Company

Street

ZIP CITY

COUNTRY

VAT#:………………..

mlm medtech GmbH, Maurer Lange G. 42/6, 1230 Wien

### Vienna, Date

### Pricing offer No.:

Dear …………

…. mlm medtech GmbH (hereinafter referred to as the "Consultant") offers the following consulting services (hereinafter referred to as the “SERVICES”):

**The project aims to ………... endorsement will be created by establishing connections with, ………………to support a reimbursement application.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item #. | SERVICES | max. hours to reach KPIs | Fee [€/h] | Net, excl. VAT |
| **A1** | **……………** |  | € 195,00 | **€** |
| A1.1 |  |  |  |  |
| A1.2 |  |  |  |  |
| A1.3 |  |  |  |  |
| A1.4 |  |  |  |  |
| **A2** | **Traveling time** |  | € 146,00 | **€** |
|  |  |  |  |  |

**The timeframes listed represent the maximum estimated hours** needed to achieve the stated service objectives. **Invoices will be based on the documented actual time spent on the given service item**. Traveling time is invoiced separately.

Any additional hours beyond the estimated timeframe will be submitted to the Client for approval and will be charged at the hourly fee specified. This agreement shall enter into force immediately with written order confirmation and shall remain in force and effect until

All prices mentioned by us are, unless otherwise expressly stated, understood to be exclusive of value added tax (VAT).

**Invoices are issued latest on the 15th of the following month.**

**Payment Terms:**

**Within 14 days of receipt of invoice, without any deduction and free of charges.**

Our offers are non-binding. The contract is only considered concluded upon the dispatch of a written order confirmation by us.

Clause on Value Maintenance:

The explicit agreement is made for the value maintenance of the claim including ancillary claims. The Austrian consumer price index[[1]](#footnote-1), published monthly by the Austrian statistical central office, or a substitute index, serves as the measure for calculating value maintenance. The index number calculated for the month of conclusion of the contract serves as the reference value for this contract. Fluctuations in the index number up or down of up to 8% are not taken into account and are only charged in full once this margin is exceeded. This margin must be recalculated for each exceedance, both upwards and downwards, with the first index number outside the applicable margin serving as the basis for the recalculation of the claim amount as well as for the calculation of the new margin. The resulting amounts are to be rounded to one decimal place in accordance with commercial practice.

Default Interest:

Even in the case of non-culpable payment default by the Client, we are entitled to charge default interest at a rate of 10% above the base interest rate per annum; this does not affect claims for compensation for proven higher interest rates.

Our General Terms and Conditions:

For all legal transactions between the client and the Consultant, exclusively the General Terms and Conditions described on the following pages shall apply. The version valid at the time of contract conclusion shall be decisive. The contract conditions on the following pages shall become part of this contract upon the Consultant's signature. These General Terms and Conditions shall also apply to all future contractual relationships, even if not expressly referred to in supplementary contracts. Contrary general terms and conditions of the Client shall be invalid unless expressly acknowledged in writing by the Consultant. In the event that individual provisions of these General Terms and Conditions are or become ineffective, this shall not affect the validity of the remaining provisions and contracts concluded based on them. The ineffective provision shall be replaced by an effective provision that comes closest in meaning and economic purpose to the ineffective provision.

|  |  |
| --- | --- |
| 1. Sub-contracting / Representation   The Consultant may sub-contract the SERVICES to other qualified persons, firms, companies, or organizations. In case of assigning or sub-contracting SERVIVES Consultant shall give due notice to the Client. Payment to the third party will be made exclusively by the Consultant themselves. No direct contractual relationship of any kind shall arise between the third party and the client.  The client undertakes not to enter into any business relationship, in any form whatsoever, with persons or companies used by the Consultant to fulfil their contractual obligations during the term of this contractual relationship and for a period of three years after its termination. The Client will not engage these persons or companies in particular for consulting services similar to or the same as those offered by the Consultant. | 1. Reporting / Obligation to Report   . The Consultant undertakes to report to the Client on their work, and if applicable, on the work of any third parties commissioned, in accordance with the progress of the work.  The final report will be provided to the client within a reasonable time frame, i.e., two to four weeks, depending on the nature and scope of the consulting assignment, after completion of the assignment.  The Consultant is free to exercise their own judgment and act independently and responsibly in the production of the agreed-upon work. They are not bound to a specific place of work or working hours. |
| 1. Liability / Compensation for Damages   The Consultant shall only be liable to the Client for damages - except for personal injury - in case of gross negligence (intent or gross negligence). This also applies mutatis mutandis to damages arising from third parties engaged by the Consultant.  Claims for compensation by the Client can only be asserted in court within six months from the time of knowledge of the damage and the person causing the damage, but no later than three years after the event giving rise to the claim.  The Client shall bear the burden of proof that the damage is attributable to the Consultant's fault.  If the Consultant performs the work with the assistance of third parties and in this context, warranty and/or liability claims arise against these third parties, the Consultant assigns these claims to the Client. In this case, the Client shall primarily seek recourse against these third parties. | 1. Protection of Intellectual Property   The copyrights to the works created by the Consultant and commissioned third parties (in particular offers, reports, analyses, expert opinions, organizational plans, programs, performance descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with the Consultant. The Client is only entitled to use the work (works) for the purposes covered by the contract during and after the termination of the contractual relationship. The Client is not authorized to reproduce and/or distribute the work (works) without the express consent of the Consultant. Under no circumstances shall the Consultant be liable to third parties for unauthorized reproduction/distribution of the work, particularly with regard to the accuracy of the work.  Any violation by the Client of these provisions shall entitle the Consultant to immediately terminate the contractual relationship prematurely and to assert other legal claims, in particular claims for injunctive relief and/or damages. |
| 1. Safeguarding Independence   The contracting parties mutually commit to taking all necessary measures to prevent any compromise of the independence of the contracted third parties. This applies in particular to offers made by the Client for employment or the assumption of orders on their own account. | 1. Warranty   The Consultant is entitled and obligated, without regard to fault, to remedy any inaccuracies and defects in their performance within the scope of statutory warranty. The Consultant will promptly inform the Client thereof.  This claim of the client expires after six months from the provision of the respective performance. |
| 1. Duration of the Contract   This contract will generally terminate upon completion of the project and corresponding invoicing. Nevertheless, the contract can be terminated at any time without observing a notice period for important reasons by either party. Important reasons include, in particular:   * If one party breaches material contractual obligations, or * If one party becomes in default of payment after the initiation of insolvency proceedings, or   If legitimate concerns arise regarding the creditworthiness of a party, for which no insolvency proceedings have been initiated, and said party fails to make advance payments or provide adequate security at the request of the Consultant prior to performance of the Consultant's services, and the poor financial circumstances of the other party were not known at the time of contract conclusion. | 1. Electronic invoicing   The Consultant is authorized to transmit invoices to the client in electronic form. The client expressly agrees to receive invoices in electronic form from the Consultant. |
| 1. Confidentiality / Data Protection   The Consultant undertakes to maintain absolute confidentiality regarding all business matters that come to his/her knowledge, in particular business and trade secrets, as well as any information he/she receives about the nature, scope of operations, and practical activities of the client.  Furthermore, the Consultant undertakes to maintain confidentiality towards third parties regarding the entire content of the work, as well as all information and circumstances that have come to his/her knowledge in connection with the creation of the work, including data about the client's customers.  The Consultant is released from the obligation of confidentiality towards any assistants and deputies he/she may employ. However, the Consultant shall fully bind them to the obligation of confidentiality and shall be liable for any breach of confidentiality by them as if it were his/her own breach.  The obligation of confidentiality extends indefinitely beyond the termination of this contractual relationship. Exceptions exist in case of legally required obligations to testify.  The Consultant is authorized to process personal data entrusted to him/her within the scope of the purpose of the contractual relationship. The client warrants to the Consultant that all necessary measures, particularly those required by data protection laws, such as consent declarations of the data subjects, have been taken for this purpose. | 1. Honorarium   After completion of the agreed work, the Consultant shall receive a fee in accordance with the agreement between the Client and the Consultant. The Consultant is entitled to submit interim invoices corresponding to the progress of the work. The fee is due upon invoicing by the Consultant. The Consultant shall issue an invoice with all legally required features, entitling the client to claim input tax deduction.  **Incurred cash expenses, expenses, travel costs, etc. are to be reimbursed by the client to the Consultant against invoicing, if they exceed an amount of €150 each.**  If the execution of the agreed work is not carried out for reasons attributable to the Client, or due to a justified premature termination of the contractual relationship by the Consultant, the Consultant shall retain the right to payment of the entire agreed-upon fee minus saved expenses. In case of an hourly fee agreement, the fee for the number of hours that would have been expected for the entire agreed-upon work, minus saved expenses, shall be payable. The saved expenses are agreed upon as a lump sum of 30 percent of the fee for the services that the Consultant has not yet rendered until the date of termination of the contractual relationship. In case of non-payment of interim invoices, the Consultant is relieved of the obligation to provide further services. However, the assertion of further claims resulting from non-payment shall not be affected thereby. |
| 1. Final Provisions   The parties confirm that all information in the contract has been provided diligently and truthfully, and they commit to promptly notifying each other of any changes that may occur.  Changes to the contract and these terms and conditions require written form; waiver of this formal requirement also requires written form. Oral side agreements do not exist.  This contract is subject to Austrian substantive law, excluding the rules on conflict of laws and the UN Convention on Contracts for the International Sale of Goods. Place of performance is the location of the Consultant's professional establishment. The court at the Consultant's place of business shall have jurisdiction for disputes. | 1. Mediation clause:   In the event of disputes arising from this contract that cannot be resolved amicably, the contracting parties agree to involve registered mediators (ZivMediatG) specializing in commercial mediation from the list of the Austrian Ministry of Justice for out-of-court conflict resolution. If no agreement can be reached on the selection of commercial mediators or on the content of the mediation, legal action may be initiated no earlier than one month after the failure of negotiations.  In the event of a failed or terminated mediation, Austrian law shall apply in any subsequent court proceedings, if initiated.  All necessary expenses incurred as a result of a prior mediation, including those for legal advisors, may be claimed as "pre-litigation costs" in accordance with the agreement in a court or arbitration proceeding. |

1. [Verbraucherpreisindex (VPI/HVPI) - STATISTIK AUSTRIA - Die Informationsmanager](https://www.statistik.at/statistiken/volkswirtschaft-und-oeffentliche-finanzen/preise-und-preisindizes/verbraucherpreisindex-vpi/hvpi) [↑](#footnote-ref-1)