

General terms and conditions of blp GeoServices Ltd.

The terms and conditions essentially correspond to the recommendations of the Austrian Association of Consulting Engineers.

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 and blp GeoServices Ltd.
- b) Deviations from these conditions and in particular the conditions of the client shall apply only if blp GeoServices Ltd. has expressly acknowledged and confirmed them in writing.
- c) Insofar as the contracts are concluded with consumers within the meaning of the KSchG, the mandatory provisions of this law shall take precedence over the following General terms and conditions.¹

2.) Offers, ancillary agreements

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

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 blp GeoServices Ltd. in order to become part of the contractual relationship.
- c) Blp GeoServices Ltd. 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) blp GeoServices Ltd. may enlist the services of other appropriately authorised parties as sub-planners and place orders with them in the name of and for the account of the client. However blp GeoServices Ltd. shall be obligated to notify the client of this intention in writing and to give the client the opportunity to object to this award of contract to a third party within 10 days.
- e) blp GeoServices Ltd. may also engage other appropriately authorized parties as sub-planners to fulfill the contract and place orders with them in the name of and for the account of blp GeoServices Ltd. However blp GeoServices Ltd. shall be obligated to notify the client in writing if it intends to have orders executed by a sub-planner, and to give the client the opportunity to object to this subcontracting within one week; in this case, blp GeoServices Ltd. shall carry out the order itself.

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.
- 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 blp GeoServices Ltd. 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) blp GeoServices Ltd. shall provide its services with the care expected of a specialist (Austrian General Civil Code [AGBG], Section 1299).
- d) Any liability for damages shall be limited to the direct damage, or to the liability insurance taken out by blp GeoServices Ltd., unless there is gross negligence or intent.
- e) Unless expressly agreed otherwise, the order is limited to facilities, structures, materials and risks that were recognizable at the time the order was placed according to the circumstances of the order or the state of the art.
- f) If defective documents, information or materials are supplied by the Customer, which subsequently lead to errors, these shall be borne by the Customer, unless the defectiveness was obvious. This applies in particular to damage caused by missing or defective information regarding ducts, cables, conduits etc.
- g) Due to the heterogeneity of the subsoil, all plans, dimensions, etc. are only approximate and therefore non-binding, unless they have been expressly confirmed.
- h) If blp GeoServices Ltd. is entitled to its own warranty claims against third parties, these shall be assigned to the client. The client shall claim against the third party as long as the third party is willing and able to perform.
- i) Shipment and delivery are at the expense and risk of the client, unless other agreements have been made. The risk shall pass to the Customer when the goods leave the business premises, even in the case of free delivery to the place of destination.

5.) Withdrawal from contract

- a) Withdrawal from the contract shall only be permitted for cause.
- b) In the event of a delay in blp GeoServices Ltd. 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 blp Geoservices Ltd. impossible or significantly impedes it, blp GeoServices Ltd. shall be entitled to withdraw from the contract.
- d) If blp GeoServices Ltd. 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. (Austrian General Civil Code [AGBG], Section 1168) also applies; in the case of justified withdrawal on the part of the client, the client must remunerate blp GeoServices Ltd. for the services provided.

6.) 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) Unless otherwise agreed, the value protection provisions according to ÖNORM A 2060 in the entire version as amended apply to the prices.

7.) Place of fulfilment

The place of performance for all office services shall be the registered office of blp GeoServices Ltd. in A-4020 Linz, Kapuzinerstraße 84a or its other place of business in A-1120 Vienna, Rothkirchgasse 4/4/7.

8.) Secrecy

- a) blp GeoServices Ltd. is obligated to maintain confidentiality of all information provided by the client.
- b) blp GeoServices Ltd. is also obligated to maintain confidentiality of its planning activities if and as long as the client has a legitimate interest in such confidentiality. After execution of the order, blp GeoServices Ltd. shall be entitled to publish the contractual work in whole or in part for advertising purposes, unless otherwise contractually agreed.
- c) In addition, the contracting parties always undertake to mutual confidentiality of information by accepting an offer.

9.) Protection of plans

- a) The engineering company 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 blp GeoServices Ltd. All documents must therefore be used only for the purposes expressly determined when the order is placed or through a subsequent agreement.
- c) blp GeoServices Ltd. shall be entitled and the client obliged to indicate the name (company and trade name) of blp GeoServices Ltd. in publications and announcements about the project.
- d) In the event of the contravention of these provisions for protecting documents, blp GeoServices Ltd. 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 documents of blp GeoServices Ltd.

10.) Governing law, place of jurisdiction

- a) Austrian law shall apply exclusively for contracts between the client and blp GeoServices Ltd.
- 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 office of blp Geo Services Ltd. in Linz, Austria.

¹ Therefore, the following regulations do not apply or with the following deviations for consumers:

- Points 1.b, 2.c and 3.b do not exclude the validity of informal declarations made by blp GeoServices Ltd. or its representatives.
- The legal consequence of failure to object within the time limit according to points 3.d and 3.e shall be referred to by the blp GeoServices Ltd. in the notification.
- Points 4.a and 4.b do not apply.
- Point 5.b does not apply to fixed transactions.
- Point 5.d shall apply with the proviso that only the provision of Austrian General Civil Code [AGBG], Section 1168 shall apply.
- The prohibition of set-off in item 6.c shall not apply in case of insolvency of blp GeoServices Ltd. and for counterclaims that have been determined by a court, recognized by blp GeoServices Ltd., or are legally related to the claim of blp GeoServices Ltd.
- The last two sentences of item 9.d do not apply.
- Item 10.b applies only if the client has his residence, habitual residence or place of employment at this location. Other places of jurisdiction to which the client is entitled shall not be excluded thereby.