cost. Since Flownative operates based on agile methods, the customer is also obliged to appoint a suitably qualified contact to whom Flownative can reach out in case of questions, adjustments or the like during the development phase. Should the project be delayed because the customer does not fulfil this obligation Flownative does not - subject to binding contractual or statutory liability reasons - assume responsibility.
- c) Flownative has no obligation to check the contents provided by the customer in any way (especially with regard to fundamental suitability or with regard to possible violations of third party rights.)
- d) After completion of the contracted services and / or parts thereof Flownative may offer the customer care and maintenance services related to the software. However, neither is Flownative committed to such offer nor must the customer accept the further offerings of

Flownative. Such agreements are exclusively subject to individual arrangements within the meaning of § 1 paragraph c) of these Special Conditions.

#### **4. Special provisions for contracts of work**

- a) A contract for work is in effect when Flownative commits to making a given work and the customer commits to paying the agreed compensation (§ 631 et seq. of the German Civil Code). Subject of contracts for work between Flownative and their customers may be especially software development on the basis of new project-specific core features for the Open Source Content Management System Neos (<https://www.neos.io>) or other components.
- b) After completion of the software or parts thereof, Flownative will make— if available and agreed upon—all graphics, source code, documentation and / or manuals of third-party components used (if applicable) and possibly development documentation available to the customer.
- c) After completed transfer of the final software or parts thereof to the customer a one-week trial period is agreed. During the test phase the customer must notify Flownative in text form (for example by e-mail) about errors. Flownative will endeavour to correct the mistakes professionally. The test phase can be extended by means of an individual contract (see § 1 paragraph c) of these Special Conditions.) If the customer does not find any more substantial errors after completion of the test phase, it will provide a written declaration to Flownative stating that the finished software was created in stipulated condition (acceptance). An activation or use of the software is carried out only after written acceptance and payment in full. The warranty is based on the statutory provisions.
- d) Contracts for work—subject to individual agreements—are governed by our General Terms and Conditions and these Special Conditions, with the exception of special provisions for service contracts.

#### **5. Special provisions for service contracts**

- a) Flownative also offers service contracts that differ from contracts for work in that no definable end result but only a certain service (for example, counselling, development of specific tasks or regular maintenance) is promised (§§ 611 ff. of the German Civil Code.) These services are provided by Flownative to the best knowledge and following acclaimed standards, however, Flownative owes no particular result. The remuneration is therefore payable regardless of whether the result is as hoped for by the customer.
- b) Service contracts—subject to individual agreements—are governed by our General Terms and Conditions and these Special Conditions, with the exception of special provisions for contracts for work.

## **6. Compensation, payment and default**

- a) The compensation for the contractual services is subject to the individual contractual agreement between the parties. Otherwise, the statutory provisions apply.
- b) Flownative bills its services—subject to individual agreements—generally based on hours spent. Should the respective works or service contract be terminated prematurely (for example, due to termination) the customer owes Flownative payment for the work hours done so far.
- c) The agreed fee is payable—subject to individual agreements—with the receipt of the invoice and must be transferred to the specified account by Flownative within 7 days from the receipt of the invoice. If the amount due is not received within this time by Flownative, the customer automatically is in default without further notice by Flownative; however, the first half of this sentence does not apply if the customer is not responsible for the delay in payment, for which he will bear the burden of proof (for example by showing a transfer document, which documents the timely transfer of the invoice amount). In case of default interest on the debt is calculated with 9 percentage points above the base rate p. a..

## **7. Granting of rights, self-promotion and mention legal**

- a) Flownative grants the customer—after full payment of the order by the customer—a simple right to use the resulting work and / or the respective source code at the time of its making. Further rights can be agreed upon between the parties by means of an individual contractual agreement within the meaning of § 1 paragraph 2 of the General Terms and Conditions.
- b) Unless otherwise agreed in writing, the customer explicitly grants Flownative permission to publicly display the project for the purpose of self-promotion (references / portfolio) in an appropriate manner. In particular, Flownative is authorised to advertise with the relationship with the customer and to point out themselves as author on all prepared advertising materials and in all advertising, without the customer being entitled to a payment claim.
- c) Furthermore Flownative owns all copyrights and usage rights to documents and other work products (for example, calculations, designs, source code, ...) even after acceptance by the client. These documents may not be made available to third parties without the express consent of Flownative.