

## General Terms and Conditions

### 1) General information

A legally binding written order letter signed by the client is required for acceptance of the order.

### 2) Services of the client

The client shall provide all existing as-built documents required for project processing in good time. A review of the as-built documents and the preparation of missing but necessary as-built documents are not included in this agreement. This applies in particular to surveying services.

The client shall procure all relevant and crucial information about infrastructure facilities (supply, disposal and communication systems) in good time so that continuous service provision can take place within the agreed time frame.

Before the Contractor begins processing the service, the Client must name its responsible contact persons and their decision-making powers, define interfaces to third parties and specify procedural steps such as the administration, preparation and forwarding of files.

#### 2.1. Project changes

Should project changes be necessary in the projects in question due to changes to the overall concept, a written confirmation from the client that the additional expenditure has been acknowledged and a separate invoice is required.

### 3) Services of the contractor

The agreed services are listed in the enclosed detailed fee offer.

### 4) Service processing & service provision

#### 4.1. Subcontractors of the contractor

The Contractor may use other appropriately authorized persons as subcontractors for the provision of services and place orders with them in its own name and for its own account. The Contractor must inform the Client of this.

#### 4.2. Performance dates

The agreed performance dates shall be specified in writing in consultation with the client.

The completion of services occurs when the commissioned services or partial services have been provided by the contractor and the final invoice has been issued.

#### 4.3. Subsequent restriction of benefits/termination of benefits/revocation of benefits

If the agreed scope of services is subsequently restricted, terminated or revoked by the client in the course of the provision of services, the remuneration for the restricted service shall be paid in accordance with Section 1168 ABGB.

### 5) Agreed remuneration for ancillary costs

Additional ancillary costs, unless shown separately in the enclosed fee calculation or already included in the total offer amount (e.g. mileage, copies, plan plots, plan prints, project parties, etc.), shall be invoiced according to actual expenditure.

The following rates are agreed:

Journeys (per km)	€ 0,70	Bene folder (large+small)	€ 5,50	loose-leaf binder	€ 9,00
Copy A4 b/w	€ 0,59	Envelope	€ 7,50	Unibind max.15-100 sheets	€ 6,00
Copy A4 b/w 2-sided	€ 0,95	USB stick	€ 15,00	Unibind max. 120-340 sheets	€ 8,50
Copy A4 color	€ 0,79	Stapling strip	€ 0,79	Dividers A4	€ 0,39
Copy A4 color2-sided	€ 1,00	Document folder 4,50 cm	€ 21,00	Dividers small	€ 0,25
Copy A3 b/w	€ 1,00	Document folder 6,50 cm	€ 23,00	Adhesive labels A4	€ 0,99
Copy A3 b/w 2-sided	€ 1,95	Document folder 8,50 cm	€ 27,00	various envelopes(B4, DL, C4, C5)	€ 1,00
Copy A3 color	€ 1,20	Plan print per m <sup>2</sup>	€ 24,00	Shipping carton 10 cm	€ 3,50
Copy A3	€ 2,20	Plastic binder spine	€ 0,79	Elastic binder	€ 8,00
160g A4 paper	€ 0,29				

Detailed costs for project completions are determined according to scope.

Other ancillary costs will be invoiced according to actual costs. For external services (e.g. photocopying, etc.) a surcharge of 15% will be added to the net total.

#### 6) Additional services

For additional engineering services commissioned by the client, which go beyond the scope of services listed in the fee calculation, the following hourly rates are charged in accordance with the base value of the Federal Chamber of Architects and Consulting Engineers **110.43 (as of 01.01.2025)**:

DI	€ 165,65	Draftsman	€ 88,34 /h
Senior technician	€ 138,04	Assistant	€ 71,78 /h
Technician	€ 110,43 /h		

#### 7) Billing and payment conditions

Invoicing based on actual time spent shall be carried out in accordance with the progress of the service in consultation with the client. The final invoice shall be issued once the service has been completed in full. The term of payment shall be stated separately in the offer. All prices are net excluding VAT and shall be paid in EURO.

The granting of a cash discount is generally not provided for unless the Contractor has stipulated the deduction of a cash discount in a separate written agreement or in the offer with the Client

If the payment deadline is exceeded, default interest of 9.2% above the base interest rate pursuant to § 456 UGB (Austrian National Bank base interest rate) will be charged. A processing fee of € 50.00 will also be charged for the first reminder and a processing fee of € 100.00 for the last reminder.

#### 8) Other regulations

The Contractor is obliged to maintain confidentiality regarding all information provided by the Client. The Contractor shall be obliged to maintain confidentiality if and as long as the Client has a legitimate interest in such confidentiality.

#### 9) Protection of intellectual performance

All intellectual services of the Contractor - in particular plans, calculations, concepts, solutions, methods and procedures, etc. - may only be used by the Client for the agreed purpose or for other uses with the express consent of the Contractor.

**10) Withdrawal from the contract**

Withdrawal or unilateral premature termination of this contract is only possible for good cause that would make it unreasonable for one of the contracting parties to continue the contractual relationship. An important reason is in particular

**10.1 for the client**

- if the contractor continues to act in breach of contract;
- if the contractor is in default with the provision of services despite the setting of a grace period.

**10.2 for the contractor**

- if an interruption of the service ordered by the client lasts longer than 3 months, unless the client assumes the ongoing costs in accordance with point 11 of this contract until the reason for the interruption ceases to apply;
- if the client prevents the proper provision of the service.

Withdrawal from the contract must be declared in writing.

10.3 If the contract is rescinded or services transferred are revoked for a reason for which the Client is responsible, the Contractor shall be entitled to the entire agreed remuneration less the expenses saved or other income, for which a flat rate of 40% of the remuneration for the services not yet rendered up to the date of termination of the contract shall be determined (Section 1168 ABGB).

10.4 If the contract is rescinded or transferred services are revoked for a reason for which the Contractor is responsible, it shall only be entitled to remuneration for those services that it has provided up to the date of rescission.

**11) Prohibition of offsetting**

Compensation with any counterclaims, for whatever reason, is not permitted.

**12) Copyright**

The copyright and the resulting exploitation rights to the contractual work (e.g. plans, sketches, models and other documentation and written documents) shall remain with the Contractor even after payment of the remuneration. This includes, in particular, the right to execute or modify the construction or reconstruction by third parties. The client shall only be granted the right to use the contractor's work for the contractually stipulated purpose on condition that the contract is fulfilled in full.

**13) Insurance**

The Contractor bindingly declares that a valid liability insurance with an insured sum of € 1.5 million exists for damages resulting from a breach of the obligations incumbent on the Contractor under this agreement.

**14) Statute of limitations**

The Client's claims against the Contractor for non-contractual performance and for damages shall become time-barred after 2 years, unless the law provides for a shorter limitation period. For contracts with consumers within the meaning of the Consumer Protection Act, the statutory limitation periods shall apply.

**15) Subsequent services**

Services rendered after the final acceptance for the determination or enforcement of warranty claims and for the monitoring of warranty work shall be remunerated separately.

- 16) Choice of law and place of jurisdiction - Out-of-court dispute resolution**  
Austrian law shall apply exclusively. Any legal disputes shall be settled before the ordinary court having jurisdiction over the subject matter.  
The Client and the Contractor agree to settle disputes initially by means of an out-of-court dispute resolution procedure.
- 17) General Data Protection Regulation**  
Within the framework of the EU General Data Protection Regulation applicable from May 25, 2018, the contractor is obliged as the controller to comply with the lawful processing of personal data and to take precautions for data protection within the scope of its possibilities. A corresponding data protection information sheet is attached to these General Terms and Conditions.

## Data protection information pursuant to Art. 13 GDPR Customers

The new General Data Protection Regulation came into force in May 2018. This provides for extended information obligations. We are therefore informing you - in compliance with the new legal regulations - about the data processing we carry out that concerns our cooperation with you. We confirm that we have taken appropriate technical and organizational security measures and precautions to protect your data.

In accordance with Art. 12ff GDPR, the following overview is intended to provide information on the most important aspects:

<b>Responsible person:</b>	ÖSTAP Engineering & Consulting GmbH Heiligenstädter Straße 51/3, 1190 Vienna <a href="mailto:office@oestap.at">office@oestap.at</a> +43-1-505 27 43
<b>Data Protection Officer:</b>	No data protection officer has been appointed as there is no legal requirement to do so.
<b>Purpose of the Data processing:</b>	Processing and transmission of data in the context of business relationships with customers and suppliers, including automatically generated and archived text documents (such as correspondence or contracts) in these matters; processing of contact data, e.g. for invitations to company events and greeting cards.
<b>Legal basis:</b>	Contractual relationship, legitimate interests, legal obligations, consent of the data subject
<b>Data categories:</b>	Contact data (name, address, e-mail, telephone number, bank details, etc.) and data required to process the contractual relationship (account and payment data, contract and property data, correspondence)
<b>Storage period of the data:</b>	The data will be stored for the duration of the contractual relationship and after its termination at least as long as statutory retention periods exist or limitation periods for potential legal claims have not yet expired.
<b>Forwarding of data (possible recipient categories):</b>	We store and process the personal data transmitted or disclosed to us only insofar as it is related to the execution of the contract (management contract). Disclosure will only take place to the minimum extent necessary, insofar as it is necessary for the execution of the contract, is based on a legal basis or there is a legitimate interest of the controller and third parties involved. Possible recipients may be: third parties involved in the business transaction such as responsible subcontractors or construction companies; public authorities that require information in connection with the contractual relationship; financing companies, insurance companies; tax office and other authorities, tax consultants and legal representatives (in the enforcement of rights or defense against claims or in the context of official proceedings). Companies commissioned to support our internal IT infrastructure (software, hardware); commissioned subcontractors (e.g. for the collection/processing of data required as part of the business relationship)
<b>Source of the data:</b>	Specified by the customer or collected in the context of previous business relationships
<p><b>Your rights:</b> In principle, you have the rights to information, correction, deletion, restriction, data portability and objection within the framework of the statutory provisions. Please contact us for this purpose: <b>ÖSTAP Engineering &amp; Consulting GmbH, Heiligenstädter Strasse 51/3, 1190 Vienna</b> <a href="mailto:office@oestap.at">office@oestap.at</a> +43-1-505 27 43</p> <p>If you believe that the processing of your data violates data protection law or that your data protection rights have been violated in any other way, you are free to lodge a complaint with the data protection authority.</p>	