

## General Terms and Conditions of CT Engineering GmbH

### 1.) Validity of the General Terms and Conditions and Deviations

a) The following General Terms and Conditions apply to all present and future contracts between the Client and the Technical Office - Engineering Office.

b) Deviations from these terms and conditions and in particular also the Client's terms and conditions shall only apply if they are expressly acknowledged and confirmed in writing by the Technical Office - Engineering Office.

c) If the contracts are concluded with consumers as defined by the Consumer Protection Act (KSchG), the mandatory provisions of this law take precedence over the following General Terms and Conditions.

### 2.) Offers, additional agreements

a) The offers of the Technical Office - Engineering Office are, unless otherwise stated, subject to confirmation with regard to all data provided, including the fee. A change in the fees in the remuneration guidelines and service profiles published by the professional association between the preparation of the offer and invoicing shall entitle the Technical Office - Engineering Office to a corresponding change in the fee.

b) If an order confirmation from the Technical Office - Engineering Office contains changes to the order, these shall be deemed to have been approved by the Client, unless the latter immediately objects in writing.

c) Agreements must always be made in writing.

### 3.) Placing of orders

a) The type and scope of the agreed service result from the contract, power of attorney and these General Terms and Conditions.

b) Changes and additions to the order must be confirmed in writing by the Technical Office - Engineering Office in order to become the subject of this contractual relationship.

c) The Technical Office - Engineering Office undertakes to properly carry out the order placed with it in accordance with the generally accepted rules of technology and the principles of economic efficiency.

d) The Technical Office - Engineering Office may call upon other appropriately authorised persons to perform the contract and issue orders to them in the name and for the account of the Client. However, the Technical Office - Engineering Office is obliged to inform the Client in writing of this intention and to give the Client the opportunity to object to this order being placed with a third party within 10 days.

e) The Technical Office - Engineering Office may also use other appropriately authorised persons as sub-planners to perform the contract and issue orders to them in the name and for the account of the

Technical Office - Engineering Office. However, the Technical Office - Engineering Office is obliged to inform the Client in writing if it intends to have orders carried out by a sub-planner and to give the Client the opportunity to object to this order being placed with the sub-planner within one week; in this case the Technical Office - Engineering Office must carry out the order itself.

### 4.) Warranty and compensation

a) Warranty claims can only be raised after notifications of defects, which must be made exclusively in writing, by registered letter or electronically (e.g. e-mail), within 14 days of delivery of the service or partial service.

b) Claims for conversion and price reduction are excluded. Claims for improvement or addition of the missing parts are to be fulfilled by the Technical Office - Engineering Office within a reasonable period of time, which shall generally be one third of the period agreed for the performance of the service. A claim for damage caused by delay cannot be asserted within this period.

c) The Technical Office - Engineering Office shall render its services with the care expected of it as an expert (§ 1299 ABGB (Civil Code of Austria)).

### 5) Transfer of risk

The right of use and the risk – also in the case of partial deliveries – shall be transferred to the Client upon delivery and handover. This also applies if the Technical Office - Engineering Office has taken over the delivery and the execution of the commissioning. If delivery is delayed due to circumstances for which the Client is responsible, the risk shall be transferred to the Client on the day on which the service was made available for delivery.

### 6.) Product liability

Any claims for recourse against us by contractual partners or third parties under the title of "Product Liability" as defined by the Product Liability Act (PHG) shall be excluded, unless the party entitled to recourse proves that the defect was caused in our sphere of responsibility and was at least grossly negligent.

### 7.) Withdrawal from the contract

a) Withdrawal from the contract is only permissible for good cause.

b) If the Technical Office - Engineering Office is in default with a service, the Client may only withdraw from the contract after setting a reasonable grace period; the grace period must be set in writing, by registered letter or electronically (e.g. e-mail).

c) If the Client is in default with a partial performance or an agreed cooperation activity, which makes the execution of the order by the Technical Office -

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Engineering Office impossible or considerably impedes it, the Technical Office - Engineering Office is entitled to withdraw from the contract.

d) If the Technical Office - Engineering Office is entitled to withdraw from the contract, it retains the right to the entire agreed fee, also in the event of unjustified withdrawal by the Client. Furthermore, § 1168 ABGB (Civil Code of Austria) shall apply; in case of justified withdrawal of the Client, the services provided by the Technical Office - Engineering Office shall be paid for by the Client.

### 8.) Fee, scope of services

a) Unless otherwise stated, all fees are stated in EURO.

b) The amounts of the fees stated do not include sales tax (value added tax); this must be paid separately by the Client.

c) Compensation with any counterclaims, for whatever reason, shall not be admissible.

d) Unless otherwise specifically agreed in a contract or power of attorney, the non-binding calculation recommendations issued by Austrian Association of Consulting Engineers shall apply as part of the contract.

### 9.) Place of performance

Place of performance for all office services is the registered office of the Technical office - Engineering office.

### 10.) Non-disclosure

a) The Technical Office - Engineering Office is obliged to keep secret all information provided by the Client.

b) The Technical Office - Engineering Office is also obliged to keep its planning activities confidential if and as long as the Client has a justified interest in this confidentiality. After execution of the order, the Technical Office - Engineering Office is entitled to publish the contractual work in whole or in part for advertising purposes, unless otherwise agreed in the contract.

### 11.) Protection of plans

a) The Technical Office - Engineering Office reserves all rights and uses to the documents prepared by it (in particular plans, brochures, technical documents).

b) Any use (in particular editing, design, duplication, distribution, public presentation, making available) of the documents or parts thereof is only permitted with the express consent of the Technical Office - Engineering Office. All documents may therefore only be used for the purposes expressly defined when the order is placed or by a subsequent agreement.

c) The Technical Office - Engineering Office is entitled and the Client is obliged to state the name

(company, business name) of the Technical Office - Engineering Office in publications and announcements about the project.

d) In the event of violation of these provisions for the protection of documents, the Technical Office - Engineering Office is entitled to a penalty amounting to twice the appropriate fee for unauthorised use, with the right to assert a claim for damages in excess thereof being reserved. This penalty is not subject to the right of judicial restraint. The burden of proof that the Client has not used the documents of the Technical Office - Engineering Office shall be incumbent on the Client.

### 12.) Reservation of proprietary rights

The delivered results and drawings/models as well as components remain the property of the engineering office until the buyer has paid the complete purchase price. The assertion of the retention of title shall not mean the withdrawal from the fulfilment of the order or the contract. The buyer is not entitled to expropriate and encumber the item during the validity of the retention of title. The buyer is obliged to inform us immediately of all legal circumstances relating to the product which is the property of the engineering office.

### 13.) Choice of law, place of jurisdiction

a) Contracts between the Client and the Technical Office - Engineering Office shall be governed exclusively by Austrian law.

b) For all disputes arising from this contract, the jurisdiction of the competent court at the registered office of the Technical Office - Engineering Office shall be agreed.