

General Terms and Conditions of HEIc Hornbachner Energie Innovation Consulting GmbH

1. General

The following conditions shall apply to all agreed services as well as to secondary services provided as part of the fulfilment of the order and to other secondary obligations.

Any terms and conditions of the client shall not become part of the contract even if HEIc Hornbachner Energie Innovation Consulting GmbH does not expressly oppose them.

2. Offers

All offers made by HEIc Hornbachner Energie Innovation Consulting GmbH shall be subject to confirmation, unless otherwise agreed.

3. Scope of services

The scope of the services to be rendered by HEIc Hornbachner Energie Innovation shall be contractually agreed upon in writing.

The agreed services shall be rendered according to the generally recognised standards of technology and in compliance with the regulations valid at the time when the order was confirmed, unless other agreements were concluded in writing. Furthermore, HEIc Hornbachner Energie Innovation Consulting GmbH shall be entitled to determine test and examination methods and the type of examinations itself according to its proper discretion, unless different written agreements were concluded.

HEIc Hornbachner Energie Innovation Consulting GmbH shall be entitled to make use of one or more subcontractors to fulfil its contractual obligations, also without the express agreement of the client.

After the result has been accepted, there shall be no obligation on our part to keep or return objects of examination, materials or samples etc. which have been left with us, insofar as there are no relevant legal obligations or contractual agreements. Hazardous waste which arises as a result of the fulfilment of the order shall, after prior advice has been given, be disposed of or sent back to the client at the expense of the client. This arrangement shall apply correspondingly if costs arise due to the disposal of an object of examination.

HEIc Hornbachner Energie Innovation Consulting GmbH shall not be

responsible for the correctness of or for the checking of documents, information, safety programmes or safety regulations upon which the tests are based, unless otherwise agreed in writing. Furthermore, when carrying out its work, it shall not at the same time assume any guarantee for the correctness (perfect condition) and functional state of either the examined or tested parts or the total system or plant, including design, choice of materials and construction of the plant or system to be examined, unless these issues are expressly indicated as being part of the order.

4. Performance deadlines/dates

If deadline periods were agreed upon, they shall only commence when the client has presented all the required documents to HEIc Hornbachner Energie Innovation Consulting GmbH and has created all the necessary conditions (e.g. permits). This shall also apply analogously to dates agreed upon which cannot be kept to due to delays which are not the responsibility of HEIc Hornbachner Energie Innovation Consulting GmbH, also without the explicit agreement of the client.

5. Cooperation

The client shall guarantee that all necessary cooperation activities on its part, and on the part of its vicarious agents or third parties shall be provided punctually and free of charge for HEIc Hornbachner Energie Innovation Consulting GmbH.

The documents, aids, assistants, etc. which are required for carrying out services shall be made available free of charge and punctually. The client shall be obliged to inform HEIc Hornbachner Energie Innovation Consulting GmbH in good time about all events and circumstances which are of significance for the execution of the order. This is also valid for all documents, occurrences and circumstances which only become known during the work of HEIc Hornbachner Energie Innovation Consulting GmbH. In addition, the cooperation activities of the client must comply with the respective valid legal provisions, standards, safety regulations and accident prevention regulations.

The client shall bear the costs for any additional activities which arise because work has to be repeated or is delayed due to late, incorrect or

incomplete information or improper cooperation activities. HEIc Hornbachner Energie Innovation Consulting GmbH shall be entitled to charge separately for this additional time and effort, also when a fixed or maximum price has been agreed.

6. Confidentiality

HEIc Hornbachner Energie Innovation Consulting GmbH and its employees shall be obliged to maintain confidentiality with regard to all of the information which they obtain as a result of the order.

Duplicates and copies for the files of HEIc Hornbachner Energie Innovation Consulting GmbH may be made of all the documents, drawings, plans, data, etc. available as computer files or in another form which are of significance for the execution of the order.

7. Copyright

All copyrights and joint copyrights of the work carried out by HEIc Hornbachner Energie Innovation Consulting GmbH, such as expert opinions, test results, calculations and descriptions, shall be retained by HEIc Hornbachner Energie Innovation Consulting GmbH.

The client may only use the work carried out as part of the order for the purpose for which it was agreed upon.

8. Invoicing for services

The services rendered shall be invoiced on the basis of the written agreement. Unless a different written agreement was concluded, invoicing shall be carried out according to fixed prices after the completion of definable part services.

HEIc Hornbachner Energie Innovation Consulting GmbH shall be entitled to demand deposits or advance payments.

9. Terms of payment

All invoice amounts shall be due for payment without deductions after receipt of the invoice. Discounts will not be granted.

If the invoice amount has not been credited to HEIc Hornbachner Energie Innovation Consulting GmbH's account as indicated on the invoice within 30 days of the date of the invoice, HEIc Hornbachner Energie Innovation Consulting GmbH shall be entitled to

demand that interest be paid from the day after at the statutory rate.

Only legally effective or undisputed debts can be offset against the claims of HEIc Hornbachner Energie Innovation Consulting GmbH.

Objections regarding the invoices of HEIc Hornbachner Energie Innovation Consulting GmbH must be made in writing within 14 days of receipt of invoice.

10. Reporting

HEIc Hornbachner Energie Innovation Consulting GmbH undertakes to report in writing on its work and that of its staff, and if necessary also on the work of its cooperation partners. The client and HEIc Hornbachner Energie Innovation Consulting GmbH agree that ongoing reporting and/or a single report shall be carried out for the order in accordance with the progress achieved in the work. After conclusion of the work, the client shall receive the final report within a reasonable time period (2-4 weeks, depending on the type of order).

11. Acceptance

HEIc Hornbachner Energie Innovation Consulting GmbH can present each completed part of the work for final inspection. The client shall be obliged to carry out an acceptance test without delay. If the client does not fulfil its obligations regarding acceptance without delay, the work shall be considered accepted 28 days after the service was rendered if HEIc Hornbachner Energie Innovation Consulting GmbH has expressly pointed out the above-mentioned deadline to the client when the service was rendered.

12. Guarantee

In the case of defects detected during the guarantee period, the client shall be entitled to reperformance. If two attempts at reperformance remain unsuccessful, the rights of the client shall be restricted to reducing payment or withdrawing from the contract.

13. Liability

HEIc Hornbachner Energie Innovation Consulting GmbH and its employees act in accordance with the generally recognised professional principles when carrying out their consultancy work. HEIc Hornbachner Energie Innovation Consulting GmbH shall only be liable for damage in cases where intent or gross negligence can be proven within the framework of legal provisions.

The limitation of the liability of HEIc Hornbachner Energie Innovation Consulting GmbH shall also be effective in the same way with regard to its employees, vicarious agents, managers and bodies.

Damages can only be asserted in court within six months after the claimant became aware of the damage, and at the latest three years after the event upon which the claim is based.

HEIc Hornbachner Energie Innovation Consulting GmbH shall not be liable for workers whom the client made available for support during the work of HEIc Hornbachner Energie Innovation Consulting GmbH, unless the workers provided can be considered vicarious agents of HEIc Hornbachner Energie Innovation Consulting GmbH. Insofar as HEIc Hornbachner Energie Innovation Consulting GmbH is not liable for workers provided by the client as stated above, the client shall release HEIc Hornbachner Energie Innovation Consulting GmbH from any possible claims by third parties.

The claims for damages shall be subject to a limitation period as laid down in the relevant legal provisions.

14. Other

The order, its execution and the resulting entitlements shall be governed solely by Austrian law unless otherwise agreed.

The place of jurisdiction shall be the headquarters of HEIc Hornbachner Energie Innovation Consulting GmbH in Vienna.

The place of performance is the place where the agreed services are to be rendered, and otherwise the headquarters of HEIc Hornbachner Energie Innovation Consulting GmbH.

Oral collateral agreements shall require written confirmation in order to be effective.

Changes and additions to the contract, including the amendment of this clause requiring the written form, must be made in writing in order to be effective.

The client agrees that HEIc Hornbachner Energie Innovation Consulting GmbH may store and process personal data for its own purposes as defined by the Austrian Data Protection Act.

If terms of this contract or a term which is added in the future should prove to be wholly or partly legally ineffective or

unenforceable, or should lose its legal effectiveness or unenforceability later on, the validity of the remaining terms shall not be affected. The same shall apply if it should transpire that the contract contains a legal loophole. Both parties shall be obliged to agree on a suitable regulation instead of the ineffective or unenforceable term or to close the loophole. This regulation shall be – as far as legally possible – as close as possible to the original wishes of the parties to the contract or the meaning and purpose of the contract, insofar as they would have considered this point when concluding this contract or when adding a term later.

November 2007

These General Terms and Conditions are available on our website both in German and in English. The German version shall prevail.