

## General Terms and Conditions

**Publication May 1, 2023.**

These are the general terms and conditions for the provision of services by Produkters GMBH, Engineering Solutions, Achrain 438, 6861 Alberschwende, E-mail: office@produkters.com (hereinafter referred to as "Contractor") vis-à-vis its customers (hereinafter referred to as "Client").

### 1. General

1.1 These General Terms and Conditions (GTC) for the provision of services apply to contracts concluded between the Client and the Contractor, including these GTC.

1.2 The Contractor does not enter into contracts with consumers or private individuals.

1.3 The Contractor is entitled, in its own name and on its own account, to subcontract the necessary services to subcontractors, who may in turn also use subcontractors. In doing so, the Contractor remains the sole contractual partner of the Client. The use of subcontractors will not take place if it is apparent to the Contractor that their use is contrary to the legitimate interests of the Client.

1.4 Insofar as, in addition to these GTC, other contractual documents or other terms and conditions in text or written form have become part of the contract, the provisions of these additional contractual documents shall take precedence over these GTC in the event of any conflict.

1.5 Deviating terms and conditions used by the Client are not recognized by the Contractor – subject to an express consent.

### 2. Subject Matter of the Contract and Scope of Services

2.1 The Contractor provides the following services as an independent contractor to the Client:

- Product development as a metal technician and designer for mechanical engineering and production technology



- Product development as a mechatronics technician for office and IT system technology, mechatronics technician for electrical machine construction and automation technology
- Software development and process automation with Microsoft Office and custom digital technologies. Specializing in the industries of mechatronics, mechanical engineering, and metal construction, cable car construction
- Digitization of technical documentation processes
- Creation of templates for technical documentation
- Conducting technical risk assessments
- Support in the installation and optimization of quality systems

2.2 The specific scope of services is the subject of individual agreements between the Contractor and the Client.

2.3 The Contractor provides the contractually agreed services with the greatest possible care and conscientiousness according to the latest recognized state, latest recognized rules, and findings.

2.4 The Contractor is obliged to provide the contractually owed services. However, in carrying out his activity, he is not subject to any instructions with regard to the manner in which his services are provided, the place of performance, or the time of performance.

However, he will determine the division of activity days and the time allocation on these days in such a way as to achieve optimal efficiency in his activity and the realization of the subject matter of the contract. The performance of services by the Contractor takes place only in consultation and coordination with the Client.

### 3. Client's Obligations to Cooperate

It is the responsibility of the Client to provide the information, data, and other content to be made available by him for the purpose of fulfilling the service completely and correctly. The Contractor is not responsible to the Client in any way for delays and late performance resulting from late and necessary cooperation or assistance from the Client; the provisions under the heading "Liability/Indemnification" remain unaffected by this.

### 4. Remuneration

4.1 The remuneration is agreed upon individually.



4.2 The remuneration is to be paid after the performance of the services. If the remuneration is measured according to periods, it is to be paid after the expiry of the individual periods (§ 614 BGB). In the case of expense-based billing, the Contractor is entitled, subject to deviating agreements, to invoice the services rendered on a monthly basis.

4.3 The Contractor will issue an invoice to the Client by e-mail (as a PDF) after the provision of the services. The remuneration is due for payment within 10 days of receipt of the invoice.

## 5. Liability / Indemnification

5.1 The Contractor is liable, for any legal reason, without limitation, for intent or gross negligence, for intentional or negligent injury to life, body or health, based on a guarantee promise, unless otherwise regulated in this regard, or due to mandatory liability. If the Contractor negligently breaches a material contractual obligation, liability is limited to the foreseeable damage typical for the contract, unless liability is unlimited according to the preceding sentence. Material contractual obligations are obligations imposed on the Contractor by the content of the contract to achieve the purpose of the contract, the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the customer may regularly rely. Otherwise, the Contractor's liability is excluded.

The above liability regulations also apply with regard to the Contractor's liability for his vicarious agents and legal representatives.

5.2 The Client shall indemnify the Contractor from any claims of third parties that are asserted against the Contractor due to breaches of the Client against these contractual conditions or applicable law.

## 6. Contract Duration and Termination

6.1 The parties individually agree on the contract duration and the periods for ordinary termination.

6.2 The right of both parties to terminate the contract without notice for good cause remains unaffected.

6.3 Upon termination of the contract, the Contractor shall immediately return or destroy, at the Client's option, all documents and other content provided to him. The assertion of a right of retention is excluded.



Electronic data must be completely deleted. Excluded from this are documents and data for which a longer statutory retention period exists, but only until the end of the respective retention period. Upon request, the Contractor must confirm the deletion in writing to the Client.

## 7. Confidentiality and Data Protection

7.1 The Contractor shall treat all information and processes relating to the contract that come to his knowledge strictly confidential. The Contractor undertakes to impose the obligation of confidentiality on all employees and / or third parties who have access to the information related to the contract. The confidentiality obligation applies for an appropriate period, which is to be specified in the contract or determined by mutual agreement between the parties.

7.2 The Contractor undertakes to comply with all data protection regulations - in particular the provisions of the General Data Protection Regulation (GDPR) and the Data Protection Act (DPA) - when executing the contract.

## 8. Electronic Communication

The parties agree that all communication, agreements, notifications, disclosures, and other information between them may be made electronically, in particular via email and by using the website. The parties acknowledge that the exchange of information electronically meets legal requirements and is legally binding. All documents, including invoices, can be submitted in digital form as PDF files. The parties are obliged to take the necessary measures to ensure the integrity, confidentiality, and availability of electronically transmitted information.

## 9. Final Provisions

9.1 Austrian law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

9.2 Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining GTC shall not be affected.

9.3 The Client shall support the Contractor in the performance of his contractual services by providing appropriate cooperation actions, as required. In particular, the Client shall provide the Contractor with the information and data necessary for the fulfillment of the contract.



9.4 If the Client is a merchant, legal entity under public law, or a special fund under public law, or does not have a general place of jurisdiction in Austria, the parties agree on the seat of the Contractor as the place of jurisdiction for all disputes arising from this contractual relationship; exclusive places of jurisdiction remain unaffected.

9.5 The Contractor is entitled to change these GTC for objectively justified reasons (e.g., changes in jurisprudence, legal situation, market conditions, or business or corporate strategy) and subject to an appropriate notice period. Existing customers will be notified of the change by email at least two weeks before the change takes effect. If the existing customer does not object within the deadline set in the change notification, their consent to the change is considered granted. If they object, the changes will not take effect; in this case, the Contractor is entitled to terminate the contract extraordinarily at the time the change takes effect.

The notification of the intended change to these GTC will indicate the deadline and the consequences of the objection or its absence.

