

1. General Terms and Conditions of LITEstudio OG

(based on the general terms and conditions by the Austrian Association of Consulting Engineers)

1.1 Validity of the general terms and conditions and deviations

- a) The following general terms and conditions shall apply for all current and future contracts between the client in its capacity as an operator and the engineering company.
- b) Deviations from these conditions, and in particular the conditions of the client, shall apply only if the engineering company has expressly acknowledged and confirmed them in writing.
- c) Contracts with consumers are concluded in accordance with the Austrian consumer protection law (KSchG). The regulations of this law take precedence to the following general terms and conditions).

1.2 Quotations, subsidiary agreements

- a) Unless otherwise indicated, the quotations from the engineering company shall be non-binding with regard to all indicated details, including the fee.
- b) If a contract confirmation from the engineering company contains modifications to the contract, these shall be considered approved by the client unless the client promptly indicates otherwise in writing.
- c) Agreements must in principle be in writing.

1.3 Awarding of contract

- a) The nature and scope of the agreed service shall be based on the contract, power of attorney and these general terms and conditions.
- b) Modifications and additions to the contract shall require written confirmation by the engineering company in order to become part of the contractual relationship.
- c) LITEstudio shall fulfil the contract awarded to it properly and in accordance with generally recognised good engineering practice and the principles of sound financial management.
- d) LITEstudio may enlist the services of other appropriately authorised parties to fulfil the contract and place orders with them on behalf of and for the account of the client. LITEstudio is however obliged to inform the client of this intention in writing and grant the client the option of rejecting this order placement with third parties within 10 days.
- e) LITEstudio may enlist the services of other appropriately authorised parties as sub-planners and place orders with them on behalf of and for the account of LITEstudio.

1.4 Warranty and compensation for damage

- a) Warranty claims may only be lodged after notification of deficiencies. These claims must be submitted exclusively by registered letter within 14 days of the provision of the service or part service. The period of warranty is two years for movable assets, 3 years for immovable economic goods and begins with the date of delivery.
- b) Claims to cancellation of sale and price reductions shall be excluded. Claims for improvement and/or amendment of the deficiency must be met by LITEstudio within a reasonable period; this period should in principle be one third of the agreed period for fulfilment of the service. A claim for damage caused by delay cannot be invoked within this period.
- c) LITEstudio shall provide its services with the care expected of a specialist (Austrian General Civil Code [AGBG], Section 1299).

- d) If in breach of its contractual obligations the engineering company is guilty of causing damage to the client, its liability to make good the damage caused – unless otherwise arranged in individual cases – by slight negligence shall be limited as follows:
- 1) for cancellation of sale and personal injury, no limitation,
 - 2) the following limitations shall apply in all other cases:
 - in the case of a contract amount up to 250,000.00 euros: a maximum 12,500.00 euros;
 - in the case of a contract amount above 250,000.00 euros: 5% of the contract amount but a maximum of 750,000.00 euros.
 - 3) Liability for consequential damages and lost income shall also be excluded in the case of gross negligence unless otherwise arranged in individual cases.

1.5 Place of fulfilment

- a) The place of fulfilment for all company services shall be the registered office of LITEstudio.

1.6 Withdrawal from contract

- a) Withdrawal from the contract shall only be permitted for cause.
- b) In the event of a delay in LITEstudio supplying a service, it shall only be possible for the client to withdraw after a reasonable period of grace has been set; this period of grace must be set by means of a registered letter.
- c) In the event of a delay in the client providing a partial service or an agreed collaboration activity which makes the fulfilment of the contract by LITEstudio impossible or significantly impedes it, LITEstudio shall be entitled to withdraw from the contract.
- d) If LITEstudio is entitled to withdraw from the contract, it shall retain the right to claim the entire agreed fee, including in the case of unjustified withdrawal by the client. ABGB, Section 1168, also applies; in the case of justified withdrawal on the part of the client, the client must remunerate the engineering company for the services provided.

1.7 Fees, scope of services

- a) Unless otherwise indicated, all fees shall be in euros.
- b) The VAT (turnover tax) shall not be included in the fee amounts; this shall be paid separately by the client.
- c) Compensation with counter-claims, for whatever reason, shall be inadmissible.
- d) Unless otherwise agreed, the non-binding calculation recommendations from the Austrian Association of Consulting Engineers shall be part of the contract content.
- e) It shall not be permissible to offset claims with any counterclaims unless they stand in a legal connection to the outstanding fee, have been declared in court or have been allowed by LITEstudio.

1.8 Confidentiality

- a) LITEstudio shall be obliged to maintain confidentiality regarding all information provided by the client.
- b) The engineering company shall also be obliged to keep its planning activities confidential if and so long as the client has a justified interest in this confidentiality. Upon fulfilment of the contract, the engineering company shall be entitled to make public for advertising purposes, in whole or in part, the work specified in the contract, unless otherwise contractually agreed.

1.9 Protection of plans

- a) LITEstudio shall retain all rights and uses regarding the documents created by it (especially plans, brochures and technical documents).
- b) Any use (in particular processing, execution, reproduction, distribution, public display, provision) of the documents or parts thereof shall only be permitted with the express approval of the engineering company. All documents must therefore be used only for the purposes expressly determined when the order is placed or through a subsequent agreement.
- c) LITEstudio shall be entitled and the client obliged to indicate the name (company and trade name) of the engineering company in publications and announcements about the project.
- d) In the event of the contravention of these provisions for protecting documents, LITEstudio may claim a contractual penalty in the amount of twice the appropriate compensation for unauthorised usage, whereby the right to a claim an additional compensation for damages is retained. This contractual penalty shall not be liable to a judicial reduction of compensation. The client shall be responsible for furnishing proof that it has not used the engineering company's documents.

1.10 Governing law, place of jurisdiction

- a) Austrian law shall apply exclusively for contracts between the client and the engineering company.
- b) It is agreed that all disputes arising from this contract shall be the responsibility of the competent court at the location of the registered offices of LITEstudio.

2. Specific conditions for consumer contracts within the application field of the Austrian consumer protection law (KSchG)

2.1 Right of revocation

- a) I expressly agree that LITEstudio may commence performance of the contract before expiry of the withdrawal period. I am aware that I reject, by this explicit consent, my right of revocation.

2.2 Warranty

- a) Warranty claims begins with the transfer of documents and performed services. A price reduction shall only apply to defects that had already existed at the time of delivery.

2.3 Confirmation requirement

- a) The mandate is concluded by the signature of the Principal.

Commissioned:

Vienna,