

1 Contract terms

1. Proposal:

The services rendered by Denkstatt are exclusively based on these General Contract Terms. Other General Business Conditions of the contractor will be honored provided that they are confirmed in writing by Denkstatt.

Once a written proposal from Denkstatt becomes available, all provisions stated in this proposal take priority in reference to the General Contract Terms.

2. Acceptance of order:

The acceptance of a proposal will only be taken into account if the contractor duly issues an order drawn in accordance with the terms of the proposal.

3. Fees/ Allowances:

Fees and allowances will be calculated in EURO plus VAT.

4. Service performance:

Any obstructions of the business which are non-imputable to Denkstatt, especially the cases of superior force, will bring about a prolonging of the agreed performance deadline for the entire duration of the obstruction. In case the prolonging of the performance deadline exceeds more than 6 weeks, Denkstatt and the contractor will have the right to withdraw from the contract. Denkstatt is liable for damages caused by delay only in case of blunt negligence or premeditated cause of delay.

5. Terms of payment/ allowances:

An agreed fixed fee is to be understood without VAT/ turnover tax and without exclusive expenses. Any other expenses (especially for transport, meals, accommodation) will be covered by the contractor and are to be invoiced separately.

All issued invoices fall due for payment within 14 days past invoice date. Payments are to be used for the acquaintance of the first due liabilities. For payments done after the due date of the invoices, default interests of 2% over the actual bank rate will be charged.

If one of the due requirements is not to be compensated even after overdue notices and is exceeding an additional respite of two weeks, all Denkstatt's requirements regarding the business relationship with the contractor fall due immediately. In that case, Denkstatt will be entitled to perform further services only by asking payments in advance or by asking for an acceptable security amount. Furthermore, Denkstatt is entitled to step out from all the contracts regarding not yet rendered services after the termination of a period of grace consisting of 5 weeks set by Denkstatt. Denkstatt is also entitled to step out, even if on the contractor's asset liquidation or bankruptcy proceedings are initiated or even if the initiation of these proceedings is denied. In case Denkstatt accepts bills or checks, this will only be for defrayal, free of expense and without any discounts.

Compensations and retentions on account of counterclaims of the contractor are admissible only as far as counterclaims are determined to be legally valid and indisputable.

6. Procurement/ Contract arrangement:

All services are rendered by Denkstatt in collaboration with the contractor. All discussions led with the contractor will be drawn by Denkstatt into minutes bearing the form of contact reports. These minutes will act as binding work documents, providing that the contractor does not raise any objections to them within 3 days from having received them.

In these minutes, there will be included especially those workings/ services which need the approval of the contractor, and those that have already been approved by the contractor. The services stipulated in the contract are to be rendered by Denkstatt, whereas the citation of a third party by Denkstatt is admissible.

In case the assignments, the workings, the plans or others as such are being modified or cancelled out of reasons depending on

the contractor, he will compensate all costs to Denkstatt, including any potential commissions and fees and he will exempt Denkstatt from any bindings to a third party. This also applies analogously in case of termination of the contract.

In case the services cannot be rendered out of reasons that depend neither on Denkstatt, nor on the contractor, Denkstatt is nevertheless entitled to charge the contractor for the services that have been rendered so far.

7. Secrecy/ Confidentiality:

Denkstatt will keep the secret on the information that it has come to have access to due to the contract signed with the contractor, not only during the running period of the contract, but also after the contract has expired. Denkstatt is liable for this secrecy obligation to be also kept by all persons, especially service users and associates who have come to have access to such information due to their activity within Denkstatt.

8. Liability:

Denkstatt commits to rendering all the given assignments with professional care, according to its best knowledge and following the generally acknowledged principles of its branch.

Denkstatt's liability for any injuries brought to foreign law occurs only in cases when Denkstatt acts deliberately or bluntly negligent.

9. Trade mark rights:

The contractor acquires no rights upon suggestions, ideas, drafts/ concepts and designing proposals as long as these are used by Denkstatt in its activities. All rights are in this respect reserved to Denkstatt.

10. Place of jurisdiction/ competent court:

The exclusive competent court for all disputes generated within contracts signed between Denkstatt and the contractor, relying on this present proposal is the qualified court in Vienna.

11. Contract copies:

Contracts are to be drawn in two samples out of which one goes to Denkstatt and one goes to the contractor.

12. Fees/ charges:

All fees related to the ending of the contract are to be covered by the contractor.

13. Modifications/ alterations:

All arrangements varying from these contract terms must be in writing. The requirements of the written form are to be renounced at in writing.

14. Ineffective provisions:

Any separate provisions within these General Terms that are ineffective will not affect the effectiveness of the rest of the General Contract Terms. The ineffective provisions will be replaced with effective regulations that follow the commercial/ economical interest of Denkstatt, resp. of the contractor.

Vienna, 19th August 2008