

# **GENERAL TERMS AND CONDITIONS**

## **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 the company Philip Sager Consulting e.U., referred to as PSC in this document.
- b) Deviations from these conditions, and in particular the conditions of the client, shall apply only if PSC has expressly acknowledged and confirmed them in writing.

## **2) QUOTATIONS, SUBSIDIARY AGREEMENTS**

- a) Unless otherwise indicated, the quotations from PSC shall be non-binding with regard to all indicated details, including the fee.
- b) If a contract confirmation from PSC 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 service shall be based on the contract, power of attorney and these general terms and conditions.
- b) Modifications and additions to the contract shall require written confirmation by PSC in order to become part of the contractual relationship.
- c) PSC shall fulfil the contract awarded to it properly and in accordance with generally recognized good engineering practice and the principles of sound financial management.
- d) PSC may enlist the services of other appropriately authorised parties to fulfil the contract and place orders with them on behalf of and for the account of the client. PSC 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 5 working days.
- e) PSC 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 PSC. PSC 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 5 working days; in that case, PSC shall fulfil 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 PSC within a reasonable period; this period should in principle be one third of the agreed period for fulfilment of the service. A claim for damage caused by delay cannot be invoked within this period.
- c) PSC shall provide its services with the care expected of a specialist (Austrian General Civil Code [AGBG], Section 1299).

d) If in breach of its contractual obligations PSC is guilty of causing damage to the client, its liability to make good the damage caused – unless otherwise arranged in individual cases – by slight negligence shall be limited as follows:

- 1) for cancellation of sale and personal injury, no limitation.
- 2) the following limitations shall apply in all other cases:
  - in the case of a contract amount up to 250.000 (two hundred and fifty thousand) euros: a maximum 12.500 (twelve thousand and five hundred) euros;
  - in the case of a contract amount above 250.000 (two hundred and fifty thousand) euros: 5% of the contract amount but a maximum of 750.000 (seven hundred and fifty thousand) euros.
- 3) 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 in PSC 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 PSC impossible or significantly impedes it, PSC shall be entitled to withdraw from the contract.
- d) If PSC is entitled to withdraw from the contract, it shall retain the right to claim the entire agreed fee, including in the case 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 PSC for the services provided.

## **6) FEES, SCOPE OF SERVICES**

- a) Unless otherwise indicated, all fees shall be in euros (EUR).
- b) The VAT (turnover tax) shall not be included in the fee amounts; this shall be paid separately by the client.
- c) Compensation with counterclaims, for whatever reason, shall be inadmissible.
- d) Unless expressly agreed to the contrary, payment must be made without deductions within 14 days of invoice submission. This payment shall be made into the account specified by PSC. 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 FULFILMENT**

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

## **8) CONFIDENTIALITY**

- a) PSC shall be obliged to maintain confidentiality regarding all information provided by the client.
- b) PSC 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, PSC shall be entitled to make public for advertising purposes, in whole or in part, the work specified in the contract, unless otherwise contractually agreed.

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## **9) PROTECTION OF PLANS**

- a) PSC 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 PSC. All documents must therefore be used only for the purposes expressly determined when the order is placed or through a subsequent agreement.
- c) PSC shall be entitled and the client obliged to indicate the name (company and trade name) of PSC in publications and announcements about the project.
- d) In the event of the contravention of these provisions for protecting documents, PSC may claim a contractual penalty in the amount of twice the appropriate compensation for unauthorized usage, whereby the right to a 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 PSC's documents.

## **10) GOVERNING LAW, PLACE OF JURISDICTION**

- a) Austrian law shall apply exclusively for contracts between the client and PSC.
- 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 PSC.

End of the General Terms and Agreements.