

Civil Engineering Contract

entered into between

subsequently referred to as "Principal",

and

subsequently referred to as "Contractor",

as follows:

<u>1.</u>	<u><i>Subject of the Contract</i></u>	<u>3</u>
<u>2.</u>	<u><i>Basis of Agreement</i></u>	<u>3</u>
<u>3.</u>	<u><i>Scope of Performance / Extra Services</i></u>	<u>3</u>
<u>4.</u>	<u><i>Preliminary Works / Obligation of the Principal to participate</i></u>	<u>3</u>
<u>5.</u>	<u><i>Time Schedule</i></u>	<u>4</u>
<u>6.</u>	<u><i>Fee</i></u>	<u>4</u>
<u>7.</u>	<u><i>Terms of Payment</i></u>	<u>5</u>
<u>8.</u>	<u><i>Delay / Interruption / Obstruction of Execution of the Order</i></u>	<u>5</u>
<u>9.</u>	<u><i>Obligation of Secrecy</i></u>	<u>5</u>
<u>10.</u>	<u><i>Protection of Interest and Consultation of the Principal</i></u>	<u>6</u>
<u>11.</u>	<u><i>Power of Attorney</i></u>	<u>6</u>
<u>12.</u>	<u><i>Deposit and Surrender of Documents</i></u>	<u>7</u>
<u>13.</u>	<u><i>Copy Right</i></u>	<u>7</u>
<u>14.</u>	<u><i>Insurance</i></u>	<u>8</u>
<u>15.</u>	<u><i>Liability / Warranty</i></u>	<u>8</u>
<u>16.</u>	<u><i>Revocation of Contract</i></u>	<u>9</u>
<u>17.</u>	<u><i>Set-off / Right of Retention</i></u>	<u>10</u>
<u>18.</u>	<u><i>Mediation / Legal Venue / Arbitration Agreement</i></u>	<u>10</u>
<u>19.</u>	<u><i>Final Provisions</i></u>	<u>11</u>

1. Subject of the Contract

Subject of this Contract are services for the project _____ as stated in annex 1.

2. Basis of Agreement

The following rules and provisions shall apply in the following sequence:

2.1. This Contract including its annexes.

2.2. Basis of planning.

2.3. The fee guidelines for _____ presently in force;
in any case the general part of the fee guidelines (AT) shall apply.

2.4. The legal (construction) provisions, the relevant technical provisions published by the Austrian standardization institute (ÖNORMEN), and _____. The stricter rule or the rule of higher quality overrides the other(s); in any case, the state-of-the-art in technology has to be observed.

2.5. The provisions of the Austrian General Civil Law Act (ABGB).

3. Scope of Performance / Extra Services

3.1. The Contractor shall supply the services as named in annex ____ of this Contract.

3.2. In case the Principal requires from the Contractor services which are not comprised in this Contract, the contracting parties have to agree upon the remuneration for these services in advance.

4. Preliminary Works / Obligation of the Principal to participate

4.1. The Principal shall provide the Contractor with the following documents at the time of conclusion of the Contract:

4.2. The Principal intends to retain the following specialized planners with further (planning) services:

5. Time Schedule

5.1. The civil engineering services mentioned in clause 3. shall be performed in the following time periods:

5.2. The final dates for the performance of the respective partial services and the total duration of the Contract will be fixed in a mutually agreed time schedule which will constitute an integrating part of this Contract.

5.3. The Principal is obliged to make his decisions in due time in order to avoid any delay in the scheduled progress of the project.

6. Fee

6.1. The services of the Contractor will be invoiced and remunerated according to annex ____.

6.2. Incidental expenses

Incidental expenses will be reimbursed by a lump-sum payment of ____ % of the Fee. In addition, the following incidental expenses shall be invoiced according to the actual expenditure:

- costs for construction of models or, if required by Principal, costs for representations in perspective and computer simulations
- official commission duties, stamp and legal fees, administrative charges, court fees and such alike
- copies and duplication of documents and plans that exceed the number of copies (.....) covered by the lump-sum reimbursement for incidental costs

- installation of a project management office
- ...

7. Terms of Payment

7.1. The Contractor's claims shall fall due upon presentation of part-invoices as follows:

7.2. Part-invoices shall fall due within 14 days, and the final invoice within 30 days, from receipt thereof by the Principal. The Contractor is entitled to charge VAT also with respect to part-invoices.

7.3. In case of default, the Principal has to pay interest for default to the legal extent.

7.4. Until payment of the final invoice, all documents supplied by Contractor such as plans, calculations etc. remain the property of the Contractor.

8. Delay / Interruption / Obstruction of Execution of the Order

8.1. The Contractor is entitled to charge the Principal for the documented extra costs if the services of the Contractor are delayed, obstructed or interrupted for more than ____ months for reasons which the Contractor is not responsible for.

8.2. If the interruption mentioned in clause 8.1. should exceed ____ months non-stop, the Contractor may demand that the parties mutually assess the status of the services performed until then, and that these services shall be invoiced and paid.

8.3. In case of delay, obstruction or interruption of the services for more than _____ months non-stop, each contracting party shall be entitled to repudiate the Contract.

9. Obligation of Secrecy

The Contractor shall maintain complete secrecy concerning all circumstances and other information which he became aware of in the course of planning and construction or which were confided to him by the Principal, unless the Principal explicitly releases the Contractor from this obligation.

10. Protection of Interest and Consultation of the Principal

10.1. Due to the trust relationship between the Principal and the Contractor, the latter is obliged to safeguard the interests of the Principal within the scope of his obligations under this Contract. In particular, the Contractor shall not be entitled to accept any benefits offered to him by a third party. He is obliged to surrender any advantages otherwise achieved to the Principal.

10.2. Within the scope of his contractual obligations, the Contractor has to advise the Principal about the relevant circumstances concerning the implementation of the project with the diligence that must be observed by him as an expert. He also has to apply its expert knowledge with regard of a technically faultless and economical planning and implementation.

10.3. The Contractor shall supply the Principal at any time with all information required by the latter with regard to the implementation of his contractual obligations, and he shall take wishes and orders of the Principal into account. Should the Contractor, while observing his dutiful diligence, have doubts concerning the expedience or suitability of the Principal's wishes and orders, he shall inform the Principal demonstrably within the scope of his duty of warning and information.

11. Power of Attorney¹

11.1 According to his mandate within the scope of the assigned services, the Contractor is authorized to represent the Principal before authorities and all third parties who have to perform services for the building project. This Power of Attorney comprises all necessary and usual representative acts which are required for the implementation of the project at hand, particularly the conducting of the necessary negotiations with authorities and other contractors engaged in the project, the revocation of contracts according to § 918 General Civil Law Act (ABGB), the control of the work of the implementing entrepreneurs and other contractors, the placing of orders for correction of defects and substitute performance, as well as the exercise of the domiciliary rights at the building site.

11.2. The Power of Attorney does not comprise the placing of orders with the performing entrepreneurs and the special experts required for the implementation of the project, and

¹ please delete or adapt if not applicable

the contractually binding acceptance of part- or final invoices submitted by the performing entrepreneurs and special experts.

11.3. The Contractor shall receive a written Power of Attorney containing the above mentioned powers in order to be able to prove his authorization to authorities, owners of adjacent land, other contractors and any other third parties.

11.4. _____ will be the team leader on the part of the Contractor. Any change has to be announced to the Principal in writing.

12. Deposit and Surrender of Documents

12.1. The original plans and data shall remain with the Contractor who has to keep them on file in a proper manner.

12.2. However, the Contractor is obliged to provide the Principal, upon the Principal's request and at his expense, with copies of the documents in hardcopy and/or in a non-alterable digital data format. If, on the basis of a separate agreement, documents are submitted in an alterable digital data format with the consent of the Contractor, the Contractor shall not be liable in case of changes or adaptations of these data; the Principal shall hold the Contractor harmless with regard to any such changes and/or adaptations.

12.3. The storage obligation of the Contractor ends ten years after acceptance of performance. However, the Contractor may terminate his storage obligation earlier by surrendering the documents to the Principal.

13. Copy Right

13.1. The copyright and the rights of exploitation resulting therefrom concerning the plans, sketches, models etc. shall remain with the Contractor even after payment of the Fee.

13.2. The Principal is entitled to use the plans for the building project at hand in the course of the implementation thereof even without the participation or consent of the Contractor. This right comprises only one single execution of the construction work according to the plans and the Contract. The plans/documents may not be used for other projects and/or passed on to third parties without the consent of the Contractor. In case of contravention, the Contractor shall not be liable in any respect whatsoever. The Principal shall hold the Contractor harmless with respect to the foregoing. This shall not

affect any claims of the Contractor resulting from the contract-breaching use of the plans/documents.

13.3. The Principal is obliged to grant the Contractor access to the building after termination of the Contract for the purpose of gathering information on the constructional condition or in order to take photographs or other recordings, unless justified interests of the Principal would thereby be impaired.

13.4. The Contractor is entitled, and the Principal is obliged to quote the name of the Contractor in publications and announcements concerning the building. The Contractor has the right to enjoin the Principal from publishing the Contractor's name if the contractual relationship is prematurely terminated or if the building project is modified after completion without the consent of the Contractor.

14. Insurance

The Contractor declares that he has a valid liability insurance covering damages resulting from any violation of his obligations under this Contract with an insured value of _____ and a self-retention of _____. The Contractor is obliged to present a confirmation of valid insurance cover upon request by the Principal.

15. Liability / Warranty

15.1. In the case of a joint venture, each partner is jointly and severally liable for the entire performance of the services.

15.2. The Contractor shall perform its services in accordance with the state-of-the-art in technology. The Contractor warrants the correctness, completeness, and feasibility of its plans, calculations and other services concerning the subject of the Contract.

15.3. In case of ordinary negligence the Contractor shall only be liable up to the insured value as mentioned in clause 14.

15.4. The warranty period for all services performed by the Contractor is three years beginning with the completion of the contractually agreed over-all performance.

15.5. The Principal is aware that the plans and other documents may be used only after their approval by the authorities and upon express release thereof by the Contractor.

16. Revocation of Contract

16.1. The revocation of this Contract is only possible on account of an important reason that renders, or would render, the continuation of the contract relationship unacceptable. The following shall be considered important reasons, among others:

16.1.1. for the Principal, if

- the Principal refrains from the implementation of the building project;
- the Contractor continuously violates the Contract despite written complaint;
- the Contractor is overdue on performance despite reasonable extension of delay;
- a bankruptcy proceeding is adjudicated concerning the assets of the Contractor, or if a bankruptcy petition was dismissed for lack of assets covering costs;
- the preconditions of Clause 8.3. are met.

16.1.2. for the Contractor, if

- the Principal violates the Contract or is in default of his obligation to participate despite written complaint;
- the Principal finally defeats the proper performance of the services;
- a bankruptcy proceeding is adjudicated concerning the assets of the Principal, or if a bankruptcy petition was dismissed for lack of assets covering costs;
- the preconditions of clause 8.3. are met.

16.2. The revocation of Contract has to be declared in writing by certified mail.

16.3. If the revocation of Contract is based on a reason for which the Contractor is responsible, he shall only be entitled to receive payment for the services that he has performed until the day of revocation.

16.4. The foregoing shall not affect the right of each contracting party to claim damages from the other party because of that party's fault that led to the premature termination of the Contract.

17. Set-off / Right of Retention

17.1. If the Principal wants to offset damage claims, in particular claims because of damages to the building, against due payment claims of the Contractor, he shall be obliged to indicate precisely both the causes and the amount of the occurred damage, in order to allow the assignment of the damages to the respective parts of the building and the ascertainment of the extent of the damages. A set-off which does not meet these preconditions shall be ineffective.

17.2. The Contractor's fees may be retained, in whole or in part, only to such an extent as equals the estimated costs of repair.

18. Mediation / Legal Venue / Arbitration Agreement

18.1. Before resorting to the courts or to an arbitration tribunal, the parties will try to settle a dispute by mutual consent in the way of a mediation procedure, if possible. The solution agreed upon in the course of the mediation procedure shall be binding for all parties of the conflict.

18.2. Unless another legal venue shall compulsorily apply pursuant to § 14 Consumer Protection Act (KSchG), the parties agree that the legal venue shall be located at the business seat of the Contractor.

Alternative:

18.2. All legal disputes between the parties arising from this Contract shall be under the exclusive jurisdiction of an arbitration tribunal consisting of three arbitrators that shall convene for this purpose in the particular case, while ordinary jurisdiction is ousted. The decision of the arbitration tribunal is final and binding for both Contracting parties.

The arbitration tribunal shall be located at the place of the business seat of the Contractor, unless another legal venue is compulsorily applicable pursuant to § 14 Consumer Protection Act (KSchG). The arbitration tribunal shall decide by majority of the votes.

§§ 577 et seqq. of the Civil Procedure Act (ZPO) are applicable.

If the arbitration tribunal is not established for any reason, or if an action for reversal of the arbitration award is successful, the contracting parties agree that the seat of the

Contractor shall be the legal venue for all disputes arising from the contractual relationship, unless another legal venue is compulsorily applicable pursuant to § 14 Consumer Protection Act (KSchG).

19. Final Provisions

19.1. If any provision of this Contract should be or become legally ineffective, this shall have no influence on the validity of the other contractual provisions and the Contract itself. In such a case the ineffective provision shall be considered to be substituted by an effective and economically best corresponding provision. The same applies to any gaps of the Contract or to matters not provided for sufficiently in the Contract.

19.2. In order to be effective, modifications and supplements of this Contract need to be in writing and signed by each person authorized to sign according to this Contract. This also applies to the departure from this form requirement.

19.3. This Contract shall be governed exclusively by Austrian Law.

19.4. This Contract is produced in two copies; each contracting party receives one copy.

Annexes: _____ (./1)

_____, on the _____

Principal

Contractor