



## General Terms and Conditions of B.B.W. in Austria GmbH

### § 1 Binding nature of these terms and conditions

(1) B.B.W. in Austria GmbH (hereinafter referred to as "B.B.W.") shall provide all deliveries and services (hereinafter referred to collectively as "SERVICES") exclusively on the basis of these General Terms and Conditions ("GTC"). The General Terms and Conditions apply to all offers and contracts within the framework of current and future business relationships, even if they are not expressly agreed again. These General Terms and Conditions shall be deemed accepted in commercial transactions at the latest when the agreed SERVICE is used.

(2) Any existing, deviating General Terms and Conditions of the contractual partner are hereby expressly objected to, unless there is an express, written agreement between the contractual parties regarding the relevant deviation.

### § 2 Offer and conclusion of contract

(1) B.B.W. is active as a service company primarily in the field of quality assurance in the automotive industry and provides the contractual partner with technical support within the framework of a service contract.

(2) The contractual partner receives a service offer from B.B.W. for the desired SERVICE. In case of consent, the contractual partner accepts this offer.

(3) The scope of the individual SERVICE(s) results from the framework agreement, the individual order as well as from the other service descriptions, such as company presentation.

(4) However, if a contract for work and services is concluded between the parties, B.B.W. shall owe the SERVICE agreed therein and the contractual partner the agreed remuneration for work and services. The SERVICE shall be accepted by the contractual partner. Acceptance of the SERVICE shall take place after complete completion and transfer of the SERVICE to the contractual partner. B.B.W. shall agree a joint acceptance date with the contractual partner and a handover and acceptance protocol shall be drawn up and signed by both parties. If, despite B.B.W.'s notification to this effect in text form (in writing, by e-mail or by fax), there is no joint handover and acceptance date and if the SERVICES are put into operation by the contractual partner for four weeks without objection and without complaints, the SERVICES shall be deemed to have been properly and faultlessly accepted by the contractual partner four weeks after commissioning - at the latest, however, six weeks after handover of the SERVICES, provided that no justified complaints have been made by the contractual partner during this period.

(5) Content and/or organizational changes or deviations from the described SERVICES may be made before or during the performance of the SERVICES, provided that these changes or deviations do not change the essential core of the SERVICES. Minor changes to the performance of the Services that are reasonably justified by the facts shall be deemed to have been approved in advance.

(6) Dates for the provision of the SERVICE(S) are generally non-binding and are to be understood only as approximate dates, unless they have been expressly promised by B.B.W. in text form as "binding". (7) Offer or project documents which B.B.W. transmits or makes available to the contractual partner prior to conclusion of the contract may not be reproduced or made available to third parties without the express written consent of B.B.W.. B.B.W. shall be entitled to reclaim such documents at any time and shall also be obliged to return them to B.B.W. without express request if no contract is concluded.

(8) The information contained in catalogues, brochures or other documents relating to the services to be ordered or any written or oral statements by B.B.W. on the subject matter and scope of the service shall only be decisive for an order relationship if express reference is made to them in the order confirmation.

### § 3 Remuneration

(1) The contractual partner is obliged to pay the remuneration stated in the individual order or the offer for the SERVICE plus the respective statutory value added tax.

(2) B.B.W. shall be entitled to demand advance payments of costs and expenses. Furthermore, B.B.W. shall be entitled to issue partial invoices for services already rendered. (4) B.B.W.'s prices apply from the registered office of the respective B.B.W. office. Unless otherwise stipulated in the contract, payments shall also be made for partial deliveries. The terms of payment stated on the invoice shall apply.

(3) If the employees of B.B.W. incur travel, overnight or other expenses in connection with the performance of the SERVICES, these shall be shown accordingly in the respective valid price list or offer and invoiced to the contractual partner.

(4) If the invoice does not specify a specific payment term, all payment amounts are due for payment without deduction no later than 14 days after the invoice date. In the event of default, default interest at a rate of 9.2% p.a. above the base rate shall be charged.

(5) The contractual partner shall bear the costs arising from the fact that Work must be repeated or delayed as a result of incorrect, incomplete or subsequently changed information provided by him.

(6) In the event of default in payment, any discounts granted and Discounts.

(7) All dunning or collection charges and ancillary charges incurred in connection with the outstanding claim shall be paid equal to the principal debt. In the event that B.B.W. assumes the dunning process itself, the contractual partner shall pay a lump sum of EUR 40.00 for this.

### § 4 Duration of contract and termination

(1) The time specified in the individual order or in the offer shall be decisive for the duration of the contract. If it does not specify a specific period, the parties may terminate the contract by giving two (2) months' notice to the end of the month. This does not affect the mutual right to termination without notice for good cause. In the event of dissolution or closure of the contracting party's business, B.B.W. shall be entitled to terminate the contract without notice for good cause.

(2) Notice of termination must be given in writing, whereby transmission in advance by fax and then in the original by post shall be sufficient to meet the deadline.

(3) B.B.W. may terminate the contract before the start of the SERVICE if B.B.W. is unable to perform the SERVICE for an important reason, such as force majeure. In this case, the contractual partner will be notified immediately.

(4) B.B.W. shall also be entitled to terminate the contract without observing the notice period and without being liable for damages in the event of force majeure or other disruptive events not foreseeable at the time of conclusion of the contract (e.g. Any kind of operational disruptions, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, official measures as well as untimely self-delivery by B.B.W. suppliers) for which B.B.W. is not responsible and which make the SERVICE considerably more difficult or impossible, unless the hindrance is of a temporary nature. In the event of hindrances of a temporary nature, the performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period.

(5) If the contractual partner defaults on payment of current invoices, B.B.W. shall be entitled to withdraw from the contract. Services already rendered and partial services shall be invoiced in accordance with the contract and shall be paid for by the contractual partner. This shall also apply if and to the extent that the delivery or service has not yet been accepted by the contractual partner as well as for preparatory actions performed by B.B.W.. Optionally, B.B.W. may demand the return of goods already delivered.

### § 5 Data collection and data protection

(1) The contractual partner permits B.B.W. to use and store its personal data in compliance with the applicable data protection regulations for the duration of the contractual relationship. Insofar as B.B.W. must process personal data during operational support, the applicable data protection regulations must be observed and appropriate measures taken to safeguard data. B.B.W. informs all employees involved in the service about the obligations agreed with the contractual partner. (2) The contractual partner agrees to receive information material from B.B.W. even after the contractual relationship has been completed.

(3) The contractual partner shall be obliged to notify B.B.W. of any changes to his residential or business address as long as the contractual legal transaction has not been fulfilled in full by both parties. If the notification is omitted, declarations shall also be deemed to have been received if they are sent to the last known address.

## **§ 6 Use of the B.B.W. Customer Portal (CIS)**

When using the online customer portal, reports are sent to you at regular intervals. These reports are sent in electronic form and are legally binding even without a signature. B.B.W. grants you an objection period of 3 working days after receipt of the report. Thereafter, the information is considered correct and accepted.

## **§ 7 Obligations of the contractual partner to cooperate**

(1) Insofar as it is necessary for the performance of the SERVICE(S), the contractual partner shall cooperate in good time in each case, in particular give B.B.W. specific instructions, provide the necessary documents and other prerequisites, provide the necessary information and the specific error description including the image documentation and the instructions as to which points of B.B.W. are to be observed so that neither the parts nor the related components are damaged, and inform B.B.W. in text form of circumstances which may be of significance for a professional and proper inspection, analysis or processing. If this is not done on time and/or contrary to the agreements or requirements, B.B.W. shall be additionally remunerated for any additional time or cost incurred. B.B.W. shall be entitled to render the SERVICES at a later point in time or to demand the additional time or cost incurred due to the delay of the contractual partner with regard to the aforementioned obligation to cooperate. (2) The contractual partner shall be obliged to provide an exact and complete description of the defect and an analysis of the damage; B.B.W. shall not be liable for this damage if this is not carried out or not carried out in time and if damage is caused as a result.

## **§ 8 Confidentiality**

(1) The contracting parties undertake in each case to treat all specifications, data, documents, their own or joint development results and other company-related information communicated by the contracting party - in particular those marked "confidential" - as confidential, not to reproduce them and not to make them accessible to third parties in any form or manner whatsoever.

## **§ 9 Copyrights / Intellectual Property**

(1) Plans, sketches, models, analyses, drawings, cost estimates and other documents provided by B.B.W. or created by our contribution shall remain our intellectual property.  
(2) The use of such documents outside their intended use, in particular the passing on, duplication, publication and making available, including even partial copying, shall require the express consent of B.B.W.  
(3) Furthermore, the contractual partner undertakes to maintain secrecy with regard to third parties with regard to the knowledge obtained from the business relationship.

## **§ 10 Warranty**

(1) If a contract for work and services is concluded in accordance with the provisions of § 2 (4) of these GTC, the contractual partner shall be entitled to warranty claims in accordance with the following provisions. (2) In the event of defects in the SERVICE(S), B.B.W. warrants that the defect will be remedied by subsequent performance. If subsequent performance fails despite two attempts, the contractual partner shall be entitled to withdraw from the contract. B.B.W. shall only be obliged to remedy the defect or deliver a replacement if the contractual partner has fulfilled its contractual obligations in full. Claims for damages of the contractual partner due to defects of the SERVICE/ EN are excluded.

(3) The contractual partner shall notify B.B.W. in writing of any recognisable defects immediately, at the latest within one (1) week, otherwise the contractual partner's warranty claims in this respect shall lapse. If a defect only becomes apparent later, the notification must be made immediately, but at the latest within one (1) week after discovery; otherwise the SERVICE shall also be deemed approved with regard to this defect. Otherwise § 377 para. 5 UGB applies.

(4) The warranty shall lapse if the defect is due to a defective use of the SERVICE by the contractual partner or by third parties. Furthermore, the warranty does not apply to those SERVICES which have been modified or extended by the contractual partner itself, or if the contractual partner does not follow the operating instructions or makes modifications to the products.

(5) All warranty claims shall expire within one (1) year after transfer of risk or acceptance, unless a longer warranty period is mandatory by law. In this case, the legally mandatory longer warranty period shall apply.

(6) The reversal of the burden of proof according to § 924 ABGB at the expense of B.B.W. is expressly waived. The existence of a defect at the time of delivery and the timeliness of the notice of defect must be proven by the contractual partner of B.B.W..

## **§ 11 Liability**

(1) Insofar as the SERVICES take place on the premises of the contractual partner, the latter shall be responsible for equipping the rooms and fulfilling the safety regulations as well as accident prevention regulations. B.B.W. shall not be liable for items brought in by the contractual partner.

(2) Claims for damages of any kind, regardless of the legal basis, are excluded, unless B.B.W. or its legal representatives or vicarious agents have acted intentionally or with gross negligence. In such cases, however, liability shall be limited to (i) the maximum amount of any liability insurance taken out by B.B.W. or (ii) the typical and foreseeable damage, if no such liability insurance exists.

(3) Proof of fault is the responsibility of the contractual partner.

(4) Claims against B.B.W. shall become statute-barred within six months of becoming aware of the damage and the party causing the damage and, in any case, within three years of rendering the services.

(5) Claims according to the provisions of the Product Liability Act the rules referred to in this provision shall not apply. Furthermore, any mandatory legal liability shall remain unaffected.

(6) B.B.W. does not assume any liability for any damage caused by the SERVICE.  
intended success.

(7) B.B.W. shall not be liable for loss of earnings, loss of profits or Damage to the bare assets of the contractual partner.