

## Terms and Conditions

(The following text is a translation. In case of disputes the German original of these Terms and Conditions is applicable.)

**Scope and validity** All contracts and agreements are only legally binding if they have been signed by the Contractor with the company's name and only obligate the Contractor within the scope agreed upon in the acceptance of order. The Client's conditions of purchase are therefore excluded from the legal transaction and from this entire business relationship. In principle, offers are subject to confirmation.

**Service and examination** The written service description forms the basis for the website development and project support respectively. This description is prepared by the Contractor (for a fee) based on the available documents and information or is made available by the Client. The service description has to be checked for accuracy and correctness and has to be approved by the Client. Any changes requested at a later date may lead to separate delivery date and price agreements. In case it becomes apparent, in the course of the work, that the execution of the order is not possible, in fact or for legal reasons, in accordance with the service description, the Contractor shall be obliged to immediately inform the Client. In case the Client does not change the service description or does not create the prerequisites to make the execution possible, the Contractor is entitled to reject the execution. If the impossibility of completion is due to the default of the Client or to subsequent changes to the service description by the Client, the Contractor is entitled to cancel the contract. The costs and expenses incurred by the Contractor for her activities up to this point in time must be settled by the Client.

**Prices, taxes and fees** Unless otherwise noted, prices are in Euro without VAT. They only apply to the contract in hand.

**Date of delivery** The Contractor strives to meet the agreed date of fulfilment (completion). The agreed completion deadlines can only be met if the Client completes all the work, provides the documentation necessary, especially the agreed service description according to section "Service and examination", until the dates specified by the Contractor, and fulfils her/his duty to co-operate. Delays in delivery and increases in costs which have been caused by incorrect or incomplete information or subsequent alterations to documentation provided by the Client are not the Contractor's responsibility and shall not be deemed to be a default of delivery. Additional costs caused must be settled by the Client. With regard to orders which comprise several units or programs, the Contractor is entitled to complete part deliveries and to invoice part-payments.

**Payment** The invoices including VAT are to be settled within 8 days without any deductions and free of expense. The terms of payment agreed upon for the entire contract shall also apply to partial invoices. In case of orders which comprise several units (e.g. training, realisation in sub-steps), the Contractor is entitled to send an invoice after the delivery of each individual unit or service. Adherence to the terms of payment agreed upon is a fundamental prerequisite for the execution of delivery and/or completion of contract by the Contractor. Non-adherence to the terms of payment entitles the Contractor to discontinue work and cancel the contract. All costs incurred and the loss of profit shall be borne by the Client. In the event of delayed payment, interest shall be charged according to customary bank rates. If the Client fails to settle two part payments, the Contractor is entitled to claim default in payment and accelerate the maturity of any outstanding payment. The Client is not entitled to withhold payments on the grounds of the incompleteness of total delivery, claims under a warranty or guarantee or on the grounds of defects.

**Right of withdrawal** In the event of default of delivery due to the sole fault or unlawful action of the Contractor, the Client is entitled to withdraw from the contract by means of a registered letter if the essential contents of the performance agreed upon have not been completed within a reasonable period of grace and the Client herself/himself is not at all responsible for this default. Force majeure, labour disputes, natural disasters, transport stoppages and other circumstances which lie beyond the Contractor's control release the Contractor from his delivery obligations and/or allow the Contractor to set a new delivery deadline. Cancellation by the Client is only possible with the written consent of the Contractor. If the Contractor agrees to cancellation, she is entitled to a cancellation charge of 30 % of the contract value of the entire project which has not yet been invoiced in addition to the charge for services and costs which have been incurred up to this point in time.

**Warranty, maintenance, changes** Notices of defects are only valid if they apply to reproducible defects and if these defects are documented in writing within 4 weeks after the delivery of the agreed services by the Contractor. If complaints are justified, the defects shall be remedied within a reasonable period. The Client must, however, ensure that the Contractor is able to take all the measures needed to investigate the matter and rectify the defect. Amendments and additions that are necessary due to organisational defaults, for which the Contractor is responsible, are executed by the Contractor free of charge. The Contractor shall not furnish a guarantee for websites which have been modified at a later date by the Customer's own programmers or by a third party. If the subject matter of this contract is to modify or upgrade an already existing program, then the guarantee covers modifying and upgrading. The guarantee for the original website is not, however, renewed.

**Liability** The Contractor is liable in accordance with statutory provisions for damages caused by deliberate actions or gross negligence on the part of the Contractor. Liability for slight negligence is excluded. The Contractor obliges her employees to adhere to the regulations of the Article 20 of the Data Protection Act.

**Miscellaneous** Should individual terms of this contract be or become partly or entirely ineffective, the remaining contents of the contract shall remain unaffected. The parties shall co-operate in the manner of a partnership in order to try to reach a settlement, the contents of which shall come as close as possible to these ineffective terms.

**Final provisions** Unless otherwise stipulated, the legal provisions shall be applied which fully qualified merchants are subject to according to Austrian law even if the contract is concluded abroad. Any disputes shall be settled by the court having jurisdiction as to the subject matter at the Contractor's principal place of business. For contracts with consumers the same terms and conditions apply, except for mandatory other terms the Consumer Protection Law provides.

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