

General terms and conditions of business (GT&C)

1.) Validity of the general terms and conditions and deviations

- a) The following general terms and conditions shall apply for all current and future contracts between the client in its capacity as an operator and EAD engineering and design GmbH (hereinafter referred to as "EAD").
- b) Deviations from these conditions, and in particular the conditions of the client, shall apply only if EAD has expressly acknowledged and confirmed them in writing

2.) Quotations, subsidiary agreements

- a) Unless otherwise indicated, quotations issued by EAD shall be non-binding with regard to all indicated details, including the fee.
- b) If a contract confirmation from EAD contains modifications to the contract, these shall be considered approved by the client unless the client promptly indicates otherwise in writing.
- c) All agreements shall be made in writing.

3.) Awarding of contract

- a) The nature and scope of the agreed service shall be based on the contract, power of attorney and the present general terms and conditions.
- b) Any and all modifications and additions to the contract shall require written confirmation by EAD in order to become part of the contractual relationship.
- c) EAD shall fulfil its contract properly and in accordance with generally recognized rules of good engineering practice and the principles of sound financial management.
- d) EAD may enlist the services of other appropriately authorized parties to fulfil the contract and place orders with them on behalf of and for the account of the client. EAD is however obliged to inform the client of this intention in writing and grant the client the option of rejecting this order placement with third parties within 10 days.
- e) EAD may enlist the services of other appropriately authorized parties as sub-planners and place orders with them on behalf of and for the account of EAD. EAD shall, however, undertake to inform the client in writing if it intends to have orders fulfilled by a sub-planner and shall grant the client the option of rejecting this order placed with the sub-planner within one week, in which case EAD shall fulfil the order itself.

4.) Warranty and compensation for damage

- a) Warranty claims may only be lodged after notification of deficiencies and 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 EAD within a reasonable period; this period should in principle be one third of the agreed period for fulfilment of the service. A claim for damages caused by delay cannot be invoked within this period.
- c) EAD shall provide its services with the care expected of a specialist (Austrian General Civil Code [AGBG], section 1299).
- d) If, by breaching its contractual obligations, EAD is guilty of causing damage to the client, its liability to make good the damage caused by slight negligence (unless otherwise arranged in individual cases) shall be limited as follows:
 - 1) for cancellation of sale and personal injury, no limitation,
 - 2) in all other cases the following limitations shall apply: for contract amounts up to 250,000.00 Euros: a maximum of 12,500.00 Euros; – in the case of a contract amount above 250,000.00 Euros: 5% of the contract amount up to a maximum of 750,000.00 Euros
 - 3) liability for consequential damages and loss of income shall also be excluded in the case of gross negligence unless otherwise arranged in individual cases.

5.) Withdrawal of contract

- a) Withdrawal from the contract shall only be permitted for good cause.
- b) In the event of a delay in EAD 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 fulfilment of the contract by EAD

impossible or significantly impedes it, EAD shall be entitled to withdraw from the contract.

- d) If payment by the client is delayed, particularly if the payment delay relates to orders that have already been invoiced, EAD shall be entitled to withdraw from the contract.
- e) If EAD is entitled to withdraw from the contract, it shall remain entitled to the entirety of the agreed fee, including in the case of unjustified withdrawal by the client. Section 1168 of the Austrian Civil Code, also applies; in the case of justified withdrawal on the part of the client, the client must remunerate EAD for the services it has provided.

6.) Fee, scope of service

- a) Unless otherwise stated, all fees shall be in Euros.
- b) VAT (turnover tax) shall not be included in the stated 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 costing recommendations from the Austrian Association of Consulting Engineers shall form part of the contract content.
- e) Unless expressly agreed to the contrary, payment without deductions is due from the date of invoice. In the event of a delay in payment, interest in the amount of (currently) 9.2% per annum plus the cost of reminders shall be charged.
- f) Delivered goods remain the property of EAD until payment has been received in full.

7.) Place of fulfilment

The place of fulfilment for all company services shall be the registered office of EAD.

8.) Confidentiality

- a) EAD shall be obliged to maintain confidentiality regarding all information provided by the client.
- b) EAD shall also be obliged to keep its planning activities confidential if and so long as the client has a justified interest in this confidentiality. Upon fulfilment of the contract, EAD 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) EAD shall retain all rights and uses regarding the documents created by it (especially plans, brochures and 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 EAD. All documents must therefore be used only for the purposes expressly determined when the order is placed or through a subsequent agreement.
- c) EAD shall be entitled, and the client obliged, to indicate the name (company and trade name) of EAD in publications and announcements about the project.
- d) In the event of the contravention of these provisions for protecting documents, EAD may claim a contractual penalty in the amount of twice the appropriate compensation for unauthorized usage, whereby the right to a claim additional compensation for damages is retained. This contractual penalty shall not be liable to any judicial reduction of compensation. The client shall be responsible for furnishing proof that he has not used the engineering company's documents.
- e) For infringement of all copyright, patent-, trademark-, design- and license rights, all third-party claims, resulting damages and expenses, inclusive of all legal expenses and litigation costs, are borne by the client. EAD shall be indemnified and held harmless in such cases.

10.) Governing law, place of jurisdiction

- a) Austrian law shall apply exclusively to contracts between the client and EAD.
- b) It is agreed that all disputes arising from this contract shall be settled by the competent court at the location of the registered offices of EAD.