



Annex to the GTC for the purchase of building construction and engineering services

In addition to the GPC, the following provisions also apply to building construction and civil engineering services. Unless otherwise stated, the terms defined here have the same meaning as in the GPC

1. Requirements, service provision

(1) All deliveries and services shall have the properties specified in the order or in the contract or promised by the Contractor, in case of doubt properties customary in the trade. In addition, they must comply with the applicable safety regulations and all other relevant statutory provisions (in particular relevant ÖNORM standards and industry standards), taking into account the state of the art.

(2) The fulfilment includes the execution of the entire construction work including the restoration and the necessary construction documentation and management services. The required construction documentation shall in particular include all documents required under applicable waste legislation or suitable to demonstrate the proper handover, collection, recovery, treatment or disposal of waste, including without limitation weighing slips, delivery notes, takeover confirmations, consignment notes, EDM extracts and analysis and classification reports.

(3) The Contractor is obliged to commence work at the time specified by the Client. The provision of construction services must be carried out in coordination with the client.

2. Employees of the contractor

(1) The Contractor shall provide the required number of labourers.

(2) The labour force must have the necessary aptitude, sufficient knowledge of German and be equipped with suitable tools and the necessary equipment. Unsuitable or inadequately equipped workers will be rejected by the client. They must be replaced by suitable labour immediately upon request. The same applies to equipment, tools and means of transport.

(3) The Contractor undertakes to comply with the statutory regulations on the employment of foreign labour and shall fully indemnify and hold the Client harmless against third parties in this respect.

(4) The Contractor must also ensure that the provisions of the International Labour Organisation (ILO) regarding the rights of employees and their working conditions (minimum standards) are complied with in connection with the provision of the contractual services. These minimum standards include, among other things, the prohibition of child and forced labour, the guarantee of appropriate remuneration measured against the minimum standard of living in the respective country and the implementation of employee protection measures.

3. Change in performance

(1) The Client shall be entitled to adapt the type and scope of the agreed services or the circumstances of service provision in accordance with the project requirements. If the planned change to a service or the circumstances of the service provision affects the contractually agreed price or if additional services are planned, the claim for a price change must be asserted immediately in writing before the service is performed by the Contractor and the Contractor must submit an additional offer to the Client with the new prices based on the price bases and the price basis of the contract.

(2) If services are invoiced according to unit prices and the quantities to be invoiced deviate from the estimated quantities, the client may demand the agreement of lower unit prices if the deviation exceeds either the total price by 10% or the price of a service group by 20%.

4. Provision of services without an order

Services performed by the Contractor without an order shall only be remunerated

if they are subsequently recognised by the Client. If this is not the case, these services must be rectified by the Contractor at the Client's request within a reasonable period of time, otherwise the Client may have them rectified at the Contractor's expense.

5. Directorial services

The rights and obligations in question also apply to those cases in which construction services or auxiliary services are provided under contract.

6. Performance confirmations

(1) Deliveries must be made with a delivery note/performance note, which must contain the customer, the item number, the order number, the material number, if stated on the order, the exact material designation and the exact quantity.

(2) Labour time services or assembly work also require a confirmed time sheet countersigned by the client. Each delivery note/time sheet may only contain items from the corresponding order. If delivery note forms have already been enclosed with the order, the Contractor is obliged to use these forms, unless otherwise agreed. Deliveries/services shall only be deemed to be in conformity with the contract if all necessary documents are enclosed, otherwise the Customer shall be entitled to either return or store the delivered item at the Contractor's expense and risk.

(3) Determination of dimensions must always be carried out in consultation with the client and is included in the prices.

7. Behaviour of contractors on the client's premises

(1) The Contractor is obliged to comply with the Client's environmentally relevant regulations as well as the applicable laws and standards in environmental law with regard to the services to be performed. The service is to be provided while conserving resources, in particular energy and water consumption. All packaging and other waste generated during the provision of the service must be taken away by the Contractor and disposed of at its own expense.

(2) The instructions of the client's contact person must be followed at all times. The start and end of the work must be reported to the client's contact person. If keys or company cards are handed out, the "General Terms and Conditions for the Provision of Keys and Company Cards" must be observed.

(3) In the event of unforeseen events, the client's contact person must be notified immediately.

(4) The respective house rules must be observed. In particular, smoking is not permitted in the corridors, garages, lift forecourts, in rooms with customer service and in other specially marked rooms.

(5) The respective fire safety regulations and the notices on behaviour in the event of fire as well as existing alarm regulations must be observed. In the case of fire-hazardous activities (fire and hot work such as welding, cutting, etc.), the approval certificate must be agreed with the client in advance. Furthermore, first aid material and fire extinguishers must be provided by the contractor in sufficient quantities. Other hazardous work must be reported to the client in accordance with § 8 ASchG ff and corresponding coordination and protective measures must be taken with the client.

(6) The German Road Traffic Regulations (StVO) and the speed limit of 10 km/h or walking pace apply on the company premises.

8. Requirements for construction services

8.1 Legal regulations/authorisations and official approvals

(1) If official authorisations, permits or approvals from third parties are required for the fulfilment of the order, the Contractor is generally obliged to obtain these. The only exceptions to this are those cases in which the authorisation/approval can only be obtained by the Client itself; in this case, the Contractor shall instruct the Client accordingly and support it in the process.

(2) The Contractor shall be responsible for ensuring that the statutory provisions and

official orders concerning it are complied with. In particular, the Contractor warrants that the statutory provisions applicable to it (and its vicarious agents/subcontractors) are complied with, in particular those of social law (ASVG, GSVG, Wage, Fraud and Social Dumping Prevention Act) and shall fully indemnify and hold the Client harmless in this respect.

(3) The Contractor must also comply with the provisions of the Foreign Nationals Employment Act.

(4) It must take the necessary precautions to prevent the illegal employment of foreign workers and has set up an effective monitoring system for this purpose.

The control system provides, among other things, that the contractor has all necessary documents and evidence, in particular proof of nationality (passport) and social security registration as well as confirmations from the competent social security institution regarding the proper payment of contributions before the start of work of the respective employee, and can present these in the event of a construction site inspection. The Contractor shall oblige subcontractors commissioned by it in the same way and check compliance with these regulations.

(5) In particular, the Contractor must ensure that it and any subcontractors commissioned by it (with the consent of the Client) only deploy employees from countries of the European Union or only those employees from non-EU countries who are in possession of a valid work permit. It must also ensure that representation by German-speaking foremen is available at all times.

(6) The Contractor is obliged to ensure that all employees deployed by it or its subcontractors on the construction site always carry social insurance certificates and work permits with them.

(7) If there is no valid work permit or if an existing work permit expires due to a time limit, the employees concerned must be removed from the construction site immediately and replaced by other workers. In order to prevent illegal employment and to comply with the prohibition of labour leasing in the construction industry (§ 1 b

AÜG), the Contractor is prohibited from employing temporary workers and deploying them on the construction site.

(8) The Client may verify compliance with the provisions of the Act Governing the Employment of Foreign Nationals at any time - also through third parties (i.e. auditors, lawyers, other service providers). The costs shall be borne by the Contractor if violations are found.

(9) For the purpose of the inspection pursuant to para (8), the Contractor shall keep available at the place of work all documents that enable the verification of the work authorisation of employees (irrespective of whether they are employees of the Contractor or its subcontractor) and shall grant the Client or a third party commissioned by the Client for this purpose access to these documents

(10) In the event of non-compliance with the aforementioned obligations, the Contractor shall be liable for all damages and administrative penalties incurred by the Client or its bodies or responsible agents in this connection. Furthermore, the Client shall be entitled to terminate the contract with immediate effect.

(11) Notwithstanding these rights, the client shall also be entitled to demand a contractual penalty of EUR 1,000 for each individual case (individual employee concerned) in the event of a breach of the obligation to maintain social insurance certificates, the deployment of foreign employees without a work permit or other breaches of the Foreign Nationals Employment Act or trade law regulations.

(12) The Contractor shall pass on these obligations to its subcontractors in full. It shall be obliged to provide the Client with evidence of the transfer of obligations upon request.

(13) The Contractor warrants that it has all authorisations and permits required to fulfil the contract under applicable law, e.g. trade licences, or that it will obtain these in good time. The Contractor shall bear any and all costs incurred with regard to all authorisations and permits and shall fully indemnify and hold the Client harmless against third parties.

8.2 Construction site coordination

The Contractor undertakes to support the Client in the area of this construction work in the implementation of the Construction Work Coordination Act (BauKG), in particular to take over the construction site coordination within the meaning of the Act.

8.3 Provision of materials/execution documents

(1) If material is provided by the Client for the fulfilment of the order, this shall remain the property of the Client - even in the event of processing and/or treatment - and shall be stored, managed and labelled separately free of charge, insofar as this is feasible. The Contractor is obliged to confirm the acceptance and the use of the material provided by the Client is only permitted for the intended fulfilment of the respective order.

(2) In the event of a delay in the provision of materials by the Client, the agreed delivery period for the Contractor shall be extended accordingly. Claims for compensation by the Contractor are excluded in this context, except in the case of gross negligence on the part of the Client.

(3) If the provision of materials by the client is intended, the use of materials other than those provided by the client is not permitted.

(4) The execution documents (plans, drawings, etc.) provided by the client are to be used exclusively for the specific fulfilment of the contract. If, in addition to the execution documents already provided, further documents are required for the fulfilment of the contract, the Contractor shall procure these at its own expense.

(5) All drawings, sample models, moulds and other aids handed over to the Contractor by the Client shall remain the material and intellectual property of the Client, even in the event of processing and/or machining. The documents handed over must be kept secret by the Contractor.

8.4 Duty to test and warn

(1) The Contractor shall immediately examine in detail all documents provided by

the Client as well as all instructions and information from the Client and shall immediately warn the Client in writing of any concerns identified on the basis of its expertise, . The same applies to any building materials, equipment and tools provided by the client.

(2) The Contractor shall submit proposals to remedy the concerns.

(3) However, the Contractor must fully comply with the instructions issued upon express request, unless statutory, building or safety regulations or other safety regulations conflict with this. In particular, the Contractor must therefore refuse to carry out any instructions issued by the Client that could endanger persons or property.

(4) All further implementation documents must subsequently be prepared by the contractor itself.

(5) The duty to check and warn also includes costs and deadlines. As soon as the Contractor recognises that there may be cost-relevant postponements or other additional costs, it must immediately warn the Client in writing and submit proposals for solutions to avoid the additional costs and/or deadlines.

(6) The Client accepts no liability for damage caused by the Contractor carrying out work contrary to the aforementioned provisions and the Contractor shall indemnify and hold the Client harmless.

(7) If the Contractor has justified concerns about the proper execution of the services of other contractors in connection with its work, it must inform the Client of this immediately in writing. If it fails to do so, it shall be liable for any defects in its services caused by the defective performance of the services of other contractors.

8.5 Construction site equipment

(1) The Contractor shall - insofar as this is necessary for the execution of the order accepted - provide storage and workplaces on the construction site, accommodation for its own labour force and access roads and sidings. Furthermore, it shall be responsible for the construction and demolition or dismantling of any water, gas and power connections that may be required or for the

shared use of existing water, gas and power connections or other auxiliary construction or operating equipment. Any consumption costs incurred shall in any case be borne by the contractor.

(2) The workplaces, storage facilities and access routes and the like used by the Contractor shall be restored to their previous condition after completion of the construction services.

8.6 Records

(1) The Contractor is obliged to keep daily construction reports. The daily construction reports must be verifiably submitted to the Client upon request at the earliest, but at least within 2 weeks. The Client shall also be entitled to make entries in the daily construction reports; the objection period against such entries in daily construction reports shall be 14 days from the date on which the site manager becomes aware of them. The entry or confirmation does not imply acceptance.

(2) Any incidents at the place of fulfilment that may have a significant impact on the performance of the service, as well as any findings that cannot be made or can no longer be made effectively at a later date, must also be recorded in writing - in line with the aforementioned duty to inspect and warn - and brought to the client's attention immediately.

8.7 Monitoring

(1) The Client shall be entitled to inspect the contractual performance of the service at the place of fulfilment at any time. The Contractor shall ensure that this is also possible with regard to any subcontractors.

(2) The Client has the right to issue instructions, in particular with regard to the execution of the construction work, the quality of the building materials and the progress of work on the construction sites.

8.8 Construction site safety

(1) To ensure traffic safety, the Contractor must comply with the relevant statutory provisions and official directives. In this context, the Contractor is obliged to take over the traffic control for the construction site. In this respect, the Contractor shall in

particular ensure proper labelling, fencing, protection, including any necessary walkable or drivable cover, as well as lighting of the entire construction site, including the building materials and equipment stored for this construction site. The Contractor shall provide not only the necessary materials and equipment, but also the necessary personnel.

(2) In the event of a breach of these obligations, the Client may take the necessary measures itself or have them taken by third parties at the expense of the Contractor. The Contractor shall be liable to the Client for all damages resulting from this breach of duty and shall indemnify and hold the Client harmless in this respect, including with regard to third-party claims.

(3) The contractor is obliged to display its name, address and the purpose of the excavation or construction work in a conspicuous and easily legible manner along the construction route until the work has been completed. In the case of a longer construction route, this must be done both at the beginning and at the end of the route.

(4) Furthermore, the Contractor shall erect a clearly visible construction site sign provided by the Client in the construction site area.

8.9 Measures taken by the Contractor to secure existing systems

(1) The Contractor must ensure that no damage is caused to buildings, other facilities and underground installations as a result of the work to be carried out. To this end, it must determine the depth and condition of the foundations and structures as well as the type and location of underground installations that may be jeopardised by the work before the work begins. This also applies to installations that are not uncovered in the course of the work to be carried out.

(2) If, during the construction work or after its completion, structures or underground installations could be jeopardised as a result of the excavations, the Contractor shall take all necessary safety measures (e.g. against subsidence). The Contractor must be authorised under trade law to determine the necessity of such safety measures and to

carry them out, or must make use of persons authorised under trade law for this purpose.

(3) The Client must be informed immediately of the possible danger and the intended safety measures.

(4) The Contractor shall indemnify and hold the Client harmless against any claims for damages by third parties in the event of damage to fixtures.

8.10 Underground installations, keeping traffic areas clean

(1) The parts of underground installations in and above the road surface (covers of manhole and slide valve boxes, sewer inlets, hydrants, etc.) or other important facilities serving the general public (fire alarms, letterboxes, etc.) must remain accessible at all times. Care must be taken to keep traffic areas clean at all times. If traffic would be obstructed by the use of a large part of the traffic areas for the storage of excavated material, the area to be used for storage must be restricted by creating an appropriate boundary. Under certain circumstances, the excavated material must also be stored away from the trench or excavation pit.

(2) Above-ground channels for the drainage of daytime water (e.g. rivulets) must be kept in working order; if necessary, such channels must be covered lengthwise.

8.11 Landscape and water protection

When performing the service, the Contractor shall ensure that, in addition to complying with the statutory regulations and official requirements, no damage is caused to the landscape and bodies of water in the area of the place of fulfilment beyond that which is unavoidable for the provision of the construction service.

8.12 Use of roads and paths

If necessary, the Contractor shall come to an agreement with the respective road maintainer or owner regarding the use of roads and paths for construction transport and shall bear any additional costs for maintenance from its own resources. The Contractor shall indemnify and hold the

Client harmless against all claims in this respect and with regard to damage for which the Contractor is responsible and which is incurred by other road users.

8.13 Use of devices

The Contractor shall be obliged to provide all equipment required for the proper and timely provision of the agreed service in a suitable manner and in the appropriate number in a timely manner.

8.14 Storage, disposal and documentation of construction waste, excavation material and waste materials

(1) The Contractor shall collect, where required, separately store and maintain separate records of all materials and waste arising from the performance of the works, including in particular construction waste, excavation material and waste materials, in accordance with applicable waste legislation and segregated by material type or fraction. The Contractor shall ensure that such materials and waste are handed over exclusively to duly authorized collectors, treatment facilities, landfills or other legally permitted recipients and are directed to recovery, recycling or disposal in accordance with applicable law, including the Recycling Building Materials Ordinance, if applicable.

(2) The Contractor shall maintain complete, traceable and audit-ready documentation regarding the handling and destination of all waste arising in connection with the performance of the services and shall submit such documentation to the Client proactively, completely and without the need for request. Such documentation shall be submitted at least monthly in consolidated form and in any event upon partial acceptance, provisional acceptance and final acceptance of the services. The provision of the documentation required under Clause 8.14 constitutes an essential part of the contractual services.

(3) The documentation shall permit clear allocation to the relevant project, purchase order or WBS element and shall contain at least the following information:

(a) waste type, including waste code and description;

- (b) waste quantity, whereby estimates are permitted where exact weighing data is not available;
- (c) origin of the waste;
- (d) destination of the waste, including the recipient and, where applicable, the receiving facility;
- (e) date of handover or takeover.

(4) Suitable evidence may include, without limitation, construction waste records, weighing slips, delivery notes, takeover confirmations, consignment notes, EDM extracts and analysis or classification reports, provided that such documents individually or collectively contain the information specified in paragraph (3).

(5) Any waste materials arising during the construction work, such as cables, must be handed over to the Client or an authorised third party designated by the Client or, if requested by the Client, shall be properly and lawfully disposed of by the Contractor. In such cases the Contractor shall provide evidence of the proper handover or disposal in accordance with paragraphs (2) to (4).

(6) The Contractor shall retain all waste-related documentation for at least seven (7) years and shall grant the Client access to such documentation upon request.

9. Electromagnetic compatibility, safety requirements

(1) All applicable safety regulations and all other relevant European and national legal provisions (directives, laws, regulations), in particular relevant ÖVE, ÖVE/EN, ÖVE/ÖNORMEN, IEC, EN standards, national regulations and industry standards, taking into account the state of the art, must be complied with.

(2) Where required by law (e.g.: Austrian regulations for electrical engineering, Electrical Engineering Ordinance as amended) or in accordance with generally recognised standards, objects of performance must display an ÖVE test mark, CE conformity mark or an equivalent safety mark recognised by the EU.

(3) Notwithstanding the above, all EMC-relevant components must comply with the applicable EU directives and standards and their national implementations, e.g. EU Directives 2014/30/EU Electromagnetic Compatibility and 2014/35/EU Low Voltage

Directive and/or 2014/53/EU Radio Equipment Directive. This refers in particular to the following categories for transmission networks that use telecommunication lines in accordance with EN 50529-1 (as amended):

All hardware components and system devices must comply with the latest versions of the relevant harmonised standards in accordance with the EMC Directive (2014/30/EU), LVD Directive (2014/35/EU) and Radio Equipment Directive (2014/53/EU) as published in the Official Journal of the European Union.

- Telecommunication Network Equipment

Components must at least meet the requirements of EN300386 (as amended). A classification according to application areas "Telecommunication Centre" or "Other than Telecommunication Centres" (e.g. offices, customer locations, outdoor locations) must be specified.

- Multimedia equipment

Components must at least fulfil the requirements of EN55032 (idjgF) and EN55035 (idjgF), classification into category "Class A" or "Class B" must be indicated

- Radio equipment

Components must at least fulfil the requirements of EN301489-1 (idjgF) and the relevant part for the respective type of radio equipment (e.g. EN301489-17 for WLAN).

(4) The contractor must specify the standards and test methods used (limit values, evaluation criteria).

(5) If technical extensions or modifications to components already supplied (e.g. use of new cable adapters) have a negative impact on EMC Surge and safety properties, the client must be informed of this in writing.

(6) To verify the criteria, all relevant documents (EU Declaration of Conformity, test reports regarding health and safety protection, electromagnetic compatibility and the allocated radio spectrum, technical construction files and operating instructions with safety information in German) must be provided by the client within a period of 10 working days.

(7) If the above-mentioned deliveries and services do not bear any of the listed safety marks, or if there are doubts on the part of

the Client regarding the EU conformity of components, the Contractor shall be obliged to have these checked by a state-authorised testing institute in Austria or the country of origin, if this is a member of the Agreement on the European Economic Area (EEA), at its own expense in accordance with the relevant regulations. In this case, the Contractor is obliged to provide confirmation of the inspection. Foreign-language confirmations must be accompanied by a certified translation.

(8) The client reserves the right to impose stricter limits in order to maintain network and service quality.

(9) The Client assumes that the contractual services of the Contractor - insofar as these are deliveries, if possible over their entire life cycle - are environmentally friendly, i.e. comply with Austrian and European legislation applicable in Austria, such as in particular the Waste Electrical and Electronic Equipment Ordinance (WEEE and RoHS criteria) as amended, and other generally recognised standards and limit values. The Contractor shall notify the Client in writing of any obligation on the part of the Client to dispose of waste electrical and electronic equipment, currently in accordance with the Waste Electrical and Electronic Equipment Ordinance as amended, and the Contractor shall indemnify the Client for all expenses associated with such disposal.

(10) Packaging used must be licensed in accordance with the Packaging Ordinance 2014 (Federal Law Gazette II No. 184/2014) as amended. The contractor must make a legally binding declaration that it or an upstream manufacturer or distributor participates in an approved collection or recycling system within the meaning of the above ordinance (e.g. holding an ARA licence).

(11) Furthermore, the Contractor shall declare in a legally binding manner that for all batteries and accumulators delivered to the Client the advance disposal fee in accordance with the Batteries Ordinance (Federal Law Gazette II No. 159/2008) as amended has already been paid or that the Contractor itself or an upstream manufacturer or distributor will take back the batteries and accumulators to be disposed of free of charge from the Client for disposal.

(12) As a matter of principle, any waste arising from the provision of services by the Contractor shall be properly disposed of by the Contractor at its own expense and risk.

(13) The Contractor shall be obliged to inform the Client if the object of performance contains hazardous substances; this shall be done by means of the safety data sheets supplied. Depending on the nature or manufacturing process and technical feasibility, the Contractor is obliged in particular to fulfil the following requirements:

- Labelling and information obligation for all products with regard to their environmental aspects, such as disposal, recycling, ingredients, energy consumption, emissions and noise levels, in particular disclosure of the code number in accordance with ÖNORM S2100 or the European Waste Catalogue (EWC);
- Ease of repair
- Optimisation of the material or energy recyclability of products at the end of their useful life;
- resource-saving use of materials (especially packaging materials) and energy, such as the use of used or recycled materials instead of primary raw materials;
- Favouring non-hazardous or low-emission substances and avoiding the use of ozone-depleting substances;
- Simple disassembly of products and the addition of corresponding disassembly plans;
- Ensuring simple and cost-effective classification of products containing components classified as hazardous.

(14) At the request of the Client, the Contractor shall be obliged to prove the origin of the object of performance and to provide all documents and evidence required for this purpose.

(15) The manufacturer shall ensure that products are designed and manufactured in accordance with the essential protection and safety requirements, carry out a conformity assessment procedure or have one carried out, draw up the technical documentation, issue an EU declaration of conformity, affix the CE marking, ensure conformity in the

case of series production, mark the product with a type, batch or serial number, affix its (trade) name and contact address to the electrical equipment or radio equipment (or, if this is not possible, to the packaging or in the documents accompanying the electrical equipment or radio equipment) and attach the operating instructions and safety information to the electrical equipment or radio equipment in writing. (or, if this is not possible, on the packaging or in the documents enclosed with the electrical equipment or radio equipment) and encloses the operating instructions and safety information in German with the electrical equipment or radio equipment. Radio equipment must also be accompanied by information on the frequency band/frequency bands and the maximum transmission power as well as any restrictions on use and the full declaration of conformity or a simplified declaration of conformity in accordance with § 12 Para. 3 FMaG 2016 and must always be kept up to date. These operating instructions and information as well as all labelling must be clear, understandable and unambiguous.

10. Remuneration

(1) All services and ancillary services listed in the specifications or agreed in the contract documents shall be included in the unit prices, unless separate items are provided for them.

(2) The remuneration for deliveries and services also includes the costs for all ancillary services, such as dismantling and removal of the equipment after use, as well as the costs for the disposal of packaging, batteries and accumulators and the costs of issuing maintenance certificates. In particular, transport costs (e.g. freight charges, customs, insurance, commission), expenses of the Contractor's employees and any subcontractors (e.g. travel, accommodation costs, daily allowances, travel allowances, travelling time), as well as for the procurement of permits, construction site equipment, security and supervision, etc., as well as any fees or other charges and taxes shall be borne by the Contractor. The Contractor undertakes to provide the Client with the information required by tax regulations.

(3) For contracts for work and services, a fee for the work to be performed is agreed. The remuneration for work shall be understood as a fixed all-inclusive price. A change in prices - for whatever reason - is expressly excluded. Payment of the stated wages shall cover all services rendered by the Contractor within the scope of the order placed, including any travelling expenses, ancillary fees and accommodation costs.

(4) During execution, instalments may be claimed for services with partial invoices. The partial invoices must be based on precisely determined dimensions. They must relate to a specific performance period. The partial invoices must be accompanied by a summary of the services rendered during this performance period and the documents required for verification. To the extent waste covered by Clause 8.14 arose during the relevant performance period, the documents required for verification shall also include the waste documentation and evidence required pursuant to Clause 8.14.

(5) With the final invoice, the Contractor makes a binding declaration that it has asserted all claims arising from the construction contract.

(6) Claims of the Client against the Contractor may be offset against claims of the Contractor, even if the claims do not arise from the same contractual relationship. The expression of a reservation on the invoices is not permitted. Subsequent claims can no longer be recognised after the final invoice has been issued. Overpayments may be reclaimed within three years of the final invoice being recognised.

(7) If circumstances leading to the cancellation of the contract by the contractor are on the part of the client, only proven outlays and expenses for services not yet rendered shall be reimbursed, but not any lost advantage or profit.

11. Takeover/acceptance of the construction work

(1) Completion of the construction work must be reported in writing. The Client shall be free to subsequently accept the construction work on site in the presence of the Contractor and the other parties concerned by means of a provisional acceptance report, in which any defects

identified shall be recorded. If the work is free of defects, an acceptance report shall be drawn up. The warranty period shall commence on the date of acceptance.

(2) On the occasion of takeover/acceptance, the Contractor shall be obliged to hand over to the Client all documents provided to it, such as plans, models, sketches, calculations, materials, information of any kind as well as all waste-related documentation required under Clause 8.14, including without limitation construction waste records, weighing slips, delivery notes, takeover confirmations, consignment notes, EDM extracts and analysis and classification reports, and the construction documentation (daily construction reports). At the express instruction of the client, documents provided by the client must be destroyed - under the supervision of the client if requested.

12.Cover and liability reserve

(1) The client reserves the right to retain a minimum 5% non-interest-bearing retention for the duration of the warranty period from the date of delivery /performance (acceptance) in accordance with the contract. The retention shall be withheld from the final invoice amount (total price plus VAT).

(2) If partial invoices are issued, a cover deduction of 10% may be withheld from the respective partial invoice, unless it is replaced by a non-cash security. The cover retention is to be settled and released with the final or partial final invoice, unless it is offset against a liability retention.

(3) The liability waiver can be paid out early against the provision of collateral. The security must consist of the assumption of liability by credit institutions recognised within the EU (abstract bank guarantee that can be called at any time without further justification). These guarantees must be valid for at least 30 days beyond the end of the warranty period.

(4) If the security is not sufficient to fulfil the obligations, the Client shall have the right to offset the missing amount by deducting claims of the Contractor, even if these do not arise from the same contractual relationship.

13.Security in accordance with § 1170b ABGB

If the Contractor demands security in accordance with Section 1170b ABGB, the Client shall also be entitled to demand security equivalent in type and amount for the contractual service concurrently.

14.Guarantee

(1) In addition to the general warranty provisions in the GPC, the following shall apply: The warranty period for civil engineering services is at least 36 months and ends on 30 September following the expiry of these three years, unless a longer warranty period is stipulated for certain construction services (e.g. surfacing work). For building construction services, the warranty period for sealing work is 5 years.

15. Liability

In addition to the general liability provisions in the GPC, the following applies:

(1) The Contractor shall be liable to the Client for operational disruptions of any kind, for personal injury and damage to property, in particular for damage to buildings and all underground installations caused by the execution of the construction work. It shall only be released from this liability if it can prove that neither it nor one of its vicarious agents is at fault within the meaning of civil law.

(2) From the time the construction site is set up, the Contractor shall be liable, regardless of fault, for all building materials and equipment supplied by the Client and stored in the construction site area, as well as for all building materials already installed by the Client. In any case, the Contractor shall be liable to the aforementioned extent for all building materials and equipment taken over by it, irrespective of the construction site set-up.

(3) The Contractor shall be obliged to indemnify and hold the Client harmless in all respects for all claims for compensation of any kind whatsoever which are asserted against the Client by third parties in connection with the work carried out by the Contractor.

(4) If the Client has only awarded earthworks and surfacing work and has other work carried out in the excavations by its own labour force or by other contractors, the Contractor's liability for the earthworks and surfacing work shall not be affected by the other work.

(5) Should a claim be made against the client due to an alleged defect in the delivery item/service in accordance with the provisions of the Product Liability Act or other statutory provisions, the contractor shall fully indemnify and hold the client harmless - irrespective of fault or causality.

16. Force majeure

(1) The Contractor shall be liable in the event of force majeure in accordance with the statutory provisions.

(2) However, even in the event of force majeure or if work is suspended for whatever reason, the Contractor shall always be liable for the contractual quality of the services and the fulfilment of the building or safety regulations and other safety regulations.

(3) In the event of damage to or destruction of construction work, parts thereof or materials, components or other items intended for the construction work provided by the Contractor due to an unavoidable event, the Contractor shall only be entitled to compensation if it can prove that it has taken all necessary and reasonable measures to avert such events and their consequences.

17. Insurance

The Contractor shall take out appropriate business liability insurance to further cover its risks and provide proof of this (insurance policy, confirmation of insurance, proof of payment, etc.) at the request of the Client. Any changes to the insurance cover must be notified to the Client in writing without delay.

18. Subcontractors

(1) The Contractor is only authorised to commission subcontractors with the prior

written consent of the Client, whereby the Client does not have to justify a refusal. Authorised subcontractors may not pass on the commissioned services to any other subcontractor (ban on subcontractor chains). The subcontracting of the entire order is not permitted. The parts of the order that are passed on to a subcontractor must be disclosed in the offer. The Contractor is obliged to use only those subcontractors who have the necessary trade law authorisations, can provide appropriate references, are technically and economically capable and thus offer sufficient guarantee for technically flawless and timely fulfilment of the contract.

The terms and conditions agreed between the Client and the Contractor shall also form the basis of the respective subcontractor agreement, where applicable. The Client shall be liable for any breach thereof.

(2) The terms and conditions agreed between the Client and the Contractor shall also be incorporated into each subcontract to the extent applicable. This shall apply in particular to the obligations set out in Clause 8.14 regarding storage, disposal, documentation, submission of records and retention obligations. The Contractor shall ensure compliance by its subcontractors with such obligations and shall provide evidence thereof to the Client upon request. The Contractor shall remain fully responsible and liable for any breach of such obligations by its subcontractors.

(3) The Client reserves the right to withdraw the authorisation for an existing subcontractor if it considers the provision of services to be at risk. If the Contractor is unable to fulfil the contract in this case, the Contractor must immediately nominate another subcontractor for approval by the Client. Any additional costs arising from this shall be borne exclusively by the Contractor.

(4) The complete transfer of the order without the consent of the client shall entitle the client to terminate the contract immediately.

(5) If the Contractor employs a subcontractor without the Client's authorisation, payment of an immediately payable penalty of EUR 100,000 is agreed, without prejudice to further action by the Client.

19. Bidding and working groups

(1) Bidding consortia and joint ventures are generally only permitted if the client agrees to them. In this case, the bidders must enclose a binding declaration with their bid that they will form a joint venture when the contract is awarded, in which the individual members of the joint venture are jointly and severally liable for the contractual provision of all goods and services and for all other obligations arising from this contract. Furthermore, the bidders must state in this declaration which services will be provided by which bidder of the planned joint venture.

(2) By signing the contract or the order confirmation, the members of the consortium declare the formation of the consortium.

(3) The consortium shall appoint one or more authorised representatives in writing to represent it in all matters relating to the execution of the contract, with the effect that binding declarations for the consortium can only be made to the client by the latter and shall always be deemed to have been made for the entire consortium.

(4) All changes to the ARGE must be notified immediately in writing in advance. The client shall be free to approve these changes in writing or to terminate the contract with the ARGE immediately.

(5) If no representative authorised to execute a contract is named by the consortium, the contract may be executed by the client with any member of the consortium with effect for all members of the consortium.

SECTION A

EXPENSE POLICY AND PRINCIPLES FOR THE CALCULATION OF PERSON DAYS

(1) General information

a) The Contractor shall provide the Client's SPOC (Single Point of Contact) with a rough overview of the expected expenses/incidental costs that are likely to be incurred up to the completion of a specific project as part of the tendering process.

b) In any case, however, the Client shall only reimburse such expenses/ancillary costs and expenditure of the Contractor that are

- were demonstrably incurred in the course of providing the service,
- are based on the actual costs and expenses incurred by the contractor and
- are also justified in terms of the AEB.

c) Unless otherwise agreed, travelling time shall not be considered as time of service provision.

d) Changes of a personnel or structural nature at the Contractor (e.g. with regard to the seniority of an employee) during the provision of services do not entitle the Contractor to automatic adjustments of applicable man-day rates.

e) A person day consists of at least 8 hours per calendar day. Any hours in excess of this cannot be charged by the contractor. If the Client does not require a full person-day from the Contractor, the contracting parties shall agree this in advance. In this case, the Contractor shall be entitled to charge for the hours actually worked, but in no case more than 8 hours.

f) The provision of services on Saturdays, Sundays or public holidays shall not entitle the Contractor to charge additional costs. This also applies to the provision of services during the night.

g) Unless otherwise agreed, preparatory activities are not regarded by the contracting parties as part of the provision of services and are therefore included in the agreed scope of services at no additional cost.

h) The Contractor shall charge any costs and expenses for travelling, accommodation, research activities and administrative activities (which in any case includes the graphic presentation of work results) as actually incurred, but limited to 10% of the order amount of the relevant order. In the event that research activities or administrative activities represent a focal point of the service provision (e.g. benchmarking), regulations adapted to the specific individual case can also be agreed.

i) The contracting parties agree that travel expenses, in particular tickets for necessary flights, shall be purchased in a

particularly cost-saving manner, but may under no circumstances exceed the cost of an "economy class ticket". At the request of the Client, the Contractor shall demonstrate compliance with this Expense Policy for travel, in particular by submitting invoices for flight tickets, taxi transport, tickets for public transport, etc.

j) With regard to accommodation costs, the Client reserves the right to book adequate hotels for the Contractor's employees or representatives. In any case, however, the Contractor shall select accommodation for its employees or representatives according to cost-saving and efficient criteria.

k) When organising meetings, the Contractor shall always adjust the number of people attending, in particular its employees or representatives, so as to avoid unnecessary travel costs. The Client reserves the right to refuse to pay costs if an unjustified number of the Contractor's employees or representatives attend a meeting or if corresponding travel costs are incurred as a result.

l) Furthermore, the client reserves the right to verify compliance with these cost rules, in particular by requesting the surrender of original invoices.

(2) Travel categories

a) Air travel: All air travel by the Contractor requires the prior written consent of the Client's SPOC.

b) Rail travel: The Contractor shall use rail travel as the standard means of transport.

c) Car journeys: All car journeys require the prior written consent of the client's SPOC.

(3) Accommodation

Only standard business class rooms shall be considered for overnight stays in the context of necessary travel. Overnight stays in luxury hotels, luxury rooms or suites will not be reimbursed by the client under any circumstances.

(4) Expenditure

Reimbursable expenses:

- Travel expenses (flight, train, underground, taxi, etc.)

- Car hire costs, if required for a project
- Parking fees for any hire car
- Accommodation costs

Any change to the above list of reimbursable expenses must be agreed in writing by the contracting parties in advance.

Expenses not eligible for compensation are in particular

- any traffic fines (e.g. parking fines, speeding fines, etc.)
- Upgrades of any means of travel, provided that the costs for Economy Class are exceeded
- the purchase of technical equipment such as notebooks, smartphones, data cards, etc., unless this has been agreed in advance with the client
- other costs such as clothing costs, hotel TV, other pay TV, fitness or wellness costs, etc. and
- any costs for a specific representative or employee of the contractor if they were unable to work on a project due to illness or holiday.