

SCALE OF CHARGES / GENERAL SECTION

- § 1 The services provided by BAUTECHNISCHEN VERSUCHS-UND FORSCHUNGS-ANSTALT SALZBURG (bvfs) shall be billed according to this scale of charges (SOC).
- § 2 This SOC shall supersede any scale of charges previously in force; all testing prices quoted in response to direct inquiries shall become null and void.
- § 3 The prices established in this scale of charges are minimum rates and apply to standard tests only. The charges shall increase for services of particular technical or economic significance.
- § 4 The charge for the preparation of samples and testing equipment including their provision shall be calculated according to the time required.
- § 5 The fee rates in this SOC are deemed to be the usual compensation.
- § 6 The "TESTING UNIT" ("TU") shall be the accounting unit for the calculation of charges. A testing unit shall be 1/100 (one one-hundredth) of the BASIC CHARGE currently in effect for civil engineers according to the regulations issued by the FEDERAL CHAMBER OF ARCHITECTS AND ENGINEERING CONSULTANTS. The charge calculated on this basis (except mileage allowance) shall be rounded up or down to the nearest whole shilling.
- § 7 A separate amount shall be charged for analysis and documentation (certification), unless expressly or partly included in the testing charge.
- § 8 Reports, assessments and attached expert opinions prepared in addition to the tests shall not be subject to the specified rates and shall be billed according to the pertinent scale of charges. Costs arising for the examination of witnesses from bvfs' staff at court, requested by the principal in connection with services rendered, shall be charged to the principal according to this SOC. Each order placed with bvfs shall include such subsequent costs, regardless of the examining court's provisions for the reimbursement of witness fees.
- § 9 In addition to the fees, the principal shall bear the ancillary costs for material deliveries and services provided by third parties, e.g. postage, transport, special costs, insurance, customs, revenue stamps. Ancillary costs shall also include expenses arising for a test's special scenario or exceeding the usual wear of the equipment.
- § 10 A 15 % surcharge shall be imposed on the ancillary costs to cover the general handling fee. If the surcharge does not cover the actual expenses incurred, the actual expenses incurred will be charged.
- § 11 Statutory value added tax (sales tax) is not included in the ancillary costs or the surcharge described in § 10.
- § 12 A written order or order confirmation containing all of the necessary information and pertinent documentation (e.g. site plans, structural dimensions) shall be a prerequisite for any testing services. Oral agreements shall be ineffective.
- § 13 The principal shall provide access to the respective premises for any work to be performed outside of the bvfs premises and obtain all of the necessary authorizations and permits (e.g. admission right, excavation permit, installation permit, security) at its own expense, verification of which shall be submitted to bvfs. The principal shall specifically make all of the requisite arrangements to protect third-party rights. Damage, disadvantages or time expenditure arising for bvfs from such non-performance shall be for the principal's account.
- § 14 The principal shall be responsible for any unavoidable damage (e.g. field damage) to third parties and any insurance required for this purpose.
- § 15 Testing and inspection material shall be provided by bvfs free of charge, carriage prepaid, and shall become the property of bvfs upon delivery. Upon conclusion of the tests, the inspection material shall only be kept in storage by written order and assumption of the cost.
- § 16 The type and number of laboratory and field tests to be performed shall depend on the specific state of the material to be tested and the prevailing conditions. The interpretation of provisions (e.g. standards and regulations) shall be at the professional discretion of bvfs. Any deviations shall be recorded in writing and certified in the report.
- § 17 Bvfs' liability shall only extend to the measuring results, not to any other circumstances whatsoever.
- § 18 If the principal cancels or curtails a testing order or if a test is discontinued by mutual consent, the principal shall bear a share of the charges and ancillary costs. The cancellation fee shall be at least 100 TUs.
Bvfs shall be entitled to refuse to execute or discontinue an order (right of rescission) if
(a) composition or bankruptcy proceedings are instituted against the principal's assets or if bankruptcy proceedings are dismissed for a lack of assets; in case of composition, the right of rescission can be exercised throughout the composition proceedings until the proceedings are dismissed; in all other cases the right of rescission can be exercised until the test is concluded;
(b) it is impossible to execute the order for reasons attributed to the principal;
(c) the principal fails to meet its obligation to cooperate, particularly as provided in § 12 and § 13, despite being granted period of grace;
(d) the principal fails to meet its payment obligations despite being granted period of grace in the event of mutually agreed advance payment in whole or in part.
If bvfs exercises its right of rescission, it shall be entitled to charge the principal for all services rendered up to such time.
- § 19 Reports issued in accordance with the Accreditation Act (AkkG), Federal Law Gazette no. 468/1992 or the Salzburg Building Products Act, State Gazette no. 11/1995 et al shall be deemed public documents. One original of the test report shall be issued. A price of 1 TU per page shall be charged for any copies required at the time of issuance.
- § 20 Information obtained orally, by phone or eMail (e.g. related to charges, test results, contract performance) shall be confirmed in writing to be legally effective.
- § 21 bvfs shall hold the copyright to its services. Certifications (reports, findings, expert opinions, etc.) published by the principal must be unabridged. Publication of parts or excerpts shall be subject to the prior written consent of bvfs. A fee shall be charged for bvfs' consent.
- § 22 bvfs shall generally be entitled to use any results or information obtained during tests for the promotion of research.
- § 23 The principal shall generally be the debtor owing the fee. A minimum fee of 30 TUs shall be charged for the subsequent issuance of a bill of costs (rewriting a bill).
- § 24 Accounts shall be settled according to the services actually rendered. Quality assurance shall be subject to a separate surcharge.
- § 25 bvfs shall be entitled to request an advance payment of fees prior to commencing with the testing procedure. Partial invoices may be issued for large-scale tests.
- § 26 Personnel and equipment costs shall be invoiced separately for accounts rendered according to the time required.
- § 27 Payment date:
Payment of the bill for fees shall be due upon receipt, regardless of the test results. No cash discounts shall be granted.
- § 28 Default:
In addition to dunning fees (10 TUs plus postage), default interest in the amount of 1.5 times the discount rate prevailing at the Austrian National Bank shall be charged for default in payment.
- § 29 Jurisdiction:
The place of jurisdiction and performance for all services shall be SALZBURG, bvfs' registered domicile.