

S A M P L E GTCs
for Cooperation Service Contracts
between the
Austrian Drug Screening Institute GmbH (ADSI)
and its
contractual partners

1. Applicability of the General Terms and Conditions

1.1. Any and all business dealings of and with the Austrian Drug Screening Institute GmbH, which is represented by CEO Prof. Mag. Markus Pasterk, Innrain 66a, 6020 Innsbruck, commercial register no. 375923d (hereinafter referred to as: ADSI GmbH), are subject exclusively to the General Terms and Conditions hereunder. These General Terms and Conditions are binding for any and all present and future business dealings with ADSI GmbH even if they are not expressly referred to.

1.2. Conflicting, deviating or supplementary General Terms and Conditions of the service client are invalid unless ADSI GmbH expressly acknowledges them in writing.

2. Scope of Service Order / Use of Agents

2.1. The scope of each service order is contractually agreed for each individual case.

2.2. ADSI GmbH is entitled to instruct third parties to, fully or partially, perform its obligations. ADSI GmbH shall be solely responsible for paying any such third party. No contractual relationship whatsoever shall arise between the third party and the service client.

2.3. For the duration of this contractual relationship until one year after termination thereof, the service client undertakes to disclose any business relation to persons or companies that ADSI GmbH uses to perform its contractual obligations.

3. Protection of Intellectual Property

- 3.1.** Copyrights of the works created in the course of developing new methods by ADSI GmbH and its staff as well as third parties instructed by ADSI GmbH (including but not limited to analyses, expert opinions, data carriers, etc.) remain with ADSI GmbH. They must only be used by the service client for the contractually agreed purposes for the duration of the contractual relationship until one year after termination thereof. Insofar, the service client is not entitled to copy or reproduce and/or distribute the work(s) without ADSI GmbH's express consent. Under no circumstances shall ADSI GmbH assume any liability whatsoever towards third parties for, including but not limited to, accuracy of the work, for example, as a result of any unauthorized copy or reproduction / distribution of the work.
- 3.2.** Any violation of the provision under clause 3.1. on the part of the service client shall entitle ADSI GmbH to prematurely terminate the contractual relationship and seek relief for other statutory claims, including but not limited to injunctive relief and/or damages.

4. Warranty

- 4.1.** The time limit for warranty is six months from acceptance of the services performed by ADSI GmbH and provided to its service clients. After six months, this claim shall expire.
- 4.2.** Proof for the existence of defects must be provided by the service client. Section 924 of the Austrian Civil Code shall not apply.
- 4.3.** Any observed defects must be reported by the service client without delay, in detail and in writing.
- 4.4.** In the event of warranty, ADSI GmbH is entitled to choose which form of warranty (improvement, exchange, price reduction or revocation) it will provide.
- 4.5.** If ADSI GmbH remedies defects outside of warranty or provides other services or force account work, it shall charge the client therefor based on the actual work done in accordance with the contract at hand.

5. Liability / Damages

- 5.1.** ADSI GmbH shall be liable towards the service client for any damage – except personal injuries – in case of gross fault (deliberate intent or gross negligence) only. The same shall apply analogously to any damage resulting from third parties called in by ADSI GmbH.
- 5.2.** Any claims for damages by the service client must be brought in court within six months of knowledge of the damage and the damaging party. The time limit for liability shall expire six months after the service client's gaining knowledge of the damage and the damaging party.
- 5.3.** ADSI GmbH shall not be liable for indirect damage, loss of profit, loss of interest, missed savings, consequential and proprietary damage, damage resulting from claims raised by third parties or the loss of data and programs and their recovery.
- 5.4.** The service client shall be liable for any damage whatsoever related to any contractual material and contractual documents provided.
- 5.5.** The service client must prove in each case at hand that ADSI GmbH was at fault for the damage.
- 5.6.** If, whatever the case may be, a penalty to be paid by ADSI GmbH has been agreed, the penalty can be reduced pursuant to judicial discretion and any further damages beyond the penalty are excluded.

6. Secrecy / Data Protection

- 6.1.** ADSI GmbH undertakes to maintain absolute secrecy about all business matters it gains knowledge of, including but not limited to business and trade secrets as well as all kinds of information it obtains on the nature, scope of business and practical activity of the service client.
- 6.2.** In addition, ADSI GmbH undertakes to maintain secrecy towards third parties about the entire content of the work as well as all information and

circumstances it has gained access to in connection with the creation of the work, including but not limited to the data of clients of the service client.

6.3. The service client irrevocably undertakes to maintain secrecy about all business or trade secrets he has been given access to or provided by ADSI GmbH or gained knowledge of in connection with or due to a business relationship or the contact with ADSI GmbH, and to not disclose them or make them accessible in any way to third parties without the express written consent of ADSI GmbH. Furthermore, the service client undertakes to only use information in the framework of the concluded contract.

6.4. ADSI GmbH is released from its obligation of confidentiality towards any agents and representatives it employs. However, it must fully transfer its obligation of secrecy onto them.

6.5. Both ADSI GmbH and the service client must maintain confidentiality for an unlimited period of time beyond termination of the contractual relationship. Exceptions shall be made where a statutory obligation to give evidence applies.

6.6. ADSI GmbH is entitled to process personal data provided to it for the purposes defined in the contractual relationship. The service client warrants to ADSI GmbH that all measures required therefor, including, in particular, those within the meaning of the Data Protection Act, the General Data Protection Regulation, such as declarations of consent by those affected, have been taken.

7. Remuneration

7.1. ADSI GmbH is entitled to submit interim invoices according to work progress and demand payments on account according to the progress made. Payment of an invoice shall be due upon its submission by ADSI GmbH.

7.2. ADSI GmbH shall issue each invoice with all the details prescribed under the law so as to enable input tax deduction.

7.3. In addition, the service client shall remunerate ADSI GmbH for any cash expenditures, incidentals, etc. upon receipt of invoice thereof.

- 7.4.** If the work is not executed for reasons to be attributed to the service client's sphere of responsibility or due to any justified premature termination of the contractual relationship by ADSI GmbH, ADSI GmbH shall remain entitled to its claim to payment of the full contractually agreed remuneration less saved expenses.
- 7.5.** In case of non-payment of interim invoices, ADSI GmbH shall be released from its obligation to provide further services. However, any claims arising from non-payment shall remain unaffected.

8. Electronic submission of invoices

- 8.1.** ADSI GmbH is entitled to submit invoices to the service client electronically, too. The service client declares its express consent to being sent electronic invoices by ADSI GmbH.

9. Final provisions

9.1. Severability

Should any of the provisions of these General Terms and Conditions be and/or become invalid, validity of the remaining provisions and of the contracts concluded on the basis thereof shall remain unaffected. The invalid provision shall be replaced by a valid provision that best serves the idea and economic purpose of the invalid provision.

9.2. Declaration of Completeness

The parties to this Agreement declare that all the information they have provided hereunder is true and has been given with due care. They undertake to notify each other of any changes without delay.

9.3. Formal Requirements

Any modifications of the contract and these General Terms and Conditions must be made in writing. The same shall apply in the event of any change of these formal requirements. No verbal subsidiary agreements have been made.

9.4. Place of Jurisdiction and Applicable Law

This contract is subject to substantive Austrian law to the exclusion of the conflict of law rules under international private law. The place of performance is the place of the business office of ADSI GmbH. The Regional Court of Innsbruck at 6020 Innsbruck shall have international, subject-matter and territorial jurisdiction in any disputes arising from the contracts between ADSI GmbH and its service clients.