General Terms and Conditions

1. GENERAL

1.1. These General Terms and Conditions (hereinafter referred to as 'GTC') in the version valid at the time of conclusion of the respective contract are an integral part of all contracts between the contracting party (hereinafter referred to as 'Contractual Partner') and SPIEGLTEC GmbH - engineering services and its affiliated companies based in Germany (hereinafter referred to as 'SPIEGLTEC').

1.2. The content of the contract is primarily determined by the provisions negotiated in detail between the contracting parties, which are set out in order letters, the client's project-related documents, drawings and specifications. In addition, and unless expressly agreed otherwise prior to conclusion of the contract, these GTC shall be the only terms applying to the contract. If SPIEGLTEC is the contracting party placing the order, SPIEGLTEC's General Terms and Conditions of Purchase shall also form part of the contract in addition to these GTC.

1.3. Any cancellation, amendment or modification of the GTC or of contracts between SPIEGLTEC and the Contractual Partner must be made in writing in order to be valid. This also applies to any deviation from the written form requirement.

1.4. Oral statements shall only be effective if they are confirmed in writing by SPIEGLTEC.

1.5. These GTC shall also apply to all future transactions unless the contracting parties expressly agree otherwise in writing. The version valid at the time the contract is concluded shall apply.

2. CONCLUSION OF CONTRACT

2.1. Offers received by SPIEGLTEC from the Contractual Partner will only be accepted by SPIEGLTEC by written declarations of acceptance or by fulfilment. The Contractual Partner shall be bound by its offer for four weeks from receipt.

2.2. SPIEGLTEC's offers are always non-binding and may be amended or revoked by SPIEGLTEC even after receipt of the contracting partner's response. All information in brochures, circulars, catalogues, advertisements, price lists etc. shall also be non-binding.

2.3. If SPIEGLTEC takes on an order without a prior offer from SPIEGLTEC, or if services are performed that were not expressly included in the order, SPIEGLTEC may charge the fee that corresponds to its currently valid price list or its usual fee.

2.4. The scope of a specific order shall be contractually agreed on a case-by-case basis. Subsequent changes to the service content of the order shall require written confirmation from SPIEGLTEC. Within the framework specified by the Contractual Partner, SPIEGLTEC shall have freedom of design in the fulfilment of the order.

2.5. SPIEGLTEC is authorized to have the tasks incumbent upon it performed in whole or in part by third parties. Payment of the third party shall be made exclusively by SPIEGLTEC itself. No direct contractual relationship of any kind whatsoever shall arise between the third party and the Contractual Partner.

3. PROCESSING

3.1. All services provided by SPIEGLTEC, in particular all preliminary drafts, sketches, final artwork, brush proofs, blueprints, copies, color prints and electronic files, etc., must be checked by the Contractual Partner and approved by it within 5 (five) working days of receipt by the Contractual Partner. In the absence of timely feedback, these shall be deemed approved.

3.2. The Contractual Partner shall also provide SPIEGLTEC with comprehensive information about previous and/or ongoing consultations, including in other specialist areas. The Contractual Partner shall provide SPIEGLTEC with timely and complete access to all information and documents required for the provision of the services. It shall inform SPIEGLTEC of all circumstances which are of significance for the performance of the contract, even if these only become known during the performance of the contract. The Contractual Partner shall bear the costs incurred if work has to be repeated or is delayed as a result of incorrect, incomplete or subsequently amended information provided by SPIEGLTEC.

3.3. The Contractual Partner shall also be obliged to check the documents (photos, logos, etc.) provided for the execution of the order for any copyrights, trademark rights, labelling rights or other third-party rights (rights clearing) and guarantees that the documents are free of third-party rights and can therefore be used for the intended purpose. SPIEGLTEC shall not be liable in the event of merely slight negligence or following fulfilment of its duty to warn – at least in the internal relationship with the Contractual Partner – for any infringement of such third-party rights by documents provided. If a claim is made against SPIEGLTEC by a third party due to such an infringement of rights, the Contractual Partner shall indemnify and hold SPIEGLTEC harmless and support it in the defense against any third-party claims. The Contractual Partner shall provide SPIEGLTEC with all documents for this purpose without being requested to do so.

4. DURATION & CANCELLATION

4.1. This contract shall generally end upon completion of the order.

4.2. Notwithstanding this, the contract may be cancelled by either party at any time for good cause without notice. Good cause shall be deemed to exist in particular if a party to the contract breaches material contractual obligations, or if insolvency proceedings are opened against a party to the contract or the application for insolvency is rejected due to a lack of assets to cover the costs.

5. PROTECTION OF PROPERTY

5.1. If the contract relates to the delivery of goods, the goods shall remain the property of SPIEGLTEC until payment has been made in full. Resale, even in part, shall only be permitted if SPIEGLTEC has been notified in advance, stating the name or company name and exact address of the buyer, and SPIEGLTEC gives written consent to the resale. In the event of such consent, the purchase price claim shall be deemed assigned to SPIEGLTEC, and SPIEGLTEC shall be entitled to inform the buyer of this assignment at any time.

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5.2. If the Contractual Partner has already invited SPIEGLTEC in advance to draw up a concept, and if SPIEGLTEC honors this invitation before the main contract is concluded, this shall be subject to the following conditions:

i. The potential Contractual Partner and SPIEGLTEC enter into a contractual relationship ('pitching contract') as a result of the invitation and acceptance of the invitation by SPIEGLTEC, and these GTC shall apply.

ii. The potential Contractual Partner recognizes that SPIEGLTEC has already been providing cost-intensive preliminary services with the concept development, although the Contractual Partner has not yet assumed any performance obligations.

iii. The concept is subject to the protection of copyright law in its linguistic and graphic parts, insofar as these reach the level of a work; any utilization and processing constitutes an infringement of copyright law and is therefore not permitted.

iv. The concept also contains ideas. In particular, plans, brochures, technical documents, etc. are regarded as ideas within the meaning of this agreement, even if they do not reach the level of a work. The potential Contractual Partner undertakes to refrain from exploiting these ideas presented by SPIEGLTEC within the framework of the concept itself or having them exploited commercially by third parties or using them or having them used.

v. If the potential Contractual Partner is of the opinion that the ideas presented by SPIEGLTEC are not SPIEGLTEC's ideas, it must inform SPIEGLTEC of this in writing within 14 days of the date of the presentation, citing evidence that permits a chronological allocation. In the absence of such notification, it shall be assumed that the ideas are the intellectual property of SPIEGLTEC. If these ideas are utilized by the Contractual Partner, it shall be assumed that SPIEGLTEC has become meritorious in the process and point 7 shall therefore apply.

5.3. The copyrights to works created by SPIEGLTEC, its employees, and commissioned third parties (in particular offers, reports, analyses, expert opinions, organizational plans, programs, service descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with SPIEGLTEC. The Contractual Partner may use these works solely for the purposes covered by this contract during and after termination of the contractual relationship. The acquisition of usage and exploitation rights to SPIEGLTEC's services requires full payment of the fees invoiced by SPIEGLTEC for such services.

5.4. The Contractual Partner shall not be authorized to reproduce and/or distribute the work(s) without SPIEGLTEC's express consent. Under no circumstances shall any unauthorized reproduction/distribution of the work give rise to any liability on the part of SPIEGLTEC – in particular for the accuracy of the work – vis-à-vis third parties.

5.5. Any breach of these provisions by the Contractual Partner shall entitle SPIEGLTEC to terminate the contractual relationship prematurely with immediate effect and to assert other statutory claims, in particular for injunctive relief and/or damages. The burden of proof that the Contractual Partner has not used SPIEGLTEC's documents shall lie with the Contractual Partner.

5.6. The Contractual Partner shall be liable to SPIEGLTEC for any unlawful use in double the amount of the reasonable fee for such use.

6. LABELING

6.1. SPIEGLTEC shall be entitled to refer to SPIEGLTEC and, where applicable, to the author on all documents, plans, etc., without the Contractual Partner being entitled to any remuneration for this.

6.2. Subject to written revocation by the Contractual Partner, which is possible at any time, SPIEGLTEC shall be entitled to refer to the existing or former business relationship with the Contractual Partner by name and company logo on its own advertising media and in particular on its Internet website (references).

7. FEE & INVOICING

7.1. Upon completion of the agreed-upon work, SPIEGLTEC shall receive a fee in accordance with the agreement between the Contractual Partner and SPIEGLTEC.

7.2. Unless otherwise agreed, the non-binding calculation recommendations issued by the Professional Association of Engineering Firms shall form part of the contract.

7.3. Unless expressly stated otherwise, all prices quoted by SPIEGLTEC are exclusive of VAT.

7.4. Invoices that qualify for input tax deduction, shall be issued by SPIEGLTEC with all legally required details.

7.5. Any cash outlays, expenses, travel costs and other expenses incurred shall be invoiced by SPIEGLTEC and reimbursed by the Contractual Partner.

7.6. If the agreed order is not carried out for reasons attributable to the Contractual Partner or due to justified premature termination of the contractual relationship by SPIEGLTEC, SPIEGLTEC shall retain the right to payment of the entire agreed fee less any expenses saved. If an hourly fee is agreed, the fee shall be paid for the number of hours that could have been expected for the entire agreed order, less the expenses saved. The expenses saved are agreed at a flat rate of 30 per cent of the fee for those services that SPIEGLTEC has not yet provided by the date of termination of the contractual relationship.

8. DELIVERY, PERFORMANCE & DEFAULT

8.1. The place of fulfilment for all obligations to be fulfilled by SPIEGLTEC and its Contractual Partner is SPIEGLTEC's registered office.

8.2. Unless expressly agreed as binding, all stated delivery or performance periods shall only be deemed to be approximate and non-binding. Binding agreements on deadlines must be recorded in writing or confirmed in writing by SPIEGLTEC.

8.3. If a delivery or performance is delayed due to a circumstance for which SPIEGLTEC is not responsible, the delivery or performance period shall be extended accordingly, without the need for separate declarations, and SPIEGLTEC shall not be held liable for any legal consequences – even if SPIEGLTEC is already in default with other obligations. In the event of unreasonable impediment to

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the fulfilment of the order, SPIEGLTEC shall be entitled to withdraw from the contract, excluding claims for damages.

8.4. In the event of a delay caused by SPIEGLTEC, the Contractual Partner may, after the expiry of a written, reasonable, and at least four-week grace period, either demand performance or declare withdrawal from the contract, provided the grace period states the legal consequences.

8.5. In any case, SPIEGLTEC may – without triggering any consequences of delay for itself – make its delivery or performance dependent on the receipt of required advance payments, on the fulfillment of all other contractual obligations, and on the timely payment of other claims. If a credit check of the Contractual Partner by SPIEGLTEC or its insurer produces a negative result, SPIEGLTEC may make the delivery or performance dependent on full advance payment or the issuance of an original bank guarantee.

8.6. To the extent legally permissible, claims for damages are excluded – at least in the case of slight negligence – due to a delay on the part of SPIEGLTEC.

8.7. If delivery or performance is impossible, all contractual obligations shall be void. If the impossibility or delay is caused by SPIEGLTEC's contractors, the Contractual Partner is not entitled to any claim for damages.

8.8. SPIEGLTEC is entitled to carry out partial performance and partial deliveries and to also issue partial invoices.

8.9. If the Contractual Partner does not accept the contractual delivery or performance at the right place or at the right time, SPIEGLTEC can withdraw from the contract by granting a grace period of 14 days.

9. DELIVERY & SHIPPING

9.1. As soon as the goods are reported as ready for dispatch, they must be retrieved by the Contractual Partner immediately. Otherwise, SPIEGLTEC is authorized to store the goods at the Contracting Partner's expense and risk at its own discretion and to bill the process as delivery ex works.

10. PAYMENT & DELAY OF PAYMENT

10.1. Unless the contract states otherwise, the entire fee is due without deductions within 30 days of the invoice date. No early payment discount shall apply. Any kind of discounts granted in individual cases, including cash discounts, do not constitute a claim by the Contractual Partner to be granted the same discount in the future. All payments must be made to a SPIEGLTEC bank account.

10.2. The Contractual Partner may not set off its claims against any claims of SPIEGLTEC. SPIEGLTEC may apply any payments by the Contractual Partner, regardless of their designation, against outstanding claims at its own discretion.

10.3. In the event of non-payment of a due claim by the Contractual Partner, all other claims are also due immediately without express payment. The same applies in the event of a significant deterioration in the Contractual Partner's financial circumstances or in the event of enforcement measures against its assets.

10.4. Late payment occurs automatically without the need for a separate explanation. Interest on late payment is agreed at a rate of 8% p.a. (eight percent per annum) above the base interest rate of the ECB. Any greater damage must be compensated.

10.5. In the event of delay, the Contractual Partner is obliged to reimburse all dunning and collection costs incurred by SPIEGLTEC, including the costs of a lawyer or debt collection agency, to the extent that they are necessary for appropriate legal prosecution.

11. WARRANTY

11.1. Unless special agreements are made, the statutory warranty period applies.

11.2. Defects must be reported to SPIEGLTEC by registered mail within eight days – with any processing immediately discontinued. In the case of obvious defects, this period runs from the time the performance is delivered and, in the case of hidden defects, from the time they are discovered. Obvious defects must be reported immediately upon commissioning of the respective goods or services.

11.3. Upon being duly notified of a defect, SPIEGLTEC may fulfill its warranty obligation at its discretion by:

i. Supplementing the missing part;
ii. Correcting the defect.

11.4. SPIEGLTEC does not have any further obligations under the warranty – to the extent permitted by law.

11.5. It is the Contractual Partner's responsibility to check the service for legal admissibility, in particular competition, trademark, copyright and administrative law. SPIEGLTEC is only obliged to carry out a basic check of legal admissibility. In the event of slight negligence or after fulfillment of any obligation to warn the Contractual Partner, SPIEGLTEC is not liable for the legal admissibility of content if it was specified or approved by the Contractual Partner.

11.6. The right to seek recourse against SPIEGLTEC in accordance with § 445a Section 1 BGB expires one year after delivery/performance. The Contractual Partner is not entitled to withhold payments due to complaints. The presumption regulation of § 477 ABGB is excluded.

12. DAMAGES & LIABILITY

12.1. In the event of damages, SPIEGLTEC is only liable for intent or gross negligence. Liability for slight negligence is excluded, as is the compensation for consequential and financial damages, lost profits, loss of interest and damages from third-party claims against the Contractual Partner.

12.2. Any liability of SPIEGLTEC for claims that are raised against the Contractual Partner based on the service provided by SPIEGLTEC is expressly excluded if SPIEGLTEC has fulfilled its obligation to warn or if such a duty was not reasonably apparent to SPIEGLTEC, with slight negligence not being detrimental. In particular, SPIEGLTEC is not liable for legal costs, the Contractual Partner's own legal fees or costs of publication of judgments as well as for any claims for damages or other claims from third parties. The Contractual Partner must indemnify and hold SPIEGLTEC harmless in this regard.

12.3. The Contractual Partner's claims for damages expire six months after the damage is known but no later than three years after the act of infringement by SPIEGLTEC.

12.4. In the event of gross negligence, liability for damages is limited as follows:

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i. In the event of withdrawal and personal injury, without limitation.
ii. In all other cases with the following limitations:
    a. For an order sum of up to EUR 250,000.00, a maximum of EUR 12,500.00.
    b. For an order sum over EUR 250,000.00 with 5% of the order sum, but a maximum of EUR 750,000.00.

13. CHOICE OF LAW & JURISDICTION

13.1. All contracts concluded between SPIEGLTEC and its Contractual Partner and all claims arising from the legally effective existence or non-existence of these contracts shall be governed by Austrian substantive law, to the exclusion of the provisions of Austrian private international law.

13.2. The exclusive place of jurisdiction for all legal disputes arising from a contract concluded or to be concluded between SPIEGLTEC and its Contractual Partner on the basis of these GTC shall be the court with subject-matter jurisdiction for A-6230 Brixlegg. However, SPIEGLTEC may also sue the Contractual Partner in another domestic or foreign court.

14. DATA PROTECTION & CONFIDENTIALITY

14.1. The personal data of the Contractual Partner relevant to the business relationship (name, address, email address, date of birth, account details, credit card information, etc.) will be stored and processed by SPIEGLTEC in accordance with Art. 6 para. 1 lit. b GDPR for the fulfilment of the contract, in particular for communication, invoicing, bank transfers, etc. In order to process any warranty claims and claims for damages, the data will be stored for 40 months from the date of conclusion of the respective contract and then deleted.

14.2. Insofar as this is not necessary for the fulfilment of the contract, the Contractual Partner's data shall be treated confidentially and shall not be passed on to third parties. It may also be necessary to pass the data on to a debt collection agency or a lawyer.

14.3. The Contractual Partner has a right to request information concerning its personal data, to data portability, to correction or deletion of personal data and to restriction of or objection to the processing of its personal data. The Contractual Partner can exercise these rights by sending an email to info@spiegltec.com.

14.4. Finally, the Contractual Partner has the right to lodge a complaint with the German Data Protection Authority (https://www.bfdi.bund.de/).

15. SECURITY GUIDELINES

15.1. The Contractual Partner shall comply with the applicable house rules and the relevant safety regulations on SPIEGLTEC's premises and shall follow the instructions of the personnel authorized to issue instructions on the premises in this regard.

16. FORCE MAJEURE

16.1. In the event of force majeure affecting the fulfilment of the contract, SPIEGLTEC is entitled to postpone delivery for the duration of the hindrance and, in the event of longer-term delays, to withdraw from the contract in whole or in part, without this giving rise to any claims against SPIEGLTEC. Force majeure shall be deemed to be all events that are unforeseeable for the Seller or events that – even if they were foreseeable – are beyond the Seller's control and whose impact on the fulfilment of the contract cannot be prevented by reasonable efforts on the part of the Seller. Any statutory claims of the Contractual Partner shall remain unaffected.

17. FINAL PROVISIONS

17.1. If individual provisions of these GTC are invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes closest to it in meaning and purpose.

17.2. SPIEGLTEC may transfer its rights and obligations to third parties in whole or in part at any time. A transfer by the Contractual Partner is only permitted with SPIEGLTEC's consent.

17.3. The right to rescind the contract on grounds of error is excluded.

17.4. The German version of these GTC shall take precedence over any foreign-language version. Versions not in German are merely non-binding translations.

17.5. References to the applicability of legal provisions in these GTC are for clarification purposes only. Even without such clarification, the legal provisions shall apply unless they are directly amended or expressly excluded in these GTC.

17.6. Where terms referring to a natural person are only given in the male form, they equally refer to female, diverse and male persons. When applying the term to specific natural persons, the gender-specific form shall be used.

17.7. These GTC apply for the following SPIEGLTEC companies:

- SPIEGLTEC GmbH – consulting engineers Deutschland (HRB 251985, Amtsgericht München)
- Unison Engineering & Consultants GmbH (HRB 55087 B, Amtsgericht Charlottenburg (Berlin))

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