

## General Terms of Business of Austrian Consulting Engineers/Firms

### 1.) Validity of the General Terms of Business and deviations

- a) The following General Terms of Business shall apply to all current and future contracts between the Client and the Consulting Engineer/Firm.
- b) Deviations from these Terms of Business and, in particular, also Terms of Business laid down by the Client shall only apply if they have been expressly acknowledged and confirmed in writing by the Consulting Engineer/Firm.

### 2.) Quotations, subsidiary agreements

- a) Unless otherwise indicated, the quotations from the Consulting Engineer/Firm shall be non-binding with regard to all indicated details, including the fee
- b) If a contract confirmation from the Consulting Engineer/Firm contains modifications to the contract, these shall be considered approved by the Client unless the Client promptly indicates otherwise in writing.
- c) Agreements must in principle be in writing.

### 3.) Awarding of contract

- a) The nature and scope of the agreed services shall be based on the Contract, Power of Attorney and these General Terms of Business.
- b) Modifications and additions to the contract shall require written confirmation by the Consulting Engineer/Firm in order to become part of the contractual relationship.
- c) The Consulting Engineer/Firm shall fulfill the contract awarded to it properly and in accordance with generally recognised good engineering practise and the principles of sound financial management.
- d) The Consulting Engineer/Firm may enlist the services of other appropriately authorized parties to fulfill the contract and place orders with them on behalf of and for the account of the Client. The Consulting Engineer/Firm is however obliged to inform the Client of this intention in writing and grant the Client the option of rejecting this order placement within 10 days.
- e) The Consulting Engineer/Firm may enlist the services of other appropriately authorised parties as sub-planners and place orders with them on behalf of and for the account of the Consulting Engineer/Firm. The Consulting Engineer/Firm shall, however, undertake to inform the Client in writing if it intends to have orders fulfilled by a sub-planner and grant the Client the option of rejecting this order placed with the sub-planner within one week; in that case, the Consulting Engineer/Firm shall fulfill the order itself.

### 4.) Warranty and compensation for damage

- a) Warranty claims may only be lodged after notification of deficiencies. These claims must be submitted exclusively by registered letter within 14 days of the provision of the service or part service.
- b) Claims to cancellation of sale and price reductions shall be excluded. Claims for improvement and/or amendment of the deficiency must be met by the Consulting Engineer/Firm within a reasonable period; this period should in principle be one third of the agreed period for fulfillment of the service. A claim for damage caused by delay cannot be invoked within this period.
- c) The Consulting Engineer/Firm shall provide its services with the care expected of a specialist (Austrian General Civil Code [ABGB], Section 1299).
- d) If in breach of its contractual obligations the Consulting Engineer/Firm is guilty of causing damage to the Client, its liability to make good the damage caused – unless otherwise arranged in individual cases – shall be limited according to the respective definitions in the offer related to the contract, section *Liability and compensation for damages*. Liability for consequential damages and lost income shall also be excluded in the case of gross negligence unless otherwise arranged in individual cases.

### 5.) Withdrawal from contract

- a) Withdrawal from the Contract shall only be permitted for cause.
- b) In the event of a delay of the Consulting Engineer/Firm supplying a service, it shall only be possible for the Client to withdraw after a reasonable period of grace has been set; this period of grace must be set by means of a registered letter.
- c) In the event of a delay in the Client providing a partial service or an agreed collaboration activity which makes the fulfillment of the contract by the Consulting Engineer/Firm impossible or significantly impedes it, the Consulting Engineer/Firm shall be entitled to withdraw from the Contract.
- d) If the Consulting Engineer/Firm is entitled to withdraw from the contract, it shall retain the right to claim the entire agreed fee; this shall also be the case in the event of unjustified withdrawal by the Client. ABGB, Section 1168, also applies; in the case of justified withdrawal on the part of the Client, the Client must remunerate the Consulting Engineer/Firm for the services provided.

### 6.) Fees, scope of services

- a) Unless otherwise agreed, all fees shall be in Euros.
- b) The VAT (turnover tax) shall not be included in the fee amounts; this shall be paid separately by the Client.
- c) Compensation with counter-claims, for whatever reason, shall be inadmissible.

- d) Unless otherwise agreed, the non-binding calculation recommendations from the Austrian Association of Consulting Engineers shall be part of the contract content.
- e) Unless expressly agreed to the contrary, payment must be made without deductions within 30 days of invoice submission. This payment shall be made into the account specified by the Consulting Engineer/Firm at a bank with a branch within Austria. In the event of a delay in payment, interest in the amount of 9.2% per annum above the base interest rate of the ECB plus the cost of reminders shall be paid.

#### **7.) Place of fulfillment**

The place of fulfillment for all company services shall be the registered office of the Consulting Engineer/Firm.

#### **8.) Confidentiality**

- a) The Consulting Engineer/Firm shall be obliged to maintain confidentiality regarding all information provided by the Client.
- b) The Consulting Engineer/Firm shall also be obliged to keep its development / engineering activities confidential if and so long as the Client has a justified interest in this confidentiality. Upon fulfillment of the contract, the Consulting Engineer/Firm shall be entitled to make public for advertising purposes, in whole or in part, the work specified in the contract, unless otherwise contractually agreed.

#### **9.) Protection of plans**

- a) The Consulting Engineer/Firm shall retain all rights and uses regarding the documents created by it (especially plans, brochures, reports, calculations, simulations, technical documents).
- b) Any use (in particular processing, execution, reproduction, distribution, public display, provision) of the documents or parts thereof shall only be permitted with the express approval of the Consulting Engineer/Firm. All documents must therefore only be used for the purposes expressly determined when the order is placed or through a subsequent agreement.
- c) The Consulting Engineer/Firm shall be entitled and the Client obliged to indicate the name (company and trade name) of the Consulting Engineer/Firm in publications and announcements about the project.
- d) In the event of the contravention of these provisions for protecting documents, the Consulting Engineer/Firm may claim a contractual penalty in the amount of twice the appropriate compensation for unauthorized usage, whereby the right to claim an additional compensation for damages is retained. This contractual penalty shall not be liable to a judicial reduction of compensation. The Client shall be responsible for furnishing proof that it has not used the documents of the Consulting Engineer/Firm.
- e) In case of research and development work in the course of which the Consulting Engineer/Firm acts as a development service provider or as intellectual author, the Client is only permitted to use the services provided after full payment has been made. In the event of non-payment or incomplete payment the Client is prohibited from using the services provided by the Consulting Engineer/Firm. Should he nevertheless use them, the Consulting Engineer/Firm is entitled to appropriate financial compensation from the Client.

#### **10.) Governing law, place of jurisdiction**

- a) Austrian law shall apply exclusively to contracts between the Client and the Consulting Engineer/Firm.
- b) It is agreed that all disputes arising from this contract shall be the responsibility of the competent court at the location of the registered offices of the Consulting Engineer/Firm.

As of January 2022