



## General Terms & Conditions

### 1.) Scope of application of the General Terms & Conditions

- a) The following General Terms & Conditions shall apply to all present and future contracts between the client in its capacity as a business trader and G<sup>2</sup> Industrial Engineering GmbH.
- b) Any departures from these conditions and any alternative conditions set out by the client shall apply only if expressly acknowledged and confirmed in writing by G<sup>2</sup> Industrial Engineering GmbH.

### 2.) Quotations and supplementary agreements

- a) Unless stated otherwise, the quotations issued by G<sup>2</sup> Industrial Engineering GmbH shall be subject to confirmation in respect of all the data provided.
- b) If an order confirmation issued by G<sup>2</sup> Industrial Engineering GmbH contains changes to the order, these shall be deemed to be approved by the client, unless the latter objects to said changes immediately in writing.
- c) Agreements must always be set out in writing.

### 3.) Placing of orders

- a) The type and scope of the agreed service shall be as set out in the order confirmation, quotation and these General Terms & Conditions.
- b) Any changes and additions to the order must be confirmed in writing by G<sup>2</sup> Industrial Engineering GmbH in order to be included under the present contractual relationship.
- c) G<sup>2</sup> Industrial Engineering GmbH undertakes to execute the order correctly as instructed and in accordance with the generally accepted standards of good engineering practice and the principles of economic efficiency.
- d) G<sup>2</sup> Industrial Engineering GmbH may engage the services of other duly authorised parties in fulfilment of the contract, instructing them in the name of and for the account of the client. G<sup>2</sup> Industrial Engineering GmbH shall be obliged, however, to inform the client of any such intention in writing and to give the client the opportunity to object to the award of contract to a third party within 10 days.



- e) G<sup>2</sup> Industrial Engineering GmbH may also engage the services of other duly authorised parties as subcontractors in fulfilment of the contract, instructing them in the name of and for the account of G<sup>2</sup> Industrial Engineering GmbH. G<sup>2</sup> Industrial Engineering GmbH shall be obliged, however, to inform the client in writing if it intends to have orders carried out by a subcontractor and to give the client the opportunity to object to the award of contract within one week; in this case G<sup>2</sup> Industrial Engineering GmbH must carry out the work itself.

#### **4.) Default on payments**

- a) The customer shall be deemed to be in default on payments if a payment or even one instalment thereof is more than two weeks late.
- b) The entire outstanding balance owing shall become due if unsuccessful enforcement action is taken in respect of the assets of the client, if foreclosure or sequestration of real estate is approved, or if the credit rating is otherwise reduced, thereby jeopardising the fulfilment of obligations on the part of the client.
- c) G<sup>2</sup> Industrial Engineering GmbH shall be entitled to withdraw from the contract in case of default on payments. The client shall be liable for the total amount of loss and damage incurred.

#### **5.) Warranty and compensation**

- d) Warranty claims may only be made after notification of defects, which must be issued by registered letter within 14 days of delivery of the service or part thereof.
- e) Claims may not be made for alteration and price reduction. Claims for improvement or supply of missing items must be met by G<sup>2</sup> Industrial Engineering GmbH within a reasonable period of time, which should generally be one third of the time agreed for the performance of the engineering service. No claims for damages due to delay can be asserted within this period.
- f) The customer shall only be entitled to claims for damages if G<sup>2</sup> Industrial Engineering GmbH is guilty of gross negligence or deliberate intent; this limitation shall not apply in case of personal injury.
- g) No liability shall be accepted for consequential damages and loss of profit even in cases of gross negligence, unless agreed otherwise in individual cases.
- h) G<sup>2</sup> Industrial Engineering GmbH shall not be liable for defects and damage resulting from failure to follow the instructions provided on use, maintenance and operation.



- i) The customer shall be required to prove the occurrence of damage, the amount of damage and fault on the part of G<sup>2</sup> Industrial Engineering GmbH.
- j) If G<sup>2</sup> Industrial Engineering GmbH has acted in breach of its contractual obligations and thereby inflicted damage on the client, its liability for compensation for the damage shall be limited as set out below in case of slight negligence – unless agreed otherwise in any individual case.

## **6.) Withdrawal from the contract**

- a) Any withdrawal from the contract shall be permissible for good cause only.
- b) If there is a delay in performance on the part of G<sup>2</sup> Industrial Engineering GmbH, the client may only withdraw from the contract after allowing a reasonable period of grace; the amount of additional time must be communicated by registered letter.
- c) G<sup>2</sup> Industrial Engineering GmbH shall be entitled to withdraw from the contract if the client fails to meet an obligation or to cooperate as required, thereby rendering it impossible for G<sup>2</sup> Industrial Engineering GmbH to execute the order or seriously hampering its attempts to do so.
- d) If G<sup>2</sup> Industrial Engineering GmbH is entitled to withdraw from the contract, it shall retain the right to the entire order value as stated in the order confirmation, and likewise in the event of unjustified withdrawal by the client. Section 1168 of the General Civil Code of Austria (Allgemeines Bürgerliches Gesetzbuch - ABGB) shall also apply; in the event of justified withdrawal by the client, the client shall be required to pay for the services provided by G<sup>2</sup> Industrial Engineering GmbH.

## **7.) Scope of services**

- a) Unless specified otherwise, all payments shall be denominated in EURO.
- b) The order amount confirmed by the client shall not include sales tax (value added tax); this must be paid separately by the client.
- c) Payments may not be offset against counterclaims for any reason whatsoever.
- d) Unless expressly agreed otherwise, payments must be remitted strictly net within 30 days of the invoice date to the account at a bank with a domestic branch named by G<sup>2</sup> Industrial Engineering GmbH.

## **8.) Place of performance**



The place of performance for all services shall be the registered office of G<sup>2</sup> Industrial Engineering GmbH.

## **9.) Confidentiality**

- a) G<sup>2</sup> Industrial Engineering GmbH must abide by a duty of confidentiality in respect of all information provided by the client.
- b) G<sup>2</sup> Industrial Engineering GmbH shall also be required to maintain secrecy regarding its engineering development services where and while the client has a legitimate interest in said secrecy. After execution of the order, G<sup>2</sup> Industrial Engineering GmbH shall be entitled to publish the contractual work or part thereof for advertising purposes, unless agreed otherwise in the contract.

## **10.) Protection of engineering and design documents**

- a) G<sup>2</sup> Industrial Engineering GmbH shall reserve all rights to the documents which it prepares and issues (especially design documents, simulations and all technical and engineering documents).
- b) Any use of the documents or parts thereof (especially processing, execution, duplication, distribution, public presentation, provision) shall be strictly subject to the express consent of G<sup>2</sup> Industrial Engineering GmbH. All documents may therefore only be used for the purposes specified when the order is placed or expressly confirmed in a subsequent agreement.
- c) G<sup>2</sup> Industrial Engineering GmbH shall be entitled, and the client shall be obliged, to name G<sup>2</sup> Industrial Engineering GmbH (company, business name) in any publications and announcements about the project.
- d) Failure to comply with these provisions for the protection of documents shall entitle G<sup>2</sup> Industrial Engineering GmbH to claim damages for twice the amount of the remuneration judged appropriate for the unauthorised use, duly reserving the right to claim damages exceeding this amount. This compensation for damages may not be reduced by judicial ruling. The burden of proof shall rest with the client to show that no use has been made of the documents of G<sup>2</sup> Industrial Engineering GmbH.

## **11.) Choice of law and place of jurisdiction**

- a) Austrian law shall be solely applicable to contracts between the client and G<sup>2</sup> Industrial Engineering GmbH.



- b) It is agreed that the court having jurisdiction as regards the subject matter at the registered office of G<sup>2</sup> Industrial Engineering GmbH shall rule in any disputes arising from this contract.

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