

## GENERAL TERMS AND CONDITIONS OF CONTRACT (AAB)

### of Metzler Rechtsanwälte GmbH (FN 442022h)

#### § 1

##### General order basis

- 1.1. The AAB shall apply to all contractual relationships ("**mandates**") - including future ones - between Metzler Rechtsanwälte GmbH as contractor ("**Contractor**") and a client ("**Client**"), thus in particular to all activities and judicial/official and extrajudicial acts of representation undertaken in the course of a contractual relationship between the Contractor and the Client - including future ones.  
  
Any general terms and conditions of the client shall not become part of the contract.
- 1.2. Subsidiary to these AAB, the respective statutory provisions shall apply, in particular the ABGB, the RAO, the Guidelines for the Practice of the Legal Profession (RL-BA 2015, published on the website of the Austrian Bar Association [www.rechtsanwaelte.at](http://www.rechtsanwaelte.at)), the Lawyers Tariff Act (RATG) and the General Fee Criteria (AHK 2005, published on the website of the Austrian Bar Association [www.rechtsanwaelte.at](http://www.rechtsanwaelte.at)) as amended from time to time.
- 1.3. Inquiries and correspondence from a potential client only lead to a contractual relationship and thus also to a responsibility on the part of the Contractor if the latter has expressly accepted the representation. The Contractor is not obliged to represent a party and may refuse to do so without giving reasons (§ 10 RAO).
- 1.4. The mandate is concluded exclusively between the Client and the Contractor. There is no mandate to individual lawyers of the Contractor.
- 1.5. The Contractor may be represented by any of its managing or employed attorneys or, subject to legal admissibility, by associates in the performance of the contract as a whole or in individual cases. The Contractor shall also be entitled, at its own discretion, to substitute another attorney or another law firm as representative.
- 1.6. The Contractor shall be entitled and obliged to represent the Client to the extent that this is necessary and expedient for the fulfillment of the mandate. The Contractor shall in principle be entitled to perform its services at its own discretion and to take all steps, in particular to make claims and defenses in any way, as long as this does not contradict the Client's instructions, its conscience or the law. In the event of imminent danger, the Contractor shall also be entitled to take or refrain from taking any action not expressly covered by the instructions or contrary to an instruction given if this appears to be urgently required in the interests of the Client. If the legal situation changes after the end of the mandate,

the Contractor shall not be obliged to inform the Client of the changes or the resulting consequences.

- 1.7. The Client shall be obliged to provide the Contractor with all information that may be required in connection with the handling of the mandate without delay and in full and to make all documents and evidence available.
- 1.8. The Contractor shall only be liable for knowledge of foreign law if this has been agreed in writing or if it has offered to examine foreign law. Union law shall not be deemed to be foreign law.
- 1.9. The Contractor may terminate the attorney-client relationship at any time without giving reasons. In this case, he is obliged to continue the representation for 14 days in order to protect the client from legal disadvantages (§ 11 para. 2 RAO). The Client may also revoke the attorney-client relationship at any time. In this case, the obligation of the Contractor to continue the attorney-client relationship for 14 days also applies in order to protect the Client from legal disadvantages. The obligation to continue representation does not apply if, in the event of revocation of the mandate, the Client expresses that he does not wish the Contractor to continue working for him.

#### § 2

##### Fee

- 2.1. In the absence of any other agreement, the provisions of the RATG and the AHK shall apply to the Contractor's fee (see point 1.2.).
- 2.2. The Client acknowledges that any estimate made by the Contractor, which is not expressly designated as binding, regarding the amount of the fee likely to be incurred is non-binding and is not to be regarded as a binding cost estimate, because the extent of the services to be provided in terms of quality and scope cannot be reliably assessed in advance.
- 2.3. In the case of tariff-based invoicing, the Contractor is entitled to invoice according to the tariff for each individual position (*Einzelleistungen*) instead of the collective tariff for service bundles (*Einheitssatz*) in accordance with Section 23 (1) and (3) RATG.
- 2.4. If remuneration of the Contractor has been agreed on the basis of an hourly fee, the Contractor shall also be entitled to invoice travel times on the basis of the agreed hourly rate. Time recording and invoicing shall be based on quarter hours.

The hourly rate for attorneys is € 350.00 net and for associates € 230.00 net. Unless otherwise agreed, these

hourly rates are based on the 2015 consumer price index (starting point: July 2024). These are net amounts to which cash expenses, travel and accommodation costs, other costs and taxes (in particular VAT) are added.

- 2.5. The Contractor shall be entitled to submit fee notes at any time, but at least monthly, and to demand fee advances.
- 2.6. Any claim for reimbursement of costs against an opposing party may only cover part of the agreed fee. If a court decision on costs reduces the Contractor's recorded costs, the Client shall be obliged to pay the difference in costs. The Contractor shall be entitled to any reimbursement of costs imposed on the opponent in excess of the agreed fee.
- 2.7. If a mandate is issued by several Clients in one legal matter, the Clients shall be jointly and severally liable for all resulting claims of the Contractor.

### **§ 3**

#### **Legal expenses insurance**

- 3.1. If the Client has legal expenses insurance, it must inform the Contractor of this immediately and provide the necessary information. If information is not provided in good time, the Client shall be liable for the resulting consequences.
- 3.2. If the legal expenses insurance does not cover the entire fee, the Client is obliged to pay the difference to the reasonable fee.

### **§ 4**

#### **Retention obligation**

The Contractor shall be obliged to retain files for the legally prescribed period from the end of the mandate and to provide the Client with copies during this period if required. The Client agrees to the destruction of the files (including original documents) after the expiry of this retention obligation.

### **§ 5**

#### **Liability of the Contractor**

- 5.1. The Contractor shall be liable for personal injury to the Client regardless of the degree of fault, but shall only be liable for damage to the Client's property in the event of gross negligence or intent. To the extent permitted by law, any liability for indirect damage, consequential damage and other financial losses as well as for loss of profit, damage to third parties and expected but unrealized savings is excluded.

- 5.2. Furthermore, the Contractor's liability shall be limited to the Contractor's liability insurance volume (€ 2,400,000.00; from 01.03.2025: € 10,000,000.00). Any liability exceeding this maximum amount is expressly excluded. At the request and expense of the Client, an increase in the maximum liability amount can be agreed separately in writing.
- 5.3. If there are two or more competing claimants, the maximum amount for each individual claimant shall be reduced in proportion to the amount of the claims.
- 5.4. The limitation of liability shall apply in favor of all persons working for the Contractor (partners, managing directors, employed attorneys, attorneys in a substitution relationship, associates, other employees).
- 5.5. Any liability for damages on the part of the individual attorneys commissioned to handle a representation, regardless of their legal form in relation to the Contractor, is expressly excluded.

### **§ 6**

#### **Data protection**

The Client consents to the processing of personal data by the Contractor in accordance with the data protection information available at [www.m3-ra.at/datenschutzinformation](http://www.m3-ra.at/datenschutzinformation).

### **§ 7**

#### **Declarations**

Declarations by the Contractor to the Client shall in any case be deemed to have been received if they are sent to the address provided by the Client when the mandate was issued or to the changed address subsequently communicated in writing. Notifications by email shall have the same legal effect. Unless otherwise instructed in writing by the Client, the Contractor shall be entitled to conduct email correspondence with the Client in unencrypted form. The Client declares that it is informed of the associated risks (in particular access, confidentiality, alteration of the message in the course of transmission) and agrees, in full knowledge of these risks, that email correspondence will not be carried out in encrypted form.

### **§ 8**

#### **Applicable law and place of jurisdiction**

- 8.1. The mandate is subject to Austrian substantive law.
- 8.2. For all disputes, the competent court for 4020 Linz shall have jurisdiction. The jurisdiction regulation of § 14 KSchG applies to consumers.