

General Terms and Conditions of BIOENERGY 2020+ GmbH

1 Scope of application of the GTC

1.1 The present General Terms and Conditions (hereinafter referred to as the "GTC") shall apply for any and all legal transactions involving BIOENERGY 2020+ GmbH (hereinafter referred to as "BE2020+").

1.2 The present GTC shall apply for legal transactions with a single business partner (hereinafter referred to as the "Customer") and, by analogy, for legal transactions with several business partners. Any deviation from the present GTC, in particular the Customer's terms and provisions, shall apply only if confirmed in writing by BE2020+.

2 Offer

2.1 Any offers of BE2020+ are non-binding.

2.2 Any and all offer and pre-project documents are confidential and may neither be reproduced nor disclosed to third parties without the consent of BE2020+. If no agreement is concluded, such documents may be reclaimed at any time, and any further use of the offer by the Customer is excluded.

3 Agreement and conclusion of agreements

3.1 In principle, agreements shall be drawn up in writing. Oral agreements are not legally binding.

3.2 The contractual language is German; in the case of agreements drawn up in several languages, the German version shall be the only legally valid version.

3.3 An agreement shall be deemed concluded

- a) when BE2020+ receives an order and sends a written order confirmation to the Customer, or
- b) when BE2020+ executes the service defined in the order (conclusive action), or
- c) when a professional agreement between BE2020+ and the Customer is drawn up.

4 Right of rescission

4.1 Unless a more specific regulation has been agreed, the Customer is entitled to rescind the agreement in the case of a delay in delivery caused by gross negligence on the part of BE2020+ and the unsuccessful expiration of an appropriate grace period set of no less than 30 days. The rescission shall be declared by registered letter.

4.2 Notwithstanding its other rights, BE2020+ has the right to rescind the agreement:

- a) if the execution of the delivery and/or the commencement or continuation of the service provision is impossible or delayed despite the setting of a grace period of no less than 30 days for reasons imputable to the Customer,
- b) if payments are overdue without justification for a period of 4 weeks, or if execution proceedings are initiated against the Customer and the Customer refuses to make an advance payment or provide a bank guarantee of a domestic bank prior to delivery as requested by BE2020+.

4.3 An agreement may also be rescinded with respect to an outstanding part of the delivery or service for the reasons specified above.

4.4 If insolvency proceedings are initiated over the assets of one of the contractual parties, or if a claim for the initiation of such proceedings is dismissed for lack of assets, the other contractual party is entitled to rescind the agreement without setting a grace period.

4.5 In the case of a rescission of the agreement, and notwithstanding the claims for damages of BE2020+ including any extrajudicial recovery costs, any services or partial services already provided shall be settled and paid in accordance with the agreement. This applies even if the delivery or service has not yet been accepted by the Customer and for any preparatory acts carried out by BE2020+. BE2020+ is furthermore entitled to demand the return of any deliveries made.

5 Prices

5.1 All the prices are indicated in EURO excluding VAT. They apply only for the respective project.

5.2 All the prices are indicated ex place of performance. The costs of data carriers transport costs for deliveries, and contractual fees, if any, are charged separately to the Customer.

5.3 Travel expenses, daily and overnight allowances are charged separately to the Customer at the applicable rates. Travel times are considered as working time.

6 Delivery and place of performance

6.1 The period of delivery for the respective project commences at the latest of the following dates:

- a) the date of the order confirmation of BE2020+,
- b) the date of fulfilment of all technical, commercial and other requirements to be fulfilled by the Customer,
- c) the date of receipt by BE2020+ of a down payment or collateral to be provided by the Customer.

6.2 Unless otherwise agreed, the place of performance for the respective project is the registered office of BE2020+; if a service is provided by BE2020+ outside the registered office or in several locations, the location of BE2020+ at which the majority of the service is provided is deemed to be agreed as place of performance.

7 Payment

7.1 Unless other payment terms are agreed, 1/3 of the price becomes due and payable upon conclusion of the agreement (see Clause 3), 1/3 after the first half of the delivery period, and the rest upon delivery. Notwithstanding the above, the VAT included in the invoice shall be payable 14 days after the invoice date at the latest. These provisions also apply for any amount exceeding the original contractual amount invoiced for additional deliveries or other agreements, irrespective of the payment terms agreed for the principal delivery.

7.2 Unless another payment term is agreed, any payment shall be due and payable net within 14 days.

7.3 In the case of orders comprising several units or partial services, BE2020+ is entitled to issue a partial invoice after delivery of each unit or provision of each partial service.

7.4 Payments shall be made net supplier's account of BE2020+, without deduction, in Euro. Any and all related interest and fees (such as collection fees or discount charges) shall be borne by the Customer.

7.5 Any payment shall be deemed made on the date at which it is at the unrestricted disposal of BE2020+.

7.6 Any discount or bonus granted is subject to timely performance and full payment.

7.7 If the Customer is in default regarding an agreed payment or another obligation arising from the present or other business transactions, BE2020+ may, notwithstanding its other rights,

- a) suspend the fulfilment of its own obligations arising from the present or other business transactions until such payment is effected or such obligation is fulfilled, or demand an appropriate extension of the period of delivery,
- b) demand immediate payment of any and all outstanding claims arising from the present or any other business transactions and charge default interest for these amounts in the amount of 1.25% per month plus VAT as of the respective maturity date, unless BE2020+ can prove costs exceeding this amount. In any case, BE2020+ is entitled to charge any costs for extrajudicial collection, in particular reminder fees and lawyer's fees, to the Customer.

7.8 In principle, it is not permitted to offset any outstanding claims of the Customer against outstanding claims of BE2020+ (prohibition of offsetting).

8 Force Majeure

8.1 In the present agreement, the term "force majeure" designates the following events:

- a) natural disasters, acts of war, civil war, hostilities between peoples, rebellion, riots, terrorist attacks, decrees/regulations issued by the government or state authorities, strike, mobilisation

b) events like or unlike the events listed above that are beyond the effective control of the contractual party affected by them.

8.2 If an event of force majeure affects one of the contractual parties or their suppliers or subcontractors or prevents or hinders one of the contractual parties from fulfilling their contractual obligations, such non-fulfilment of obligations has to be accepted. This does not apply for a default in payment. All the costs and consequential costs incurred up to the event of force majeure have to be paid by the affected contractual party without undue delay.

8.3 When a contractual party becomes aware of an event of force majeure that could potentially affect the contractual service provision, this party shall notify the other contractual party thereof in writing immediately. The other contractual party may request further information about such event if required.

8.4 If an event of force majeure persists for more than 180 days, the contractual parties shall agree on the continuation of the contractual service provision. If no agreement can be reached, the service provision shall be terminated, and any services provided up to that moment shall be compensated.

9 Liability

9.1 BE2020+ is liable vis-à-vis its customers for any property damage and pecuniary damage imputable to BE2020+ to a maximum of EUR 1,500,000 within the framework of its public liability insurance.

9.2 In the case of personal injury imputable to BE2020+, BE2020+ is liable in accordance with the relevant statutory provisions.

9.3 BE2020+ cannot be held liable for loss of production, business interruption, loss of profit or other costs arising from consequential damage. In particular, BE2020+ does not accept any liability for costs arising from consequential damage resulting from consulting services and training seminars.

9.4 If material is provided by the Customer, the transfer of risk takes places upon handover of such material; however, the liability does not cover normal wear and tear.

9.5 If a service is provided by BE2020+ based on process specifications, design details, drawings, models or other specifications of the Customer, the Customer shall hold BE2020+ harmless in the case of a violation of property rights.

10 Warranty

10.1 In principle, warranty claims may only be raised after a notification of defects, which has to be submitted in writing within 14 days after delivery of the service/partial service.

10.2 BE2020+ does not grant any guarantee for the achievement of specific research and/or development objectives and/or results.

10.3 BE2020+ does not grant any guarantee for the economic applicability of possible results.

11 Material provided by the customer

11.1 Material provided by the Customer shall be stored correctly and free of charge at BE2020+ and used as agreed for the duration of the respective project. Upon completion of the respective project, the Customer undertakes to collect the material provided by them at their own expense within 4 weeks. If the Customer does not collect the material despite two written requests sent by BE2020+, BE2020+ is entitled to dispose of such material at the Customer's expense or otherwise use it 6 months after the completion of the project at the latest.

11.2 Any material provided by BE2020+ shall be stored correctly and free of charge and used only as agreed for the duration of the respective project, and immediately returned to BE2020+ upon completion of the respective project.

12 Confidentiality

12.1 Any and all information that the Customer receives from BE2020+ and BE2020+ receives from the Customer orally or in writing within the framework of the respective project shall not be disclosed to third parties. If services of third parties are required for the execution of the respective project, the contractual parties shall disclose information to such third parties only subject to a corresponding confidentiality obligation. This does not apply for information in the public domain (e.g.: state of the art, information published by the media, etc.).

12.2 An inclusion of the respective project in the reference lists of BE2020+ or the Customer does not constitute a violation of the confidentiality obligation.

12.3 If the respective project is subsidised, the present confidentiality provision does not constitute a reason to refuse to give information to the funding bodies and assigned third parties.

12.4 The confidentiality obligation applies until one of the following conditions is fulfilled:

- a) 7 years after receipt of the respective information,
- b) until the moment of receipt of the respective information without any action or omission on the part of BE2020+ or the Customer,
- c) until the moment of receipt of the respective information by third parties who in their turn did not receive such information directly or indirectly from the respective contractual party, and provided that the disclosure or use by such third party has not been prohibited.

13 Retention of title

13.1 Any and all findings developed by BE2020+ within the framework of the respective project are the intellectual property of BE2020+.

13.2 Any and all documents submitted to the Customer within the framework of the respective project, either in printed or electronic form, are the intellectual property of BE2020+. This applies in particular for any and all calculations, drawings, plans, descriptions, consulting documents, studies and training seminar documents. The Customer only obtains a non-exclusive right of use in these documents. The Customer may neither disclose these documents to third parties against payment or free of charge, nor modify, copy and/or publish them as the Customer's own.

13.3 Until the payment of all claims (purchase price and accessory claims) arising from the respective project, BE2020+ retains the title to all its services and deliveries.

13.4 The title to any material procured by BE2020+ within the framework of the respective project shall pass to BE2020+ upon completion of the respective project.

14 Publication and protectable results

14.1 Oral and written publications (printed or in electronic form) are admissible only with the consent of the other contractual party. However, the other party may refuse its consent to a planned publication only for an important reason (e.g.: causing of economic damage, disclosure of trade secrets, injury to reputation, etc.), in writing within three weeks after the corresponding request. After expiry of this period, the consent is deemed to have been given.

14.2 If the results of the respective project are patentable, one or both contractual parties may file an application following a mutual agreement between the contractual parties of the respective project. At the time of such application for property rights, the contractual parties of the respective project shall mutually agree the respective rights of use and utilisation regarding the results for which such application is being filed. The costs of such application and the costs of upholding the property rights shall be borne by those contractual parties that file the application.

14.3 If an application for property rights in the results is filed, the inventors shall be named and compensated by the contractual party/parties taking up the invention.

15 Place of jurisdiction and applicable law

15.1 The place of jurisdiction for any and all disputes arising from an agreement with BE2020+, including disputes regarding the validity of the present agreement or the present GTC, shall be Graz. Austrian law applies; application of the CISG is excluded.

16 General

16.1 If one or more provisions of the agreement with BE2020+ or the present GTC are ineffective, the effectiveness of the remaining provisions shall remain unaffected thereby. The ineffective provision shall be replaced by an effective provision that comes as close as possible to the intended objective.

As of: 11.10.2016