

## General Terms and Conditions of CCE Consulting GmbH (Version 04.12.2023)

### A. Scope of applicability

- (1) The following General Terms and Conditions (GTC), together with the provisions contained separately in the order placed, apply to all legal transactions with our contractual partners, unless otherwise agreed in special terms and conditions. The version valid at the time the contract is concluded shall apply.
- (2) Insofar as legal transactions are concluded with consumers within the meaning of the Austrian Consumer Protection Law (KSchG), the mandatory provisions of this law shall take precedence over the following General Terms and Conditions.
- (3) These General Terms and Conditions shall also apply to all further orders and order extensions, even if no express reference is made to them in individual cases.
- (4) Deviating, conflicting or supplementary general terms and conditions shall not become part of the contract, even if known, unless their validity is expressly agreed to in writing.
- (5) The following General Terms and Conditions (GTC) also apply to CCE Holding GmbH and its affiliated companies, unless they have defined their own General Terms and Conditions (GTC).

### B. Object and scope of the contract

- (1) The agreed service (activity) is the subject matter of the contract. The subject matter of the order shall be realised by qualified employees in accordance with the principles of proper professional practice. In consultation with the client, we select the employees who will work on the subject matter of the order.
- (2) We are authorised to use external expert consultants or institutions as employees for the execution of orders.
- (3) Tasks, procedures, provisions on documents to be supplied and other provisions are defined in written agreements between the parties.
- (4) Changes and additions to the subject matter of the order are only valid in writing.
- (5) Offers are valid for 2 weeks unless otherwise agreed.

### C. Contract obligations

- (1) We undertake to treat information about the business and trade secrets of our contractual partners as strictly confidential. A

corresponding declaration of commitment can be signed on request by the employees involved in order processing.

- (2) All documents, in particular expertise and reports, as well as the results of our work will only be passed on to third parties if the client expressly agrees to this.
- (3) Within the scope of order processing, we are authorised to process personal data for the purpose of order processing or to have it processed by third parties.
- (4) The client undertakes to co-operate with us in the implementation of the order. If essential realisations in the operational sphere are necessary for this obligation, such as the provision of workplaces including the necessary infrastructure (e.g. Internet access, telephone) and, if necessary, the disclosure of contact persons including their contact details, the client is obliged to carry these out.
- (5) The client must also appoint a contact person who can be reached during the agreed working hours. This contact person must be authorised to make legally valid declarations (interim decisions) necessary for order processing. In addition, the contact person must inform us in time of all circumstances and processes relevant to order processing and ensure access to all necessary information. This obligation applies for the entire duration of the order. The contractor must confirm the completeness of the documents in writing at our request.
- (6) The client shall use all documents, reports, drafts, lists, calculations, etc. prepared by us in the course of order processing only for its own purposes. Any disclosure of the documents to third parties requires our written consent. We retain all copyrights and trade mark protection rights for these documents.
- (7) Additional services or delays that arise due to the client's failure to co-operate as agreed shall be borne by the client. In such a case, we reserve the right to invoice the additional expenses incurred.
- (8) The obligations of both contracting parties are to be understood as essential primary obligations and are agreed as such.

### D. Order acceptance

We must declare the rejection of a written order in writing within 14 days of its submission, otherwise it shall be deemed to have been accepted on the date the order was placed. In the case of shipping by post, the rejection shall be deemed to have been made in time if it is shipped within the time limits.

## E. Prices

- (1) Our prices are determined as part of an offer or contract and are exclusive of legal VAT. The offer prices are valid until cancelled and are subject to change.
- (2) As part of the offer or contract, it is determined whether a time-based fee (fee for the time spent by the employees used to process the order) or a flat fee (monthly or annual) is agreed.
- (3) Travelling expenses, daily and overnight allowances and other expenses shall be invoiced separately unless otherwise agreed.
- (4) The period of validity of the agreed fees is 1 year, unless otherwise agreed.
- (5) In the case of continuing obligations, the fee is agreed as value-adjusted in accordance with the VPI 2020 and adjusted on this basis. The month in which the contract is concluded is defined as the starting point.

## F. Terms of payment

- (1) Payments shall be made in accordance with the terms of payment agreed in writing. Unless different terms of payment have been agreed in accordance with the written order confirmation, the invoiced amounts shall be due for payment net without deduction within 7 days of the invoice date.
- (2) Cash discount deductions require a separate agreement. In the event of (partial) default of payment, any discount agreements shall cease to apply.
- (3) We are authorised to demand advance payments and reimbursement of expenses and to attach conditions to the provision of services.
- (4) The withholding of payments and offsetting against any counterclaims by our contractual partners, for whatever reason, are excluded. Withholding of the purchase price in the event of justified claims for improvement is only permissible to the extent of the expenditure required for the improvement. This does not apply to consumer transactions.
- (5) In the event of default in payment, we shall be entitled, without prejudice to our other rights, to take back the goods, equipment and the like subject to our retention of title - without this being equivalent to cancellation of the contract.
- (6) In the event of default in payment, we shall be entitled to demand compensation for the damage actually incurred and to charge the statutory default interest, but at least 10 % p.a.
- (7) We reserve the right to electronic invoicing.
- (8) In the event of a default in payment, the client undertakes to reimburse the appropriate costs

that were necessary for collection, such as collection fees, lawyer's fees or reminder fees. The contractual partner undertakes to pay reminder fees of € 50 per reminder in the event of culpable default of payment if these are reasonable in relation to the claim being pursued.

## G. Fulfilment, transfer of risk

- (1) The scope of services shall be determined by the scope of the order confirmed by the contractual partner. An accepted order shall be deemed to have been fulfilled when the service has been rendered, unless another form of fulfilment has been agreed in writing.
- (2) The place of fulfilment for every service and payment is our company's headquarter, even if fulfilment takes place at a different location as agreed.
- (3) The fulfilment of the order shall be carried out with due care and to the best of our knowledge and belief. Generally recognised rules, legal requirements and official orders shall be complied with as part of the service.
- (4) Fulfilment must take place within the individually agreed fulfilment dates or execution deadlines specified in the offer and/or contract.
- (5) Compliance with the agreed fulfilment dates or execution deadlines shall be subject to unforeseeable circumstances or circumstances beyond the control of the parties, such as all cases of force majeure, warlike events, official interventions and prohibitions or energy shortages.
- (6) The Contractor shall bear the costs and risk of contract fulfilment at the place of performance.
- (7) Any advice regarding subsidies for PV systems, electricity supply, electricity purchase, etc. is non-binding. We provide the best possible recommendation to the best of our knowledge; however, we do not assume any guarantees in this regard. In the case of subsidies in particular, there may be changes at short notice that are beyond our control.

## H. Contract term and cancellation

- (1) A contract ends at the end of the agreed contractual term. If the contract is concluded for an indefinite period, it is a continuing obligation that can only be terminated by cancellation by one of the parties.
- (2) An extension of the term of the contract shall be subject to a written addendum.
- (3) For legal transactions with consumers, the mandatory provisions of the Consumer Protection law (KSchG) apply.

- (4) A continuing obligation can be cancelled by one party after one year by giving a three-month notice period to the end of the month.
- (5) In the event of good cause, a contract can be cancelled without observing the notice periods. For us the following reasons are considered important reasons:
  - If circumstances exist that make it impossible to fulfil the contract on time or lead to significant changes, provided we are not responsible for them
  - If insolvency proceedings are opened against the assets of the contractual partner or if the opening of bankruptcy proceedings is rejected due to a lack of cost coverage.
  - Repeated breach of contractual obligations despite written warnings
  - Actions of the client with intent to harm us
  - Actions of the client with third parties that are detrimental to us, offend common decency or agreements with third parties that violate the principles of free competition
  - Default by the contractual partner with agreed payments or other services
  - If, after the order has become legally effective or before its fulfilment, circumstances become known which make the fulfilment of the contract no longer appear sufficiently assured on the part of the contractual partner
- (6) Cancellations must be made in writing electronically and by registered letter.
- (7) Deviating cancellation rules must be recorded in writing. Extraordinary cancellation rights remain unaffected.

## **I. Withdrawal from the contract**

- (1) If the client fails or delays its obligation to co-operate or is in default of acceptance, we shall be entitled to demand the agreed remuneration for services that could not be provided due to one or more of the above-mentioned cases and to terminate the agreement without notice period.
- (2) The right of cancellation shall also apply in particular if the agreed cooperation on the part of the client, persons named by the client or third parties is not provided or is not provided in an appropriate manner in terms of type and scope. We shall not be liable for damages that occur in connection with the client's failure to co-operate or inadequate co-operation. Furthermore, in such cases there shall be no claim against us for rectification of defects.

- (3) This shall not affect our claims for compensation for additional expenses.
- (4) If the contractual partner - without being entitled to do so - withdraws from the contract or requests its cancellation, we have the choice of insisting on the fulfilment of the contract or agreeing to the cancellation of the contract. In the latter case, the contractual partner is obliged to pay the actual damage incurred, but at least a flat-rate compensation of 15% of the agreed purchase price.

## **J. Liability and compensation**

- (1) Our liability is limited to intent or grossly negligent behaviour, with the exception of personal injury.
- (2) We are not responsible and therefore not liable for the implementation of recommendations and decisions based on our recommendations and their implementation.
- (3) Liability for slight negligence, compensation for consequential damage and financial loss, consequential harm caused by a defect, unrealised savings, loss of interest, indirect damage, loss of production, financing costs, loss of energy, data and information, costs for replacement energy, loss of profit and damage arising from third-party claims against the contractual partner are excluded.
- (4) The above exclusions and limitations of liability shall not apply to damages based on fraudulent concealment of defects or on a breach of material contractual obligations that jeopardises the purpose of the contract or on the absence of warranted characteristics. Furthermore, they shall also not apply to damages caused by us or any vicarious agents through gross negligence or wilful intent, or to damages to life and limb if these have been caused at least by slight negligence.
- (5) Liability claims shall become statute barred within one year from the date of knowledge of the circumstances giving rise to the claim or from the date on which the client should have become aware of the circumstances without gross negligence. However, liability claims shall be time-barred at the latest 3 years after the provision of the service. The statutory limitation periods shall apply to liability for intent.
- (6) On the other hand, if the contractual partner is in default of payment, we shall be entitled, without prejudice to our other rights, to withdraw from the contract in whole or in part after granting a reasonable grace period. In the event of our cancellation, we shall be entitled to a compensation fee amounting to 10% of the price of the goods in respect of

which the cancellation has taken place. We reserve the right to claim further damages.

- (7) The contractual partner shall bear the costs necessary for the appropriate prosecution.

## **K. Warranty**

- (1) If we are responsible for not providing the service as agreed, we must provide the service within a reasonable period of time in accordance with the contract and without additional costs for the client. The notification of defects must be made immediately, but at the latest within 14 days of becoming aware of the defect or of the time from which the client should have become aware of the defective service without gross negligence. The client is entitled to terminate the agreement without notice period if we fail to provide the service as agreed within a reasonable grace period, which must be set in writing.
- (2) In the above mentioned case of termination without notice period, we shall be entitled to receive remuneration for the services that we have provided in accordance with the agreement up to the effectiveness of the termination. The extraordinary right of cancellation remains unaffected by this.
- (3) Further claims based on the warranty as well as claims based on error, *laesio enormis*, usury and the loss of the basis of the transaction are excluded.
- (4) This exclusion does not cover intentional or grossly negligent acts or acts resulting in injury to life and limb.

## **L. Data protection**

- (1) The contractual partner consents to the automated storage, transmission and further processing of data disclosed in the course of this business relationship for the purposes of advertising measures, business comparisons and credit assessments. The contractual partner is entitled to revoke its consent to data transmission in writing at any time without affecting the existing contractual relationship.
- (2) The contractual partner agrees to receive product information from CCE Consulting GmbH by telephone or electronically. This consent can be revoked in writing at any time.
- (3) Changes of address must be notified by the contractual partner until complete fulfilment of the legal transaction by both parties. All correspondence sent to the last known delivery address shall be deemed to have been received if a change of address is not notified.
- (4) The contracting party expressly agrees that its data may be transmitted to state authorised

creditor protection associations, such as the "Kreditschutzverband von 1870" (KSV 1870), the "Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen" (ISA), the "Österreichischer Verband Creditreform" (ÖVC) and the "Alpenländische Kreditorenverband" (AKV) for this exclusive purpose as part of the credit check.

- (5) We undertake to always use up to date spyware programmes, firewalls and virus protection when processing our orders. Furthermore, we accept no liability for the occurrence of viruses and/or other spyware and malware programmes.

## **M. Copyright**

- (1) All website content, layout and design are protected by copyright. Reproduction or adoption of parts of the website, in particular texts, parts of texts, images or graphic representations, requires our prior written consent. We endeavour to constantly update and check the content of the website. However, we accept no liability for the completeness, accuracy and up-to-dateness of the content. The same applies to websites to which reference is made by means of hyperlinks. Any connection to such websites is at the user's own risk.
- (2) All documents as well as samples, catalogues, brochures, illustrations and the like shall always remain our intellectual property under protection of the relevant statutory provisions with regard to reproduction, imitation, competition, etc. The contractual partner shall not be granted any rights of use or exploitation whatsoever.
- (3) Documents which we have prepared in connection with the order processing and which we have handed over to the client, as well as all correspondence, shall be retained by us at our discretion. At our request, the client shall surrender all documents (with the exception of correspondence) that we have handed over on his behalf, unless we have an original or copy. The client is authorised to make copies of the documents to be handed over.
- (4) If intellectual creations or documents of third parties are introduced by the contractual partner and the third party asserts property rights, we shall be entitled to suspend the execution of the order at the risk of the contractual partner until the rights of third parties have been clarified. In addition, we shall be entitled to demand reimbursement of the necessary and appropriate costs as well as advance payments for legal costs. The

contractual partner shall indemnify and hold us harmless and without complaint.

**N. Choice of law, place of jurisdiction**

- (1) Austrian law shall apply exclusively. The applicability of conflict of laws rules and the UN Convention on sales law is expressly excluded.
- (2) The exclusive place of jurisdiction shall be the court with local and subject-matter jurisdiction at the registered office of our company (does not apply to consumer transactions).

**O. Changes to the GTC, severability clause**

- (1) We reserve the right to make changes to these General Terms and Conditions. However, the contractual partner must be notified of these within a reasonable period of at least two weeks after their publication.
- (2) Should any provision of these GTC be or become invalid in whole or in part, this shall not affect the legal validity of the remaining provisions. In place of any invalid provision, it shall be deemed to have been agreed what comes closest to it in a legally permissible manner.