

General Terms and Conditions

Construction activities



1. Order bases

- 1.1 For the sake of clarity the generic masculine is used in these General Terms and Conditions to refer to persons and personal nouns. In line with equal treatment principles, however, the terms chosen apply to all genders.
- 1.2 The General Terms and Conditions (hereinafter referred to as "GTC") shall apply to contracts for work and services between ARALIS Liegenschaftsmanagement GmbH (hereinafter referred to as "Principal") and the respective Contractor (hereinafter referred to as "the Contractor"), unless the Principal and the Contractor have expressly agreed otherwise in writing. The validity of the GTC can only be excluded or restricted by express written agreement in individual cases. Conflicting or deviating terms and conditions of the Contractor shall not apply, even if they remain unchallenged or if the Principal unconditionally accepts the service in the knowledge of such terms and conditions of the Contractor. Deviations from these GTC, including deviations from the written form requirement, shall be made in writing to be valid. The GTC shall even apply if not signed and returned to the Principal by the Contractor.
- 1.3 The basis of this agreement shall be in descending order:
 - (1) the order letter;
 - (2) the negotiation records;
 - (3) the present GTC;
 - (4) official notices and conditions;
 - (5) the service specifications with all its preliminary remarks or the offer on which the commissioned service is based;
 - (6) all planning and other execution documents relating to the commissioned services and approved for execution, in particular construction and equipment descriptions, room books, etc., as well as the construction schedule;
 - (7) the relevant technical ÖNORMS and EN standards, in the absence of which the DIN standards, but in any case the state of the art (in each case as amended at the time of performance);
 - (8) the Workplace Regulation, the Technical Guidelines for Preventive Fire Protection (TRVB), the Construction Work Coordination Act (BauKG), the Trade, Commerce and Industry Regulation Act (GewO) where required to obtain operating licences for the Principal or user of the project, as well as other legal and official provisions of relevance for the realisation of the project; and
 - (9) the model retention guarantee.
- 1.4 In the event of any contradictions arising from the aforementioned contractual bases, the contractual components shall apply in the order listed above, with the provision more favourable to the Principal taking precedence. The Contractor shall check all documents and requirements provided by the Principal for completeness. By concluding the contract, the Contractor declares that the contractually agreed remuneration suffices as payment for the intended target as specified by the aforementioned documents. In case of doubt, the services required to complete the work shall be provided at the expense of the Contractor.
- 1.5 For lump-sum contracts the planning documents pursuant to item 1.3.(6) shall take precedence over the specifications including the offer pursuant to item 1.2.(5).

2 Subject matter of the contract, scope of services

- 2.1 The scope of services is defined by the contractual bases listed in point 1. The scope of services shall include all services listed in the contractual bases, including all measures of structural engineering (including structural controls of the executed construction project) and building physics (including verification) for the complete turnkey production and handover of the commissioned services.
- 2.2 The Contractor expressly declares that it has prepared its offer on the basis of the documents listed in point 1, an on-site inspection and the Principal's requirements. The Contractor has thoroughly examined the components to be processed by him and has therefore taken into account the risk of any unforeseeable necessary services, hidden construction defects, and necessary measures of structural engineering and building physics in his calculation, even if these are not shown in the text and planning.
- 2.3 The inspection engineer is not included in the Contractor's scope of services.
- 2.4 The Contractor shall assume - without separate remuneration - the tasks of the construction supervisor in accordance with the building regulations.
- 2.5 All deliveries and services shall be carried out on time and as specified by the contract. Within the scope of this contract, the Contractor shall be obliged to take all measures necessary for the proper and timely provision of its deliveries and services, in particular the coordination, harmonization, and support measures.
- 2.6 The Contractor shall coordinate its activities in good time with the planners and Contractors working on the project in advance. Furthermore, the Contractor shall - if necessary in co-operation with the planners working on the project and all other Contractors - make every effort to ensure that the work can be commissioned punctually from a legal and technical point of view. Should the Contractor fail to fulfil its respective coordination and agreement obligations or fail to do so sufficiently, remuneration shall be reduced subject to the extent of the shortfall in performance.
- 2.7 If the Contractor makes changes or optimizations to the project during the planning phase or if such changes or optimizations become necessary, the Principal shall be informed in good time and its approval shall be obtained. In particular in the case of changes to the stability of the building, the structural changes shall be documented in a comprehensible manner and submitted to the Principal or the ÖBA and the structural engineer for approval.
- 2.8 All costs associated with the provision of the Contractor's deliveries and services, such as pro rata insurance premiums and ancillary construction costs, project documentation costs, costs for permits, costs and fees for car park closures, energy costs and disposal costs are covered by the remuneration as per the contract and are included in the Contractor's prices.
- 2.9 Any reference to specific technical specifications shall generally apply with the assumption that legally approved equivalent technical specifications shall also be accepted by the Principal, provided that the Contractor provides proof of such equivalence. All described services shall also include the delivery of the respective materials/products/types/systems including unloading, storage, and transport (carrying) to the installation site. If special inspections, findings, acceptances, operating instructions, or documentation are required for the commissioning or use of a service provided, any such costs are included in the unit prices.
- 2.10 All services and unit prices offered by the Contractor shall apply irrespectively of the number of floors.
- 2.11 The Contractor shall measure lengths on site prior to starting its work. The Principal's site manager shall be informed immediately and in writing of any deviations in measurements from those in the plan. The Contractor shall also meet all required certifications and comply with the latest safety and health standards as well as the construction site regulations and the health and safety plan and to implement them at its own expense.
- 2.12 The Contractor shall submit all documents and records constituting the basis for CE certification, in particular the declaration of performance, as a description of the warranted characteristics and mandatory prerequisite for CE labelling, immediately upon request. All required or agreed documents, records, certificates and test reports shall be handed over at the latest upon submission of the final invoice.

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- 2.13 The Contractor shall provide evidence at its own expense of its qualifications under trade, civil and commercial law for performing the activities under this contract and shall present such evidence to the Principal upon request. It shall be liable to the Principal for all disadvantages arising from the Contractor's failure to do so.

3 Prices

- 3.1 A fixed price is agreed for the commissioned services up until their acceptance in accordance with point 8. Additional or reduced costs as a result of changes in labour and/or material prices shall not be reimbursed. Any agreed discounts are already included in the final price. The prices apply to all deliveries free place of destination (insured) and include all costs of transport, packaging and unloading with shipment, including disposal of the packaging material. The agreed price (unit or lump sum price) includes all services required to achieve the subject matter of the contract (performance target), even if they are not expressly mentioned in the order specifications. This also applies to services required for turnkey production in accordance with the state of the art and current standards, OIB guidelines and defect-free production and that may not have been explicitly offered by the Contractor. The Contractor expressly assumes the risk of completeness, functionality and quantity.

4 Execution of the services

- 4.1 The Contractor guarantees the proper and timely provision of services on the agreed dates. If the Contractor considers itself to be hindered for reasons within the Principal's control, it shall immediately notify the Principal thereof in writing and, notwithstanding this, shall do everything reasonable to ensure the timely and proper provision of services. If several components, services, or sections are executed simultaneously, the Contractor shall coordinate the execution with the trades working on site.
- 4.2 The parties agree that difficulties or obstructions caused by the execution of other trades, components or services shall not justify any claim for additional costs against the Principal. In the event of hindrance, the Contractor shall only be entitled to an extension of the construction period and shall not be entitled to additional costs due to any prolonged construction time or additional costs as a result of hindrances. Any forcing services shall only be remunerated if expressly ordered by the Principal and commissioned prior to service performance.
- 4.3 Any necessary execution of the work in stages or interruption of the work shall not constitute a hindrance and shall not entitle the Contractor to claim additional costs, compensation, or an extension of the construction period.
- 4.4 Disputes regarding the provision of services or the due date of invoices, shall not entitle the Contractor to suspend its services.

5 Changes in performance

- 5.1 Changes to the deliveries and services to be provided by the Contractor in accordance with this agreement shall be agreed in writing. The Contractor shall notify the Principal immediately of the need for additional services, prepare a supplementary quotation, and submit this to the Principal in good time before implementation.
- 5.2 If the Contractor carries out changes to services or additional services without submitting any supplementary quote beforehand and no separate written order having been placed, the Contractor shall have no claim to remuneration for the changed and/or additional services rendered. In this case, the Contractor shall not be entitled to any additional costs or claims for restitution under the law of unjust enrichment.

6 Obligation to notify cost overruns

- 6.1 If an overrun of the order amount by 5%, an overrun of the order amount attributable to a service group by 10%, or an overrun of the order amount attributable to an item by 20% proves to be unavoidable, the Contractor shall notify the Principal thereof immediately once the overrun becomes evident. Failure by the Contractor to give such notification or a delay in the notification, shall lead to the Contractor's forfeiture of any claim to compensation for such additional performance with respect to the overrun. This shall also apply to additional costs incurred by the Principal.

7 Penalties, fines

- 7.1 In the event of non-compliance with the agreed deadlines, unless otherwise agreed in the contract, the Contractor shall pay a penalty independent of proof of damage or fault, which is not to be regarded as a penalty fee, in the amount of 0.5% of the total order amount (main order including additional orders) per calendar day of the missed deadline. The penalty shall be capped at 10% of the total order amount (main order including additional orders).
- 7.2 The penalty is agreed as a minimum compensation. The Principal shall therefore be entitled to demand compensation for damages exceeding this amount even in the event of slight negligence.
- 7.3 If the performance deadline is extended by the Principal or ÖBA, the contractual penalties for the new deadlines replacing the old deadlines shall remain in force. In this case, the performance period shall be extended by a reasonable period, which in case of doubt shall be set by the public works Contractor commissioned by the Principal.

8 Acceptance, transfer of risk, right to withhold payment for the work

- 8.1 A formal takeover shall take place in accordance with the provisions of ÖNORM B 2110 as amended on 01/05/2023. Takeover by use is excluded. The takeover shall take place at the earliest at the time at which the services to be provided by the Principal to the end customer are taken over by the latter. The takeover presupposes that the respective property can be let.
- 8.2 The Contractor shall bear the risk of accidental damage to or accidental loss of its services until the acceptance date of all services by the end customer.
- 8.3 The Contractor shall protect its work during the construction period until acceptance and take all necessary and reasonable measures to avoid accidental damage to its work. The Contractor shall be solely responsible for the safety of the material, equipment or tools supplied, stored and installed or assembled by the Contractor against accidents, damage, theft, fire damage, or the effects of nature, and weather. The Contractor shall obtain insurance against such risks; the costs for such insurance shall be borne by the Contractor and shall be calculated in its offer.
- 8.4 In the event of defects, the Principal shall have an unrestricted retention right with respect to the remuneration in accordance with the statutory provisions.

9 Testing and warning duties

- 9.1 The Contractor shall check in detail all contractual components and other available documents, the building ground and all preliminary work by the planner and other vicarious agents of the Principal for suitability regarding the results owed by him. Any remuneration incurred for this inspection shall be included in the agreed remuneration. The Contractor shall not claim any defects in the construction work due to inaccuracies or incompleteness in the plans or defective preliminary work by other professionals, the building ground, or instructions from the Principal or ÖBA. Likewise, he shall not raise any objection of sole or contributory negligence against the Principal or its assistants (including ÖBA). The inspection and notification duties shall not be restricted by any consultation requirements of specialised experts.
- 9.2 The soil expertise and other documents provided to the Contractor shall not release the Contractor from its own inspection and warning duties.
- 9.3 Any warnings shall be made to the Principal in written form, outlining the impending risk and at the same time making proposals as to how to prevent this risk, and a copy shall be sent to ÖBA and the project management.

10 Substitute performance

- 10.1 If deadlines are not met by the Contractor for whatever reason, the Principal reserves the right to substitute performance by third parties after a 14-day grace period. Additional costs and damages arising from this title shall be borne solely by the Contractor and shall be deducted from the final invoice.
- 10.2 The Principal shall also be entitled to initiate forcing measures in order to incorporate a delay that has occurred in subsequent trades. All respective expenses shall be borne by the Contractor if the Contractor is responsible for the delay. In addition, the Contractor shall also bear all additional expenses for plan changes, increased coordination and administrative expenses.

11 Invoicing, payment

- 11.1 Unless otherwise agreed, partial or instalment invoices shall be issued no more than once a month. A review period of 14 days and a payment period of a further 30 days shall apply to partial or instalment invoices. A cover retention of 10% of the net amount of the partial or instalment invoice shall be withheld from partial or instalment invoices without interest until the due date of the final invoice, after which it shall be released to the extent that it does not serve as a liability retention until the end of the warranty period.
- 11.2 If the invoicing is defective, the inspection period and thus also the payment period shall begin to run again after the defect has been rectified.
- 11.3 Payment of a partial or instalment invoice shall not be deemed acceptance of the services paid for.
- 11.4 The final invoice shall be issued immediately after proper handover of the entire work, but no later than two months after handover of the entire services and their acceptance. After setting a 14-day grace period, the Principal shall be entitled to prepare the final invoice or have it prepared by way of substitute performance at its own expense. An acceptance report shall be submitted before the final invoice is issued. The final invoice shall be complete. Subsequent invoicing shall be excluded by mutual agreement. The final invoice shall be subject to an inspection period of 30 days and a payment period of another 30 days.
- 11.5 Partial invoices shall be numbered in ascending order according to the progress of performance and shall be issued cumulatively, displaying statutory VAT.
- 11.6 For orders of less than € 500.00 and orders placed via the DocuTools software, a photo of the repaired defect shall be uploaded to DocuTools before the invoice is issued.
- 11.7 The Contractor expressly agrees and undertakes to send invoices to the Principal exclusively in electronic form. It is hereby stipulated that an invoice shall only be deemed effectively delivered if sent to the Principal in electronic form. The Contractor expressly agrees and undertakes to send electronic invoices exclusively to the Principal's e-mail address provided by the Client and set up specifically for this purpose. It is recommended to request a confirmation of delivery by the respective e-mail programme for evidence purposes. It is agreed that only one electronic invoice shall be sent per e-mail and that only one e-mail shall be sent per invoice.
- 11.8 The electronic invoices transmitted by the Contractor shall fulfil the criteria of a proper invoice pursuant to Section 11 UStG. Invoices that do not meet the criteria of a proper invoice within the meaning of Section 11 UStG shall not be accepted by the Principal and shall be invalid vis-à-vis the Principal.
- 11.9 In addition, electronic invoices issued to AREALIS Liegenschaftsmanagement GmbH as the representative of the respective Owner shall include the corresponding property address or number (including the top number or the name of the flat in which the service was provided, if applicable), the specific service period and the correct address to the Owner c/o AREALIS Liegenschaftsmanagement GmbH. In addition, the electronic invoice shall include a description of the service and a specific reference to the order (order number of the Principal or the name of the person placing the order). The Contractor acknowledges that invoices that do not fulfil these requirements will not be accepted by the Principal and are invalid vis-à-vis the Principal. The Contractor expressly agrees that the Principal shall state the respective invoice number as payment reference when paying the individual invoice and such payments shall then have the effect of discharging the debt in any case. Compliance with the payment deadline shall be determined by the date on which the transfer is made by the Principal's bank and not by the date on which payment is received by the Contractor.
- 11.10 In the event of default in payment by the Principal, interest on arrears of 4% per annum shall be agreed.

12 Retention, seizures

- 12.1 5% of the gross final invoice amount shall be retained as retention for the duration of the warranty period in accordance with Clause 13. This retention can be replaced by the submission of an abstract bank guarantee from an Austrian credit institution with a first-class rating, which corresponds to the sample bank guarantee of the Principal. The term of the bank guarantee shall be coordinated with the duration of the warranty or, if requested by the Principal, extended as necessary. Retention serves to cover all Contractor obligations arising from non-performance, defective performance, damages, and warranty, as well as claims in insolvency proceedings.
- 12.2 The Principal has the right to demand from the Contractor, at any time within a period of 10 days from the request, a security in the form of an abstract bank guarantee without effective clauses in the amount of 20% of the contractually agreed gross construction wages, with a term extending up to three months beyond the contractually agreed completion date. Failure by the Contractor to provide this security despite a 5-day grace period, the Principal is entitled to withdraw from the contract or to suspend all payments until the security is provided..

13 Warranty

- 13.1 The warranty period is 3 years and 3 months from the day of handover. Roofer, tinsmith, sealing, and roofing works are guaranteed for 10 years + 3 months.
- 13.2 A final determination shall be requested in writing by the Contractor three months before the expiration of the warranty period.
- 13.3 The Contractor guarantees that their deliveries and services have all contractually agreed and commonly assumed characteristics and comply with all official approvals and requirements. The warranty period begins upon the complete handover of the deliveries and services to the Principal..
- 13.4 If the Principal notifies defects before the expiry of the warranty period, both this period and the period for judicial enforcement of notified defects shall be extended by one year. The Contractor shall remedy the defects immediately upon discovery. The defects shall be rectified promptly and professionally in accordance with the applicable ÖNORMS, OIB guidelines, and state of the art. Failure by the Contractor to promptly comply with such a request from the Principal shall entitle the Principal to have such damages and defects rectified by third parties at the Contractor's expense and risk, without the Principal being bound to a specific price. The warranty period begins anew on the day of rectification of the defects, which shall be recorded in writing.

14 Compensation

- 14.1 The Contractor shall indemnify the Principal in full even in cases of slight negligence. Additionally, the Contractor shall in any case also be liable for consequential damages such as the costs incurred by the Principal for architectural and special engineering services, pure financial losses, etc. The limitation period for damages claims is five years from the time the damage and the party causing it become known. The absolute 30-year limitation period shall remain unaffected thereby. Even during the 30-year limitation period, the Contractor shall have the obligation to prove that it is not at fault for the damage.

14.2 The Contractor shall also be liable to the Principal for the materials used as a vicarious agent.

15 Termination of Contract

- 15.1 The Principal is entitled to cancel the contract or parts thereof at any time.
- 15.2 In addition to the reasons stated in these terms and conditions, the Principal is entitled to rescind the contract if:
- The Principal withdraws entirely or partially from the project realization,
 - Insolvency proceedings, preliminary proceedings, or bankruptcy proceedings are initiated against the Contractor or the opening of the bankruptcy proceedings is rejected due to insufficient assets,
 - There is continued disloyal behavior by the Contractor, • Failure to fulfill required cooperation, particularly coordination duties, despite a grace period,
 - The Contractor or any person employed by them to fulfill the order breaches the confidentiality obligation as per these terms and conditions,
 - The Contractor loses the legal capacity or authorization to practice their profession (license or professional authorization) - even if only temporarily,
 - Circumstances arise that obviously make timely or proper fulfillment of the order impossible, unless the Principal is responsible for them,
 - The Contractor directly or indirectly offers, promises, or grants a financial benefit to an employee of the Principal's in connection with the fulfillment of the contract.
- 15.3 The Principal is also entitled to rescind the contract regarding a partial performance if the Contractor is in default with a partial performance.
- 15.4 In case of either partial termination or partial cancellation of the contract, the Contractor shall only be entitled to compensation for the already defect-free completed or ready-for-acceptance services. Any assertion of damages claims as well as compensation for disadvantages according to ÖNORM B 2110 or § 1168 ABGB is expressly excluded.
- 15.5 The unilateral premature termination of this contract is only permissible for the Contractor for good cause that renders the continuation of the contractual relationship unreasonable for the Contractor. Significant reasons entitling the Contractor to terminate the contract include:
- continued and persistent unfair conduct by the Principal;
 - if the Principal, without justification, remains in arrears with due payments for more than two months in relation to the agreed payment schedule despite two written reminders.
- 15.6 In the event of premature termination of the contract, the Contractor shall conclude their services in such a way that the Principal can take over the services and arrange for their continuation by a third party. The Contractor shall demonstrate to the Principal the complete status of services rendered up to the receipt of the termination notice within 4 weeks of its receipt by submitting all services and documents already provided.
- 15.7 If the Contractor is at fault for the premature termination of the contract, the Principal is entitled to deduct a ten percent contractual penalty calculated from the civil law price from the remuneration for the services provided up to the time of contract termination.
- 15.8 In the event of the Contractor's insolvency, a fault-independent penalty amounting to 20% of the total contract amount is agreed. The penalty is agreed as minimum compensation. Therefore the Principal is entitled to demand compensation for damages exceeding this amount even in cases of slight negligence.
- 15.9 Irrespective of their duration, hindrances do not entitle the Contractor to terminate this contract.

16 Construction meetings

- 16.1 For construction meetings, coordination with the construction supervision (ÖBA), as well as joint site inspections, weekly construction meetings shall be scheduled. The project manager/site manager of the Contractor shall attend the construction meeting in person. These construction meetings shall be documented and communicated to all parties involved. Objections shall be raised within three days, otherwise the content will be deemed accepted.

17 Direct services remunerated on an hourly basis

- 17.1 Direct services are generally not to be carried out. Should unforeseen circumstances nevertheless necessitate direct work, a quote must be submitted to the Principal in writing before the work is carried out. The execution of such work requires prior written authorization by the Principal; otherwise, the Contractor has no entitlement to compensation. Unless otherwise agreed upon in the contract, a direct hourly wage of EUR 48.00 for skilled workers and EUR 39.00 for unskilled workers is agreed. The Contractor shall provide evidence of the qualifications of the workers employed for direct work to the Principal.

18 Damages

- 18.1 For damages whose perpetrator cannot be determined, liability rests with several Contractors in proportion to their original contract amount. The final settlement takes place during the final invoice inspection. The Principal is entitled to retain a provisional amount up to 1% of the contract sum until the final invoice for unattributable damages at the place of performance during the construction period. If the Contractor disputes the Principal's claim that the perpetrator of a damage cannot be determined, they shall prove the claimed assignment of damage.
- 18.2 Non-planned and non-contractual works shall be rectified immediately upon request by the Principal and restored as agreed upon, without compensation. The originator is liable for all damages resulting from non-contractual or non-project-compliant execution.
- 18.3 The Contractor shall also be liable for damages to neighboring properties, including assuming liability pursuant to § 364b of the Austrian Civil Code (ABGB). The Contractor alone shall be responsible for the safety of materials, equipment, or tools supplied, stored, installed, or assembled by the Contractor against accidents, damages, theft, fire, water damage, natural and weather influences until full acceptance. The Contractor undertakes to insure against such risks, and the costs of such insurance are borne by the Contractor.

19 Liability insurance

- 19.1 The Contractor shall submit a copy of an unencumbered liability insurance policy with a minimum coverage amount of EUR 1,000,000, within 10 days of the contract being awarded, unless otherwise agreed upon in the contract. The Contractor undertakes to maintain this liability insurance until the end of the warranty period and to provide the Principal with quarterly confirmation of the ongoing insurance coverage through confirmation letters from the liability insurance without being prompted. Failure to provide the insurance policy entitles the Principal to immediate contract termination. Invoices are only due for payment after the liability insurance policy has been submitted and quarterly confirmation of the liability insurance coverage has been provided. If the Contractor has not taken out such liability insurance, the Principal may arrange for such liability insurance at the expense of the Contractor..

20 Subcontractor

- 20.1 The Contractor is authorized to engage subcontractors for the services specified in the contract. The Contractor may only subcontract to companies with relevant experience in the execution of construction projects. The Contractor shall ensure

that the subcontractors nominated by him possess the professional qualifications, professional reliability, as well as financial, economic, and technical capacity. The Contractor is obliged to inform the Principal about the subcontractors to be commissioned before awarding the contract. The Principal is entitled to reject subcontractors proposed by the Contractor for substantive reasons. A violation of this provision entitles the Principal to terminate this contract.

- 20.1 The use of subcontractors does not exempt the Contractor from full liability under this construction contract.
- 20.2 The Principal is entitled, but not obligated, to propose qualified subcontractors for the necessary trades. Negotiations with potential subcontractors will be conducted jointly by the Principal and Contractor, unless the Principal wishes for the Contractor to conduct them alone. The final decision regarding the awarding of a specific subcontractor lies with the Principal. In this case, the Contractor shall enter into a contract with the subcontractor designated by the Principal. If the Principal chooses a subcontractor whose bid price is higher than the price disclosed by the Contractor before contract conclusion, the Contractor's lump sum price will be increased by the delta.
- 20.3 Upon request, the Contractor shall assign individual or all claims arising from this construction contract against subcontractors to the Principal or a third party named by the Principal.
- 20.4 The Contractor grants the Principal the irrevocable right and opportunity to make payments directly to the subcontractors of the Contractor or the companies commissioned by the Contractor, with discharging effect. The amount of the payment to be made is to be agreed upon as far as possible.
- 20.5 The Contractor shall require subcontractors, with documented evidence, to accept the Principal's entry into contracts concluded with them in the event of the Contractor's insolvency or premature termination of this construction contract, on the condition that subcontractors cannot raise objections against the Contractor. Furthermore, the Contractor undertakes to bind the subcontractors to the subject contract, meaning that the same contract terms apply to subcontractors as to the Contractor. Violation of this provision entitles the Principal to terminate this contract.

21 Foreign Property - Authorities

- 21.1 The possible use of foreign property in the form of sidewalks, roads, properties, delivery zones, neighboring properties, etc., shall be directly clarified between the Contractor and the relevant authority or property owner (advertising shall be approved by the Principal). It is the responsibility of the Contractor to address these circumstances in a timely manner and ensure that any necessary dealings with authorities or contracts with neighboring properties do not jeopardize the construction period. Any resulting costs will not be separately reimbursed and shall be included in the unit prices. All protective measures (such as protected walkways for pedestrians, construction fencing including repositioning), safety measures (lighting, barriers, etc.), and traffic regulations prescribed by the authorities shall be met. The costs for these measures will not be separately reimbursed and shall be included in the lump sum price.

22 Construction Waste Separation

- 22.1 The Contractor shall comply with the legal regulations concerning construction waste separation. The Contractor is particularly required to arrange for construction waste separation and its documentation in accordance with:
- Waste Management Act (AWG),
 - Recycling Construction Material Regulation,
 - Waste Proof Regulation,
 - Hazardous Substances Regulation,
- Regulation on the Determination of Hazardous Waste and Hazardous Substances, and according to all other applicable legal regulations in their respective current versions.
- 22.2 The Contractor shall submit the completed, company-signed construction waste proof forms (form "Construction Waste Proof for Non-Hazardous Waste" - provided by the Specialist Association of the Construction Industry and the Federal Guild of Construction, also available there) to the Principal or the construction supervision (ÖBA) no later than upon the handover of their own services. Costs arising from the aforementioned services, as well as the preparation of the waste management concept, will not be reimbursed separately and shall be included in the lump sum price. Until proof of compliant construction waste separation by the Contractor is provided, the final invoice will not be due for payment.

23 ÖBA

- 23.1 The Principal reserves the right to appoint a Local Site Supervision for the entire construction period. This Local Site Supervision represents the Principal in all matters and serves as an interface. The Local Site Supervision has the authority to give instructions but is not authorized to make legal transactions on behalf of the Principal in connection with the project, except in cases of imminent danger.
- 23.2 The Contractor is obligated to promptly comply with the instructions of the aforementioned Local Site Supervision. The Contractor shall coordinate in a timely manner with the authorized representative appointed by the Principal responsible for the project.

24 Cleaning and Sight Regulation

- 24.1 The Contractor is responsible for continuously removing the waste generated by their work and ensuring the cleanliness of the construction site. At no time should there be a risk to pedestrians, residents, or individuals unrelated to the construction site. Unrestricted access to inhabited or rented parts shall be guaranteed at all times. If the Contractor fails to comply with these requirements, the necessary actions will be taken at the expense of the Contractor by other personnel. In case of disputes, the Principal will make the final decision regarding which waste originates from the work of individual professional firms.
- 24.2 The entrance door or access to the building shall be kept closed during work. The contents of the "Safety and Health Protection Plan" and the "Documentation for Subsequent Work" shall be implemented. If facilities are shared, they shall be checked for obvious defects. The facility may only be used after defects have been rectified. It is strictly prohibited to remove measures/facilities designed to keep unauthorized persons away.
- 24.3 If unforeseen hazards arise for employees of other employers (third parties) or unauthorized persons (pedestrians) during the construction process, appropriate measures shall be determined in agreement with the site coordinator.
- 24.4 If a hazardous substance is used during execution that was not communicated during the tender process, this shall be notified to the site coordinator in a timely manner before the substance is used if it poses a danger (e.g., explosion, fire, harmful atmosphere) to employees of their employers or to self-employed individuals within the meaning of the Construction Work Coordination Act. The use of hazardous substances without prior notification to the construction supervision (ÖBA) and site coordinator is not permitted.
- 24.5 The employment of subcontractors shall be communicated to the site coordinator before their deployment, and a site regulation signed by the subcontractor, indicating a contact person, shall be submitted to the site coordinator.

25 Labor and Social Law Regulations

- 25.1 Upon justified request by the Principal, any disputed personnel shall be promptly replaced. For each work team, at least one supervisor proficient in the German language shall be provided.

- 25.2 Regarding the employment of workers, the Contractor shall strictly adhere to all collective bargaining, labor, and social law regulations, in particular the Wage and Social Dumping Prevention Act, as well as all employee protection regulations, especially the Occupational Health and Safety Act (AschG) including ordinances.
- 25.3 The Contractor shall properly register all employees with the competent social security institution. The Contractor shall submit a clearance certificate from the social security institutions, the construction workers' holiday and severance pay fund, as well as a clearance certificate from the relevant tax office, along with payment confirmation documents within 10 days of contract award and subsequently every 6 months without being prompted. The Principal is entitled at any time to request further evidence from the social security institutions, the construction workers' holiday and severance pay fund, or the tax office. The Principal may withhold payments until the requested confirmations, especially the confirmation from the competent social security institution, the construction workers' holiday and severance pay fund, or the tax office, regarding proper and timely payment of contributions, are provided. When employing temporary workers, the Temporary Employment Act shall also be considered.
- 25.4 When employing foreign workers, foreign temporary workers, as well as subcontractors employing foreign workers, all applicable regulations, particularly the Foreign Employment Act, the Aliens Act, and the Passport Act, shall be strictly adhered to. All necessary documents and evidence, including proof of nationality with an officially recognized identification document, work permits, employment permits, or exemption certificates, as well as social security registration, shall be promptly presented upon request. The Contractor shall submit, together with each invoice, confirmation from the relevant social security institution regarding the proper payment of contributions by the Contractor, the temporary employment agency, or the subcontractor. The Contractor shall also ensure that their subcontractors and appointed companies shall have the same obligations and verify compliance with these regulations. The Principal may withhold payments until the required documents, especially confirmation of payment of contributions, are provided.
- 25.5 In the event of a breach of the regulations listed in this clause, the Contractor shall be liable to the Principal for all resulting disadvantages, including consequential damages. The Principal expressly reserves the right to take further steps, including immediate contract termination. If the Principal is held liable due to legal obligations (e.g., employees' wage claims as well as social security contributions or income tax), or in the event that the Principal is subject to penalties related to the employment of foreigners by the Contractor, the Contractor as well as the managing director personally shall indemnify and hold harmless the Principal. The Principal is entitled to withhold a corresponding portion of the contract price.
- 25.6 All personnel employed by Contractors and subcontractors working on the construction site are required to wear identification badges with the following data clearly visible - daily:
- Company name, name of the employee, date of birth and social security number, nationality, and photo, release stamp from the construction supervision (ÖBA). The badges shall be sealed in plastic. Personnel without an ID badge approved by the construction supervision will be promptly removed from the construction site.

26 Confidentiality Agreement

- 26.1 The Contractor is subject to an indefinite confidentiality obligation regarding all circumstances related to the Principal and the contract that become known to them through the business relationship. The Principal shall retain ownership and intellectual property rights to all provided documents and work materials; they shall be promptly returned upon completion or in case of cancellation without prompting. The Contractor's right of retention is explicitly excluded. The Contractor is contractually obligated to impose these obligations on third parties engaged by them to fulfill the contract.
- 26.2 The Contractor shall ensure that no information reaches third parties during the planning, tendering, and implementation phases that could benefit individual bidders for the execution of the work. The Contractor shall only provide information and access to the documents to third parties with the approval of the Principal.

27 Ancillary Services

- 27.1 For clarification, the following exemplified ancillary services, regardless of the undertaken guarantee of completeness and functionality, are included in the agreed price:
- The complete construction site setup required for performing the service, including parking barriers, standby costs, site clearance, construction cranes and mobile cranes with operators, scaffolding, barriers, safety measures, lighting, transportation costs, rentals, and security, among others.
 - Assembly and disassembly of necessary material and tool sheds including transportation costs.
 - Establishment and maintenance of construction provisional connections for electricity and water throughout the construction period.
 - Construction of all necessary construction scaffolding, safety scaffolding, and small scaffolding.
 - Removal and proper disposal of demolition and waste materials or construction debris.
 - Daily cleaning of the construction site in the general area during the execution of services and after completion of services.
 - Conducting and coordinating all construction inspections related to the services.
 - Ongoing inspection of materials and prefabricated parts being used.
 - Measures for environmental protection (dust and noise protection).
 - Implementation of protective and safety measures according to accident prevention regulations and orders from the construction supervision or construction management.
 - Provision of provisional protection against rain, wind, and snow for protected components in adverse weather conditions.
 - Provisional winter protection by the Contractor for premises during cold weather.
 - Taking natural measurements and verifying compliance with the plan documents.
 - Continuous monitoring, leveling, and other necessary measures to be carried out without separate reimbursement. These costs are proportionally included in the lump sum prices, particularly for services passed on to subcontractors.
 - Provision and delivery of all necessary materials and other supplies to the construction site, loading and unloading of all vehicles, possible storage and intermediate storage at the construction site, and transportation to the place of use.
 - Protection of delivered materials from damage and theft until acceptance by the Principal after proper processing.
 - Preparation of samples and sample areas as ordered by the Principal, and if not used for execution, to be neutralized if needed. All surfaces and furnishings are to be sampled before installation.
 - The cost of construction electricity and water consumption is borne by the Contractor unless otherwise agreed.
 - Coordination with other companies of the Principal regarding interfaces, storage, access, manipulation areas, maneuvering areas, disposal, cleaning, or infrastructure.

28 Dispute Resolution

- 28.1 In case of disagreements regarding the existence of a change in services, the attribution of construction process disruptions, or the additional or reduced costs for deviations in services, the establishment of a concurrent arbitration procedure is agreed. Each contracting party is entitled to initiate the arbitration procedure by written request, which shall be submitted to the respective other contracting party and the mutually appointed arbitration expert as the arbitrator. The contracting party initiating the arbitration procedure shall outline their position in their request; the arbitrator shall grant the other contracting party an opportunity to express and present their position within 14 days of the initiation of the arbitration procedure. If the arbitrator deems it necessary, an oral hearing may be conducted to discuss the disputed positions.
- 28.2 The arbitrator shall, with appropriate involvement of the contracting parties, make a proposal for settlement as soon as possible, but in any case within three weeks of the initiation of the arbitration procedure. The Principal and the Contractor shall discuss the settlement proposal in a meeting to be held within another 3 weeks, and shall endeavor to reach agreement on the binding nature of the settlement proposal. If no agreement can be reached on a settlement proposal, each contracting party is entitled to submit a statement on the settlement proposal to the arbitrator within 14 days of the meeting where the settlement proposal was discussed. Subsequently, the arbitrator shall prepare an arbitration award within another three weeks, to which both contracting parties shall submit, unless one of the parties raises a written objection against it within 6 weeks of the arbitration award being available.
- 28.3 The contracting parties agree that, if no objection is raised, the result of the arbitration award shall generally be materially binding for themselves and for a court for the purpose of finding the truth and establishing facts. The arbitration award shall only not be binding if the arbitrator has exceeded the scope of the arbitration or if the arbitration award is manifestly incorrect or leads to a manifestly incorrect result. This is particularly the case if the result grossly violates the standard of good faith or if the incorrectness is immediately apparent to a knowledgeable and impartial assessor.
- 28.4 The arbitrator is authorized, with the agreement of the contracting parties, to appoint further experts as arbitrators for individual questions. For the period from the initiation of the arbitration procedure until the arbitration award is available, the running of a limitation or preclusion period concerning claims based on or derived from the subject matter of the arbitration is suspended.
- 28.5 The costs of the arbitration activities shall be divided between the contracting parties in proportion to their success.
- 28.6 In case of disagreements regarding the properties of substances or parts of services for which generally accepted testing procedures exist, or in case of disagreements regarding the reliability of the machines and testing procedures used in the testing, the involvement of the Testing and Research Institute of the City of Vienna (MA 39) for material-technical examination shall be deemed agreed upon, provided that its facilities are sufficient for the testing case. The results of such tests shall be deemed accepted. The costs shall be borne by the party that is unsuccessful."

29 Final Provisions

- 29.1 By signing the contract, the Contractor (AN) agrees to assign all claims of the Principal (AG) against the Contractor arising from the contract, in particular the assignment of warranty and compensation claims, as well as claims from the retention of funds, to third parties. The Contractor is not entitled to: a) set off against claims of the Principal, for whatever reason; b) assign claims against the Principal arising from the delivery of goods or the provision of services to third parties without the explicit written consent of the Principal. If the Contractor contravenes the agreed prohibition on assignment by nevertheless assigning the claim(s) to third parties, the Principal shall pay a contractual penalty, not subject to judicial moderation, amounting to 5% of the assigned claim(s).
- 29.2 The contracting parties waive their right to contest or invoke any mistakes or violation of more than half of the true value regarding this legal transaction.
- 29.3 Any changes and additions to the contract require the written form to be legally effective, even if individual provisions do not expressly refer to this requirement. This also applies to any deviation from this written form requirement. Should individual provisions of the contract be wholly or partially invalid, this does not affect the validity of the remaining contract. The invalid provision shall be replaced by a new provision that comes as close as possible to the economic purpose of the invalid provision.
- 29.4 Austrian law shall apply exclusively, excluding non-mandatory referral norms and the UN Convention on Contracts for the International Sale of Goods. For all disputes between the Principal and the Contractor arising from current or future agreements, the exclusive jurisdiction of the Commercial Court of Vienna is agreed upon.
- 29.5 Information regarding the protection and use of data can be found in the data protection declaration published on the Principal's website (<https://www.arealis.at/datenschutz/>).