

**GENERAL CONDITIONS OF CONTRACT (AAB)**

**Thurnher Wittwer Pfefferkorn & Partner Rechtsanwälte GmbH ("TWP Rechtsanwälte"  
or "the Contractor")  
(as at 20.2.2025)**

**Preamble**

- (1) The Contractor is a professional party representative who is responsible for safeguarding and pursuing the legal interests of its clients.
- (2) The contract between the Contractor and the Client ("Client") has as its object, unless otherwise stated in the agreement concluded, the provision of services against payment in representation of the Client (legal acts, litigation, etc.). This Agreement shall be governed primarily by the provisions of the Austrian Bar Code (Rechtsanwaltsordnung, RAO) and, in the alternative, by the provisions of Section 22 of the Austrian General Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB) on power of attorney (§§ 1002 et seqq. ABGB), provided that the following Terms and Conditions do not modify the statutory provisions.
- (3) Should individual provisions of these General Terms and Conditions of Contract (GTC) be invalid or unenforceable, this shall not result in the invalidity of the remaining provisions. The parties undertake to replace the invalid provision with a valid provision that corresponds to the intended purpose of the invalid provision.

**§ 1  
Scope**

- (1) These General Terms and Conditions of Business apply to contracts between the Contractor and the Client which have as their object the professional representation of parties and legal advice in judicial and extrajudicial matters as well as the assumption of trusteeships, orders or errands. We do not recognize any other terms and conditions of our contractual partners or deviations. The following provisions shall also apply to e-commerce. In addition, §§ 5a ff KSchG and the FAGG apply to consumer transactions.
- (2) The Client acknowledges that the General Terms and Conditions shall also apply to all further contractual relationships, unless otherwise agreed.
- (3) For contracts between the Contractor and the Client that are subject to the Consumer Protection Act, the AAB shall apply insofar as they do not conflict with the provisions of the Consumer Protection Act.

**§ 2  
The client's duty to inform and cooperate**

- (1) For the execution of the mandate, the contractor requires all factual information and documents available to the client in order to be able to make a well-founded legal assessment and a recommendation for further action.
- (2) The Client is obliged to provide the Contractor with all documents required for the execution of the mandate in due time and without special request and to inform the Contractor of all circumstances that may be of legal relevance for the execution of the mandate.

- (3) If the law of another country is to be applied, even only partially, in the case of an order, the Client shall ensure that advice is provided by a lawyer admitted to practice in the respective legal system. In such a case, the Contractor shall only be liable for its advice with regard to Austrian law.

**§ 3**

**Debtor Representation, Liability Instruction**

- (1) By placing the order, the Client confirms that it has been informed about the provisions of §§ 66 ff of the Insolvency Code (IO), i.e. in particular about the fact that if the prerequisites for the opening of bankruptcy proceedings exist, such proceedings must be applied for without culpable delay, at the latest on the 60th day after the occurrence of a reason for insolvency. The Client further confirms that the Debtor has been informed that if the conditions for the opening of bankruptcy proceedings (§§ 66, 67 IO) exist, and that the reorganization proceedings may be applied for instead of bankruptcy.
- (2) The Client confirms that it has been informed about the criminal offenses of the Austrian Criminal Code (§§ 156 to 159 StGB), in particular about the facts of fraudulent conveyance (§ 156 StGB) as well as about the facts of negligent impairment of creditors' interests (§ 159 StGB).

**§ 4**

**Trusts**

- (1) Insofar as the Contractor acts as a trustee, the statute of the "Trustee Audit of the Vorarlberg Bar Association" shall apply as amended from time to time.
- (2) Insofar as the Contractor has undertaken errands (e.g. cancellation orders), the procurement of documents or declarations from third parties, this shall only be deemed to be a mere undertaking to make an effort, but not an obligation to accept responsibility for a corresponding success.
- (3) The trust relationship may be unilateral, but also multilateral. In case of doubt, the trust shall be deemed to be a multilateral trust. Revocation of the multilateral trust by a settlor is not possible.
- (4) The Contractor shall have a right of retention to those documents which it requires to fulfill its fiduciary duty and the associated obligations.

**§ 5**

**Contract Establishment**

- (1) From the preparation of a contract which is drawn up on behalf of the client and which also serves as a contract form for the client's contracting party who is not represented by a lawyer, the contractor is in principle only obliged towards his client. A commissioning of the contractor by both parties is not to be derived from this; in particular, this also does not apply if both parties visit the contractor's office for the purpose of drawing up the contract. The other party (contractual partner of the Principal) is hereby informed that the Contractor only represents the Principal.
- (2) With regard to the establishment of contracts with foreign relations, § 2 para 4 shall apply mutatis mutandis.

**§ 6**  
**Right of use of works**

- (1) The granting of a work use authorization or a work use right in favor of the Client shall require the written consent of the Contractor, unless it is implied from the purpose of the contractual relationship.
- (2) In the absence of an agreement to the contrary, a work use authorization granted to the Client or third parties or a work use right granted to the Client or third parties in respect of copyright-protected works of the Contractor shall only extend to the scope of application covered by the contractual relationship. In particular, repeated use of protected contract samples by the Client is prohibited.
- (3) Rights to use the work or authorizations to use the work in favor of the Client shall only be deemed to have been granted after full payment of the remuneration agreed for this purpose.

**§ 7**  
**Notifications to the client**

- (1) The address of delivery for notices from the Contractor shall be the address last notified to the Contractor.
- (2) The Customer consents to communication by electronic mail ("e-mail") if it discloses its e-mail address, for example, by printing it on its letterhead or by sending an e-mail to the Contractor. The Customer acknowledges that the transmission of e-mails may, under certain circumstances, result in data being lost, falsified or becoming known. The Contractor shall only be liable for these consequences if it is responsible for them. The Contractor shall not be liable for slight negligence and loss of profit. Likewise, the Contractor cannot check an e-mail immediately after receipt to see whether it contains deadlines or dates. Should this be the case, the Contractor shall only assume liability if it is additionally notified by telephone or fax.

**§ 8**  
**Liability**

- (1) The Contractor's liability for damage to property and financial loss caused by slight negligence as well as loss of profit shall be excluded. Insofar as the Contractor's liability is excluded or limited, this shall also apply to the Contractor's employees, representatives and vicarious agents.
- (2) The Contractor's obligation to pay compensation shall be limited to € 500,000.00 (Euro five hundred thousand) in the event of a breach of contractual obligations, unless otherwise agreed in individual cases.

**§ 9**  
**Execution of the mandate, substitution**

- (1) The Client acknowledges that any employee of the Contractor may be used for the execution of the Mandate.
- (2) The Contractor shall also be entitled to appoint another (also employed) lawyer (substitute) with the same or limited power of attorney to execute the mandate at any time.

**§ 10**  
**Fee claim**

- (1) The services of the Contractor shall generally be charged according to RATG and AHK or, at the Contractor's discretion, according to the time spent on the basis of the applicable hourly rates. The hourly rates shall amount to at least € 370 (Euro three hundred and seventy) plus VAT for lawyers and € 290 (Euro two hundred and ninety) plus VAT for legal staff (in each case value-assured according to CPI 2020, starting figure month of mandate), unless otherwise agreed in the individual case. The billing unit is 10 minutes.
- (2) The Contractor shall have the unilateral right to choose at any time to invoice according to the unit rate or according to individual services according to RATG and AHK instead of the hourly rates according to para. 1 (§ 23 RATG).
- (3) Cash expenses shall be charged at a flat rate of 5% of the net fee amount. Travel and translation expenses as well as court fees and any other fees prescribed by the authorities shall be charged additionally. Secretarial services shall not be invoiced separately.
- (4) The fee can be settled at any time. Advances on fees may be requested at any time. In the case of contracts between the Contractor and the Client that are subject to the Consumer Protection Act, the fee shall be settled on a monthly basis at the longest.
- (5) The Contractor shall be entitled to set off due fee claims against claims of the Client - insofar as this is not opposed by obstacles under professional law.
- (6) Fee claims or claims for reimbursement of expenses of the Contractor against the Client may only be offset against undisputed or legally established claims of the Client against the Contractor.
- (7) Estimates not expressly designated as binding by the Contractor regarding the amount of the fee likely to be incurred shall not be binding cost estimates (within the meaning of § 5 KSchG).
- (8) A fee invoice sent to the Client shall be deemed approved unless the Client objects in writing within 14 days (receipt by the Contractor shall be decisive) from receipt of the fee invoice.
- (9) Claims for reimbursement of costs of the Client against the opposing party are hereby assigned to the Contractor in the amount of the Contractor's fee claim as soon as they arise. The Contractor shall be entitled to notify the opposing party of the assignment at any time.
- (10) It is expressly agreed that the value of the Contractor's fee claim, including ancillary claims, shall remain stable. The consumer price index 2020 published monthly by Statistics Austria or an index replacing it shall serve as a benchmark for the calculation of the stable value. The index figure calculated for the month of the commencement of the business relationship between the Principal and the Contractor shall serve as the reference figure. All rates of change shall be calculated to one decimal place.

**§ 11**  
**Other**

- (1) If the Contractor is obliged to surrender an item belonging to the Client, he may make the surrender conditional upon the settlement of his expenses incurred on the item. He shall be entitled to this statutory right of retention until the services and expenses rendered by him have been paid in full.
- (2) Documents may be retained by the Contractor to the extent that the costs (fees, charges) incurred for the preparation of such documents have not been paid by the Client.

**§ 12**  
**Alternative dispute resolution**

- (1) Clients as consumers are hereby expressly informed by the Contractor that in the event of a dispute between the Contractor and the Client and failure to reach agreement in this dispute, they are entitled to call upon the Consumer Arbitration Board in 1060 Vienna, Mariahilferstraße 103/1/18 ([www.verbraucherschlichtung.or.at](http://www.verbraucherschlichtung.or.at)).

**§ 13**  
**Force majeure**

- (1) Force Majeure is the occurrence of an event or circumstance that prevents the Contractor from performing one or more of its contractual obligations under the Contract if and to the extent that (a) such obstacle is beyond the Contractor's reasonable control and (b) the effects of the obstacle could not reasonably have been avoided or overcome by the Contractor, e.g. natural phenomena, wars, labor disputes, epidemics, pandemics, etc.
- (2) If the Contractor is prevented from fulfilling its contractual obligation due to force majeure, the Contractor shall not be in breach of the agreement if it immediately informs the Client about the occurrence and cause of the delay and later about its termination. In this case, the Client shall be entitled to terminate the agreement prematurely by giving written notice of termination and setting a grace period of at least 14 (fourteen) days.

**§ 14**  
**Choice of law, place of performance, place of jurisdiction**

- (1) The contract between the Contractor and the Client shall be governed exclusively by Austrian law.
- (2) Place of performance is Dornbirn.
- (3) The court with subject-matter jurisdiction at the Contractor's registered office shall have exclusive jurisdiction for disputes arising from the contractual relationship.

\* \* \*