

## GENERAL TERMS AND CONDITIONS OF BVFS

- Clause 1 The services of BAUTECHNISCHE VERSUCHS UND FORSCHUNGSANSTALT SALZBURG (bvfs) will be invoiced in accordance with the provisions of these General Terms and Conditions.
- Clause 2 With the publication of an updated price list, any previously valid price list becomes invalid.
- Clause 3 The prices specified in the currently valid price list are minimum rates and only apply for normal examinations. These prices will be increased for services of particular technical and economic significance.
- Clause 4 The preparation of samples and test equipment, including the provision of such equipment, will be charged on a time basis.
- Clause 5 The evaluation and documentation (report preparation) will be charged separately, unless it is already expressly included in the testing costs in whole or in part.
- Clause 6 Reports, assessments and related opinions that go beyond testing will be invoiced in accordance with relevant fee guidelines. The costs of witness hearings in court requested from bvfs' staff by the Client in connection with services rendered shall be charged to the Client according to the currently valid price list. Any instruction to the bvfs implies such consequential costs, irrespective of the witness fee provisions of the courts hearing the case.
- Clause 7 The Client shall also bear the additional costs for material deliveries and services provided by third parties (such as postal charges, transport, special costs, insurance, customs duties, etc.) Expenses which result from the special situation of an examination and which go beyond the normal wear and tear of the equipment are also considered to be additional costs.
- Clause 8 A surcharge of 15 % will be added to the ancillary costs to cover the general processing costs. If this surcharge is not sufficient due to the actual expenditure, it will be charged according to actual expenditure.
- Clause 9 The sales tax (value added tax) at the statutory amount is not included in the prices quoted, nor in the additional costs and the surcharge according to section 8.
- Clause 10 Prerequisite for the commencement of testing services is a proper written order placement or order confirmation with all necessary details and any documents (e.g. site plans, building dimensions). Verbal collateral agreements are invalid.
- Clause 11 For work to be performed outside the bvfs the Client shall enable access to the relevant locations and procure all necessary permits, approvals (e.g. right of access, excavation permit, installation permit, safeguards) at his own expense and provide evidence thereof to bvfs. In particular, the Client must also take all necessary precautions to protect third-party rights. Damages, disadvantages and time expenditure incurred by bvfs due to any such failure to deliver shall be borne by the Client.
- Clause 12 Unavoidable damage (e.g. damage to floors) to third parties and the insurance required for this shall be borne by the Client.
- Clause 13 Test and examination material shall be provided to bvfs free of charge and carriage paid and shall become the property of bvfs upon delivery. After completion of the tests, the test material will only be stored by written order and for a fee.
- Clause 14 The type and number of laboratory and field tests to be carried out depends on the specific conditions of the test item (material) to be tested as well as the given circumstances. The design and interpretation of rules and regulations (e.g. standards and regulations) is within the professional discretion of bvfs. Any deviations from this must be recorded in writing and documented in the report.
- Clause 15 The liability of bvfs only relates to the measurement results and not to other circumstances of any kind.
- Clause 16 If a test order is revoked or restricted by the Client or if a test is terminated by mutual agreement, the Client shall in any case bear the costs and incidental expenses proportionately.  
bvfs shall be entitled to refuse or cancel the execution of an order (right of withdrawal) if  
(a) bankruptcy or settlement proceedings are opened concerning the assets of the Client or the opening of bankruptcy proceedings is refused for lack of sufficient assets; the right of withdrawal may be exercised in case of settlement for the whole duration of the settlement proceedings until the termination of the same, in other cases for an unlimited period of time until the termination of the investigation;  
(b) a timely execution of the order is impossible due to circumstances for which the Client is responsible;  
(c) the Client fails to comply with his obligations to cooperate, in particular those of clauses 10 and 11, despite having been given a period of grace;  
(d) in the event of agreed full or partial advance performance obligations on the part of the Client, the Client fails to meet these obligations despite being granted a period of grace.  
If bvfs makes use of its right of withdrawal, it shall be entitled to charge for all services rendered up to that point.
- Clause 17 All bvfs reports will only be available in digital form. Reports will only send by post if explicitly requested by the customer.
- Clause 18 Verbal, telephone and e-mail information (e.g. prices, test results, concerning the carrying out of the contract) require for its validity the legally binding, written form.
- Clause 19 The bvfs retains the copyright to its services. The Client may only publish certifications (reports, findings, expert opinions, etc.) in full. Publications in part or in extracts may only be made with the prior written consent of bvfs. The consent of the bvfs is subject to a fee.
- Clause 20 The bvfs shall in principle be entitled to use free of charge the results and findings obtained from investigations in order to promote research.
- Clause 21 The bvfs undertakes to maintain confidentiality vis-à-vis the Client, unless statutory provisions preclude this.
- Clause 22 Invoice recipient is always the Client. If a re-issue of an invoice (re-writing of an invoice) is subsequently requested, the additional expenditure will be invoiced.
- Clause 23 In principle, invoicing is based on the services actually rendered. A separate surcharge will be charged for quality assurance.
- Clause 24 The bvfs may invoice a down payment before the start of the test work. For more extensive examinations, interim invoices can be issued.
- Clause 25 Payment is due on receipt of the invoice, irrespective of the result of the testing. Discounts will not be granted.
- Clause 26 In the event of delayed payment, reminder charges, postage and interest on arrears will be charged at 1.5 times the current discount rate of the Austrian National Bank.
- Clause 27 The place of jurisdiction and performance for all services shall be the ordinary location of bvfs - CITY OF SALZBURG.
- Clause 28 By returning the signed order confirmation, the Client expressly waives his right to withdraw from the contract in accordance with the Remote and Foreign Trade Act-FAGG / BGBl I No. 33/2014.
- Clause 29 Unless otherwise noted or required by the underlying regulations, statements of conformity refer to the respective test result without taking measurement uncertainty into account (decision rule).