

**General Terms and Conditions of Purchase (GTCP) of
RED Drilling & Services GmbH (RED)
(Booth 02/2022)**

DEFINITIONS

Client:

RED Drilling & Services GmbH (RED), Schwarzmoos 28, 4851 Gampern

Contractor:

The contractual partner of the Client for the present contract.

Service to be procured:

Is the service to be provided by the Contractor in accordance with the Procurement Documents.

Procurement document:

The documents or regulatory contents pursuant to item 2 of these GPC including their annexes.

Place of performance:

The place of performance for the services to be procured shall be the place defined in the contract in each case. For payments, the place of performance is the Client's location in Gampern.

Overall system:

Is the unit or the plant of the Client in whose functional or factual connection the Procurement Object Service to be provided by the Contractor is located.

Takeover:

Is the Acceptance of the delivery by the Client.

Acceptance:

Is the acceptance in accordance with the acceptance procedure agreed in the Procurement Documents.

1. FORMATION OF THE CONTRACT

Enquiries of the Client shall be non-binding and shall be understood as an invitation to submit an offer. Unless otherwise specified in the Client's enquiry, the Contractor's offers shall be binding for at least 60 days from receipt by the Client. The offer shall be prepared free of charge, even if this requires preparatory work by the Contractor.

The contract between the Client and the Contractor shall be concluded when the Contractor has accepted the Client's written order by means of a written order confirmation; the transmission of a scan of the duly signed order to an e-mail address provided by the Contractor or the transmission of the scan of the order confirmation to the Client's e-mail address stated on the order shall be sufficient for this purpose. If the order confirmation deviates from the order, the Contractor shall clearly indicate this in the order confirmation; these changes shall only become part of the contract if the Client expressly accepts them in writing - acceptance of the Contractor's services shall not constitute consent to the changes.

The Client is entitled to revoke its order if the Contractor has not accepted it within two weeks of receipt by means of a written order confirmation. The revocation shall be deemed timely if it was sent to the Contractor before receipt of the order confirmation.

By accepting the order, these General Terms and Conditions of Purchase (GTCP) shall become an integral part of the contract and shall apply to all procurements of the Client from the Contractor; they shall also apply to follow-up orders, additional orders and amendments, even if these do not expressly refer to the GTCP. The Contractor's general terms and conditions as well as legal provisions of the Contractor contained in other documents of the Contractor and deviating from these GPC are excluded unless they have been expressly accepted in writing by the Client. The mere reference to documents of the Contractor does not imply the consent to legal regulations contained therein. The Contractor's general terms and conditions or contract forms are hereby already objected to; a specific objection in the individual case is not required.

2. RELEVANT DOCUMENTS FOR A SERVICE TO BE PROCURED

A Contract in respect of a Procured Service shall comprise the following documents (including their annexes) which shall be valid in accordance with the following order of precedence:

1. Mandatory applicable legal regulations;
2. The written order of the AG;
3. The jointly initialled technical and/or commercial negotiation protocol, if available;
4. The framework agreements concluded between the Client and the Contractor, if any;
5. For the provision of services by the Client: The safety regulations for external contractors, as amended from time to time, which are published on the homepage of the Client under the following link: [http:// https://www.red-drilling-services.at/downloads](http://https://www.red-drilling-services.at/downloads)
6. These GTCP of the Client;
7. The Contractor's offer (references to the Contractor's General Terms and Conditions are invalid);
8. The Code of Conduct for Suppliers according to point 23
9. All (dispositive) statutory and technical standards, directives and other regulations, insofar as they relate to the performance which is the subject of the procurement or which are state of the art, in particular the relevant ÖNORMEN, Din, EN and/or API standards (where applicable), the building regulations, the Mineral Resources Act, the Gas Industry Act, etc., which (i) are valid at the time of conclusion of the contract, (ii) are announced at the time of conclusion of the contract but only come into force again with transitional periods within the performance period or (iii) which come into

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effect within the performance period. which (i) are valid at the time of the conclusion of the contract, (ii) are published at the time of the conclusion of the contract but only come into force again with transitional periods within the period of performance or (iii) which come into force again within the period of performance and are immediately binding, provided that the change covered by (ii) or (iii) was foreseeable or had to be foreseeable for the Contractor. The provisions resulting from item 4 supplement the content of the contract from a technical point of view only. Commercial provisions resulting therefrom are already priced into the offer.

In the event of contradictions, the regulations shall apply in the above order.

3. SUPPLIES AND SERVICES OF THE CONTRACTOR

The scope of delivery and services to be provided by the Contractor results from the documents and regulations according to point 2.

All supplies and services not listed separately in the procurement documents shall - insofar as they are necessary for the complete, proper and approvable construction, the commissioning, the fully functional practical operation or the state of the art of the functional unit of the overall plant that is the subject of the procurement - also be included in the scope of the Contractor's services and shall be deemed to be included in the price offered. In particular, all special requirements of the oil and gas industry shall be taken into account. The only exceptions to the Contractor's scope of services are the Client's own services which are explicitly stated in the procurement document. The Contractor shall duly document its services.

Indivisible overall services are agreed.

By submitting its offer, the Contractor confirms that it has informed itself about the nature and scope of its obligations, as well as about all circumstances that may play a role in the planning, calculation and subsequent execution of the performance that is the subject of the procurement, in particular also about the local conditions (if applicable: including site inspection), locally applicable standards and the nature of the place of performance. Section 1168a ABGB shall apply.

The Contractor shall provide at its own cost and risk all employees, subcontractors, operating resources, components and equipment, machines, devices, scaffolding, lifting equipment, assembly containers (incl. equipment, maintenance, clearance as well as the operating costs of the construction site, telecommunications, photocopiers, etc.) required for the execution of the performance which is the subject of the procurement; excluded from this are all those supplies and services which are expressly to be provided by the Client in accordance with the procurement documents. These costs shall be included in the tender price.

The Contractor undertakes to comply with all statutory provisions and official orders applicable to the provision of the services (in particular for the entire plant and for each place where the services are to be provided) within the scope of the provision of the services which are the subject of the procurement. The Contractor undertakes to ensure that, in particular, all statutory, official and company health and safety regulations (see in particular HSE, item) and all individual official orders are complied with by its employees and any other vicarious agents. Furthermore, the Contractor shall be obliged to comply with the labour and social law provisions applicable in the respective country of use, as well as the provisions on the employment of foreigners and the corresponding provisions against wage and social dumping when carrying out the deliveries and services, with other liability for the adverse consequences. The Contractor shall not employ any persons named in applicable national, EU and/or US sanctions lists. In the event of violations in this regard, the Contractor shall fully indemnify and hold the Client harmless.

Furthermore, the Contractor undertakes to adhere to the agreed schedules. In the event that written completion dates are exceeded, neither a wage nor a material price increase shall be remunerated for work carried out after this date; if agreed, the penalties pursuant to item 11 may apply. If the postponements are demonstrably caused by the Client, the schedule shall be postponed by the period of the delay, but the agreed periods between the deadlines shall remain unaffected. Insofar as the postponements were not caused by gross negligence on the part of the Client, the Contractor shall not be entitled to any compensation for damages.

The service shall be provided in such a way that the construction, commissioning or operation of the entire plant is not disrupted, so that there are no delays or additional expenses in the operational business of the Client. This obligation shall also apply in particular to the relationship with other contractors of the Client.

The Contractor undertakes to ensure that the persons employed by him or his subcontractors have the necessary authority, reliability, specialist knowledge and physical fitness to carry out their work. If subcontractors are used, they must be named by the Contractor when submitting the tender and approved by the Client before use. The same shall apply to the exchange of subcontractors. Subcontractors may be rejected by the CL for objectively justified reasons. The use of assistants shall not release the Contractor from its obligations; the Contractor shall be liable for the conduct of its assistants and/or suppliers as for its own conduct.

Insofar as the performance subject to procurement includes construction and assembly services, the Contractor shall additionally comply with the following provisions:

- The working time shall be the 40-hour week. The daily working time shall be agreed separately.
- Overtime, night, Sunday and public holiday hours shall only be remunerated if they are ordered by the Client before the work is carried out or if they are not performed by the Contractor to make up for delays for which he is responsible. In the case of lump sum or measurement work, however, only the overtime surcharge shall be paid.
- Public holidays not recognised by law shall be deemed to be working days. The Contractor shall obtain any necessary approval from the competent supervisory authority for the performance of overtime, night, Sunday and public holiday work.
- Work under special hardship shall be deemed to be that which is stipulated in the relevant collective agreements for workers and employees in Austria valid at the time. At most, the percentages specified therein shall be remunerated.
- Insofar as no unit prices have been agreed, the following provisions shall apply to invoicing:
- The Client shall only recognise as travel hours those which are required from the location of the company concerned to the place of assembly with a favourable flight, train or road connection.
- For the assembly personnel, travel costs shall be reimbursed according to actual expenditure against proof (invoice, ticket, etc.) without surcharge.
- With regard to the reimbursement of travel expenses, the relevant collective agreements for blue- and white-collar workers in Austria valid at the time shall apply. If travel by car is agreed, the official kilometre allowance shall be paid.
- The start of assembly shall be agreed between the Client and the Contractor, unless already fixed in the contract.
- The person envisaged as the Contractor's representative shall be notified to the Client in writing prior to commencement of the work and must always be available during working hours.
- The Contractor shall ensure that the positions of the key personnel are filled as consistently as possible. Key personnel shall be the project manager, the site manager and those persons who are additionally specified as key personnel. The Contractor shall change key personnel at the justified request of the Client.
- HSEQ

Health, safety, environment and quality (HSEQ) are a direct responsibility of the Contractor, both in its parent organisation and among its vicarious agents and subcontractors. The Contractor's management as well as the supervisor in the parent organisation or the Contractor's project manager therefore promote the HSEQ awareness of their employees through their own positive behaviour as well as through information, instruction and motivation.

The Contractor's employees support the HSEQ measures through their conduct. The Contractor unconditionally accepts the "Third Party Contractor Safety Regulations" and irrevocably undertakes to comply with them. The Contractor shall ensure that its employees, including subcontractors, comply with the regulations and shall monitor compliance.

All safety and environmentally relevant events on the construction site shall be reported to the Client without delay and the further course of action shall be coordinated with the Client. Accidents of the Contractor's personnel on the construction site shall also be reported immediately. A copy of the accident report shall be handed over to the Client. For safety reasons, the Contractor's personnel shall undergo the prescribed entry and exit checks. Before commencing work, the Contractor must contact the site management for instruction in the occupational safety measures.

In the event of infringement of HSE regulations, the AG shall be entitled to have the work stopped immediately without the Contractor being able to derive any claims from this. Delays caused by this shall not result in a postponement of the deadlines.

5. DELIVERY AND PACKAGING PROVISIONS

Unless otherwise agreed, deliveries shall be made on the basis of DDP (INCOTERMS 2020) place of performance, packed and unloaded. If a delivery is made (even only partially) by sea transport, transport insurance must be taken out for the transported items; this is already covered by the offer price.

The AG shall be notified in good time before delivery. Any expected delays in delivery shall be notified by the Contractor without delay. Only the delivery of the agreed total quantity shall be deemed to be on time. Partial deliveries are only permissible insofar as they have been expressly agreed and are to be marked as such.

If the type of packaging is not specified by the Client, the Contractor shall design it in such a way that the integrity of the goods is guaranteed up to the place of delivery (including unloading and storage after delivery). Items subject to special product regulations (such as products subject to hazardous goods regulations) shall be classified, packaged and labelled in accordance with the regulations and the respective modes of transport; the legally required safety data sheets shall be enclosed with the order confirmation and the consignment.

Deliveries are to be provided with all information necessary for the smooth handling of the delivery and the correct allocation at the destination, but at least with the following information:

- Order reference (order number);
- Name of the Client and contact person at the Client;
- Name of the Contractor and contact person at the Contractor (incl. contact details);
- Destination;
- Weight (gross) in kilograms;
- Dimension (LxWxH) in cm;
- Packaging / delivery units according to order or if other delivery units are used: Conversion to the delivery units according to the order.

Even if other delivery conditions are agreed (in particular if the Client carries out the transport itself), the Contractor shall be obliged to provide the Client with all the necessary information for the smooth processing of the delivery to the destination determined by the Client.

The individual parts in the packaging must be properly labelled, at least in accordance with the contractual specifications (part no., TAG no., item no., etc.). Each package shall contain a packing slip or delivery note with a precise description of the contents and packaging data in accordance with the documents specified in the order. The Contractor shall provide a valid proof of preference (such as movement certificate, certificate of origin, supplier's declaration, etc.) if requested to do so in the order.

The order number shall be indicated on all documents, delivery items and on the invoice. If the delivery is made by a company other than the Contractor, this company must also be requested to state the order number. In order to ensure correct allocation at the destination, the Contractor and (if specified in the order) any subcontractor of the Contractor responsible for receipt shall be indicated on the shipping documents.

C.O.D. shipments shall not be accepted by the AG. Expenses and damages resulting from non-compliance with the shipping instructions shall be borne by the contractor.

5. QUALITY ASSURANCE

The Contractor shall regularly inform the Client about the status of the work and all significant incidents. The Client shall be entitled to inform itself at any time (itself or through commissioned third parties) about all of the Contractor's work as well as its status and progress and to inspect the work. The Contractor shall contractually ensure the right to information and inspection at suppliers and subcontractors. The Contractor shall provide the Client with documents (plans, test reports, etc.) in good time so that the Client has sufficient time to exercise its right of inspection and/or agreed reporting and/or stopping points and so that the changes required to achieve the agreed quality are still possible within the agreed deadlines. For the performance of the tests and inspections by the CL, the CO shall provide all necessary support free of charge, such as the provision of the necessary aids and measuring equipment and, if required, the provision of qualified personnel.

At the request of the Client, the Contractor shall prove that it has introduced a quality assurance system which complies with the principles of quality assurance of the relevant current standards (e.g. SCC, ISO9001, ISO14001, ISO45001). For the individual deliveries and/or services, it shall ensure that the quality requirements specified by the Client in accordance with the procurement documents are met. Compliance shall also be ensured and regularly inspected at any subcontractors and suppliers. The test reports shall be submitted to the Client at its request.

If the affixing of the CE marking and a CE declaration of conformity is required or permitted for the supplies/services, the Contractor is obliged to comply with all legal provisions in this respect and to affix the CE mark to a machine/plant ready for use and to provide the Client with the necessary CE declarations of conformity for machines or the CE declaration of incorporation for incomplete machines including the risk analysis and operating and maintenance instructions in the languages required for the documentation or in the languages required by the legal provisions.

If EC Regulation 1907/2006 REACH applies to the deliveries, a safety data sheet (Article 31 f) or information for articles (Article 33) must be provided free of charge in German and English.

An inspection by the Client and/or commissioned third parties shall not constitute approval and/or acceptance and shall not release the Contractor from its performance and guarantee/warranty obligations.

7. SUBSEQUENT CHANGES TO THE ORDER, RIGHT TO ISSUE INSTRUCTIONS

The Client shall be entitled at any time to request changes and/or additions to the services to be procured, even after conclusion of the contract. The Contractor shall be obliged to inform the Client in writing without undue delay of all relevant effects of the desired changes (in particular with regard to costs, deadlines, safety-relevant aspects, etc.) and to submit a corresponding offer. The changed or additional services shall be charged on the basis of the original price calculation, without increasing the unit prices or the business overheads. If a lump sum price was agreed for the original performance, the Contractor shall explain to the Client the price calculation used for this. The execution of the additional or changed services may only be commenced after written confirmation or signing of a joint meeting protocol by the Client.

If verbal instructions are issued in safety-relevant cases, these shall be recorded immediately - at least on the same working day - in a meeting protocol signed by the Client and the Contractor. The Client's right to issue instructions shall not affect the Contractor's responsibility for the fulfilment of the contractual obligations, in particular § 1168a ABGB shall apply. If the Contractor has reservations about the Client's instructions, in particular with regard to quality, warranty, safety, deadlines and remuneration, he shall immediately notify the Client in writing. In such cases, the Contractor shall postpone the execution of the instructions until the Client has responded. If the Client confirms its instructions in writing despite the concerns expressed by the Contractor, these instructions shall be carried out.

8. REMUNERATION OF THE CONTRACTOR - TERMS OF PAYMENT

The Client shall pay the Contractor the contractually agreed remuneration for the services to be procured; this shall include all costs of the Contractor and any subcontractors associated with the performance of the order. The agreed prices shall remain unchanged until complete fulfilment of the order. Any changes in the calculation basis whatsoever shall have no influence whatsoever on the price offered. The bearing of additional costs for unforeseeable changes in the law is to be settled by mutual agreement, whereby the additional costs are to be proven by the Contractor by means of verifiable documents.

The prices stated in the offer are to be shown net plus statutory VAT. The payment dates shall be mutually agreed between the contracting parties. If no arrangement is made, invoices shall only be issued upon complete performance of the service which is the subject of the procurement and any rectification of defects (and, if agreed, after acceptance).

The invoice shall state the packaging / delivery units according to the order. If other delivery units are used, they shall be converted into the delivery units according to the order or at least information on the conversion into the delivery units according to the order shall be included.

The final invoice may only be issued after completion of all services subject to procurement (and if acceptance has been agreed: their acceptance by the Client). When drawing up the final invoice, all payments on account and any liability or cover discount shall be taken into account. Furthermore, it shall contain the declaration signed by the company that after payment of the final invoice no further claims (with the exception of the claim for repayment of an existing liability or cover discount) will be asserted on the basis of this contract (including supplementary claims). The final invoice shall show an express waiver of reservations.

Unless otherwise agreed, payments shall be made within 45 days of receipt of an auditable, correct and legally compliant invoice.

Payments shall not constitute an acknowledgement of the correctness of the invoice and/or the contractual conformity of the delivery or service, but shall be made subject to subsequent verification. In particular, all claims of the Client arising from the contract against the Contractor shall remain fully valid.

Contractors from another EU state must include in all invoices, in addition to the legally required information for tax exemption, proof of the movement of goods.

The Client reserves the right to retain 10% of the total order value (including all supplements) for the duration of the warranty period plus 3 months as a non-interest-bearing liability waiver. Upon request, a free, irrevocable and unconditional bank guarantee, payable on first demand, of a major bank domiciled in the EU area for the same amount and duration may be provided instead. In the event of an extension of the warranty period due to warranty claims, the bank guarantee shall be extended accordingly no later than two months before its expiry, failing which the AG shall be entitled to draw on the bank guarantee.

The Contractor shall not be entitled to set off its own claims against claims of the Client unless the claims have been expressly confirmed in writing by the Client both on the merits and in terms of amount or have been legally awarded by a court or in the event of the Client's insolvency.

9. ACCEPTANCE

If acceptance by the Client has been agreed with regard to the services to be procured, this shall take place as stipulated in the procurement documents, but in any case in the form of an acceptance protocol to be signed jointly. If the Client does not formally accept the Procured Work for reasons for which the Contractor is responsible (e.g. defects), the interim use of the Procured Work shall in no case constitute acceptance in the legal sense.

10. TRANSFER OF OWNERSHIP AND RISK

Unless otherwise agreed (e.g. by means of an acceptance procedure in accordance with the procurement documents), ownership and the risk of accidental loss shall pass to the Client upon acceptance of the entire delivery or service by the Client at the agreed place of delivery or performance (after prior notification of the Client of the forthcoming delivery so that it can be accepted by the responsible employees of the Client). Retention of title is excluded. Partial deliveries or deliveries at a time or place of performance other than the agreed time or place of performance shall only be permitted with the express consent of the Client. Such deliveries without the prior consent of the Client shall not result in a transfer of risk. Deliveries without prior notification of the Client shall only cause a transfer of risk when the delivery has actually been taken over by the Client.

11. DEADLINES AND PENALTY

The time of complete and defect-free performance in accordance with the contract shall be decisive for the timeliness of a delivery or service. Insofar as dates are postponed with the consent of the Client, these new dates shall apply accordingly as new penalty dates.

Deadline penalties/milestones:

Penalised dates or milestones shall be defined in the procurement documents. If the agreed milestones are exceeded, the Contractor shall be in default without any further reminder and shall owe the Client - unless otherwise agreed - a contractual penalty of 1.0% of the total order value irrespective of fault for each week or part thereof and for each milestone marked as subject to a penalty, but not exceeding a total of 10% of the total order value (deadline penalty).

Documentation penal:

Penalised documents are defined in the procurement documents. If the agreed deadlines for the documents to be delivered by the Contractor are exceeded, the Contractor shall be in default without further reminder and shall owe the Client a contractual penalty of 0.5% of the total order value for each week or part thereof and for each document defined as penalised, but not exceeding a total of 5% of the total order value (documentation penalty).

Capping:

Unless otherwise agreed, the sum of contractual penalties shall be limited to 15% of the total order value (including all supplements). Contractual penalties shall not be considered as liquidated damages. The Client therefore expressly reserves the right to claim damages in excess of the strict contractual penalties (pursuant to clause 14).

The acceptance of a delayed performance shall not exclude any claims for compensation on the part of the Client. If a delivery is made prematurely, the Client shall be entitled to refuse the delivery until the agreed delivery date or to charge the Contractor with the costs incurred as a result (storage costs, etc.).

12. WARRANTY

The Contractor shall ensure that

- all services to be procured are functional, free of defects and suitable for the intended use and comply with the contractually agreed properties, the relevant standards, norms and legal provisions in the country in which the Client has its registered office (and, if different, at the agreed place of delivery), including the properties usually assumed and the current state of the art, and
- the performance which is the subject of the procurement becomes the freely available property of the Client and is free from defects of title.

The Contractor shall remedy all defects without delay and at its own expense. Associated costs (e.g. for troubleshooting, fault rectification, replacement or improvement, collection or delivery, personnel) shall only be borne by the Client to the extent that they would also have had to be charged to the Client in the event of contractual performance. If the Contractor fails to comply with its obligations under this Article despite having been granted a reasonable grace period, the Client shall be entitled to remedy the defects or damage at the Contractor's expense and/or have them remedied by third parties. In safety-relevant cases (in particular in case of imminent danger) and/or in order to fulfil its duty to minimise damage, the Client shall be entitled to do so even without setting a grace period.

Within the scope of the warranty, the Client shall be free to demand improvement, replacement, price reduction and/or rescission. However, the Client shall only have the right to rescission in the event of defects that are not merely minor. A defect is in any case not merely minor if it deviates from guaranteed performance parameters or deviates from other performance parameters by 5% or more.

Unless otherwise agreed or prescribed by law, the warranty period for the services to be procured shall be 24 months from delivery for movable items and 36 months from delivery for immovable items or work/installations on immovable items. In the case of defects of title and hidden material defects, the warranty period shall not commence until they become known to the Client. Partial performances or deliveries do not trigger the warranty period. If defects occur within 6 months after acceptance of the performance which is the subject of the procurement, it shall be assumed that these were already present at the time of handover or acceptance. For improved or replaced deliveries/services, the warranty period shall start anew from the time of their handover or acceptance by the Client. If acceptance of the Contractor's services has been agreed in accordance with clause 9, the aforementioned warranty periods shall not commence until formal acceptance of the services. In the event of defects, there shall be no obligation to carry out an inspection or acceptance. The use or processing of the performance which is the subject of the procurement shall not be deemed to be its approval, acceptance or a waiver of any claims.

The Client shall report obvious defects within a reasonable period of time, but at the latest within 30 days after acceptance of the performance. The Client shall report hidden defects within a reasonable period of time, however, no later than 30 days after their discovery. Already the verbal notification of a defect shall have the effect of keeping the time limit. The Client shall be entitled to assert claims for defects or damages even after the expiry of the limitation period.

The defect shall be remedied in the shortest possible time and with the greatest possible respect for the Client's operational processes. If the type of remedy is unclear, the Contractor must submit remedial proposals within 5 working days and agree them with the Client. Should the same defect occur again, the Contractor shall prove that it is not a planning or construction error. Should he not succeed in doing so, he shall carry out or arrange at his own expense all measures and work necessary for a functioning, state-of-the-art system.

Despite recourse to the warranty, further claims of the Client, in particular from product liability, damages, tortious acts and management without a mandate, shall remain unaffected.

13. LIABILITY

The Contractor shall be liable for all damage caused to the Client or its personnel by it or its vicarious agents in the course of or in connection with the performance of the Procured Services in accordance with the statutory provisions. If claims are asserted against the Client by third parties in connection with the Contractor's performance under the Procurement Object due to the Contractor's fault, the Contractor shall indemnify and hold the Client harmless; in cases of no-fault liability/endangering liability this shall apply irrespective of fault. In this context, the Contractor warrants in particular that no third party rights exist to the performance which is the subject of the procurement or that the Contractor has acquired or been licensed these to the extent required for the performance in accordance with the contract and is entitled to transfer or sublicense these to the Client.

The Client shall be liable - to the extent permitted by law - exclusively for gross negligence and intent; any liability of the Client for slight negligence as well as for indirect damage and/or loss of profit shall be excluded. The Client shall only be liable to the extent that a claim exceeds EUR 10,000 in an individual case. Apart from that, the liability of the Client shall be limited in each individual case to 10% of the respective order value (total remuneration of all services belonging to the respective project excl. VAT, excl. undrawn options or contract extensions and excl. those partial services which the Contractor has not yet started to fulfil); in total, the liability of the Client shall be limited to 50% of the order value of the last 12 months for the contract concerned. Liability for personal injury shall remain unaffected.

14. INSURANCES

The Contractor declares and undertakes to have public liability insurance which covers the risks associated with the services to be procured and has an appropriate sum insured, and to maintain this at least for the duration of the provision of services to the Client. When submitting the tender, the Contractor shall provide evidence of a liability insurance policy in force for the period of performance of the services, stating the specified amounts of cover for personal injury and property damage per claim. If the service is provided by the Client within the scope of a project for which CAR insurance ("Carry All Risk" construction and assembly insurance) exists, the Client shall inform the Contractor of this in order to be able to take this into account for the insurance coverage.

15. OWNERSHIP OF DOCUMENTS - INTANGIBLE PROPERTY RIGHTS - RIGHTS OF USE

The Client shall be entitled to the ownership of all documents, drawings, individual software, etc. which the Contractor (or its subcontractors) produces or procures in fulfilment of the order or this contract ("Documents") and which are already compensated for by the agreed price. The Contractor undertakes to hand over the originals as well as an editable electronic version of these Documents to the Client and irrevocably and without separate remuneration grants the Client the exclusive and transferable as well as sub-licensable right of use, exploitation and processing of the Documents as well as of all other results created for the Client within the scope of the provision of the Services (incl., if applicable, copyright protected) in the legally broadest sense possible.

The Contractor shall be obliged to provide its services in such a way that they are free of third party rights, in particular free of patent rights or other industrial property rights or intellectual property rights. If access to the industrial property rights of third parties is necessary to achieve the purpose of the contract, the Contractor shall state this in its offer; in this case, the Contractor undertakes to grant the Client all rights of use, processing and exploitation necessary to realise the subject matter of the contract (and in particular the intended use of the products delivered / services provided by the Contractor) without further costs and/or to obtain such rights from the parties entitled thereto, whereby these rights shall be structured in such a way that the Client retains these rights permanently, i.e. also beyond any end of the contract. i.e. also beyond any termination of the underlying agreements.

The Contractor shall be liable for ensuring that third-party property rights are not infringed. If claims of third parties are asserted against the Client on the basis of such rights, the Contractor shall be obliged to indemnify and hold the Client harmless from and against such claims.

16. FINDINGS

The Contractor shall take up inventions which arise in the course of the work for the Client or which are based on documents, know-how (etc.) provided by the Client, report them to the Client without delay and transfer them to the Client at the latter's request without further remuneration. The Contractor guarantees that it has concluded all necessary agreements with its employees and/or subcontractors for this purpose. At the request of the Client, he shall support the Client in the context of any patent application. The Contractor shall bear the inventor's remuneration, if any, of its employees and undertakes not to contest the industrial property right to be applied for, not to support third parties in taking action against it and not to prevent the application for an industrial property right in any other way (e.g. by disclosing the invention to third parties).

17. SECRECY - PUBLICATIONS

The Contractor expressly undertakes to treat all information received by it and its representatives, advisors or other agents in the course of the initiation and/or execution of the contract as confidential, to use such information exclusively for the purpose of the business relationship between the Contractor and the Client and to prevent the disclosure of such information, in whatever form, to third parties. The disclosure of information subject to secrecy is only permissible to the extent that this is necessary for the provision of the service which is the subject of the procurement and the recipients of the information are subject to a professional obligation to maintain secrecy or have previously been obliged to maintain secrecy and to keep it for a specific purpose under at least equally strict conditions. The Contractor shall be liable for violations by the recipients as for its own conduct and shall fully indemnify and hold the Client harmless.

Publications of any kind (radio, television, press, trade journals, lectures or the like) about the service to be procured or the existence of a contractual relationship with the Client (e.g. in the form of reference information) may only be made or made possible by the Contractor with the prior written consent of the Client. This shall also apply to the production of photographs, drawings and other representations intended for publication. The Contractor shall ensure that third parties also obtain the Client's consent in the aforementioned cases.

The Contractor undertakes to hand over or (at the request of the Client) delete all confidential information of the Client in its possession (or in the possession of the aforementioned recipients) (including any copies) without delay and without being requested to do so after the performance of the service or after premature termination of the contract, insofar as this does not conflict with statutory retention obligations, and to confirm to the Client in writing that all confidential information has been handed over or deleted.

The obligations of the Contractor under this Article shall continue to apply for an indefinite period after termination of the contractual relationship.

18. FORCE MAJEURE

Force majeure shall be understood to mean events or circumstances which make it impossible for the affected contractual partner to fulfil its contractual obligations; however, this shall only apply insofar as these are events or circumstances which could not be foreseen by the affected contractual partner, are not under its control, are not attributable to it and could not or cannot be avoided or eliminated by the affected partner even by exercising due diligence.

If the aforementioned criteria are cumulatively met, the following events and circumstances, for example, shall be considered force majeure: (a) natural disasters; epidemics, pandemics, quarantaine measures; (b) governmental or judicial measures including seizure or expropriation, embargoes; (c) war, civil war or civil war-like conditions, riots, civil commotion, sabotage or terrorist attacks; (d) blackouts or interruptions of necessary supply lines as well as events or circumstances which are equivalent to the situations mentioned in (a) to (d).

The term force majeure does not include (a) insufficient financial resources of a contracting party; (b) delay or failure in the supply of operating resources, raw materials, machinery (insofar as these do not themselves result from force majeure pursuant to the preceding paragraphs), or (c) strikes, lockouts, work stoppages or similar measures of industrial action.

If one of the contracting parties does not intend to fulfil its contractual obligations due to force majeure, it shall immediately notify the other contracting party thereof, stating the specific circumstances and the expected duration. In the event of force majeure, the contractual partners shall endeavour to keep the resulting disadvantages as low as possible. In particular, the affected contractual partner shall take all technically and economically reasonable measures to eliminate or mitigate the cause or the consequences of the force majeure.

The other contracting party shall not be entitled to any claims on account of such non-compliance with the contract for the period of the upstanding circumstance of force majeure. Rather, the mutual rights and obligations shall be suspended for the duration of the force majeure. Payment obligations already incurred shall continue to apply and shall be fulfilled without delay.

If it is foreseeable that the circumstances of the force majeure and/or its after-effects will last for more than a short period of time, the Client and the Contractor shall enter into negotiations in order to reach a solution acceptable to all parties, taking particular account of the interests of the contractual partner not affected by the force majeure.

If, on the other hand, the (anticipated) duration of the circumstances of force majeure and/or their after-effects is longer than 8 weeks (since the agreed date of performance), the contractual partner who is not affected by the force majeure shall be free to withdraw from the contract or to continue to demand performance of the contract after the force majeure has ceased to exist.

19. INTERRUPTION

The Client shall be entitled to demand the interruption of the further performance of the order at any time. If the interruption lasts longer than one month, the Contractor shall be entitled to detail those reasonable costs resulting from an interruption for more than one month (but not any loss of profit), enclosing the relevant receipts, and to demand compensation from the Client. No claims may be asserted by the Contractor for the first month of the interruption. The Client shall be entitled to have these costs checked for their appropriateness by a consultant (tax advisor or auditor (company)) of its choice, who shall be subject to professional secrecy, initially at its own expense; the expert's opinion shall be binding on both Parties. The expert shall be commissioned to determine which costs are reasonable and justified; the Contractor shall be obliged to provide the expert with the documents required for this purpose and to allow him to inspect the books and documents referred to. The Client is only obliged to reimburse the Contractor for the costs confirmed in this expert opinion as reasonable and justified. If the expert determines that more than 25% of the costs raised by the Contractor are unreasonable or unjustified, the Client and the Contractor shall be obliged to pay the expert's fee in the ratio of the reasonable (Client) to the unreasonable (Contractor) costs.

20. TERMINATION AND WITHDRAWAL FROM THE CONTRACT

If the Client's right to withdraw from the contract against payment of a penalty has been agreed in the procurement documents, the Client may withdraw from the contract or from partial performance under the contract against payment of a penalty (in the case of agreed partial performance: aliquot). If partial performances have been agreed, the Client shall be entitled to withdraw from those partial performances which the Contractor has not yet started to perform without being obliged to pay a penalty. In any case of withdrawal, the Contractor shall have the right to settle the remuneration due for services already duly performed on a pro rata basis without increasing the unit prices and/or business overheads; the Contractor shall provide evidence of the scope of the services performed; the Contractor shall not be entitled to any further claim for damages. For services not properly performed, only a reduced remuneration shall be due within the meaning of the statutory warranty law.

The following shall also apply to target debt relationships: The Contractor may only withdraw from the contract in the event of qualified default on the part of the Client. Qualified default on the part of the Client shall be deemed to exist if the Client is in default with a material contractual obligation and does not make good such default despite a written request setting a grace period appropriate to the circumstances of the individual case with reference to the otherwise intended withdrawal on the part of the Contractor. This request shall be sent to the Client in writing by registered letter.

The following shall also apply to continuing obligations: Continuing obligations concluded for an indefinite period of time may be terminated in compliance with the period of notice and the date in accordance with the procurement documents. If this is not (otherwise) stipulated in the procurement documents, the Client may terminate the contract by giving 3 months' notice to the end of the quarter and the Contractor may terminate the contract by giving 6 months' notice to the end of the year. Continuing obligations concluded for a limited period may not be terminated by the Contractor; the Client may terminate the contract by giving 3 months' notice to the end of the quarter.

A waiver of termination and/or minimum commitment periods at the expense of the Client must be expressly confirmed by the Client in writing, otherwise they shall be deemed not to have been effectively agreed.

The right to extraordinary termination for good cause and the Client's warranty remedies pursuant to clause 12 shall remain unaffected.

22. LEGAL SUCCESSION

The Client may transfer the rights and obligations arising from the order to legal successors, affiliated and/or associated companies in accordance with § 189 Z 8 or 9 UBG; it shall notify the Contractor of this in writing. The Contractor may object to the transfer to legal successors within 14 days of receipt of the notification if, due to the person of the legal successor, there is serious reason to assume that the legal successor will not be able to fulfil its obligations under the contract and the Client does not declare its willingness to guarantee the legal successor's obligations under the transferred contractual relationship.

The transfer of the Contractor's rights and obligations is only permitted with the prior written consent of the Client. Without the prior written consent of the Client, the Contractor shall in particular not be entitled to assign its claims or have them collected by third parties (with the exception of claims that have been established by a court of law).

23. SUPPLIER CODE OF CONDUCT

The Contractor has read the "Supplier Code of Conduct" published on the website of the Client and undertakes to comply with it. The Contractor confirms that the Code of Conduct forms the basis for present and future business relations with the Client and is part of every agreement concluded between the Contractor and the Client, irrespective of whether it is expressly referred to in the contract or not. The Contractor further declares that it shall be liable for non-compliance with the Code of Conduct by its employees, company representatives as well as its subcontractors and other business partners, which it uses for the provision of its services within the scope of the business relationship with the Client, to the same extent as for its own conduct.

In the event of a material breach of the Code of Conduct by the Contractor, the Client reserves the right to extraordinarily terminate contracts with the Contractor. The Contractor shall indemnify the Client against all claims of third parties in connection with violations of the Code of Conduct and shall fully indemnify and hold the Client harmless.

24. SEVERABILITY CLAUSE

If a provision of the contract is or becomes invalid or void, the legal validity of the remaining provisions shall not be affected. Instead, the contracting parties undertake to replace the invalid or void provision with a valid provision that comes as close as possible to it in terms of economic success.

25. OTHER

The procurement documents regulate all relations of the contracting parties with regard to the service to be procured. Amendments and/or supplements to the contract including annexes must be made in writing to be effective; this also applies to any agreement to waive the written form requirement. No oral agreements have been or will be made.

26. APPLICABLE LAW - PLACE OF JURISDICTION

For all disputes arising from the contract (including pre-contractual obligations; conclusion, execution, termination, dissolution, invalidity and possible reversal), the contracting parties agree on the exclusive jurisdiction of the competent court in Wels, unless otherwise agreed.

The applicable law is the substantive law of the Republic of Austria, excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (UNCITRAL).