



## General Terms and Conditions

### I. general terms

- a) In the following, eventation GmbH is called the Agent. The Customer of eventation is called the Contractor. The following Terms and Conditions of Contract constitute part of the Agreement and supplement any written arrangements made. The Service Contract is defined by these Terms and Conditions, the written Order, a Confirmation of that Order, and the written Description of the Services to be delivered. Any services, particularly additional requirements, afterthoughts or extensions to services have to be agreed in writing. Other General Terms and Conditions of Business are not valid. Employees of the Agent are not empowered to make verbal arrangements, nor to offer written assurances, that exceed the written Agreement signed by the Board of Management. The Jurisdiction of the Republic of Austria applies exclusively to these Terms and Conditions, and excludes the U.N. Rights of Purchase.
- b) In the event that the Contractor is a Consumer as determined by the „österreichischen Konsumentenschutzgesetzes“, then the Terms of the KschG. § 6 Abs.1 are valid, irrespective of the foregoing and following Terms herein. However, any Terms that become invalid by application of the KschG. Terms only affect the specific term. All other Terms retain their validity.

### II. rights of intellectual property and utilisation

- a) Fundamentals  
All Rights of Intellectual Property and Utilisation of the products or Services remain the property of the Agent. The payment of the Fees entitle the Contractor to use the Services or Products only for the duration and purposes of the Usage determined in the written Contract. An extension of these rights of Usage, by virtue of Repeat Performances, or Copying, especially for other Media, can only be granted by issue of a new Contract. The Contractor does not acquire any rights of ownership of the products or services whatsoever. Alterations to the products or services of the Agent are only permitted by written authorisation from the Agent. Any Usage of the products or services of the Agent, over and above those defined in the Contract, entitle the Agent to additional fees, irrespective of the necessary prior written permission from the Agent.
- b) Proposals  
In addition to the foregoing limitations, the rights of any proposals or schemes that the Agent presents in preparation of the Contract remain his property. If the Contract is not carried out, any and all of the proposals are to be given back to the Agent or destroyed. No further use of these proposals, in part or in modified form is permitted. Refer to the Intellectual Property Rights.
- c) Contractors-Material  
If, in the course of the Contract, the Contractor supplies the Agent with any Materials, (Pictures, Text or Audio material, etc.) for use in the Contract, the Contractor guarantees the Agent that this material is not limited in its use by third party rights, or that the Contractor has the rights to use this material freely. The Contractor is obliged to show the Agent proof of these Rights if required. The Contractor assumes full responsibility for usage of this material, and will ensure that the Agent is unaffected by any third party claims, or Legal Costs resulting from them.
- d) Indications  
The Agent is permitted to use the Contractor as reference for all information, products or services in whichever form he deems necessary, without the Contractor having any claims to remuneration. Besides this ruling, the rights of Intellectual Property of the Austrian Jurisdiction apply.

### III. alterations of services

Within the course of a Contract, it can sometimes be necessary to alter or modify the aspects of the Contract or Service, e.g. Location, Time or performance of the Project. In agreement with the Contractor, the Agent will be advised to plan and process these alterations. The Agent will effect these alterations providing they remain within the Outlines described in the original Contract. Should these alterations extend beyond the original contractual outlines, the Agent would have claim on reimbursement of the extra costs occasioned.

### IV. obligations of eventation GmbH

The Agent, under the terms of best business practices, commits to:

- Conscientiously Plan and effect the Project and advise the Contractor.
- Select and oversee the Sub-Contractors.
- Oversee and ensure the realisation of the planned project.

### V. other contractors and sub-contractors

- a) Other Contractors:  
The Agent is in principle responsible for all services rendered. In special cases, e.g. Transportation of people in Travel sectors, the Agent only acts as an intermediary. In these cases, shown explicitly in the Contract, the Contractor contracts directly with the pertinent Service Provider, with the Agent acting on his behalf. With the signing of the Contract, the Contractor issues his permission for the Agent to effect these arrangements. For the processing of these arrangements, the Agent will charge as indicated in the Charges Table in the Contract.
- b) Sub-Contractors.  
The Agent is entitled to sub-contract services to other service providers. These will be used solely to service the obligations of the Agent with respect to the Contractor, and does not require the Agent to disclose any details of arrangements between him and the sub-contractor.

### VI. obligations of the contractor

The Contractor is obliged to:

- Fulfil his parts of the Contract punctually
- Particularly his decisions as to the choice of Location, logistic details, choice of Program points, marketing, etc. must be made in accordance to the project timing plan.
- To ensure that the persons responsible for the project decision making or their replacements are available at all times.
- Ensure that any materials he is to supply, is available on time according to the project timing plan.

### VII. control and reclamation

- a) Reclamation limitations  
The Contractor is obliged to appraise the Service or products provided without delay, and to approve or control the services or products with respect to their completeness. Any deficiencies on the part of the Agent found, must be immediately verbally registered with the Agent or his representatives on location, and must be reclaimed in writing within 8 working days. The reclamation must describe the deficiency as detailed as possible.
- b) Later reclamation  
Faults that were not immediately discovered by the initial appraisal, must be reclaimed not later than 8 working days after their discovery, and in writing.
- c) Approval  
If the Contractor neglects to appraise the Service or product, any faults are considered as accepted and approved. This does not apply in the case of later reclamation of the Contractor against 3rd Parties who have debts outstanding to the Agent, and the statutes of limitations on these claims.
- d) Other Checks  
The Contractor is responsible to check, or have checked, whether the Services or Products from the Agent are in accordance with the Laws of Competition and or subject to Governmental Registration.

### VIII. liability and warranty

- a) Principles and Service Liability  
The Service required to be performed by the Agent are those detailed in the Service Contract. Any statements made by a third party are irrelevant. (see Pt. I)
- b) Warranty and reparation  
Service shortcomings of the Agent will be fulfilled and corrected, when possible, within a warranty period of 6 months of any claim made by the Contractor. These shortcomings will be dispensed with either corrections or replacement, to be decided by the Agent. If these corrections do not resolve the problem, the Contractor can request a reduction of the contract costs, or a cancellation of the Contract, in this order. By minimal breaches of contract or minor service claims, the Contractor is not entitled to cancellation of Contract.
- c) Liability principles  
The liability of the Agent is limited to damages that might normally be expected in Services of this type.
- d) Extent of liability  
Otherwise the Agent is only liable in cases of Intent or gross negligence on his part, or on the part of his representatives or employees. In cases of slight negligence, the Agent is only liable when the negligence seriously affects the Contractual Requirements (Contractual Duty).



- e) Liability limitations for slight negligence  
In the event of bodily injury, health impairment or Death, accredited to the Agent, the damages are limited to the Insurance settlements that the Agent has taken out, to compensate such liabilities. The Contractor is not entitled to any payments over and above these settlements from the Agent. The limit of liability for other damages, resulting from slight negligence is 10% of Contract Costs, with a maximum of 25,000€.
- f) Employees and contracted-in personnel  
These rules are also for the benefit of the Employees, sub-contractors or contracted-in personnel of the Agent.
- g) Product Warranty and Time Limitations of the Liability  
The Liability accorded by Law is not affected. In principle however, all claims on product or service failures are limited to one year after delivery. This also applies to deliberately undisclosed failures.
- h) Acts of God  
The Agent has the right to cancel the Contract if any acts of God occur, that were not apparent at the time of signing the Contract, that make the implementation of the Contract appreciably more difficult, dangerous or impossible. In this event, the Agent can charge for work already performed, and apply a reasonable charge for the loss of the remaining work in the Contract.

## IX. general contractual settlement of eventation services

- a) Project Phases and Approval  
The work of the Agent is generally divided into 3 phases: Conception, Planning and Operations or Production Phase. The extent and time required for each phase is written into the Contract. After performance of the Services or delivery of the product, the Contractor is obliged to give approval. This approval can also be required in writing. Protocols of services rendered or products delivered must also be signed.
- b) Advance Payments  
The Agent is entitled to require a reasonable advanced payment of monies he has to pay to third parties for such services as Reservations, Deposits for Transportation or Hotel Costs, or Product Purchases.
- c) Time Limits, Delays and their consequences  
Delivery or Realisation dates are only valid if the Contractor has provided the Agent with all the necessary material, in a usable form, and information within the time frame set out in the Contract. The Agent will endeavour to meet the agreed dates. In the event that the agreed dates are not met, the Agent must be given a reasonable time to rectify this problem, after he is informed in writing of these deficiencies.
- d) Consequences for delays on the part of the Contractor  
If the Contractor misses an agreed date for delivery to the Agent, the Agent cannot be held responsible for any delays thus caused to the project. The Agent is not obliged to remind the Contractor of the agreed timing schedule. If extra costs are occasioned, e.g. by the necessity to work Sundays, or Bank Holidays, or Shift work, or cancellations of reservations or an increase or decrease in the manpower required, caused by delays on the part of the Contractor, to deliver material or decisions, then these costs will be charged to the Contractor. The Agent will endeavour, however, to hold these costs to a minimum.
- e) Payments  
All invoices from the Agent are payable immediately, and must be made without deduction. The Agent is entitled to invoice 30% of the contractual amount when the Contract is signed, and up to 28 days

before the Event takes place, a second invoice of 50% of the contractual amount. If the Contract Budget changes during the planning phase, the Agent is entitled to invoice for the changed amount. With very large or long-term projects, the Agent is entitled to invoice at the end of every stage of the project, for services already completed. Late payments will be charged interest at the rate of 10% p.a. In the event of payment demands being issued, additional costs of 12 € will be levied. If the Contractor gets in arrears with any invoice payments, the Agent is entitled to stop working on the project, until payment is received. In this case, all previously agreed dates and timing schedules become invalid.

- f) Setting-off of Invoices  
It is not permitted to deny payment of the Agent's invoices to set off against other invoices that are in dispute.
- g) Cancellation conditions  
The following conditions form part of the Contract and apply in addition to any written agreements. The Project is defined by these conditions, along with the signed contract, the confirmation of receipt of contract, and a description of Services to be supplied. Any changes, additions or extensions must be put in writing. No other cancellation conditions are valid. These conditions come into force with the signing of the contract. Cancellations must be put in writing.  
Cancellation-fees:
  - o Start of Contract: 30%
  - o Within 28 days of the event: 50%
  - o Within 14 days of the event: 80%
  - o Within 7 days of the event: 100%
- h) Value Assurance Agreement:  
The contract parties agree upon value assurance for the offered services. The basis for this value assurance is the monthly inflation rate as disclosed by Statistics Austria or its successor:  
[http://www.statistik.at/web\\_de/statistiken/index.html](http://www.statistik.at/web_de/statistiken/index.html)  
Monthly inflation rates of up to and at a 4 % level remains disregarded. Should the inflation monthly rate disclosed by Statistics Austria or its successor reach or exceed 4 %, the service provider is entitled to raise the prices of the offered services at the respective disclosed inflation rate. even in the case where the monthly inflation rate exceeds 4 %, but the right to adjust the prices is not seized, no waiver of adjustment can be derived from this circumstance in accordance with the declared intention of the contract parties.
- i) Closing Remarks  
All Contracts are made under Austrian Law. Any Legal action against the Agent, resulting from Business transactions, must be taken in A-6020 Innsbruck-Austria.

Should any of these individual Terms or Conditions become invalid, or lose their validity by as yet unknown circumstances, the rest of the terms still apply. To replace the invalid term, the term that is nearest in meaning to that which the two parties had tried to achieve, will be used, providing that they had considered this point.

The same applies to any omissions in the Terms and conditions.

Whilst every care has been taken in this translation, it should be noted that only the German Text is valid!

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