

## GENERAL TERMS AND CONDITIONS – All that is right

### 1. SUBJECT MATTER OF THE CONTRACT

- 1.1. Meindl Cavar Concepts, SCHÖNSTIL GMBH is a limited liability company. The company is hereinafter referred to as "Meindl Cavar Concepts".
- 1.2. Clients are all those companies or persons who conclude a contract with Meindl Cavar Concepts on the basis of the present General Terms and Conditions ("GTC"), hereinafter referred to as "Client".
- 1.3. These GTC shall form an integral part of every contract concluded by Meindl Cavar Concepts. This shall apply irrespective of any references by the Client to its own general terms and conditions or other own terms and conditions, which shall have no legal effect whatsoever, even if Meindl Cavar Concepts does not expressly object to their inclusion.
- 1.4. The mutual rights and obligations result from the following documents in the order stated:
  - (i) Offer of Meindl Cavar Concepts
  - (ii) These GTC
- 1.5. Contracts between the Client and Meindl Cavar Concepts (hereinafter also referred to as "**Orders**" or "**Order**") shall be concluded as soon as the Client accepts the offer submitted by Meindl Cavar Concepts. The acceptance of the offer (hereinafter also "**Order Confirmation**") by the Client shall - unless otherwise agreed - be made in writing (e-mail is sufficient).

### 2. REMUNERATION

- 2.1. The preparation of drafts and concepts and all other activities, such as sketches, which are performed by Meindl Cavar Concepts for the Client shall be subject to a fee, unless expressly agreed otherwise.
- 2.2. Remuneration shall be based on the hourly rate agreed with Meindl Cavar Concepts, unless otherwise agreed.
- 2.3. The prices set out in the offers are net prices (without VAT).

### 3. DUE DATE FOR PAYMENT OF FEES

- 3.1. Meindl Cavar Concepts shall be entitled to demand a down payment ("*Anzahlung*") when the Order is placed. The down payment shall be 50% of the Order volume. The down payment shall be due within 5 working days from receipt of the down payment invoice. Only after receipt of the down payment, the performance of the service will be started. In the event of late payment by the Client, Meindl Cavar Concepts shall no longer be bound by agreed delivery dates and/or deadlines.
- 3.2. Meindl Cavar Concepts reserves the right to demand up to 80 percent of the total remuneration as a down payment when the Order is issued. This shall apply in particular if merchandise ("*Handelsware*") is purchased and invoiced by Meindl Cavar Concepts.
- 3.3. Meindl Cavar Concepts reserves the right to issue invoices only for parts of the rendered services, if the ordered services are accepted in parts. The term of payment for the down payment, partial payment and final payment shall be 5 working days from receipt of the respective invoice.

3.4. In the event that the Client's payment is delayed, Meindl Cavar Concepts shall be entitled to charge default interest at the statutory rate. Any dunning and collection costs incurred, in particular those of a collection agency, shall be invoiced separately to the Client.

#### 4. DELIVERY, ASSEMBLY, COMPLETION AND ACCEPTANCE DATES

- 4.1. The dates and deadlines relevant to the Order shall be agreed between Meindl Cavar Concepts and the Client in due time, unless they are already stipulated in Meindl Cavar Concepts offer.
- 4.2. Agreed deadlines shall not start to run until the concrete execution of the contract has been agreed upon with Meindl Cavar Concepts in all details and planning-relevant documents are made available. A subsequent change of the Order shall, as far as it is not a mere limitation of the scope of services, interrupt agreed deadlines which shall start to run again. Agreed deadlines shall be postponed accordingly. Meindl Cavar Concepts reserves the right to make partial deliveries and to invoice these separately and immediately.
- 4.3. Deliveries by Meindl Cavar Concepts (in particular merchandise) and other services shall in particular also be deemed accepted if the Client has used the deliveries and services in any way or has paid the invoice in full.
- 4.4. If the execution of the Order is delayed for reasons which are not under Meindl Cavar Concepts control, Meindl Cavar Concepts shall be entitled to demand a reasonable increase of the remuneration. Meindl Cavar Concepts right to assert further claims for damages shall remain unaffected thereby.
- 4.5. In the event of delay of acceptance by the Client, the risk, in particular for impairments of the object of delivery or performance (e.g. accidental loss of merchandise) shall also pass to the Client (transfer of risk). In addition, the liability of Meindl Cavar Concepts in the event of delay of acceptance by the Client is expressly limited to gross negligence and only in accordance with these GTC.

#### 5. SPECIAL SERVICES AND TRAVEL EXPENSES

- 5.1. Additional services which have not been agreed upon and which are not included in the accepted offer, such as in particular the reworking or modification of drafts, sketches and floor plans at the request of the Client, shall be charged separately on a time basis at the agreed hourly rate.
- 5.2. For travel to be undertaken in connection with the subject matter of the contract, Meindl Cavar Concepts shall charge any costs and expenses, such as in particular for travel, transport, accommodation and meals, according to actual occurrence.
- 5.3. Travel to and from appointments, as well as other travel time in connection with the Order, are also time of the rendered services and shall be charged at the agreed hourly rate. The provision of services on Saturdays, Sundays or public holidays shall entitle Meindl Cavar Concepts to charge additional costs. This also applies to the provision of services during the night.

## 6. COPYRIGHT AND RIGHTS OF USE

- 6.1. All work results created by Meindl Cavar Concepts, such as, in particular, design concepts including those from presentations (e.g. suggestions, ideas, methods, models, procedures, approaches, sketches, samples, preliminary drafts, final drawings, concepts, technical documents, catalogues, illustrations and/or the like) are subject to copyright law and are protected by copyright. They are exclusively intended for the Client and shall remain the exclusive intellectual property of Meindl Cavar Concepts until full payment has been made.
- 6.2. The work results such as, in particular, drafts and concepts of Meindl Cavar Concepts may not be modified and/or reproduced, neither in the original nor in any reproduction or in any other way, without the express consent of Meindl Cavar Concepts. Any violation of this provision shall entitle Meindl Cavar Concepts to demand a contractual penalty in the amount of twice the agreed remuneration. Meindl Cavar Concepts right to claim damages exceeding said amount shall remain unaffected.
- 6.3. Meindl Cavar Concepts transfers to the Client the non-exclusive, non-transferable license ("Nutzungsbewilligung") to use the contractual work results, which is limited in time, place and content to the subject matter of the contract. The use of the work results beyond the agreed initial use under the contract (e.g. the practical implementation of a design or concept in areas other than those agreed) is not permitted. In this case, Meindl Cavar Concepts shall have a new claim for remuneration. Furthermore, a transfer of the license to third parties requires the prior written consent and, if necessary, naming of Meindl Cavar Concepts.
- 6.4. The Client guarantees that all documents (e.g. plans, templates, etc.) provided by the Client to Meindl Cavar Concepts are free of third party rights, in particular free of property rights which could restrict or exclude the contractual use of these handed-over documents. If claims are asserted against Meindl Cavar Concepts due to the alleged infringement of third party rights, the Client shall fully indemnify and hold Meindl Cavar Concepts harmless.
- 6.5. Meindl Cavar Concepts shall be entitled to photograph and have photographed the implemented work results (e.g. the structural implementation and completion of a design concept, plan, etc.), irrespective of whether the implementation was carried out in cooperation with Meindl Cavar Concepts or by third parties, as well as to use these photographs without any restrictions as to time, place and content, in particular, however, for marketing purposes. In addition, Meindl Cavar Concepts has the exclusive right to use all work results, regardless of whether they were implemented or not, as a reference and reference project without any restrictions in terms of time, place and content.

## 7. RESERVATION OF TITLE (*EIGENTUMSVORBEHALT*)

- 7.1. Meindl Cavar Concepts grants the license (Nutzungsbewilligung) to use all work results in accordance with these GTC. This license shall not pass to the Client until the agreed remuneration has been paid in full.
- 7.2. All deliveries of merchandise shall remain the property of Meindl Cavar Concepts until they have been paid for in full.

## 8. LIABILITY AND WARRANTY

- 8.1. Meindl Cavar Concepts shall be liable to the Client only up to the amount of the Order value specified and agreed in the offer. Any liability beyond this amount is excluded. Liability for slight negligence is excluded entirely.
- 8.2. The services rendered by Meindl Cavar Concepts (in particular planning services) are based on documents and information provided by the Client. Meindl Cavar Concepts shall not be liable for errors and changes resulting from incorrect or incomplete information provided by the Client. Meindl Cavar Concepts is furthermore not obligated to check the documents submitted by the Client (e.g. floor plans, ...). In particular, Meindl Cavar Concepts shall not be liable for the legal admissibility and/or the acceptance under building law of the services and work results provided by Meindl Cavar Concepts (e.g. floor plans).
- 8.3. The warranty period shall be - in the business to business sector - 6 months. Complaints about any defects must be made to Meindl Cavar Concepts in writing within a reasonable period of time in the business to business sector, however, at the latest within seven days after acceptance, and must be accompanied by appropriate photographic documentation. A violation of this obligation to give notice of defects leads to the complete loss of the warranty right.

## 9. CONCLUDING PROVISIONS, PLACE OF JURISDICTION

- 9.1. Place of performance shall be Vienna.
- 9.2. Should individual provisions of this contract be invalid or impossible in whole or in part, the validity of the remainder of this contract shall not be affected thereby. In this case, the contracting parties undertake to replace the wholly or partially invalid or impossible provision by a valid or possible provision which comes closest to the purpose of the provision to be replaced - with regard to the overall contract- and comes closest to the will of the contracting parties at the time of the conclusion of the contract.
- 9.3. The agreement, the obligatory relationship hereby established and all contractual and non-contractual claims in connection therewith shall be governed by Austrian law, excluding the excludable provisions of international private law and of the UN Convention on Contracts for the International Sale of Goods. This also applies to the conclusion of the contract. For all disputes in connection with the contractual obligation, the exclusive jurisdiction of the competent court for 1010 Vienna is agreed.
- 9.4. In the event of a dispute, Meindl Cavar Concepts shall be entitled to withhold deliveries and services or to discontinue its deliveries and/or services.
- 9.5. In the business to business sector, the contestation of this contract due to error by the Client shall be excluded.

Vienna, September 2023