

General terms and conditions of business of RegioPlan Consulting GmbH

1. Scope

- 1.1. All - also forthwith - supplies and performances of RegioPlan Consulting GmbH, A-1060 Vienna, Theobaldgasse 8 (briefly: RP), take place on the basis of these trading conditions. With placing the order, the customer explains that he agrees to these trading conditions he is familiar with.
- 1.2. Discrepancies from these trading conditions require written acknowledgement of RP to attain validity.

2. Offers and conclusion of a contract, contract modifications

- 2.1. Placement of an order is accepted by RP by a written order confirmation or by direct performance contribution. RP is bound to its offer for four weeks. The respite starts at the point of time when the offer is placed and transmitted to the customer.
- 2.2. Subsequent contract modifications require written form. It is not possible to deviate from this principle by a verbal declaration or agreement.

3. Prices

- 3.1. All prices are stated as net prices without the legal value added tax. In the case of subscription, costs apply per subscription year.

4. Passing on to third parties

- 4.1. The products (studies, data, software, analyses) are intended for the exclusive internal use in the own company of the customer. On selling, reselling or a free passing on to third parties (in particular: media or press) is impossible and prohibited. Third parties are natural and legal entities, who do not belong to the operation of the customer directly.
- 4.2. If the product consists only of data, it may be used depending upon the form of delivery (as follows). This holds true if nothing different was agreed upon:
delivered as a written report: unrestricted use within the own operation
delivered on electronic media: unrestricted use on one workstation in the own company.
delivered by data transmission: unrestricted use on one workstation in the own company.
- 4.3. If the product consists merely of software, it may be used on only one workstation per license in the own operation.
- 4.4. If the product consists of data and software combined as application, it may be used without consideration of the form of delivery as follows: unrestricted on one computer workstation in the own operation. It is illegal to use the product in network systems.
- 4.5. Data or sections of the data may be copied to electronic or magnetic data carriers and other machine-readable media only for temporary use or storage in connection with editing the data, formatting the data or for the purpose of producing a printout (to produce for humans readable copies).
- 4.6. Transferring the products or sections of a product by means of telecommunications is not allowed. The products or sections of a product must not be exported outside of the territorial boundaries of the country which they were originally supplied to.
- 4.7. As far as RP did not grant a written permit, products or sections of a product must not be reproduced, transferred, overwritten, multiplied, photo-copied or taken over to other data carriers. Supplied data and software may be copied for protection purposes only.
- 4.8. Purchasing RP's products entitles the customer to the right of using the product. This right is a simple, non-exclusive, non-transferable permission provided by RP which excludes the right of editing or copying the product or sections of it.

5. Data protection

- 5.1. When using the product or sections of a product, the principal commits himself to guarantee and observe the regulations of the data protection act valid in Austria
- 5.2. RP commits itself to secrecy of all attained information about the principal gained in execution of an order, except the principal relieves the agent by written permission. All persons which are necessary for the fulfilment of the order are under the obligation of secrecy likewise.
- 5.3. RP obligates its employees to the adherence to the regulations of § 20 of Austria's data protection act.

6. Copyrights

- 6.1. The customer approves expressly that the copyright at all products remains with RP. The customer commits himself to omit everything which could affect the copyright or property or goods patent right of RP on the products in any way.

7. Rights and duties of the agent

- 7.1. If employees were hired or if contracts for work and services were concluded in context of the order by the contractor, the contractor acts as an employer with all pertinent rights and obligations. The contractor is responsible for all faults of all persons who cooperate in the context of the order to the same extent as for his own actual fault.
- 7.2. Default in delivery by RP entitles the customer to withdraw from the contract after setting a respite of six weeks presupposed the customer already fulfilled the contract completely.
- 7.3. RP is entitled to deliver and ship services partially. By request of the principal which has to be noted within six weeks after receipt of the service, the agent commits himself to correct or improve possible defects for free.

8. Terms of payments

- 8.1. Invoices of RP are to be paid free from charges, non-deductable, and prompt net cash after receipt of the invoice. Bank transfers are being received with the day of their credit note at the account of RP. All payments are dealt on the oldest open due from customers in following order: First on costs and other incidental expenses, then at interest and afterwards on capital. Payment dedications are ineffective.
- 8.2. Agreements upon terms of payment require written form and apply for the particular single order only.
- 8.3. Default in payment of the principal results in RP's choice to either calculate interests at the height of the calculated bank credit interest or at a value of 6 % over the base interest rate announced in each case. The principal commits himself to pay RP any possible reminder-, attorney- and collection charges as well as postage costs. Additionally, he has to pay an amount of € 15,- per effected reminder as well as € 10,- per half-year for keeping the liabilities in evidence.

9. Warranty

- 9.1. RP is not responsible for the correctness and completeness of the products but only for the fact that the creation of the products is done with the necessary attention and conscientiousness.
- 9.2. The incorrectness or incompleteness of a product entitles the principal not to a reduction in price but to a free revision of the products by RP.

10. Compensation

- 10.1. All claims for compensation for damages of the principal against RP or one of its executing assistants, in particular because of consequential damage caused by a defect, lost profit, not occurred savings, interest losses and of damage from titles from third parties against the principal as well as loss and damage of (recorded) data, other data and software destruction, are, as far as they are not based on intentional or grossly negligent behaviour, impossible.
The height of all claims for compensation for damages of the customer is in all cases limited to the value of the harm-causing product or service the customer was actually billed for (exclusive value added tax).
If no billed value for the calculation of a claim for compensation for damages can be determined, RP is liable to a value of max. € 15.000,- per case. RP does not carry the burden of proving that the prerequisites for gross negligence are missing.
- 10.2. Compensation and possible rights of recourse against RP are to be made judicially valid within six months. Otherwise, this title expires.

11. Place of performance, place of jurisdiction

- 11.1. The place of fulfilment is Vienna. Any legal dispute, which results from this contract or its violation, cancellation or nullity or concern this contract otherwise, shall be decided by the relevant court in Vienna Innere Stadt (first district).
- 11.2. Austrian law shall apply exclusively.

12. Final clause

- 12.1. These onhand conditions are inherent part of all offers for supplies and performances. As far as no contrary conditions were expressly agreed upon, our general terms and conditions of business, which are communicated to the contracting party, apply.
- 12.2. All agreements, subsequent modifications, supplements, special agreements etc. require written form, thus also original signatures to gain validity. Contestation because of mistake or shortening over the half is impossible.
- 12.3. This translation is for information purposes only. The German text shall prevail in the event of any discrepancy between this version and the original.