

GENERAL TERMS AND CONDITIONS FOR PLANT CONSTRUCTION (SERVICE CONTRACT, B2B) OF WAGNER GROUP GMBH AND AFFILIATES

§ 1 Scope

1. These terms and conditions apply as a recognised part of the contract from the time the order was placed by the principal (hereafter P). All deliveries, services and offers are exclusively based on these terms and conditions.

2. Any terms in contradiction to these terms and conditions or deviating from the P's terms and conditions will only be recognised by the contractor (hereafter C) if he expressly agrees to the validity in text form.

3. These terms and condition also apply to all future business transactions with the P in the sector of service contracts. They are considered accepted upon acceptance of the service at the latest.

§ 2 Details of the contract and conclusion of the contract

1. The extent of the service owed is defined by the written contract concluded with the P. The C can accept a contract by the P within two weeks.

2. The services are provided in compliance with the rules of technology and the relevant current technical standards.

3. The C reserves the right to make technical changes in the process of executing the order, insofar as they are the result of progress in technical development or, on a case-by-case basis, are pertinent in the interest of the plant's performance, and if the changes are acceptable to the contractual partner under consideration of his interests and if the service is of at least equal quality.

4. In the event of a transmission via the public telephone network or any other transfer media, the C shall provide the same availability and security for establishing and availability of the connection and the transmission of messages that is inherent to this transmission service.

§ 3 Documents made available, copyright

1. All documents made available to the P in connection with the offer, such as e.g. calculations, drawings, planning documents etc. remain the C's property until conclusion of the contract, besides, the copyright remains with the C. The documents must not be made accessible to third parties unless the C gives express permission to the P in text form. If the contract is not concluded, the documents must be returned to the C immediately.

2. The software provided by the C is protected by copyright. The P does not have the right to install the software himself. This is solely the C's responsibility. Upon receipt of the software, he undertakes to neither copy the software nor have the software copied and not to make the software or any copies thereof available to third parties without the C's agreement. The P does not have the right to make changes or interventions to the software or to allow third parties to make changes or interventions to the software, not even to fix potential programme errors. In the event of a contravention, the P is obliged to pay compensation.

§ 4 Prices, payment terms

1. The prices stipulated by the C are quoted excluding value-added-tax unless value-added-tax was listed expressly. The performance period rather than the time of contract conclusion determines any adjustments regarding changes in statutory value-added-tax.

2. If a price agreement binding for the C was made, the C can nevertheless correct the prices, if the C's services were provided more than four months after conclusion of the contract, if the delivery or service was subsequently directly or indirectly affected or if the price was increased due to newly added public duties, additional fees, freights and their increase or other statutory measures or a change in cost factors such as salary and material costs that are the basis of the C's prices, and if the increase in price corresponds to these increases in price.

3. Unless otherwise agreed in this contract, the C's invoices are due for payment within 8 calendar days from the invoice date. Payments must be made to the C only, not to any representatives. The date the money is received on the C or credited to his account shall be the date of payment. By way of derogation from paragraph § 1416 ABGB (Austrian Civil Code), payments by the P are allocated to the oldest demand first.

4. Fees charged by network operators, the police, fire brigade or third parties in connection with the agreed delivery and service shall be borne by the P. In the event of claims due to defects, these fees shall not be borne by the C, if the fees resulted in any manner that is beyond the C's control.

§ 5 Performance, duration of the performance of the service, transfer of risks

1. In the absence of an agreed performance period, performance starts within 3 months. If a deposit has been agreed, the period shall be suspended until the C has received the deposit. In the event there are details regarding the performance that need to be clarified by the P and have not been fully determined upon conclusion of the contract, the period shall be suspended until these details have been clarified. In the event of subsequent requests for changes / additions by the P, the performance period shall be extended accordingly. If

the delivery of the originally ordered material becomes impossible, the C has the right to deliver a different material of the same quality.

2. If the performance or service period is extended, or if the C is released from the obligation regarding the performance or service, the P cannot derive any claims for damages from this. The C is only entitled to invoke the specified circumstances if he notifies the P immediately. The P's right to withdraw once an appropriate period specified by him has expired without result remains unaffected.

3. The C is entitled to process orders by means of partial performance, to the extent this is acceptable for the P. These can be settled separately.

4. The risk is transferred to the P upon commissioning of the work by the P, at the latest, however, upon acceptance of the work. If the P does not request acceptance, the performance is considered accepted upon commissioning of the plant. The above-mentioned provisions also apply to partial acceptance. Acceptance shall not be refused or delayed due to minor defects.

5. In the event acceptance is delayed due to reasons that are the P's responsibility (creditor's default), the risk of loss shall be transferred to the P for the period of the delay.

6. The C is entitled to use subcontractors for the provision of the service at any point in time, he does, however, remain responsible for fulfilment of the services in accordance with the contract. He must ensure that the subcontractors are qualified companies, and that the P shall not suffer any disadvantages as a result.

7. In the event non-compliance with agreed deadlines is the result of force majeure (e.g. natural disasters, acts of violence, attacks, strike) or of circumstances beyond the C's control, the C is entitled to interrupt or suspend his service for the period of the disruption without falling behind. In any event, the service obligations shall be extended accordingly by the period caused by the disruption or interruption plus an appropriate start-up period for the C.

§ 6 Installation and maintenance of plants, remuneration details

1. The provisions on contracts for work and services of the Austrian Civil Code (ABGB) shall apply for the performance of work and installation services unless other provisions were agreed in the contract or in these General Terms and Conditions.

2. The P must provide necessary information concerning the position of hidden power cables, gas and water pipes and similar equipment as well as the necessary static information, five working days prior to the start of the installation work, without being asked to do so. In case of any damage resulting from incomplete or incorrect information supplied by the P, the P shall hold the C harmless from any liability.

3. The P undertakes to provide a daily or weekly certification to the C and his assembly personnel for any work performed, in accordance with the C's wishes. He shall also confirm completion of the installation or assembly on media provided by the C.

4. Unhindered access to the plant must be given without delay for the purpose of carrying out maintenance work and any related activities. Assignments that need to be repeated or where performance is prolonged over time for this reason, shall be charged separately to the P.

5. The P must bear the costs for and provide in a timely manner:

5.1 Support teams such as labourers and, if necessary, bricklayers, carpenters, locksmiths, crane drivers, other skilled workers and the tools required by them, in the required quantity, all earthworks, foundation works, chiselling works, scaffolding works, plaster works, paint works and all other not-industry-related ancillary works, including the required building materials, operational supply and water, including the required connections all the way to the place of use, heating and general lighting at the location of installation for storing the machine components, equipment, materials, tools etc. sufficiently large, suitable, dry and lockable premises and appropriate work and recreation rooms for the installation personnel, including respective sanitary equipment. Furthermore, the P must take appropriate measures at the building site to protect the C and the property of the C's assembly personnel, as he would do for the protection of his own property.

5.2 Protective clothing and protective devices that are required due to special circumstances at the assembly site and that are not customary in the industry.

5.3 The costs for appropriate disposal, within environmental constraints, of built-in parts and components that need to be removed or replaced.

6. If the C accepted assembly or installation on the basis of individual invoices, the below provisions shall be considered agreed in addition to the provisions under 5:

6.1 The P shall compensate the C the rates agreed upon placing the order for working hours and surcharges for additional work, night-time work, work on Sundays and public holidays, for work under complicated circumstances, such as for planning, monitoring and documentation. The same applies accordingly regarding the use of material, including waste and for installation and connection of the equipment.

6.2 Preparation, travel and running times as well as feedback are considered working hours whereby the actual expenditure is calculated for journeys to and from the location, including, in particular, salary and vehicle expenses.

7. In addition, the following costs shall be reimbursed separately:

7.1 Travel costs, costs for transporting tools and personal luggage, for freight and packaging, for the delivery of all the materials and equipment, for technical documents ordered: daily allowances and additional allowances for working hours and weekends and public holidays that are customary for the C.

7.2 Repeated inspections and works may be required to diagnose and rectify any (occasionally occurring) errors. The P shall bear the costs in this respect, even in the event of repeated performance by the C.

§ 7 Remote service, IT safety, changes

1. Unless otherwise agreed in the contract, the C is entitled to access the contractual plants via remote access by means of an appropriate connection and to carry out all service measures that can be carried out via remote access.

2. If the C carries out measures in the above-mentioned sense, these shall be carried out in accordance with the system-relevant standards (e.g. TRVB 123, 155 or ÖNORM F3070, F3073)

3. The C shall document his activities in an appropriate manner (e.g. proof of working hours) and shall provide his activity report to the P immediately after completion of the respective remote access in text form. If the P does not disagree within five working days from delivery, the works shall be considered accepted. The disagreement must also be made in text form.

4. Every remote access takes place via a transmission process that is qualified in accordance with the type of equipment. In the event of any changes to the GMA, access shall be made after separate release by the P. Further details of access authorisation, the type of access and the transmission process shall be determined in the contract by P and C under consideration of the state of the art of technology.

5. Access must be protected in such a way that it corresponds to the current safety criteria. The transmission must take place via an appropriate connection. The P is responsible for the accessibility of the equipment via a suitable connection.

6. Test and auxiliary programmes are stored at the P to the required extent only and deleted after completion of these works unless they are necessary for the functionality of the maintained plant or for the performance of this service contract. In that case, the P shall be notified about the additionally installed programmes. The same applies in the event changes are made to other applications or operating systems.

7. In the event faulty operating equipment is switched off and/or the performance of a remote service resulting in intermittent disruption of performance of an alarm system or individual parts of the plant, the same provisions shall apply as for a service "on site". The C

must, in particular, notify the P's contact person of the measure and its consequences prior to switching off/start of the disruption of performance.

8. Thereafter the P shall be responsible for ensuring detection and notification of any hazards for the period the equipment is switched off or for the period of disruption of performance, by means of alternative, equally effective means (compensatory measures).

9. P and C shall each comply with the provisions for IT safety applicable to them. They undertake to immediately notify the respective other contractual partner of any detected safety gaps and/or malware and attacks on the contractual plant and the associated software and to take measures together.

10. The C does not accept any liability for the P's in-house IT safety or for any damages and disadvantages resulting from a violation of IT safety caused by omissions by the P. This includes, in particular, failure by the P to operate and to keep his data-processing equipment and networks, in particular those connected with the internet, at a safety standard in line with the current state-of-the-art of technology.

11. The accepting authority that makes decisions concerning further procedures (e.g. TRVB 123 point 5.5.1) must be notified in writing of any expansion or change as well as relocation of fire protection equipment. Unless otherwise agreed in the service contract, the P as operator shall be responsible for the notification. If an inspection is necessary, the costs shall be borne by the P. The C's participation in such inspections shall be reimbursed separately.

§ 8 Termination, withdrawal by the P

1. If the P terminates the contract or withdraws from it (cancellation) without having been given a reason to do so by the C, or if this happens for reasons that are the P's responsibility, the C is entitled to invoice the services performed until termination or withdrawal at the agreed contractual prices and in addition he can charge a flat fee of 15% of the agreed remuneration for the part of the service not yet provided, as compensation for loss of profit.

2. The P reserves the right to prove that costs and profit have not been incurred or lost or have not been incurred or lost in that amount. Thereafter, calculation is carried out in accordance with the proven costs / loss only.

§ 9 Retention of title

1. Delivered goods remain the C's property until full payment under this contract. This applies, in particular, if the items provided do not become a significant part of the building or the plot upon insertion.

2. If the items provided have become significant parts of the P's

building or plot, the P undertakes to allow the C to disassemble the parts that can be removed without significant damage to the building in the event of non-compliance with the agreed payment terms and without the existence of own rights to withhold performance, and to transfer ownership of these items back to him.

3. The disassembly and other costs shall be borne by the P.

4. If the items provided by the C are connected or processed with a plot or with another item as significant components, the P shall, if the connection or processing result in claims or joint ownership, assign those claims or his joint ownership to the new item to the C already at this stage to the amount of the claim. The C accepts the assignment already at this stage.

5. If the value of the securities exceeds the C's claim by more than 10%, the C shall, at the P's request, release securities at his discretion.

§ 10 Claims and rights in connection with defects

1. The P's warranty rights with regards to obvious defects and claim for damages due to the defect and the error concerning freedom from defects are excluded if he does not make a complaint about them in text form within 14 days of acceptance of the contractual work.

2. In the event of a violation of the inspection and complaint obligation, the delivery or performance is considered agreed with regards to the relevant defect.

3. Claims for defects by the P for construction services lapse after 3 years. Further claims for defects for work services, electric/electronic or machine equipment lapse after 12 months from acceptance of the contractual work. In the event of used items, the warranty shall be excluded. Hereby, the P retains the right to make claims for damages in the event of intent and gross negligence as well as in the event of injury to life, limb, or health, based on intentional or negligent breaches of duty by the C. Here, the statutory periods of limitation shall apply.

4. If the work does not have the agreed quality, despite utmost care, the C has a choice if he wants to remedy the defect or deliver goods free from defects. The P's right in accordance with § 932 ABGB remains unaffected. The remuneration regarding the planning phase remains unaffected, unless the defect is based on a breach of duty already committed by the C in this phase.

5. If, after a notice of defect, it becomes clear that the reported defect was not a defect covered by the contractual or statutory warranty, the P shall bear the C's costs for the inspection of the notice of defect (in particular travel to and from the location, hourly wage, material, etc.).

6. The P must, at his reasonable discretion, grant the necessary time

and opportunity to remedy the defect.

7. The liability for defects does not relate to natural wear and tear, and not to damages resulting from lack of handling or negligent handling, lack of maintenance, excessive use, adverse weather conditions, force majeure, unsuitable operating equipment, defective construction works, unsuitable building site and chemical, physical, electromagnetic or electric influences (e.g. overvoltage) that are not provided in the contract.

8. The P must notify the C of any changes of use intended by the P and coordinate those with him. If the P fails to notify the C and to coordinate with him, he loses all claims based on liability for defects in this respect.

9. In the event of maintenance works, repair attempts or technical changes made to the contractual object by the P or any third parties, the P has to prove that the material defect is the C's responsibility. The same applies, if the contractual object is handled improperly, is not maintained or insufficiently maintained or used in contradiction to the contractual agreements by the P.

10. The C does not accept any liability for defects (e.g. existing wiring, telecommunications or electrical connections and the company's own or public communication networks for products/services) provided by the P.

§ 11 Software warranty

1. The C points out that completely faultless creation of software, in particular, complex software systems, is not possible or not possible with reasonable expenditure, according to state-of-the-art technology. The object of this warranty is a programme that is suitable for regular use or use in accordance with the contract according to the programme description. The C's obligation to bear the expenses required for the purpose of supplementary performance remain unaffected.

2. The C ensures that the programme carrier does not have any material or production defects upon transfer to the P.

3. Attention should be paid to the fact that software is constantly subject to improvement efforts during use and that therefore updates may have to be carried out. This does not constitute a defect; it is a quality inherent in the software.

4. For the above-mentioned reasons, no warranty can be accepted for the accuracy of the programmes outside the service owed. The C does, in particular, not accept any liability that the programme functions meet the P's requirements or cooperate in the selection made by the P. The P is also responsible for the use and all the intended results. die damit beabsichtigten Ergebnisse trägt der AG.

5. If programmes are used for customer-owned hardware, the

warranty for defects extends to the delivered software only and not to its interaction with the hardware and software provided by the P.

deviating agreements require written confirmation by the parties in order to be valid. This also applies to any changes of this clause.

§ 12 Liability

1. The C is liable for any damages to the amount of the simple service value. For damages resulting from injury to life, limb or health resulting from an intentional or grossly negligent breach of duty on his part or an intentional or grossly negligent breach of duty by one of his vicarious agents, to the statutory extent.

2. The C is also liable for damages caused by slight negligence, if this negligence affects the breach of such contractual duties, where compliance is of utmost importance to attain the contractual purpose (principal contractual obligation), also to the amount of the simple contract value. The obligation regarding timely execution of the contractual object, free from significant defects, as well as the obligations to provide advice and protection and the obligation duties intended to allow the P contractual use of the contractual object or the protection of life and limb of the P's personnel and protection to the P's property against significant damage are of utmost importance. The C is, however, only liable to the extent the damage is connected with the contract in a typical fashion and foreseeable. In the event of slightly negligent breaches of secondary obligations that are not significant to the contract, the C shall not be liable. The limitations of liability contained in sentences 1 to 3 shall also apply where liability for statutory representatives, management and other vicarious agents is affected.

3. Further claims for damages and reimbursement of expenses of the P are excluded, in particular, claims for reimbursement in the event of consequential damages, unless they were caused by the C or his employees or his vicarious agents intentionally or grossly negligently.

§ 13 Date protection

1. This contract and all the legal relationships of the parties are subject to Austrian law to the exclusion of UN Sales Convention and the provisions of Austrian International Private Law.

2. Place of fulfilment for payments by the P shall be the C's seat.

3. With regards to all disputes resulting from the contractual agreement, provided the P is an entrepreneur or a legal entity under public law or a special fund under public law, an action must be brought before the court responsible for the C's registered office.

4. Verbal agreements prior to and upon conclusion of the contract as well as subsequent changes, side agreements, assurances and