

GENERAL TERMS AND CONDITIONS OF BUSINESS (“GTC”)

1. Applicability

1.1. These GTC apply to contracts concluded between Attensam (“Attensam”, “we”, “us”) and our customers. The contracting party is the Attensam organisation specified in the supporting documents (specifically in our offer).

1.2. Customers may be consumers or traders. Consumers are consumers as defined under the Austrian Consumer Protection Law (KSchG) who are not also traders. Traders are organisations established on a lasting basis undertaking independent commercial transactions, including those not designed to generate profit, for which the contract in question is relevant to the operations of the organisation.

1.3. Contracts must be concluded and any alterations or additions to these GTC must be made in written form.

2. Contract conclusion/webshop

2.1. Contracts are usually concluded once an offer has been signed and sent to us. We are obligated to comply with the terms of any offer for 14 days.

2.2. Please note the presentation of our goods, services and vouchers on our website together with our offers are both subject to alteration and non-binding. They do not represent offers as defined in law but are simply invitations to customers to submit an offer to purchase. An offer to purchase comes into being when services or goods are booked through our webshop and orders are submitted by customers. Offers to purchase become binding for customers when they click on the button “zahlungspflichtig bestellen” (order with obligation to pay). On receipt of an order by us, the customer will receive a separate, automated confirmation by email that we have received the order. Please note that the sending of a confirmation of receipt in this form does not represent acceptance of an offer to purchase. Acceptance takes the form of the provision of a separate, written order confirmation sent within 14 days, the actual supply of the ordered goods within 14 days or by an explicitly agreed deadline. We retain the right to refuse to enter into contracts, without the need to provide reasons, particularly if the ordered goods are unexpectedly out of stock or the corresponding service cannot be provided at the desired time.

3. Terms of service contracts

Unless other termination deadlines and/or time limits are stipulated in the following provisions (see 4. and 5.), service contracts will be concluded for an indefinite period and can be cancelled by customers and by us by means of notification of the intention to cancel, assuming a notice period of one month to the end of the month in question is observed.

4. Special conditions and scope of services in connection with property caretaker services

4.1. Rented mat services

A contract for the rental of mats must have a minimum term of four months. Should a rented mat be lost or damaged, customers will be required to pay us the current value of the mat. In the case of consumers, this will only be the case if the consumer is responsible for the loss of or damage to the mat.

4.2. Landscape maintenance

4.2.1. Customers are obligated to label or inform us of plants in areas to be maintained by us that are not to be removed. In the case of traders, the following applies: We have no duty to test or provide warnings in connection with any soil and/or seeds provided by customers. We also assume no liability for damage resulting from the fact that subsoil that is to be processed by us has not yet fully stabilised.

4.2.2. If use of our landscape maintenance services is made, customers and we have the right to cancel in writing the corresponding service contract, after observing a one month notice period, to 31 December of the year in question.

4.3. Property maintenance/cleaning services

4.3.1. Unless otherwise specified, our services in this connection will be provided on weekdays between 7:00 am and 6:00 pm. Should the intended date for cleaning fall on a public holiday, the services will be provided in the same week on another weekday. If services are to be provided at weekends, on public holidays or during the night (from 8:00 pm to 5:00 am), the hourly fee will be subject to a 100% surcharge.

4.3.2. The agreed fee only covers standard activities

and not the removal of soiling that is, for example, disgusting, poisonous, dangerous to health or difficult to remove. Fees do not cover any additional costs arising in connection with measures required under the provisions of the Austrian Occupational Health and Safety Act.

4.4. Maintenance cleaning/office maintenance

4.4.1. Our maintenance cleaning/office maintenance services take the form of regular recurring cleaning activities in premises that are not accessible for the general public, such as offices and office-like areas (e.g. meeting rooms, doctors’ surgeries and law offices). In the case of maintenance cleaning/office maintenance services, both customers and we have the right to cancel in writing the corresponding service contract, after observing a three month notice period to the end of the month in question.

4.4.2. Fees are charged at a flat rate. There will be no fee reductions for days on which cleaning is not provided because these fall on a public holiday as such days will have already been taken into account in the calculation of the flat rate fee for the month. If cleaning is to be carried out only once a week (or less frequently), we will stipulate an alternative date on which our services can be provided. If a customer is unable to accept the alternative date for justified reasons, we will agree an alternative date in consultation with the customer.

4.4.3. Flat rate fees for months that include periods exceeding three consecutive weekdays on which access is not possible for reasons of vacation breaks or company breaks and of which notification is provided at least four weeks in advance prior to the time of lack of access will be reduced by the corresponding proportion.

4.4.4. Customers are required to provide a suitable and lockable changing room for our personnel that can also be used for the storage of materials, tools and machines.

4.4.5. Customers who are traders are obligated to undertake during the term of the contract and for a period of six months after its termination not to entice away our personnel from our employment. For any infringement of this stipulation, customers will be required to pay a penalty of €5000.00 per head-hunted person.

4.5. Pest control

4.5.1. Pest control services will be provided in accordance with the corresponding applicable legal requirements; this will specifically include inspection for rat infestations.

4.5.2. If an additional and other form of infestation is identified during pest control activities, it will be necessary to conclude a separate contract for the elimination of this pest.

4.5.3. Please note that there is a risk of re-infestation even after appropriate professional elimination of an infestation. Several days or weeks may be required before pest control measures prove successful. If insecticides need to be employed, measures may take up to four months. In rare cases, there can be side effects for and risks to the health of humans and animals and there can be persistence of unpleasant odours. It is the sole responsibility of customers to provide suitable information, e.g. to their employees, and to make sure that treated areas cannot be accessed while risks remain. Our pest control services do not include the subsequent cleaning of treated areas. We may be obligated to notify the authorities of pest infestations. It is the responsibility of the customer/the property owner to implement any other measures stipulated by the authorities.

5. Special conditions and scope of services in connection with property winter services

5.1. General provisions

5.1.1. In periods extending from 1 November to 15 April of the following year (winter season), we will be obligated to clear snow from and to grit iced surfaces of the public areas specified in the contract and approved by the customer. Contracts will be concluded for an unspecified number of winter seasons. We and customers have the right to terminate contracts in writing to 31 August of the year in question after observing a one month notice period. This means that notification of contract termination must be submitted by 31 July of the year in question at the latest.

5.1.2. We will be obligated to provide the services in question commencing on the third weekday after contract conclusion.

5.1.3. We are not obligated to eliminate causes of the formation of ice (such as leaking gutters, etc.) or the causes of accumulation of snow or soiling. This applies also to snow cornices and ice formation on roofs (these must be removed by specialist firms). The same applies to the removal of snow/ice that has accumulated following a

roof avalanche. We are also not obligated during provision of our services to clear impassable, closed or otherwise inaccessible areas.

5.1.4. Assuming that additional services have not been contracted, our services (snow clearance and gritting of ice) will be provided in accordance with the weather conditions (depending on amount and duration of snowfall) within eight hours at the latest following the development of snow/ice coverage; the services will continue to be provided at intervals of four to seven hours thereafter as necessary. Customers do not have the right to specify how and when our clearance services are to be provided. Please note that, under current laws, complete removal of snow from public areas is not required. We are thus under no obligation to completely remove all snow/ice from the corresponding areas.

5.2. Special provisions

5.2.1. Iced surfaces: To be used for gritting will be commercially available de-icers and sand-type materials.

5.2.2. Extreme situations: If extreme situations develop as a result of weather conditions involving very extensive snowfall, persistent freezing rain, development of snow drifts, breakdown of transport systems etc., we will not be obligated to carry out clearance work on schedule or continue to provide the services at the above-specified intervals. Services will be provided within four hours at the latest following the end of the extreme situation.

5.2.3. Inner areas: Inner areas are publicly accessible areas that are not subject to the provisions of Art. 93 of the Road Traffic Act (StVO), such as courtyards and parking spaces. Separate contracts must be concluded for the provision of services for these areas. Inner areas will only be cleared in accordance with the capacity of the available snow storage spaces. If additional snow storage spaces are required for the quantity of snow to be cleared, the extent of clearance will be correspondingly reduced. We are not obligated to clear inner areas that are inaccessible at the time of service provision. As a rule, parking spaces and access roads will be cleared by machine. We are not obligated to undertake total snow removal (between parked cars for instance); if this service is required, a separate contract will need to be concluded.

5.2.4. We will remove gritting materials in accordance with the relevant official regulations and, in any event, at the end of the season.

5.2.5. Thaw weather control services: Thaw weather control services are supplementary services provided for an additional fee (if not already part of a maintenance package). In this case, checks for the risk of roof avalanches due to the formation of ice from meltwater or the possibility of roof avalanches will be carried out on days without natural precipitation. The services involve visual inspection of roof sections visible from public pathways for the presence of snow and ice accumulations and – where necessary – the positioning of warning poles. Please note that we are not obligated to remove any hazard risks, such as snow accumulations on a roof, roof avalanches, icicles etc. If any of the stated potential risks are identified, we will notify the customer accordingly using the telephone number, fax number or email specified in the contract. If no contact is possible, we will assume no liability for the contact failure or its consequences. If use is made of our thaw weather control services, customers agree to permit the installation of hooks on their property that can be used as necessary to suspend warning poles.

6. Special provisions for goods

6.1. Unless otherwise agreed, goods will be delivered by us within 14 days of the receipt of payment. If goods are temporarily unavailable, we will inform customers of this as soon as possible. Customers have the right to withdraw from any already concluded contract if delivery is delayed by more than 14 days.

We retain the right not to enter into contracts if there is the possibility of a delay in delivery.

6.2. Goods remain our property until full payment of all our entitlements arising in connection with the corresponding consignment. If there is a delay in payment, we are entitled to make use of our rights arising from our retention of title. Customers agree that, should we make use of our right of retention of title, this does not represent our withdrawal from the contract unless we explicitly stipulate that we withdraw from the contract.

7. Special provisions for vouchers

Vouchers remain valid for a period of 10 years from the date of contract conclusion. It is the validity date printed on a voucher that determines voucher validity. During the

validity period, customers can redeem vouchers through our website, by means of notification of the voucher number by email or using the corresponding offer form in exchange for our services in the form of general property maintenance services on a specific date or our property winter services for a specific season or in exchange for selected goods. Vouchers are transferable. Vouchers cannot be redeemed for their value in cash. Customers do not have the right to resell vouchers or goods they have obtained. If there is infringement of this requirement, the customer in question will be required to surrender the generated income to us.

8. Prices and payment conditions

8.1. The prices specified by us are current prices. If additional costs are accrued in connection with supply, shipping, packaging or otherwise (e.g. travel expenses), we will inform customers of this. Should it not be possible to reasonably calculate such supplementary costs in advance, we will notify customers of how we have calculated them.

8.2. Our prices are determined on the basis of the report (inflation rate and validity) of the independent arbitration committee of the Federal Ministry of Economy, Family and Youth (BMWFJ) on payments for the services of monument, façade and property cleaners. In the case of traders, we retain the right to adjust our prices at the end of each month; customers will be informed of any price adjustment. In the case of consumers, we will automatically adjust our prices at the end of each contractual year and will inform customers of any price adjustment; this applies to both increases and decreases in our prices. The prices of our landscape maintenance services will be adjusted on 1 January of each calendar year, the prices of our winter property services will be adjusted on 1 July of each calendar year.

8.3. Unless otherwise agreed, payments are to be made within 14 days of invoice date. The payments for our winter property services for the following winter season are to be made in advance on provision of our invoice.

8.4. If payment by instalments has been agreed, each instalment is to be paid at the agreed intervals without need for reminders. If several property owners together enter into a contract with us, these are together responsible for complying with the contractual obligations.

8.5. Our entitlement to payment is not dependent on the amount of work actually required because of weather conditions and our right to payment is retained even if clearance work is impossible or not required for reasons over which we have no control (e.g. roadwork activities, lack of snowfall and similar).

8.6. In the case of winter property services, an introductory discount will be granted for the first season; no discount will be granted for the subsequent year. Any discount relating to an additionally concluded contract will be granted only for the actual term of the additional contract. On termination of the additional contract, any discount granted on the fees of our property winter services will cease to be valid with the date of contract termination. If contracts are prematurely terminated, traders will be required to reimburse the corresponding proportion of the discount.

8.7. Traders have a right of set-off only if their counterclaims are legally established or have been acknowledged by us. Customers who are traders do not have the right to retain payments. This does not apply to any legal right of consumers to retain payments.

8.8. Extraction points for water and electricity must be made available at the work location. The costs of water and electricity consumption by machinery and devices needed for the work are to be borne by customers.

8.9. In cases of extraordinary termination of a property winter service contract, we retain the right to invoice the customer for at least 50% of the agreed fee (for planning, training and lost profit) that was to be paid to the date of the next regular termination date and also to enforce any claims for compensation we may have in this connection.

9. Right of withdrawal from contracts

9.1. If a customer is a consumer as defined in KSchG, they have the right to withdraw from a contract during a cooling-off period of 14 days without giving reasons for so doing. The cooling-off period in the case of goods and vouchers is 14 days from the date on which the customer or a third party nominated by them, who is not the carrier, took possession of the goods or vouchers. The cooling-off period for service contracts is 14 days from the date of contract conclusion. In order to exercise their right of withdrawal, customers must send us an explicit written

statement of their decision to withdraw from the contract. For this purpose, customers can use the model withdrawal form to be found at <https://www.attensam.at/widerruf/>.

9.2. To meet the cooling-off period deadline, it will be sufficient if a customer sends a notification of the intention to use their right of withdrawal prior to expiry of that deadline.

9.3. If a consumer withdraws from a contract, we will be obligated – if not otherwise specified in the following provisions – to reimburse all payments we have received from them, including the shipping costs in the case of the purchase of goods or vouchers, without delay and within 14 days of the date on which the notification of withdrawal is received by us. For purposes of reimbursement, we will use the same method of payment used by the customer during the original transaction unless otherwise specifically agreed with the customer; no charges will arise for the customer in connection with reimbursement.

9.4. We retain the right to refuse to reimburse payments for goods or vouchers until the goods or vouchers have been returned to us or proof is provided that a customer has returned the goods or vouchers.

9.5. On withdrawal from a contract, a customer will be required to return or release to us goods or vouchers within 14 days at the latest from the date on which the customer notified us of withdrawal. To meet the required deadline, it will be sufficient if a customer sends the goods prior to expiry of the 14-day period. Customers will bear the direct costs of the return of goods.

9.6. Customers will be required to compensate us for any loss in value of goods or vouchers, unless this loss is attributable to necessary measures employed to determine the nature, properties and functioning of the goods or vouchers.

9.7. If a customer has requested that services be commenced during the cooling-off period, the customer will be required to pay us an appropriate proportion of the fee that would otherwise be payable to meet the costs of all services specified in the contract that will cover the costs of services actually provided to the time of notification of withdrawal from the contract.

10. Warranties

On completion or acceptance of our contractual obligations, customers who are traders are required to verify that these have been provided appropriately and are free of defects. Should defects be identified, we are to be notified of these within a reasonable time, or within seven days at the latest. It is the sole responsibility of traders to provide proof of their claims, particularly of any defect itself, of the time of identification of the defect and of the timeliness of the complaint. If a trader does not submit a complaint prior to expiry of the complaint deadline, any service will be considered to have been accepted, and there will no longer be the right to associated claims (such as under warranty, appeals because of errors and claims for compensation) because of delayed notification of a defect (see Art. 377 of the Uniform Commercial Code [UGB]). In the case of traders, we will provide either rectification or replacement at our own discretion in the case of justified claims for defects.

11. Liability

11.1. In the case of traders, we accept no liability for damage or losses due to minor negligence on our part. The same applies in the case of consumers, with the proviso that we bear unlimited liability for any infringement of our main contractual obligations due to minor negligence on our part. In the case of traders, we also accept no liability for consequential losses or damage, particularly for the loss of keys consigned to us that are required for access to a locked property and damage to property, failure to achieve savings, loss of interest payments and for any claims for compensation from the customer made by third parties. If a customer is a trader, they have no right to recourse as specified in Art. 12 of Product Liability Law (PHG) unless the customer is able to demonstrate that we are responsible for the defect and it is attributable to gross negligence on our part. It is the responsibility of traders to prove that we have acted deliberately or with gross negligence and to initiate claims for compensation within 12 months of the service provision or the transfer of risk.

11.2. Irrespective of the above, we bear unlimited liability in the case of claims relating to loss of life, physical injury or damage to the health of persons and claims made under Product Liability Law.

11.3. In connection with our property winter services, we accept no liability for events that occur in areas that have

been cleared in accordance with contractual obligations but have been subsequently soiled by third parties. We are thus not responsible for the monitoring of areas after we have provided the required services. Furthermore, we accept no liability for damage to ground surfaces and sections of property caused by the use of clearing apparatus (manual or machine) and/or gritting. We also accept no liability for events that occur because of the behaviour of customers, of persons who are not under our control or force majeure (e.g. breakdown of transport systems, extreme snow precipitation). Customers are obligated to notify us without delay as soon as they become aware of events for which we may be held liable (injury to passersby and damage associated with maintenance work etc.) and to cooperate with us in ascertaining the facts of the case.

11.4. Customers are also obligated to clearly label the surroundings of landscape areas and the borders of enclosed spaces that are not to be cleared and are not immediately detectable after snowfall. We accept no liability for damage to plots, landscape areas and enclosed spaces that are not appropriately labelled or for damage caused by de-icers and gritting materials. We are not responsible for removing gritting materials from landscape areas.

12. Concluding provisions

12.1. We retain the right to commission subcontractors to undertake our contractually agreed duties.

12.2. Customers herewith agree to permit us to hang our company signs on house walls, fences etc. to identify properties that are being maintained by us.

12.3. Contracts are exclusively subject to Austrian law; the relevant provisions on Conflict of Laws and the UN Sales Convention do not apply. If you are a trader with your normal registered offices in the EU, you will also enjoy the protection of the mandatory provisions of the laws of your country of residence.

12.4. The following applies to contracts with traders; should any of the provisions of these GTC prove to be invalid or ineffective in whole or part, this will have no influence on the validity or viability of the remaining provisions. Any invalid or ineffective provisions will be replaced by provisions that are permissible and valid and reproduce the commercial intentions of the original provisions as closely as possible.

12.5. In the case of traders, the sole place of jurisdiction for all disputes arising from contracts will be the local court with jurisdiction for the location of our registered offices.

GTC, Attensam, status May/2025