

GENERAL TERMS AND CONDITIONS

of Procurement for MuseumsQuartier Errichtungs- und BetriebsgesmbH

Last revised October 2022

1. GENERAL PROVISIONS

These General Terms and Conditions of MuseumsQuartier Errichtungs- und BetriebsgesmbH (hereinafter also referred to as "Client") are valid for an indefinite term. These General Terms and Conditions (hereinafter also referred to as "GTC") form the basis and apply to all contracts, agreements, orders, and other legal declarations between MQ E+B GesmbH as the Client and the respective contractor (hereinafter also referred to as "Contractor") in connection with services commissioned by the Client, in particular construction services and with materials or compounds ordered by the Contractor in connection with the performance of the services and/or provided by the Contractor in connection with the performance of services. These General Terms and Conditions comprise an integral part of each and every contractual relationship entered into between the Client and the Contractor within the scope of the foregoing.

As fundamental matter, the Client concludes the contractual relationships referred to above solely on the basis and subject to these GTC and informs the Contractor of validity of these GTC both before and after contract conclusion.

By confirming an order, or concluding a contract with the Client, the Contractor confirms that it has read, understood, and accepted these GTC. By concluding the contract, the Contractor accepts these GTC as an integral part of the contract and these GTC thus become legally binding for the parties.

Any GTCs that may have been submitted by the respective Contractor are not accepted, are expressly rejected, have no validity, and will likewise be rejected in the event of any

deviations from these GTC and are not valid on the basis of the Client's objection. In this context, it is totally irrelevant whether any general terms and conditions of the contractual partner are communicated in advance or at a later date.

They are deemed to be objected to on the part of the Client, even if such an objection is not expressly stated in any specific case. This principle applies likewise in the event of any contrary provisions contained in the Contractor's general terms and conditions.

Furthermore, these GTC shall also apply to all additional agreements, supplements, additions, or amendments made after conclusion of the contract. The version of the Client's GTC valid at the time of the conclusion of the contract shall be definitive.

Amendments to these GTC, or subsidiary agreements to these GTC, require the express written confirmation of the Client in order to be valid. If deviations from or subsidiary agreements to these GTC are expressly agreed in writing in any specific case, such deviations shall only apply to the specific transaction for which such express written agreement was made. These GTC of the Client shall continue to apply to all additional transactions with the respective contractual partner.

The Client reserves the right to change these GTC in future. The contractual partner will be informed of any such changes in writing including a statement that the Client will only perform contractually based on the new GTC and that such changes will be deemed to have been implicitly and expressly accepted by the Contractor upon conclusion of an additional contract. Accordingly, the amended GTC shall apply concurrently with the first contract concluded between the Contractor and the Client after the Client informed the Contractor of such changes.

2. PRICES/OFFERS

The prices contractually agreed between the Client and the Contractor shall apply. The foregoing notwithstanding, in the event that prices provided in the then-applicable price list of the Contractor, or prices contained in the Contractor's offer, exceed the prices contained in the respective agreement between the Contractor and the Client in error, the relevant lower prices according to the then-applicable price lists of the Contractor or the offer of the Contractor accepted by the Client shall apply.

Unless otherwise expressly agreed in writing, prices are always inclusive of all taxes, duties and ancillary costs including transport costs. Agreed prices or prices on which the contract is based shall be deemed to be fixed prices. Price escalation clauses, or similar clauses, are not accepted by the Client provided they have not been expressly negotiated.

Unless otherwise expressly agreed in writing between the Client and the Contractor, offers or cost estimates sent to the Client by the Contractor shall be binding and free of charge. The Contractor shall be bound by offers or cost estimates it submits for at least four weeks from receipt of the offer or cost estimate concerned by the Client.

Prices also include the respective statutory value added tax.

The Contractor may not offset claims against the Client against the purchase price without the Client's express written consent. The foregoing shall not apply to offsets by the Contractor based on claims that are legally connected to the Contractor's receivable from the order and that have already been finally determined by a court or have been expressly acknowledged by the Client.

3. PAYMENT TERMS

In the absence of any express written agreement to the contrary, the payment period for ordered merchandise and/or other items shall be 21 days from the date of acceptance of merchandise or other items

that are free of defects by the Client and receipt of an invoice. The price agreed in accordance with Clause 2 is thus due for payment 21 days after acceptance of merchandise or other items that are free of defects by the Client and receipt of an invoice.

The Client shall be entitled to a cash discount of 3% in the event of payment within 14 days of acceptance of merchandise or other items that are free of defects by the Client and receipt of the invoice.

In the event of expressly agreed payment in instalments, the Client shall still be entitled to such a discount for the instalments paid within the discount period, even if other instalments are not paid within the discount period or by the respective due date.

The Client shall be entitled to retain the entire outstanding payment in the event of delays in delivery, defects, or other legitimate complaints.

4. DEFAULT OF PAYMENT

In the event of any delay in payment, the Client shall pay interest on arrears in the amount of 5% from the respective due date. Interest on arrears provided for by law between entrepreneurs in accordance with section 456 of the Austrian Enterprise Code ("UGB") is expressly waived and reduced to the aforementioned 5%.

5. DELAY IN DELIVERY/NON-PERFORMANCE

Agreed-upon delivery deadlines for merchandise or other items shall be observed by the Contractor. Any damage incurred by the Client or a third party as a result of non-compliance with the respective schedule shall be borne in full by the Contractor.

Should it not be possible to procure and required purchased materials and services on time, or should it become apparent that the Contractor will not be able to meet agreed deadlines for other reasons, the Contractor shall notify the Client accordingly in writing without undue delay (obligation to mitigate damages).

The Contractor shall also notify the Client in writing without undue delay if delivery of the merchandise or other items is delayed for reasons that are not within the Contractor's control (force majeure, etc.).

The Contractor may only rely upon such an interruption in delivery for which the Contractor is not responsible from the time of its written notification to the Client. In such cases, agreed dates shall be postponed accordingly for the duration of the respective delay or interruption that is not within the Contractor's control.

The contracting parties are deemed to have agreed to a contractual penalty in the amount of 2% of the agreed price (pursuant to Clause 2) for the entire order per calendar day or part thereof in the event of a failure to comply with agreed delivery dates. Such penalty applies irrespective of fault and may not be reduced by the courts. The total amount of the penalty shall be capped at 10% of the agreed price (pursuant to Clause 2) for the entire order. This is without prejudice to any additional claims for damages on the part of the Client.

If the Contractor is more than 2 weeks in default of delivery or performance, the Client shall be entitled to continue to demand performance of the contract or to revoke the contract with immediate effect after setting a two-week grace period and the expiry of such period without result.

6. PLACE OF DELIVERY/TRANSPORTATION

The parties have agreed to the location of the Client's registered office as the place of delivery or performance for merchandise ordered by the Client.

In the absence of any express written agreement to the contrary, the Contractor shall bear transport costs and risks associated with the delivery of merchandise or other items that have been ordered.

7. PASSAGE OF RISK

Risk, in particular the risk of damage or loss, of unforeseeable circumstances or other changes

in ordered merchandise or other items, shall be borne by the Contractor until complete fulfilment of its contractual obligations.

In any event, risk, in particular the risk of damage or loss, of unforeseeable circumstances or other changes in ordered merchandise or other items, shall no pass to the Client until the merchandise or other items have been delivered to the Client, or to a third party designated by the Client, and have been accepted by the Client or a third party designated by the Client.

8. UNILATERAL CHANGES IN

PERFORMANCE Even after conclusion of the contract, the Client is entitled, if necessary, to purchase additional merchandise from the Contractor that are not included in the scope of delivery or supply of the Contractor and thus, in particular, to modify the scope of the supplied of merchandise and service and, in specific cases, the type of merchandise or services as well. The Contractor undertakes to deliver such additional merchandise and/or perform such additional services if the additional delivery and/or performance of services may reasonably be expected of the Contractor, the Contractor is adequately remunerated by the Client and the schedule, if any, is revised appropriately.

In any event, the Contractor shall accept objectively legitimate and reasonable changes to the Client's order if such changes do not result in a price or labour cost increase or price or labour cost reduction exceeding 5% of the order amount.

9. LOCAL CONDITIONS

Options for accessing the Client's premises in order to make deliveries of merchandise or other items shall be agreed with the Client in advance. Additional information about access options may be found under the <https://elpass.mqw.at/>.

The Contractor shall observe and comply with business hours and access policies (e.g. registration with the security service) in effect on Client's premises.

The Contractor, its employees and agents shall pay particular attention and care to the

furnishings, equipment, and facilities of the Client and those of other tenants/users on the premises. They must be appropriately protected against damage for the duration of the delivery and the Contractor shall be liable for any damage occurring in the course of delivering the merchandise or other items.

Properties or buildings not owned by the Client may only be used or entered for deliveries of merchandise if the Contractor enters into appropriate agreements with the owners concerned. Any such arrangements not give rise to any costs or any liability for the Client and the Contractor shall fully indemnify and hold the Client harmless with regard to all such arrangements.

10. GOODS INSPECTION

The Client is not obliged to subject the merchandise or other items delivered by the Contractor to an inspection.

The Client has no obligation to give notice of any defects, section 377 of the Austrian Enterprise Code ("UGB") is expressly waived.

The Client shall notify the Contractor within a reasonable period, but no longer than four weeks in any event, of the discovery of any material defects and/or defects of title in merchandise delivered by the Contractor or in the other items delivered by the Contractor, including without limitation, defects with regard to the completeness, integrity and functionality of the merchandise or other items concerned.

11. WARRANTY/LIABILITY

Applicable statutory provisions relating to warranty and compensation shall apply in addition to the provisions of these General Terms and Conditions to orders placed by the Client for merchandise or other items.

Exclusions of liability of the Contractor of any kind, in particular exclusions of warranty claims of the Client or damages, are expressly rejected by the Client and are ineffective unless they have been expressly negotiated in detail in writing.

Should the merchandise or other items

delivered by the Contractor have material and/or legal defects, the Client shall be free to choose between the warranty remedies of exchange, repair, price reduction or conversion regardless of the scope and severity of the defect concerned.

In the event that the Client demands the repair or replacement of the defective merchandise or other items, the Client shall be entitled to retain the entire payment until the defect has been completely cured or until the merchandise or other items have been completely replaced with non-defective merchandise or non-defective items.

Other deviations from otherwise applicable statutory provisions with regard to damages or warranty, such as changes in the allocation of the burden of proof, shortening of deadlines and the like, shall require the express written consent of the Client in each specific case in order to be effective.

Any exclusion of a recourse claim on the part of the Client pursuant to section 12 of the Product Liability Act ("PHG"), as amended, is rejected.

12. CONTRACT RESCISSION

If, in the event of a delay in delivery or performance on the part of the Contractor, the Client rescinds the contract after providing a grace period of two weeks and the expiry of such grace period without results, the Contractor shall refund to the Client in full, without deduction, any remuneration already paid by the Client within a reasonable period, but in no later than 14 days in any event.

13. DATA PROTECTION AND CONFIDENTIALITY

The Contractor expressly agrees that the Client may collect, automatically process, and use all contractual and personal data disclosed to the Client by the Contractor in the course of performance of the contract to the extent permitted within the scope of the Data Protection Act.

Data related to the contract shall only be retained for as long as is strictly necessary for the purposes for which they were

collected or processed. In addition, the Client is entitled to disclose such data retained by it to authorities, public bodies, contractual partners, and parties' legal representatives.

The contracting parties mutually undertake to treat as strictly confidential all business secrets and confidential information of the other contracting party of which they become aware, directly, or indirectly, in the course of performance of the contract and shall not disclose such information to third parties, exploit such information or use such information without the prior written consent of the party concerned. This applies to all business secrets and confidential information of the other contracting party, in particular information concerning managing directors or other executives, concerning employees, concerning sources of supply, customers and other contractual partners, concerning contract conclusions and conditions, concerning economic, technical, operational, fiscal and personal data/master data, concerning business papers and business plans of all kinds as well as concerning internal operational matters.

The preceding duty of confidentiality shall also extend to automatically processed data and their transmission within the meaning of section 6 of the Data Protection Act as amended.

The preceding duty of confidentiality shall not apply if (i) the confidential information has been previously disclosed without the other party's involvement, the other party has consented to the disclosure expressly and in writing or (ii) there is an obligation to disclose the confidential information and/or the trade secret by order of a court, order of a governmental authority or applicable law. The contracting parties shall take all reasonable and appropriate precautions to ensure confidentiality. Confidential information will only be disclosed to those employees or other third parties who are required to receive it by virtue of their duties related to the performance of the contract.

The preceding non-disclosure obligations

of the contractual partners shall survive the termination of the contractual relationship. The contracting parties are thus obliged to maintain the confidentiality of trade or business secrets even after performance and termination of the contract.

14. FINAL PROVISIONS

There are no verbal ancillary agreements to this contract. Amendments and supplements to the contract must be made in writing. This also applies to any waiver of this written form requirement.

The invalidity or ineffectiveness of any specific contractual provision shall not affect the validity of the contract as a whole. Void or ineffective contractual provisions shall be replaced by lawful and effective contractual provisions that come as close as possible to achieving the purpose and economic substance of the invalid contractual provisions concerned. The same applies accordingly to the supplementary interpretation of the contract due to any unintentional loopholes in the contract between MQ E+B GesmbH and the contractual partner including these General Terms and Conditions.

The parties have agreed to the exclusive jurisdiction of the competent court for 1070 Vienna for all disputes arising under and in connection with this contract. These General Terms and Conditions are subject to Austrian law to the exclusion of conflicts of laws principles that refer to foreign law and the United Nations Convention on Contracts for the International Sale of Goods.

The terms and conditions and the purchase agreement are written in German, with the contracting parties also receiving an English translation. Solely the German version of the purchase agreement will be signed. In the event of differences of interpretation and/or disputes, the German-language version shall take precedence over the English-language version.

The preceding General Terms and

Conditions shall only apply to consumer transactions within the meaning of the Consumer Protection Act ("KSchG") to the extent that they do not contradict any non-waivable provisions of the Consumer Protection Act.