

General Terms and Conditions (T&CS) of PowerSecure Elektro- u. Sicherheitstechnik GmbH

1. **Scope**
 - 1.1. These T&CS shall apply between PowerSecure and natural as well as legal persons (hereinafter referred to as „Contractual Partner“) for the present legal transaction and, with regard to business contractual partners, also for all future transactions, even if no explicit reference is made thereto in individual cases, in the particular in the case of future supplementary or follow-up orders.
 - 1.2. With respect to business contractual partners, the version of our T&CS valid at the time of conclusion of the contract shall apply, available on our homepage (<http://www.power-secure.at>).
 - 1.3. We contract exclusively on the basis of our T&CS.
 - 1.4. Terms and conditions of the Contractual Partner, in particular provisions contained therein regarding contractual penalties or amendments or supplements to our T&CS, shall require our express consent in order to be valid – which, with regard to business contractual partners, must be given in writing.
 - 1.5. Terms and conditions of the Contractual Partner shall not be recognized even if we do not expressly object to them after receipt.
 2. **Offer / Conclusion of Contract**
 - 2.1. Our offers are non-binding.
 - 2.2. Commitments, assurances and guarantees on our part or agreements deviating from these T&CS in connection with the conclusion of the contract shall only become binding towards business contractual partners upon our written confirmation.
 - 2.3. Information regarding our products and services contained in catalogues, price lists, brochures, trade fair presentations, circulars, advertising mailings or other media (information material), which cannot be attributed to us, must be disclosed to us by the Contractual Partners if the Contractual Partner bases their decision to place an order on such information. In this case, we may comment on their accuracy. If the Contractual Partner breaches this obligation, such information shall be non-binding unless it has been expressly declared - in the case of business contractual partners in writing – to form part of the contract.
 - 2.4. Cost estimates are provided without guarantee and are free of charge, unless otherwise agreed.
 3. **Prices**
 - 3.1. Price indications are generally not to be understood as fixed prices.
 - 3.2. For services ordered by the Contractual Partner that are not covered by the original order, there shall be an entitlement to reasonable remuneration.
 - 3.3. Prices are stated exclusive of the applicable statutory value-added tax and ex warehouse. Packaging, transport, loading and shipping costs as well as custom duties and insurance shall be borne by the business contractual partner. With regard to consumers as contractual partners, these costs shall only be charged if this has been individually agreed. We are only obliged to take back packaging if expressly agreed.
 - 3.4. The proper and environmentally compliant disposal of old materials shall be arranged by the Contractual Partner. If we are separately commissioned to do so, this shall be remunerated additionally by the Contractual Partner to the agreed extent, or, in the absence of a remuneration agreement, in a reasonable amount.
 - 3.5. If the Contractual Partner does not enable delivery, including parking facilities, within a maximum of 500 meters, the additional effort shall be compensated by a surcharge of EUR 9.50 per person and per commenced kilometer. Likewise, an additional charge of EUR 15.00 per person and per floor to be overcome shall apply where no suitable lift is available for the proper transport of all contractual services. The stated amounts are value-secured and are based on the construction cost index of the WKO (preisumrechnung.at) for the electrical installation and lightning protection trade, Federal State of Vienna, with April 2025 as the base price level, or any index replacing it.
 - 3.6. We shall be entitled, at our own discretion, and obliged upon request of the Contractual Partner, to adjust the contractually agreed remuneration if changes at least 5% occur with regard to
 - 3.6.1. (a) labor costs due to laws, regulations, collective agreements or works agreements; or
 - 3.6.2. (b) other cost factors necessary for the provision of services, such as material costs based on recommendations of the Parity Commissions or changes in national or global market prices for raw materials, changes in relevant exchange rates, etc., that have occurred since the conclusion of the contract.The adjustment shall be made to the extent that the actual production costs at the time of conclusion of the contract differ from those at the time of actual performance, provided that we are not in default.
 - 3.7. The remuneration in the case of continuing obligations shall be value-secured in accordance with the construction cost index of the Austrian Federal Economic Chamber (WKO) (preisumrechnung.at) for the electrical installation and lightning protection trade, Federal State of Vienna with April 2025 as the base price level, or any index replacing it.
 - 3.8. With regard to consumers as contractual partners, an adjustment of the remuneration in accordance with clause 3.5 or clause 3.6 shall only be made if such adjustment has been expressly and individually agreed and if the services are not to be performed within two months after the conclusion of the contract.
 - 3.9. Cables laid in a curved manner shall be measured along the outer curve. Fittings and built-in components shall be included in the pipe measurement but shall be invoiced separately. Interruptions of up to a maximum of 1 meter shall not be considered.
 - 3.10. If billing is carried out based on measurements and a joint determination of such measurements has been agreed, the Contractual Partner, in the event of absence despite timely invitation, shall bear the burden of proof that the determined measurements were not correctly established.
4. **Supplied Goods (Customer-Supplied Materials)**
 - 4.1. If devices or other materials are supplied by the Contractual Partner, they shall not be subject to warranty. The quality and operational readiness of such supplied items shall be the responsibility of the Contractual Partner.
5. **Invoicing and Payment**
 - 5.1. Invoicing by PowerSecure shall – unless otherwise agreed – take place immediately after performance or in partial amounts according to the progress of the work. PowerSecure reserves the right, in the case of extensive projects, to request an advance payment as well as to issue partial invoices in accordance with the progress of construction.
 - 5.2. Invoices shall generally be transmitted electronically in PDF format by email. The Customer expressly agrees to this method of invoice delivery.
 - 5.3. New customers shall always be subject to advance payment unless otherwise agreed in writing.
 - 5.4. Unless expressly agreed otherwise, all invoice amounts shall be due within 7 days from the invoice date without any deductions.
 - 5.5. PowerSecure reserves the right, in the event of a negative credit assessment or known payment delays, to change existing payment terms to advance payment.
 - 5.6. Invoice objections must be submitted by the Customer to PowerSecure in writing within 7 days from the invoice date. After expiry of this period, the invoice shall be deemed accepted.
 - 5.7. The entitlement to a cash discount deduction shall require an express agreement – which, with regard to business contractual partners, must be made in writing.
 - 5.8. Payment allocations made by the Contractual Partner shall not be binding on us.
 - 5.9. In the absence of payment allocation, payments shall be applied to the oldest outstanding claim.
 - 5.10. With regard to business contractual partners, we are entitled, in accordance with Section 456 of the Austrian
- Commercial Code (UGB), to charge interest on arrears at a rate of 9.2 percentage points above the base interest rate in the event of culpable default in payment. With regard to consumers, we charge an interest rate of 4%.
- 5.11. The right to claim further damages for default is reserved; however, with regard to consumers as contractual partners, this shall only apply if individually agreed.
 - 5.12. If the business contractual partner is in default of payment under other contractual relationships existing with us, we shall be entitled to suspend the performance of our obligations under this contract until the Contractual Partner has fulfilled their obligations.
 - 5.13. In such a case, we shall also be entitled to declare all claims for services already rendered under the ongoing business relationship with the Contractual Partner as due. With regard to consumers as contractual partners, this shall only apply if an outstanding payment has been due for at least six weeks and we have unsuccessfully reminded the Contractual Partner, granting an additional period of two weeks and indicating these consequences.
 - 5.14. The Contractual Partner shall only be entitled to set off claims insofar as counterclaims have been legally established or acknowledged by us. Consumers as contractual partners shall also be entitled to set off claims insofar as the counterclaims are legally connected with the payment obligation of the Contractual Partner, as well as in the event of insolvency of our company.
 - 5.15. In the event of exceeding payment deadlines, granted benefits (discount, reductions, etc.) shall lapse and shall be added to the invoice.
 - 5.16. In the event of default in payment, the Contractual Partner undertakes to reimburse us for the costs necessary and appropriate for the assertion of the claim (reminder fees, collection costs, legal fees, etc.). In particular, the Contractual Partner undertakes – in addition to clause 5.10 - in the event of culpable default in payment, to pay reminder fees per reminder in the amount of EUR 200.00, insofar as this is proportionate to the claim being pursued.
 - 5.17. Each year, we observe a company holiday period from mid-December to mid-January. During this period, our business operations are only partially staffed or not staffed at all. All contractually agreed deadlines, in particular payment deadlines, inspection periods, response or cooperation periods, shall be suspended for the duration of the company holiday. The continuation of the respective period shall only commence on the first subsequent working day after the end of the company holiday. Deadlines that have already begun prior to the start of the company holiday shall be extended accordingly.
The current start and end dates of our company holiday can be requested at any time by email at office@power-secure.at.
6. **Credit Assessment**
 - 6.1. The Contractual Partner expressly consents that their data may be transmitted exclusively for the purpose of the creditor protection to the officially privileged creditor protection associations Alpenländischer Kreditorenverband (AKV), Insolvenzschutzverband für Arbeitnehmerinnen/Arbeitnehmer (AK), Kreditschutzverband von 1870 (KSV) and Österreichischer Verband Creditform (ÖVC).
7. **Obligations to Cooperate of the Contractual Partner**
 - 7.1. Our obligations to perform shall commence at the earliest once the Contractual Partner has fulfilled all structural, technical and legal prerequisites for execution, as specified in the contract or in information provided to the Contractual Partner prior to the conclusion of the contract, or which the Contractual Partner should have been aware of based on relevant expertise or experience.

- 7.2. In particular, prior to the commencement of performance, the Contractual Partner shall, without being requested to do so, provide information regarding the location of concealed electricity, gas and water lines or similar installations, escape routes, other structural obstacles, other possible sources of interference, sources of danger, as well as the required structural data and any related planned changes.
- 7.3. If the Contractual Partner fails to comply with his obligation to cooperate, our performance shall not be deemed defective, solely with regard to any reduced performance capability resulting from incorrect information provided by the Contractual Partner.
- 7.4. The information and documents required for the execution of the respective order may be obtained from PowerSecure upon request.
- 7.5. The Contractual Partner shall obtain, at their own expense, the necessary approvals from third parties as well as notifications and permits from the authorities (e.g. registration of electricity supply). We shall point these out in the course of concluding the contract, unless the Contractual Partner has waived this or the business contractual partner should have possessed such knowledge based on their education or experience.
- 7.6. The energy and water quantities required for the performance, including trial operation, shall be provided by the Contractual Partner at their own expense.
- 7.7. The Contractual Partner shall likewise be liable for ensuring that the technical systems, such as supply lines, cabling, networks and the like, are in a technically proper and operational condition and are compatible with the works to be produced or goods to be supplied by us.
- 7.8. We shall be entitled, but not obliged, to inspect such installations against separate remuneration.
- 7.9. The Contractual Partner shall provide us, free of charge, with lockable rooms for the accommodation of workers as well as for the storage of tools and materials for the duration of the performance.
- 8. Performance**
- 8.1. We shall only be obliged to consider subsequent requests by the Contractual Partner for changes or extensions if they are technically necessary in order to achieve the purpose of the contract.
- 8.2. Minor changes to our performance that are objectively justified and reasonable for the business contractual partner shall be deemed approved in advance. With regard to consumers, this right shall only apply if it has been agreed on a case-by-case basis.
- 8.3. If, for only reason whatsoever, the order is modified or supplemented after it has been placed, the delivery/performance period shall be extended by a reasonable period.
- 8.4. If, after the conclusion of the contract, the Contractual Partner requests performance within a shorter period, this shall constitute a modification of the contract. This may require overtime and/or result in additional costs due to the acceleration of material procurement, and the remuneration shall increase accordingly in proportion to the necessary additional effort, as well as any other consequences of accelerated performance.
- 8.5. PowerSecure does not guarantee that such subsequently requested changes to the performance can be carried out in accordance with the Contractual Partner's wishes and shall be subject to the availability of resources.
- 8.6. Partial deliveries and services that are objectively justified (e.g. system size, construction progress, etc.) shall be permissible and may be invoiced separately.
- 9. Performance Periods und Deadlines**
- 9.1. Periods and deadlines shall be extended in the event of force majeure, strikes, unforeseeable delays by our suppliers for which we are not responsible, or other comparable events beyond our control (e.g. adverse weather conditions), for the duration of such event. The Contractual Partner's right to withdraw from the contract in the event of delays that render continued adherence to the contract unreasonable shall remain unaffected.
11. If the commencement of performance or the execution is delayed or interrupted due to circumstances attributable to the Contractual Partner, in particular as a result of a breach of the obligations to cooperate pursuant to clause 8 of these T&Cs, the performance periods shall be extended accordingly and agreed completion dates shall be postponed accordingly.
- 9.3. We shall be entitled to charge 5% of the invoice amount per commenced month of delay in performance for the necessary storage of materials, equipment and the like at our premises, without prejudice to the Contractual Partner's obligation to pay and to accept the performance.
- 9.4. With regard to business contractual partners, delivery and completion dates shall only be binding if their observance has been confirmed in writing.
- 9.5. In the event of delay in the performance of the contract on our part, the Contractual Partner shall be entitled to withdraw from the contract after granting a reasonable grace period. The granting of such grace period must be made in writing (by business contractual partners by means of a registered letter), simultaneously threatening withdrawal from the contract.
- 10. Notice of Limitation of Scope of Services**
- 10.1. In the course of installation and repair work, damage may occur (a) to existing (pipe) lines or equipment as a result of non-identifiable circumstances (in particular structural conditions) or material defects of the existing structure, or (b) during chiseling work in non-cohesive masonry. Such damage shall only be our responsibility if it has been caused by us through fault.
- 10.2. In the case of instructed repairs, only very limited durability corresponding to the circumstances can be expected.
- 10.3. In the case of provisional repairs, the Contractual Partner shall promptly arrange for proper professional repair.
- 10.4. We expressly point out that the securing of properties, objects, openings, rooms and/or persons by means of detectors results in
- an alarm being triggered upon intrusion into the secured area and/or
 - an alarm being triggered in the event of physical changes within the secured areas compared to the parameters specified by the manufacturer or adjusted to the Contractual Partner's specifications.
- 10.5. Alarm systems do not provide any functions or protection beyond this, in particular not for the prevention of burglary.
- 10.6. False and/or deceptive alarms, in particular caused by incorrect operation or environmental influences, cannot be excluded.
- 10.7. The delivered devices and services provided offer only such level of security as may be expected on the basis of approval regulations, operating instructions, supplier specifications, generally accepted rules of technology, and other instructions agreed as part of the contract.
- 10.8. Due to physical limitations, 100% availability of radio transmission cannot be guaranteed in any wireless system and, also not in any wireless alarm system.
- 10.9. For the installation of wireless systems, a prior measurement is generally required to determine whether such a system is functional at the desired locations. If, at the request of the Contractual Partner, such a measurement is omitted for cost reasons, the performance shall be deemed contractually compliant even if the system is unable to provide its functions after completion. Any additional expenses required to achieve functionality, if subsequently requested by the Contractual Partner, shall also be borne by the Contractual Partner.
- 11. Transfer of Risk**
- 11.1. The transfer of risk upon dispatch of the goods to the consumer shall be governed by § 7b KSchG.
- 11.2. The risk shall be passed on to the business contractual partner as soon as we make the object of purchase, the material or the work available for the collection at our premises or warehouse, deliver it ourselves, or hand it over to carrier.
- 11.3. The business contractual partner shall obtain appropriate insurance against the risk. Upon written request of the Contractual Partner, we undertake to take out transport insurance at the Contractual Partner's expense. The Contractual Partner approves any customary method of shipment.
- 12. Delay in Acceptance**
- 12.1. If the Contractual Partner is in default of acceptance for more than 6 weeks (refusal of acceptance, delay in preparatory obligations or otherwise), and the Contractual Partner has not remedied the circumstances attributable to them which delay or prevent performance despite the granting of a reasonable grace period, we shall be entitled, while the contract remains in the force, to otherwise dispose of the devices and materials specified for the performance, provided that in the event of continuation of performance we procure replacements within a period reasonable under the respective circumstances.
- 12.2. In the event of default of acceptance by the Contractual Partner, we shall also be entitled, if we insist on performance of the contract, to store the goods at our premises, for which we shall be entitled to a storage fee of 5% of the invoice amount per commenced month.
- 12.3. This shall not affect our right to declare the remuneration for services already rendered as due and to withdraw from the contract after granting a reasonable grace period.
- 12.4. The assertion of higher damages shall be permissible. With regard to consumers, this right shall only apply if it has been agreed on a case-by-case basis.
- 13. Retention of Title**
- 13.1. The goods delivered, installed or otherwise handed over by us shall remain our property until full payment has been made.
- 13.2. Resale shall only be permitted if we have been notified thereof in advance, stating the name and address of the buyer, and if we consent to the sale.
- 13.3. In the event of our consent, the purchase price claim of the business contractual partner shall be deemed assigned to us already at this point in time.
- 13.4. If the Contractual Partner is in default of payment, we shall be entitled, after granting a reasonable grace period, to demand the return of the goods subject to retention of title. With regard to consumers as contractual partners, we may only exercise this right if at least one outstanding payment has been due for at least six weeks and we have unsuccessfully reminded the consumer, granting a grace period of at least two weeks and indicating these legal consequences.
- 13.5. The Contractual Partner shall notify us without undue delay of the opening of insolvency proceedings over their assets or of any attachment of the goods subject to retention of title.
- 13.6. We shall be entitled, for the purpose of asserting our retention of title, to enter the location of the goods subject to retention of title, insofar as this is reasonable for the Contractual Partner, upon reasonable prior notice.
- 13.7. The Contractual Partner shall bear the necessary and reasonable costs incurred for the appropriate enforcement of legal claims.

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- 13.8. The assertion of retention of title shall only constitute a withdrawal from the contract if this is expressly declared.
- 13.9. Goods subject to retention of title that have been repossessed may be realized by us at our discretion and to the best possible extent with regard to business contractual partners.
- 13.10. Until full payment of all our claims has been made, the object of performance/purchase may neither be pledged, assigned by way of security, nor otherwise encumbered with rights of third parties. In the event of attachment or any other claim, the Contractual Partner shall be obliged to refer to our ownership rights and to notify us without undue delay.
- 14. Third-Party Rights**
- 14.1. If the Contractual Partner provides intellectual creations or documents and third-party rights are asserted with regard to such creations, we shall be entitled to suspend the manufacture of the delivery item at the risk of the Contractual Partner until the third-party rights have been clarified, and to claim reimbursement of the necessary and appropriate costs incurred by us, unless the claims are manifestly unfounded.
- 14.2. The Contractual Partner shall indemnify and hold us harmless in this regard.
- 14.3. We shall likewise be entitled to claim reimbursement from the Contractual Partner of the necessary and useful costs incurred by us.
- 14.4. We shall be entitled to request reasonable advance payments for any legal costs from business contractual partners.
- 15. Our Intellectual Property**
- 15.1. Plans, sketches, cost estimates and other documents provided by us or created through our contribution shall remain our intellectual property.
- 15.2. The use of such documents beyond their intended purpose, in particular their disclosure, reproduction, publication and making available, including even partial copying, shall require our express consent.
- 15.3. The Contractual Partner further undertakes to maintain confidentiality with regard to any knowledge obtained from the business relationship vis-à-vis third parties.
- 16. Warranty**
- 16.1. The provisions on statutory warranty shall apply.
- 16.2. The warranty period for our services shall be one year from delivery with regard to business contractual partners.
- 16.3. In the absence of an agreement to the contrary (e.g. formal acceptance), the time of delivery shall be the time of completion, at the least when the Contractual Partner has taken the performance under their control or has refused acceptance without stating reasons.
- 16.4. If a joint handover has been agreed and the Contractual Partner fails to attend the notified handover date, the handover shall be deemed to have taken place on that day.
- 16.5. The rectification of a defect alleged by the Contractual Partner shall not constitute an acknowledgement of such alleged defect.
- 16.6. The business contractual partner shall grant us at least two attempts to remedy defects.
- 16.7. We may avert a request for rescission by remedying the defect or granting an appropriate price reduction, provided that the defect is not substantial and irreparable.
- 16.8. If the Contractual Partner's claims of defects are unjustified, the Contractual Partner shall be obliged to reimburse us for the expenses incurred in determining the absence of defects or in remedying faults.
- 16.9. The business contractual partner shall always bear the burden of proof that the defect already existed at the time of delivery.
- 16.10. Defects in the delivered item which business contractual partners have detected or should have detected in the ordinary course of business upon inspection after delivery must be reported to us in writing without undue delay, at the latest, within 5 working days after delivery.
- 16.11. Any use or processing of the defective object of performance which may lead to further damage or impede or prevent the determination of the cause shall be discontinued by the Contractual Partner without undue delay, unless this is unreasonable.
- 16.12. If a notice of defects is not submitted in due time, the goods shall be deemed accepted.
- 16.13. The defective delivery or samples thereof shall – insofar as economically reasonable – be returned to us by the business contractual partners. Transport and travel costs incurred in connection with the remedy of defects shall be borne by the Contractual Partner.
- 16.14. The Contractual Partner shall be obliged to enable us to carry out an immediate inspection of defects.
- 16.15. Warranty shall be excluded if the Contractual Partner's technical systems, such as supply lines, cabling or similar, are not in a technically proper and operational condition or are not compatible with the delivered items insofar as this circumstance is causal for the defect.
- 16.16. It shall not constitute a defect if the work is not fully suitable for the agreed use where this is solely due to actual circumstances deviating from the information available to us at the time of performance, because the Contractual Partner has failed to comply with their obligations to cooperate pursuant to clause 7.
- 16.17. Any use or manipulation of the defective object of performance which may lead to further damage or impede or prevent the determination of the cause shall be discontinued by the Contractual Partner without undue delay, insofar as this is reasonable.
- 17. Liability**
- 17.1. In the event of a breach of contractual or pre-contractual obligations, in particular due to impossibility, delay, etc., we shall be liable for financial losses only in cases of intent or gross negligence, due to the technical particularities.
- 17.2. PowerSecure shall also be liable, in particular in connection with data taken over from the Contractual Partner in the course of contract performance, only in cases of intent and gross negligence.
- 17.3. With regard to business contractual partners, liability shall be limited to the maximum amount covered by any liability insurance that we may have concluded.
- 17.4. This limitation shall also apply with regard to damage to an item that we have taken over for processing. With regard to consumers, however, this shall only apply if it has been individually agreed.
- 17.5. Claims for damages by business contractual partners must be asserted in court within two years, failing which they shall lapse.
- 17.6. The exclusion of liability shall also extend to claims against our employees, representatives and agents based on damage caused by them to the Contractual Partner – without reference to a contractual relationship between them and the Contractual Partner.
- 17.7. Our liability shall be excluded for damages caused by improper handling or storage, overuse, failure to comply with operating and installation instructions, faulty assembly, commissioning, servicing or maintenance carried out by the Contractual Partner or by third parties not authorized by us, or natural wear and tear, insofar as such circumstance was causal for the damage. Liability shall likewise be excluded for the omission of necessary maintenance, unless we have contractually assumed the obligation to perform such maintenance.
- 17.8. If and to the extent that the Contractual Partner can claim insurance benefits for damages for which we are liable under an insurance policy taken out by themselves or in their favor (e.g. liability insurance, casco insurance, transport insurance, fire insurance, business interruption insurance and others), the Contractual Partner shall be obliged to make use of such insurance coverage, and our liability shall be limited to the disadvantages incurred by the Contractual Partner as a result of claiming such insurance (e.g. higher insurance premiums).
- 17.9. Damage suffered by the Contractual Partner consisting in the absence of insurance coverage attributable to our performance shall only be compensated if we have been expressly informed that timely performance, in particular the installation of the alarm system, is a prerequisite for the existence of such insurance coverage.
- 17.10. The Contractual Partner shall in any case be obliged to mitigate damages by keeping any impending damage as low as possible, for example by renegotiating coverage (e.g. by providing alternative security measures such as security personnel or adjusting premiums), whereby the damages shall be limited to the necessary additional expenses.
- 17.11. If the Contractual Partner waives a paid risk analysis (measurement-based determination of where risks requiring protection exist in the premises / with persons), such risk coverage shall not form part of the contractual scope of services, and we shall assume no liability in the event that the contractually uncovered risk materializes.
- 18. Severability Clause**
- 18.1. Should individual provisions of these T&Cs be invalid, this shall not affect the validity of the remaining provisions.
- 18.2. We, as well as the business contractual partner, hereby undertake to agree, on the basis of the understanding of reasonable contracting parties, on a replacement provision that comes as close as possible to the economic result on the invalid provision.
- 19. General**
- 19.1. Austrian law shall apply.
- 19.2. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 19.3. The place of performance shall be, for work carried out on site, the respective place of execution, and for all services performed at our company, the respective company location, unless otherwise agreed.
- 19.4. For all disputes arising from legal transactions between PowerSecure and the Contractual Partner, including disputes regarding the conclusion, validity, amendment and termination of such legal transactions, the exclusive jurisdiction of the court with subject-matter jurisdiction for 1010 Vienna is agreed.