



## **General Terms and Conditions**

### **1. General Terms and Conditions / Scope**

- 1.1. All legal transactions between the customer and biolution shall be subject to these General Terms and Conditions exclusively. The version valid at the time the Contract is concluded shall be applicable.
- 1.2. These General Terms and Conditions shall also apply to any future contractual relationships even if these General Terms and Conditions are not expressly referred to in collateral contracts. Any conflicting General Terms and Conditions on the part of the customer shall be invalid unless they have been explicitly accepted in writing by biolution.
- 1.3. If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

### **2. Scope of Consulting Assignments / Representation**

- 2.1. The scope of each particular consulting assignment shall be individually agreed by contract.
- 2.2. biolution shall be entitled to subcontract, in whole or in part, the services for which it is responsible to third parties. Payment of said third parties shall be effected exclusively by biolution. No contractual relationship of any kind shall exist between the customer and said third party.
- 2.3. During the validity of this Contract and for a period of three years after termination thereof, the customer shall agree not to enter into any kind of business transactions with persons or organisations biolution employs to perform its contractual duties. In particular, the customer shall not employ said persons or organisations to render consulting services the same or similar to those offered by biolution.



### 3. Customer's Obligation to Provide Information / Declaration of Completeness

- 3.1. The customer shall ensure that during the performance of the consulting assignment, organisational conditions in the customer's place of business allow the consulting process to proceed in a timely and undisturbed manner.
- 3.2. The customer shall, in a timely manner and without special request on the part of biolution, provide biolution with all documents necessary to fulfil and perform the consulting assignment and shall inform biolution of all activities and conditions pertinent to the performance of the consulting assignment. This includes all documents, activities and conditions that become known or available during the performance of the consulting assignment.
- 3.3. The customer shall ensure that all employees as well as any employee representation (works council) provided by law, if established, are informed of biolution consulting activities prior to the commencement of the assignment.

### 4. Maintenance of Independence

- 4.1. The contracting parties shall be committed to mutual loyalty.
- 4.2. The contracting parties shall be obligated to take all necessary measures to ensure that the independence of all persons working for biolution and/or of any third parties employed by biolution is not jeopardized. This applies particularly to any employment offers made by the customer or the acceptance of assignments on their own account.

### 5. Reporting / Obligation to Report

- 5.1. biolution shall be obligated to report to the customer on the progress of services performed by persons working for biolution and/or any third parties employed by biolution.
- 5.2. biolution shall not be bound by directives while performing the agreed service and shall be free to act at biolution's discretion and under biolution's own responsibility. The Biolution shall not be required to work in a particular place or to keep particular working hours.



## 6. Protection of Intellectual Property

- 6.1. biolution shall retain all copyrights to any work done by biolution and/or by persons working for biolution and/or by third parties employed by biolution (including but not limited to tenders, reports, analyses, expert opinions, organization charts, programmes, performance descriptions, drafts, calculations, drawings, data media, etc.). During the contract period and after termination thereof, the customer may use these materials exclusively for the purposes described under the Contract. Therefore, the customer shall not be entitled to copy or distribute these materials without the explicit consent of biolution.
- 6.2. Any violation of this provision by the customer shall entitle biolution to prematurely terminate the Contract and to enforce other legal claims, in particular for restraint and/or damages.

## 7. Warranties

- 7.1. biolution shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in biolution's work which have become known subsequently. biolution shall immediately inform the customer thereof.
- 7.2. This obligation ends with the submission of the EU-proposal.

## 8. Liability / Damages

- 8.1. biolution shall be liable to the customer for damages - with the exception of personal injury - only to the extent that these are the result of serious fault (intention or gross negligence). Correspondingly, this also applies to damages resulting from third parties employed by biolution.
- 8.2. Any claim for damages on the part of the customer may only be enforced by law within six months after those entitled to assert a claim have gained knowledge of the damage and the liable party, but not later than three years after the incident upon which the claim is based.
- 8.3. The customer shall furnish evidence of biolution's fault.
- 8.4. If biolution performs the required services with the help of third parties, any warranty claims and claims for damages which arise against the third party shall be passed on to the customer. In this case, the customer shall primarily refer to the third party.



## 9. Invoicing and Payment

- 9.1. The customer agrees explicitly to accept invoices transmitted electronically by biolution.
- 9.2. Travel expenses and incidentals will be charged separately.

## 10. Duration of the Agreement

- 10.1. This Contract terminates with the final submission of the proposal.
- 10.2. Apart from this, this Contract may be terminated for good cause by either party at any time without notice. Grounds for premature termination include the following:
  - 10.3. one party breaches major provisions of the Contract
  - 10.4. one party opens insolvency proceedings or the petition for bankruptcy is denied because of insufficient assets to cover expenses.

## 11. Final Provisions

- 11.1. The contracting parties declare that all information contained herein is accurate and made in good conscience. They shall be mutually obligated to immediately inform the other party of any changes.
- 11.2. Modifications of and amendments to this Contract or these General Terms and Conditions shall be made in writing. This shall also apply to a waiver of this requirement of written form.
- 11.3. This Contract is governed by the substantive law of the Republic of Austria excluding the conflict-of-law rules of international private law. Place of fulfilment is the registered business establishment of biolution. Jurisdiction in all disputes is the court in Vienna.