

General Business Terms and Conditions

AREALIS LIEGENSCHAFTSMANAGEMENT GMBH ORDERS

1. ORDER TYPE: CONTRACT TO PRODUCE A WORK

The scope of services includes all work and ancillary services that are necessary for providing the ordered services in a professional manner.

2. ORDER CONDITIONS:

Sequence of significance:

- 2.1. Order letter on file or an assignment of tasks by the customers with the aid of Docutools software.
- 2.2. Award negotiations.
- 2.3. Cost estimate with specifications and indicated prices.
- 2.4. The technical ÖNORMs and other rules valid for the trade at the time or, if these are not available, the corresponding DIN standards and the corresponding European standards, as well as the most recent version of the technical guides for preventive fire protection (TRVB) together with the recognised rules of technology and all provisions, official requirements, and approvals relevant for the performance and purpose of use of the buildings, as well as requirements of utility providers and the like.

Changes and supplementations are applicable only if they are confirmed by the client and the contractor in writing.

Warranty for the aforementioned work: pursuant to ÖNORM, but at least three years from proper handover.

3. ORDER AMOUNT/PAYMENT TERMS/BILLING AND WARRANTY RETENTION:

Repairs and work without offer submission to the client and without approval by the client are commissioned up to a cost ceiling of €300, net. For work with an order volume of more than €300, a separate offer must be sent.

The agreed price is a fixed price until the actual end of construction.

Therefore, increases in unit prices due to increases in costs of wages and material do not occur. However, billing is performed in accordance with actual extent and unit prices. If individual trade sums are exceeded by more than 10 %, the contractor is obligated to inform the client thereof in advance and in writing and to submit the added costs to the client for approval.

- 3.1. Billing retention: -10 % starting at an order amount of €5,000
- 3.2. Warranty retention warranty period 37 months from inspection and acceptance date: - 5 % starting at an order amount of €5,000

With the company signature of the general business terms and conditions and, if appropriate, of the signed contract, the contractor undertakes that the construction site was inspected, plans, measurements and renovation measures were checked for plausibility and accuracy. All addenda are not accepted by the client.

The deadline for prompt-payment deduction applies to partial and final invoices.

The billing retention for partial invoices and the warranty retention for final invoices is withheld in cash or can be assured with a bank guaranty.

The bank guaranty is to be submitted by a major domestic banking institution and must contain the customer, the billing address and the incoming invoices office.

4. DATES:

- 4.1. Start of construction: As soon as possible after order or tasks – receipt in the Docutools software
- 4.2. Total completion: 14 days or by separate agreement

5. PENALTIES:

The total completion date listed in No. 4.2 is penalised. If this date is exceeded, a penalty of 1 % of the billing amount (net), but at least €200 per calendar day, is applied. The upper threshold is limited with max. 10 % of the billing amount.

The penalty is not subject to judicial discretion. The client expressly reserves the ability to demand compensation of damages in excess of this. Thus, the right of this penalisation agreement remains unaffected.

6. CONCESSIONS:

The contractor must arrange at its own expense for the authorisations under trade, civil and commercial law for the activities exercised in connection with this contract and present them to the client upon demand. It is liable to the client for all detriments that it incurs from an omission by the contractor.

7. BILLING AND PAYMENT TERMS:

- 7.1. Partial invoices are to be issued consecutively numbered and cumulatively in accordance with the progress of performance and set forth statutory added-value tax.

- 7.2. After completion as well as acceptance and inspection of the services, a verifiable final invoice is to be submitted within two months.
- 7.3. Prior to submission of the final invoice, a record of the acceptance and inspection procedure is to be sent.
- 7.4. In the case of orders below €300 and engagement through the Docutools software, a photo of the eliminated defect is to be uploaded to Docutools prior to submission of the invoice.

8. FOREMAN PURSUANT TO THE BUILDING CODE:

The contractor assumes – without special compensation – the tasks of the foreman pursuant to the Building Code.

9. PLANNING AND CONSTRUCTION SITE COORDINATOR:

The contractor assumes – without special compensation – the tasks of the planning coordinator pursuant to section 4 of the Austrian Construction Site Coordination Act (*Baustellenkoordinationsgesetz*) and of the construction site coordinator pursuant to section 5 of the Construction Site Coordination Act, with the obligations resulting therefrom, as well as the giving of the advance notice pursuant to section 6 of the Construction Site Coordination Act, if required by statute. The contractor expressly accepts – through signature of this contract – the appointment as planning coordinator and construction site coordinator.

10. EMPLOYEES OF THE CONTRACTOR:

With the use of employees of the contractor, it must be taken into consideration that the technical qualification for service provision exists.

The contractor undertakes in connection with the proper fulfilment of the tasks forming the subject of the contract to ensure that manning is qualitatively and quantitatively sufficient at all times.

The contractor further undertakes to dismiss one or more of its employees at any time upon justified demand of the client in order to replace them following approval by the client or to undertake a staffing increase to the required extent.

11. ADDITIONAL SERVICES:

If in the course of performing the contract, an additional service becomes necessary that is not envisaged in it, the contractor must reach agreement with the client prior to providing it and document in writing the necessity or usefulness of this additional service.

Prior to providing the service, the amount of compensation is to be agreed upon in writing. Disputes about the amount of compensation do not entitle discontinuation of the service.

12. GENERAL CONTRACTUAL PROVISIONS:

12.1. Rights and obligations of the contractor

12.2. The documentation concerning elimination of defects is accepted as follows:

- Photo (in the case of slight defects, up to an order amount of €300)
- Warranty defect: Job ticket signed by the tenant.
- Warranty defect: Defect report signed by user of the usage unit.

In providing its services, the contractor, as the client's consultant, must maintain the latter's rights and obligations, uninfluenced by interests of third parties, and with respect to all occasions and inspections, pay particular regard to the criteria of cost-effectiveness, expediency and thrift. In particular, it is prohibited from accepting gratuities or perquisites from third parties for itself or for other persons in connection with the provision of consulting services if these could be capable of interfering with the safeguarding of the client's interests imposed on the consultant. The contractor is obligated to safeguard the client's interests only in agreement with the client.

12.2.1. The contractor is not permitted to enter into legal and financial obligations for the client without the prior written consent of the client.

12.2.2. As agent of the client, the contractor is authorised in accordance with the rights to which it is itself entitled to view all documents with relevance for this contract to produce a work that are located at the developer or at planners, consultants, and workers engaged by it and to request that copies, blueprints, and the like be made from the needed documents, in consultation with the client. A corresponding clause is to be adopted in all planning, consultant and performance contracts.

12.2.3. The contractor is additionally authorised to take part in all planning and award discussions and the like.

12.2.4. For the duration of this contract, the contractor is prohibited from providing technical-economic developer consulting services in connection with this project other than those set forth in this contract to produce a work.

12.2.5. The contractor must comply with the client's instructions with respect to the performance of the subject order. Justified concerns about instructions are to be brought to the attention of the client in writing. The decision made on this by the client is binding.

12.2.6. The contractor undertakes to maintain in confidence all knowledge obtained in the performance of this order, unless it is released from this obligation by the client in writing in a given case. Moreover, in the event that the contractor makes use of other persons to provide its work performance, it undertakes, subject to an obligation otherwise to compensate damages, to impose the confidentiality obligation also on all other persons utilised by it to provide the work.

In particular, the contractor is obligated to ensure that in the planning, tendering and implementation phase, no information reaches third parties that could be of beneficial advantage to individual bidders for the performance of the work. The contractor is permitted to grant information to third parties and allow them to view documents only after approval by the client.

- 12.2.7. The entire or even partial assignment by the contractor to third parties of the services forming the subject of the contract is excluded without the express written consent of the client. The client may refuse subcontractors proposed by the contractor without specifying reasons.
- 12.2.8. If the work on the agreed work leads to a new invention of the contractor that in its opinion is capable of being patented or licensed, the contractor must notify the client thereof without delay. Prior to applying for a patent, agreement must be reached with the client.

The contractor is obligated to systematically number and date all writings, as well as to maintain a list of writings.

12.3. Guarantees and liabilities of the contractor

- 12.3.1. The contractor is liable that its services essentially correspond to the contract specifications, the relevant statutory and regulatory provisions, the recognised rules of technology and architecture, and other technical requirements and laws. If these are not available, the contractor is liable that only solutions are used that are known in professional circles and whose expediency and cost-effectiveness it can document. Deviations from this may be established by mutual agreement between the client and the contractor.
- 12.3.2. The contractor is liable for the damage caused by it in its direct and indirect consequences. The contractor can release itself from liability by showing that it and its agents are not at fault for the breach of obligation. The compensation obligation covers all damage attributable to defectiveness, as well as consequential damages from defects and pecuniary losses.
- 12.3.3. The contractor warrants that it will provide its services in conformity with the contract and on time, as well as that these services will be provided properly, free of defects, and according to instructions in accordance with the stipulated quality requirements.
- 12.3.4. Approvals, consents of the client, and agreements with the client as well as with other project participants do not release the contractor from its sole contractual responsibility.

12.3.5. If the client made a decision against the advice of the contractor, there is no liability of the contractor on this point. However, in such case, the contractor must demonstrably meet its duty to warn the client in writing.

12.4. Premature cancellation and termination

12.4.1. The client is entitled to immediately terminate the contract for cause. Cause is considered to be, in particular:

- If composition proceedings, preliminary proceedings, or bankruptcy proceedings are commenced in respect of the contractor's assets or if the commencement of bankruptcy proceedings is refused for lack of sufficient assets.
- If the contractor is in default with the agreed work. The notice of termination must in any case set a reasonable grace period and remains legally effective only if the contractor also did not provide the overdue service within this grace period.
- If circumstances exist that make timely or proper fulfilment of the order manifestly impossible, unless the client is responsible for them.
- If the contractor directly or indirectly offers, promises or grants an employee of the client a pecuniary benefit by reason of contract fulfilment.
- If the contractor, in breach of its obligations, infringes the client's contractual interests or acts contrary to the client's instructions pursuant to No. 9.1, whereby the impending termination is to be announced in writing and a reasonable grace period for preventing termination is to be set by the client.
- If the contractor itself or a person used by it to fulfil the order breaches the confidentiality obligation pursuant to No. 9.1.
- If the contractor loses, even temporarily, its entitlement to do business or carry out a profession (authority or trade entitlement).

12.4.2. If the client gives notice in accordance with these provisions that it is terminating the contract, the contractor loses every claim to compensation of fees and ancillary costs, insofar as it has not already provided a partial service that is usable for the client. The client's claim to compensation of damages remains unaffected.

12.4.3. If the contractor is at fault for the occurrence of the grounds for termination, it must also compensate the client for the added costs incurred from any reassignment of the order to a third party or other costs, unless these are already covered by a lump-sum amount for compensation of damages.

- 12.4.4. The client is moreover entitled to give notice of termination of the contract if it refrains from the project realisation in whole or in part.
- 12.4.5. If the contract is terminated for a reason for which the contractor is not responsible, the contractor is entitled to compensation for those services that it has demonstrably provided in conformity with the contract up to the time of termination. The provisions of section 1168 of the Austrian General Civil Code (ABGB) are not applicable.
- 12.4.6. The contractor has no claim to loss of earnings and compensation of damages due to unprovided services.

12.5. Insurance

In order to ensure any compensation claims under this contract, the contractor must demonstrate professional liability insurance on the basis of the General Terms and Conditions for Liability Insurance of Governmentally Authorised and Certified Civil Technicians. The insurance coverage begins immediately upon contract signature and lasts until three years after takeover of the construction project. The contractor's liability is limited to the amount of the insurance coverage.

12.6. Other provisions

- 12.6.1. The client and the contractor will notify each other on a continually basis about material events concerning the contractual relationship and its performance.
- 12.6.2. The contractor requires the client's consent for publication of the documents.
- 12.6.3. Written form is agreed upon for all matters relating to the contract. This requirement is met only if the written proposal of the one contracting partner is accepted by the other in writing or a mutual document is drafted by the contracting parties.
- 12.6.4. General terms and conditions on which the contractor bases its offer do not become a part of the contract unless they are expressly acknowledged by the client in writing.
- 12.6.5. All other verbal and written agreements or side agreements concerning this contract to produce a work that were made prior to today's date lose their validity with signature of this contract to produce a work.

- 12.6.6. If provisions of this contract should be legally ineffective for any reason, the others are not affected by this. The contracting parties undertake to replace the ineffective provision with one that is economically equivalent.
- 12.6.7. The contracting parties waive the avoidance of this transaction due to error or breach of over half the true value and a defence of this nature.
- 12.6.8. The client is at all times entitled to assign all of its rights and obligations under this contract to a third party. With notification of the contractor by the client, such third party takes the latter's place in the contract with all rights and obligations for the past, present and future.
- 12.6.9. Warranty defects: In the case of a warranty defect, the original contract terms are determinative.
- 12.6.10. Personal data may not be transferred without the client's consent.

Austrian law is applicable to this contract. The contracting parties agrees that Vienna is the place of jurisdiction for disputes under this contractual relationship.

Client:

AREALIS Liegenschaftsmanagement GmbH