



# General Terms and Conditions

Friedreich Gastgeberberatung e.U., hereafter referred to as Friedreich, concludes contracts solely on the basis of the following general terms and conditions. By issuing the contract by the client, the terms and conditions of Friedreich apply as agreed with the client.

## 1. Overall clauses

- 1.1 In each case, the version of the General Terms and Conditions valid at the time of the conclusion of the contract is dispositive.
- 1.2 Verbally agreed changes, additions to the concluded contract or ancillary agreements that change the scope of the contractual services, or these terms and conditions are only effective if they have been confirmed by Friedreich in writing, or by e-mail or fax.
- 1.3 Changes or deviations of particular contractual services from the agreed content of the contract and the fee for it, which become necessary after the conclusion of the contract, are permitted, as far as the changes or deviations are not substantial and do not affect overall arrangement of the agreed contractual services.
- 1.4 These general terms and conditions also apply to all future contractual relationships, and thus even if this is not explicitly stated in supplementary contracts.
- 1.5 Contradictory general terms and conditions of the client are invalid, unless they are explicitly acknowledged by Friedreich in writing.
- 1.6 If particular clauses of these terms and conditions become invalid, this shall not affect the validity of the remaining clauses and the contracts concluded on the basis thereof. In place of the invalid clause, a provision shall be agreed which comes closest to the economic purpose of the parties.

## 2. Ensuring independence

- 2.1 The clients commit to mutual loyalty.
- 2.2 The clients mutually undertake to take all appropriate precautions to prevent the threat to the independence of the commissioned third parties and employees of Friedreich. This applies in particular to offers of the client on employment or the assumption of orders on it's own account.

## 3. Conclusion of contract / Scope of services and service provision

- 3.1 Contracts between Friedreich and the client come only into effect with the explicit, written consent by Friedreich.
- 3.2 Cost estimates and quotations from Friedreich are subject to change and are non-binding. The cost estimate serves as a first point of reference. In the second step, a cost estimate will be provided after written confirmation by the client. Since Friedreich always prepares cost estimates with the utmost care and already thinks through all phases and detailed service content, an expense allowance in the amount of one daily rate will be charged for a concrete cost estimate. In the event of a contract being signed, the amount paid will be credited to the final invoice.
- 3.3 The scope of the contractual service obligation results solely from the service description of Friedreich and / or the information in the contract confirmation.



- 3.4 Friedreich is entitled to have all or part of its duties performed by third parties.
- 3.5 Changes to or deviations from individual contractual services from the agreed content of the contract that become necessary after conclusion of the contract are permitted, provided that the changes or deviations are not significant and do not affect the overall nature of the agreed contractual services, but not the fee.
- 3.6 All services of Friedreich are to be checked and approved by the client within three days. In case of not timely approval they are considered as approved by the client.
- 3.7 Unless otherwise agreed written, the agreed fee includes one correction loop. Additional correction loops have to be charged additionally.
- 3.8 Concepts, budgets and all documents which are provided to the Client shall be sent exclusively as PDF files, unless otherwise agreed, so that the content cannot be changed by the Client.

#### 4. Deadlines

- 4.1 Deadlines and date arrangements must be recorded and confirmed in writing. Friedreich strives to meet the agreed deadlines.
- 4.2 In any inevitable or unpredictable event, Friedreich is absolved from keeping the agreed deadline. The same applies if the customer is in default with its obligations required for the execution of the contract (for example provision of documents or information). In this case, the agreed date will be postponed at least to the extent of the delay.

#### 5. Duty to provide clarification (by the client) / Declaration of completeness

- 5.1 The client shall ensure that the organizational work conditions enable the smoothest possible progress of the advisory process at his place of business.
- 5.2 The client will inform Friedreich in detail about previous and / or ongoing consultations - also in other fields.
- 5.3 The client shall ensure that all documents required for the fulfillment and execution of the consulting contract are presented to Friedreich in a timely manner and that it is informed of all events and circumstances that are of importance for the execution of the consulting contract. This also applies to all documents, processes and circumstances that become known during the activity of the consultant.
- 5.4 The client shall ensure that his employees are informed about the consulting and activities of Friedreich in advance of the beginning and that they support, assist and provide Friedreich with all necessary information.

#### 6. Reporting / Reporting obligation

- 6.1 Friedreich undertakes to report on its work, that of its employees and, if applicable, also of the commissioned third parties on the work progress to the client.
- 6.2 The final report will be given to the client in reasonable time, viz. two to four weeks, depending on the type of consulting after completion of the contract.
- 6.3 Friedreich is free from any instructions in the production of the agreed work, acts at its own discretion and on its own responsibility. It is not bound to any specific place of work or working hours.

#### 7. Confidentiality / Privacy

- 7.1 Friedreich commits to unconditional silence on all business matters that come to its knowledge, in particular business and trade secrets, as well as any information it receives about the type, scope of operations and practical activities of the client.



- 7.2 Furthermore, Friedreich undertakes to maintain confidentiality with respect to the entire content of the work as well as all information and circumstances received in connection with the production of the work, especially to the data of clients from the client towards third parties.
- 7.3 Friedreich is released from the duty of confidentiality towards any assistants and deputies whom it makes use of. It has the obligation to fully transfer the duty of confidentiality to them and is liable for their breach of the confidentiality obligation as for their own violation.
- 7.4 The obligation of confidentiality lasts unlimited even beyond the end of this contractual relationship. Exceptions exist in the case of statutory statements.
- 7.5 Friedreich is entitled to process personal data entrusted to it within the scope of the contractual purpose. The client assures Friedreich that all necessary measures have been taken, in particular those in the sense of the Data Protection Act/General Data Protection Regulations, such as the consent of the persons concerned.

## 8. Rights of Use / Protection of Intellectual Property

- 8.1 All rights of use to the creative services remain - unless otherwise agreed in writing - at Friedreich. The client is not entitled to use these - in whatever form - beyond the agreed scope of services. In particular, the client is not entitled to resell and pass on creative services from Friedreich.
- 8.2 The violation of these clauses by the client entitles Friedreich to terminate the contractual relationship immediately and assert other statutory claims.
- 8.3 The copyrights to the works created by Friedreich, its employees and commissioned third parties (f.e. offers, reports, analyzes, expert reports, organization plans, programs, performance descriptions, drafts, calculations, drawings, media data, etc.) remain with Friedreich. They may only be used by the client during and after termination of the contractual relationship for purposes covered by the contract. The client is not entitled to reproduce and / or distribute the work (the works) without the explicit consent of Friedreich. Under no circumstances will an unjustified duplication / dissemination of the work incur any liability of Friedreich - in particular for the accuracy of the work – towards third parties.

## 9. Warranty

- 9.1 The services of Friedreich are to be checked by the client immediately after delivery or completion and any identified deficiencies must be reported in detail to Friedreich in writing.
- 9.2 This entitlement of the client expires after six months after the performance of the respective service.

## 10. Liability / Insurance

- 10.1 Friedreich is committed to the conscientious preparation, careful selection and monitoring of the service providers according to the due diligence requirements of a proper entrepreneur.
- 10.2 Friedreich shall not be liable to the client for damages due to slight negligence, except for personal injury. This also applies mutatis mutandis to damages caused by third parties used by Friedreich.
- 10.3 Claims for compensation by the client may 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 after the event giving rise to the claim.
- 10.4 The client has to prove that the damage is due to a fault of Friedreich.
- 10.5 As far as Friedreich is entitled to claim damages against third parties in connection with the execution of the contract, Friedreich shall assign such compensation claims to the client, if he

accepts the assignment of such future claims. In such case, the client has no further claims against Friedreich. The customer is entitled to enforce such claims at his own expense.

- 10.6 Friedreich offers to conclude a sufficient event liability insurance for possible events. In any case, the costs of such insurance will be charged to the client.

## 11. Fee / Electronic accounting

- 11.1 All prices are net without Austrian VAT.
- 11.2 The stated fees include general additional costs. A daily rate is calculated as eight hours.
- 11.3 Additional services and fee-based tastings/product examples will be calculated and billed separately after written confirmation.
- 11.4 The contractor reserves the right to bill appointments that were cancelled by the client less than 24 hours in advance.
- 11.5 In each case, the fee according to the contract between the client and Friedreich shall be due after completion of the agreed work with invoicing by Friedreich.
- 11.6 Incurring cash expenses, fees, travel expenses (travel costs for flights of 5 hours or more flight time: business class, for train journeys: first class, hotel accommodation: 4-star category or higher), etc. by Friedreich shall be additionally reimbursed by the client. Travel time is considered working time and is charged at 50% of the agreed hourly rate.
- 11.7 Services not provided in the offer, which are executed at the request of the client, additional expenses due to incorrect information provided by the client, involuntary transport delays, delays caused by improper or unprofessional services of third parties, unless they are proxys of Friedreich, will be additionally charged to the client according to the current remuneration rates of Friedreich.
- 11.8 In the case of contracts for an indefinite period of time and in the case of contracts with automatic extension of the term of the contract, Friedreich is entitled to make an appropriate price adjustment taking into account factors such as inflation, consumer and producer price indexes, collective bargaining agreements, currency fluctuations, and similar external factors over which Friedreich has no control. Friedreich is also otherwise entitled to make an appropriate price adjustment for individual services after conclusion of the contract if the costs of these services increase by more than 5% without Friedreich being able to influence this.
- 11.9 Friedreich is entitled to submit invoices to the customer in electronic form as well. The client explicitly agrees to the receipt of invoices in electronic form by Friedreich.
- 11.10 Friedreich may charge a "handling fee" of 10% on the net amount for the processing of orders with third parties whose costs are passed on directly to the customer.

## 12. Payment / Default / Retention of Title

- 12.1 Friedreich is entitled to invoice each individual service immediately after the service has been provided. Unless otherwise agreed, invoiced amounts are due for payment upon invoicing.
- 12.2 Furthermore, Friedreich is entitled to submit interim invoices in accordance with the work progress and to demand corresponding payments on account according to the work progress. In addition, Friedreich is entitled to demand advances to cover its expenses: 50% of the agreed remuneration upon conclusion of the contract.
- 12.3 In case of late payment a default interest of 10% p.a. as agreed.
- 12.4 In the event of default of payment by the customer, Friedreich may immediately make due all services and partial services rendered within all contracts concluded with the client.
- 12.5 Deductions of any kind are excluded.



- 12.6 All deliveries and services remain the property of Friedreich until full payment.
- 12.7 Any transfer charges for money transfers from abroad will be charged to the customer.

### 13. Duration of the contract

- 13.1 This contract ends with the completion of the project.
- 13.2 Nevertheless, the contract can be resolved at any time for important reasons from each side without observing a notice period. An important reason in particular is to be considered:
- if a contracting party violates substantial contractual obligations or
  - if a contracting party is in default of payment after opening insolvency proceedings or
  - if legitimate concerns regarding the creditworthiness of the contracting party, over which no insolvency proceedings have been opened, exist and he does not make advance payments at the request of Friedreich, nor does he provide suitable financial guarantee before the performance of Friedreich and the poor financial circumstances were unknown to the other contracting party upon conclusion of the contract.

### 14. Cancellation conditions

- 14.1 Should the execution of the agreed work be omitted due to reasons attributable to the client (apart from a cancellation by the client, see items 14.2 and 14.3), or due to a legitimate premature termination of Friedreich, Friedreich shall be entitled to claim the payment of the agreed fee less expenses saved. If an hourly fee is agreed, the fee is to be paid for the number of hours expected for the entire agreed work less the expenses saved. The saved expenses are calculated on a flat-rate basis with 30 percent of the fee for those services which Friedreich has not provided by the date of the termination of the contract and considered as agreed.
- 14.2 In case of written cancellation after the award of contract up to half of the project planning period agreed in writing: 50% of the fee.
- 14.3 In case of written cancellation after the award of contract from half of the project planning period up to 14 days before the end of the project period agreed in writing: 70% of the fee.
- 14.4 In case of written cancellation after the award of contract 14 days before the end of the project period agreed in writing: 100% of the fee.
- 14.5 In the case of third-party services booked by Friedreich, the cancellation conditions of the respective third-party provider apply. The cancellation conditions of the third party are subject to the content control of Friedreich. Any vanities in terms and conditions or cancellation conditions of third parties have no influence on the validity of the terms and conditions of Friedreich.
- 14.6 If the project must be cancelled due to a health crisis, such as a pandemic (including the Covid-19-Crisis), services rendered to date will be billed on an aliquot basis.

### 15. Final Clauses & Mediation

- 15.1 The contracting parties confirm that they have faithfully and truthfully provided all information in the contract and undertake to announce mutually any changes immediately.
- 15.2 In the event of disputes arising from this Agreement, which cannot be resolved by mutual agreement, the Parties agree on the out-of-court settlement of the conflict, to bring in registered Mediators (Civil Mediatry) with the focus on Business Mediation from the list of the Austrian Ministry of Justice. If no agreement on the selection of economic mediators or content can be reached, no legal action will be taken at the earliest one month after the failure of the negotiations.



15.3 If mediation has not been concluded or terminated, Austrian law shall apply in any litigation initiated. All necessary expenses incurred as a result of prior mediation, in particular those for a legal adviser, may be asserted in a court or arbitration proceeding as "pre-litigation costs".

16. **Place of jurisdiction / Choice of law**

16.1 The application of Austrian law is considered as agreed. Place of fulfillment is the business premise of Friedreich. For disputes arising from this contract, in case of proceedings at district-court level, the District Court of the Viennese district Döbling or in the case of regional-court level the Regional Court of Vienna Regional Court is responsible.

16.2 The application of the UN Sales Law is explicitly excluded.