

## General terms and conditions

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### **1. Validity and general:**

1.1 These Terms and Conditions (hereinafter referred to as GTC) are designed for legal transactions between companies. Should they exceptionally also be used as a basis for legal transactions with consumers within the meaning of the Consumer Protection Act, they shall apply in accordance with the respective special provisions.

1.2 The application of these GTC is expressly agreed for all legal transactions between the Client and the Contractor, such as for the first legal transaction and for all additional and subsequent orders as well as further transactions. The version valid at the time of the conclusion of the contract shall be authoritative in each case.

1.3 Purchasing or other terms and conditions of the Client shall not be valid and are hereby expressly rejected. The contractor expressly declares that it only wishes to contract on the basis of its GTC. If, by way of exception, the application of the Client's GTC is agreed in writing, their provisions shall only apply to the extent that they do not conflict with these GTC. Provisions in the GTC that do not conflict shall remain in force alongside each other.

1.4 Amendments and supplements to the contract or to these GTC must be made in writing to be legally effective. This written form requirement may also only be waived in writing. It is noted that there are no ancillary agreements.

1.5 The contracting parties agree on the application of Austrian law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. If the validity of Austrian standards has been agreed, these shall only apply insofar as they do not contradict these Terms and Conditions and were handed over to the Client in the latest valid version when the order was placed.

1.6 The Contractor draws attention to the fact that these GTC are available on the Internet at its website.

### **2. Cost estimates:**

2.1 Cost estimates are only binding if they have been prepared in writing and expressly designated as such; the preparation of a cost estimate does not oblige the contractor to accept an order.

2.2 The Contractor's cost estimates are non-binding; there is no guarantee for their correctness and completeness.

2.3 Cost estimates are subject to payment with regard to the labour, material and travel expenses associated with their preparation. When an order is placed, the costs paid for the cost estimate shall be credited as remuneration.

### **3. Conclusion of the contract:**

3.1 Offers made by the contractor are subject to change and shall only be issued in writing. The acceptance of an offer prepared by the contractor is - unless otherwise agreed - only possible with regard to the entire offer.

3.2 Unless the contract is concluded by both parties signing a document, the Contractor shall accept offers or orders from the Client by means of a written order confirmation, by providing the service or by delivering the object of the service. The contractor has the option to accept the contract offer of the client within two weeks.

3.3 As long as the Client has not submitted a written contractual declaration, the Contractor shall be entitled, but not obliged, to commence performance.

3.4 If the written order confirmation contains changes to the order (supplementary order confirmation), these shall be deemed to have been approved by the Client unless the Client objects without delay.

### **4. Subject of performance**

4.1 The type and scope of the agreed service result from the order, the order confirmation and these general terms and conditions.

4.2 The object of performance consists exclusively in the preparation of technical drawings, plans, sketches or similar documents, also in electronic form (CAD, 3D model, ...), on the basis of information (instructions) or planning documents (plans, floor plans and sketches) with complete content for a project to be carried out (object of planning) and the associated auxiliary and preparatory work.

4.3 The subject matter of the performance shall be provided in accordance with the general state of the art. The subject matter of performance shall be designed exclusively for expert addressees.

4.4 The Contractor shall neither carry out planning work nor check the information or planning documents of the Client for completeness, correctness, conclusiveness, plausibility or similar. There shall be no obligation on the part of the Contractor to check and warn with regard to these documents and instructions. The Client acknowledges and agrees that such activities are also inadmissible due to the scope of the trade license.

4.5 Consultancy or similar services and the representation of the Client before authorities concerning the subject matter of the planning are not included in the scope of services.

4.6 By handing over the planning documents and/or disclosing the information, the client guarantees that these are complete, correct and free of errors.

4.7 Corrections, additions or explanations to the planning documents or the information shall only be taken into account if they are made sufficiently before the contractor begins to provide the services. In the event of delay, the contractor shall be entitled to an appropriate fee for all frustrated services - such as auxiliary and preparatory work, production work already started (drawing services) - or changes or other additional services resulting therefrom. This shall apply irrespective of any lump-sum price.

4.8 In the event of ambiguities, vagueness, scope for judgement or the like which reasonably extend the

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performance period, the Client shall provide details requested by the Contractor and contribute to their clarification or elimination.

### **5. Performance and scope of services:**

5.1 The contractor shall only be obliged to perform the service as soon as all technical details have been clarified and the client has created any technical and legal prerequisites for performance. The performance period shall commence upon fulfilment of these prerequisites.

5.2 Services that are not expressly included in the offer or in other contractual documents signed by the contractor are not owed.

### **6. Performance deadlines and dates:**

6.1 Performance dates and deadlines are only binding if they are expressly agreed as such in writing. The contractor shall otherwise provide the services within a reasonable period of time.

6.2 If the start of the performance or the performance itself is delayed and the delay was not caused by circumstances attributable to the sphere of the contractor, agreed performance deadlines shall be extended appropriately or agreed completion dates shall be postponed accordingly. The same shall apply in the event of modifications or additions to the originally agreed services.

6.3 The additional costs incurred due to delays shall be borne by the Client if the circumstances causing the delays are attributable to its sphere of influence.

6.4 If, except in the case of a justified withdrawal from the contract by the Client, the Contractor fails to carry out the commissioned services in whole or in part at the Client's request, the Contractor shall be compensated for all disadvantages incurred by it as a result, including lost profit. Claims according to § 1168 ABGB are not affected by this.

### **7. Charges/prices:**

7.1 If the contractor is commissioned with services without a prior offer, the contractor may claim an appropriate fee. If it becomes apparent during the execution of the order that services are also to be performed which were not expressly included in the order, the Client shall already now commission the Contractor with the performance of these services. The contractor is entitled to demand an appropriate fee for this.

7.2 Flat-rate price/fee agreements must be expressly designated as such and must be in writing in order to be effective. This shall in no way constitute a lump sum for the services (non-genuine lump sum price). Changes to the content of the services shall have an effect on the lump sum price.

7.3 All prices and charges are subject to the statutory value added tax applicable at the time.

7.4 The contractor may charge a separate fee for any transmission costs. The client hereby authorises the transport or dispatch of the services by a means of

transport customary in the trade (post, rail) as well as by a transport company. The risk shall pass to the Client upon handover to the carrier.

7.5 The Contractor shall be entitled to invoice a deposit of one third of the agreed remuneration after placing the order and to invoice divisible services separately. Otherwise, invoicing shall take place after handover. Director's hours shall be invoiced on a monthly basis. The term of payment shall be 14 days net. The date of receipt by the contractor shall be decisive.

7.6 Payments by the client shall be made free of charges and deductions.

7.7 In the event of default in payment, the contractor shall reimburse the contractor for the expedient and necessary costs incurred as a result of the default in payment, such as expenses for reminders in the amount of € 10 per reminder, collection attempts, storage costs and any judicial or extrajudicial lawyer's fees. Interest on arrears shall amount to 12% per annum.

7.8 Offsetting by the Client with counterclaims or with alleged price reduction claims is only permissible if the Client's claim has been legally established or has been expressly recognised in writing by the Contractor.

7.9 If the Client is in default with a payment obligation to the Contractor arising from the contractual relationship or any other payment obligation, the Contractor shall be entitled, without prejudice to any other rights, to suspend its performance obligation until payment by the Client and/or to claim a reasonable extension of the delivery period, to declare all outstanding claims from all contractual relationships due and payable and, if applicable, to collect delivered items again, without this releasing the Client from its performance obligation. These actions shall only constitute a withdrawal from the contract if this has been expressly declared by the contractor.

### **8. Retention of title and property rights:**

8.1 All documents supplied, such as plans, sketches and other technical documents shall remain the property of the contractor until the purchase price or remuneration has been paid in full. The client shall make the retention of title evident by means of suitable signs.

8.2 All documents such as plans, sketches and other technical documents of the contractor as well as reproduction or illustrations thereof of any kind shall remain the intellectual property of the contractor and shall be protected in this respect under intellectual property law, in particular copyright and design law. Any utilisation not expressly granted, in particular copying, distribution, processing, reproduction or making available, as well as imitation, is not permitted.

8.3 If the contractor has included a reference to the provision of the services by him in the documents made available, a change, removal or obliteration of the creator's designation on all documents such as plans, sketches and other technical documents is only permitted with the consent of the contractor. The Contractor shall be entitled, and the Client shall be

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obliged, to state the name, company or corporate name of the Contractor in publications and announcements concerning the object of planning.

8.4 The Client shall be liable for ensuring that no industrial property rights of third parties are infringed by any planning details, drawings, models or other specifications provided.

### 9. Obligations of the principal:

9.1 The Client shall check the object of performance for correctness and completeness immediately after receipt. Execution of the object of planning using the object of performance without prior examination is not permitted. If the Client does not have the necessary expertise for the inspection itself, it shall call in suitable experts at its own expense.

9.2 If the Client has any uncertainties or questions regarding the subject matter of the performance, he is obliged to contact the Contractor immediately for clarification. The Client shall transfer this duty of clarification to the persons implementing the object of planning.

9.3 The Client is obliged, when using the object of performance in the execution of the object of planning, to have this carried out only by competent persons in accordance with the general state of the art.

9.4 Insofar as it is necessary for the performance of the service, the Client shall be obliged to provide the Contractor with supplementary details, planning documents, information, specifications or similar in writing.

without delay. Point 4.7. sentence 2 and 3 and 4.8. shall apply mutatis mutandis.

### 10. Warranty:

10.1 The warranty shall primarily take the form of improvement or replacement of the services within a reasonable period of time. The contractor shall have the right to choose in this respect. If improvement or replacement is not possible or is only possible at disproportionate expense, a reasonable price reduction shall be granted. Only in the case of irremediable defects which impede the use of the object of performance shall there be a right of conversion. In the event of a timely warranty, a claim for damage caused by delay is excluded.

10.2 The client must also prove the existence of a defect at the time of handover during the first six months after handover of the work. § Section 924a ABGB is expressly waived.

10.3 Claims under the warranty shall lapse if the Contractor's services have been modified or supplemented by third parties or by the Client itself.

10.4 The warranty period is twelve months, unless otherwise agreed in writing.

10.5 Notifications of defects and complaints of any kind must be made in writing without delay, describing the defect as precisely as possible, otherwise warranty claims and claims for damages will be forfeited. Notifications of defects and complaints made verbally,

by telephone or not immediately shall not be considered. Notifications of defects and complaints that are not made within 14 days of handover shall be deemed to be late in any case. The client shall bear the risk of delay and loss for the notice of defects and complaints.

10.6 If the client is a consumer within the meaning of the KSchG, the statutory warranty provisions shall apply exclusively. Points 10.1 to 10.5 shall not apply.

### 11. Damages:

11.1 The contractor shall only be liable for damage caused by gross negligence or wilful intent, unless it is personal injury or damage to property which he has taken over for processing. The injured party must prove the existence of gross negligence.

11.2 Liability for consequential damages, loss of profit, claims by third parties is excluded in any case. This also applies to damage caused by late completion (damage caused by delay), in particular if the delay is due to serious or unforeseeable operational disruptions, supply problems or lack of manpower. Liability arising from incorrect use of the object of performance is excluded.

11.3 Claims for damages shall become statute-barred within six months of knowledge of the damage and the damaging party.

11.4 Recourse claims against the Contractor arising from liability under the Product Liability Act are excluded.

11.5 In the event that the Client breaches any of the obligations set out in items 9.1. to 9.4., claims for damages and warranty claims by the Client shall be excluded.

11.6 If the client is a consumer within the meaning of the KSchG, the statutory warranty provisions shall apply exclusively. Points 11.1. to 11.5. shall not apply.

### 12. Withdrawal from the contract

12.1 In the event of default on the part of the Contractor, the Client shall in any case only be entitled to withdraw from the contract after setting a sufficient period of grace by registered letter. Delay with minor or insignificant (partial) performances does not entitle to withdrawal.

12.2 In the event of default on the part of the Client with regard to an obligation or duties, in particular purchase, partial or other payment obligations or cooperation activities, which makes the execution of the order impossible or significantly impedes it, the Contractor shall be entitled to withdraw from the contract immediately. Statutory rights of withdrawal shall not be affected thereby.

### 13. Handover:

The handover shall generally take place by collection by the contractor at the client's location (debt to be discharged by collection). Handover by dispatch must be expressly agreed. If the client does not attend the

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intended handover date or refuses the handover without justification, the handover shall be deemed to have taken place on the intended handover date. In this case, the client is entitled to charge an appropriate storage fee or to dispatch the object of performance together with the planning documents at the expense of the contractor.

### **14 Place of performance and jurisdiction:**

The place of performance and jurisdiction is the registered office of the contractor, unless the client is a consumer within the meaning of the consumer protection law. The contractor is also entitled to take

legal action at the general place of jurisdiction of the client.

### **15. Severability clause:**

Should any provision of these GTC be invalid in whole or in part or become invalid due to statutory provisions, the remaining provisions of these GTC shall remain valid unchanged. The parties undertake to replace the invalid provision by a valid provision with the content that most closely approximates the invalid provision in economic terms.