

GENERAL TERMS AND CONDITIONS*

Sustainability consulting **

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mjf sustainability consulting

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** Sustainability consulting is part of business consulting,
including corporate organisation (trade wording)

***Source:** Austrian Professional Association of Management Consultancy, Accounting
and Information Technology (Austrian Chamber of Commerce, WKO)

<http://www.ubit.at>

1. General principles / scope of application

1.1 These General Terms and Conditions shall apply exclusively to all legal transactions between the Principal and the Agent (Management Consultant) - hereinafter referred to simply as the Agent. The version valid at the time the contract is concluded shall apply.

1.2. These General Terms and Conditions shall also apply to all future contractual relationships, even if no express reference is made to them in supplementary contracts.

1.3 Conflicting general terms and conditions of the Principal shall be invalid unless they are expressly recognised by the Agent in writing.

1.4 In the event that individual provisions of these General Terms and Conditions are and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and economic purpose of the invalid provision.

2. Scope of consulting assignments / representation

2.1 The scope of a specific consultancy assignment is contractually agreed on a case-by-case.

2.2 The Agent is authorised to have the tasks incumbent upon it performed in whole or in part by third parties. Payment of the third party shall be made exclusively by the Agent itself. No direct contractual relationship of any kind whatsoever shall arise between the third party and the Principal.

2.3 The Principal undertakes not to enter into any kind of business relationship with persons or companies that the Agent uses to fulfill its contractual obligations during and for a period of three years after termination of this contractual relationship. In particular, the Principal shall not commission these persons and companies with such or similar consulting services that are also offered by the Agent.

3. Obligation of the Principal to provide information / declaration of completeness

3.1 The Principal shall ensure that the organisational framework conditions at his/her place of business allow for the most undisturbed work possible during the fulfillment of the consulting assignment, which is conducive to the rapid progress of the consulting process.

3.2 The Principal shall also provide the Agent with comprehensive information about previous and/or ongoing consultations, including in other specialist areas.

3.3 The Principal shall ensure that all documents necessary for the fulfillment and execution of the consultancy assignment are submitted to the Agent in a timely manner, even without the Agent's specific request, and that the Agent is informed of all processes and circumstances that are of significance for the execution of the consultancy assignment. This shall also apply to all documents, processes and circumstances that only become known during the consultant's work.

3.4 The Principal shall ensure that its employees and any employee representative body (works council) established by law are informed of the Agent's consulting services prior to the commencement of the Agent's activities.

4. Safeguarding independence

4.1 The contracting parties undertake to be mutually loyal.

4.2 The contracting parties mutually undertake to take all appropriate precautions to prevent the independence of third parties and employees of the Agent from being jeopardized. This applies in particular to offers of employment by the Principal or the acceptance of orders for the Principal's own account.

5. Reporting / reporting obligation

5.1 The Agent undertakes to report to the Principal on the progress of its work, that of its employees and, if applicable, that of third parties commissioned by the Agent.

5.2 The Principal shall receive the final report within a reasonable period of time, i.e. two to four weeks, depending on the type and scope of the consulting assignment, after completion of the assignment.

5.3 The Agent shall be free from instructions in the production of the agreed work and shall act at her own discretion and on her own responsibility. She is not bound to a specific place of work or specific working hours.

6. Protection of intellectual property

6.1 The copyrights to the works created by the Agent and its employees and commissioned third parties (in particular offers, reports, analyses, expert opinions, organisational plans, programmes, service descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with the Agent. They may be used by the Principal during and after termination of the contractual relationship exclusively for purposes covered by the contract. In this respect, the Principal shall not be authorised to reproduce and/or distribute the work(s) without the Agent's express consent. Under no circumstances shall any unauthorised reproduction/distribution of the work give rise to any liability on the part of the Agent - in particular for the accuracy of the work - towards third parties.

6.2 The Principal's breach of these provisions shall entitle the Agent to terminate the contractual relationship prematurely with immediate effect and to assert other statutory claims, in particular for injunctive relief and/or damages.

7. Warranty

7.1 The Agent shall be entitled and obliged, irrespective of fault, to rectify any inaccuracies and defects in its performance that become known within the scope of the statutory warranty. It shall inform the Principal of this immediately.

7.2. This claim of the Principal shall expire six months after provision of the respective service.

8 Liability / Compensation

8.1. The Agent shall only be liable to the Principal for damages - with the exception of personal injury - in the event of gross negligence (intent or gross negligence). This shall also apply mutatis mutandis to damage attributable to third parties engaged by the Agent.

8.2 Claims for damages by the Principal can only be asserted in court within six months of becoming aware of the damage and the damaging party, but at the latest within three years of the event giving rise to the claim.

8.3. The Principal must provide proof that the damage is attributable to the Agent's fault.

8.4 If the Agent performs the work with the assistance of third parties and warranty and/or liability claims arise against these third parties in this context, the Agent shall assign these claims to the Principal. In this case, the Principal shall primarily refer to the third party.

9. Confidentiality / data protection

9.1 The Agent undertakes to maintain absolute confidentiality about all business matters of which she becomes aware, in particular business and trade secrets as well as any information she receives about the nature, scope of operations and practical activities of the Principal.

9.2 Furthermore, the Agent undertakes to maintain confidentiality vis-à-vis third parties regarding the entire content of the work and all information and circumstances that it has received in connection with the creation of the work, in particular also regarding the data of the Principal's clients.

9.3 The Agent shall be released from the duty of confidentiality vis-à-vis any assistants and representatives she utilises. However, she must impose the duty of confidentiality on them in full and shall be liable for their breach of the duty of confidentiality in the same way as for her own breach.

9.4 The duty of confidentiality extends indefinitely beyond the end of this contractual relationship. Exceptions exist in the case of statutory obligations to give evidence.

9.5 The Agent shall be entitled to use any personal data entrusted to the Agent for the purposes of the services performed. The Principal shall guarantee the Agent that all necessary measures have been taken, especially those regarding the Austrian Data Protection Act (DSG), e.g. that declarations of consent were obtained from the persons involved.

10. Remuneration

10.1 Upon completion of the agreed work, the Agent shall receive a fee in accordance with the agreement between the Principal and the Agent. The Agent shall be entitled to submit interim invoices in accordance with the progress of the work and to demand payment on account in accordance with the respective progress. The fee shall be due upon invoicing by the Agent.

10.2 The Agent shall issue an invoice authorising input tax deduction with all legally required features.

10.3 Any cash outlays, expenses, traveling expenses, etc. incurred shall be reimbursed by the Principal in addition to the invoice issued by the Agent.

10.4 If the agreed work is not carried out for reasons on the part of the Principal or due to a justified premature termination of the contractual relationship by the Agent, the Agent shall retain the right to payment of the entire agreed fee less expenses saved. If an hourly fee is agreed, the fee shall be paid for the number of hours that could have been expected for the entire agreed work, less the expenses saved. The expenses saved shall be agreed at a flat rate of 30 per cent of the fee for those services that the Agent has not yet provided by the date of termination of the contractual relationship.

10.5 In the event of non-payment of interim invoices, the Agent shall be released from its obligation to provide further services. However, this shall not affect the assertion of further claims resulting from non-payment.

11. Electronic invoicing

11.1 The Agent is authorised to send invoices to the Principal in electronic form. The Principal expressly agrees to the Agent sending invoices in electronic form.

12. Duration of the contract

12.1 The contract ends with the completion of the project and the corresponding invoicing.

12.2 Irrespective of this, the contract can be cancelled by either party at any time for good cause without observing a notice period. Good cause shall be deemed to include, in particular:

- If a contracting party breaches material contractual obligations, or
- if a contracting party defaults on payment after insolvency proceedings have been opened, or
- if there are justified concerns regarding the creditworthiness of a contracting party for which insolvency proceedings have not been opened and this party neither makes advance payments at the request of the Agent nor provides suitable security before the Agent's performance, and the poor financial circumstances of the other contracting party were not known when the contract was concluded.

13. Final provisions

13.1 The contracting parties confirm that they have provided all information in the contract conscientiously and truthfully and undertake to notify each other immediately of any changes.

13.2 Amendments to the contract and these GTC must be made in writing; the same applies to any waiver of this formal requirement. There are no verbal collateral agreements.

13.3 This contract shall be governed by Austrian substantive law to the exclusion of the conflict of law rules of private international law and the UN Convention on Contracts for the International Sale of Goods. The place of fulfillment is the location of the Agent's business establishment. The court at the Agent's place of business shall have jurisdiction for any disputes.

The Association of Management Consultancy, Accounting and Information Technology recommends the following mediation clause as a business-friendly means of dispute resolution:

(1) In the event of disputes arising from this contract that cannot be settled amicably, the contracting parties agree by mutual consent to call in registered mediators (ZivMediatG) specialising in business mediation from the list of the Ministry of Justice to settle the conflict out of court. If no agreement can be reached on the selection of the commercial mediators or on the content of the mediation, legal proceedings should be initiated at the earliest one month after the failure of the negotiations.

(2) In the event that mediation does not take place or is cancelled, Austrian law shall apply in any court proceedings initiated.

All necessary expenses incurred as a result of prior mediation, in particular those for legal advisors, can be claimed as "pre-litigation costs" in court or arbitration proceedings in accordance with the agreement.

NOTE:

Free translation. In the event of contradictions, the original version in German shall apply.