

General terms and conditions of “Radix” Marketingberatungs & Trainings GmbH FN 222943 h

§ 1 Scope

- 1) The following “terms and conditions” apply to the present business relationship (see offer) between “Radix” Marketingberatungs & Trainings GmbH (in the following also RADIX & partners) and the customer.
- 2) All services and other agreements shall only be considered legally binding when they are confirmed by the client and signed by the firm and shall only be obligatory for both sides to the extent of the written contractual agreement.

§ 2 Scope of services

The scope of services is to be settled by a contract (see offer).

§ 3 Assurance of independence

- 1) The contractual parties commit to mutual loyalty.
- 2) The contractual parties mutually commit themselves to taking all adequate precautions in order to avoid endangering the independence of the cooperation partners and associates of RADIX & partners.

§ 4 Protection of intellectual property/copyright/use

- 1) All documents and work results compiled during work on the offer or made available to RADIX & partners by the client, as well as all relevant copyrights are the exclusive, unrestricted and temporarily indefinite property of the client or of its licensors. After completion, RADIX & partners is to cease any use.
- 2) There are no restrictions for the client in view of use and exploitation of work results.

§ 5 Rectification of flaws and guarantees

- 1) The client is to claim and substantiate any complaint in writing within 10 (ten) calendar days after noticing the flaws. In cases of legitimate and accurately timed complaint, the client shall only be entitled to an improvement of service by RADIX & partners.
- 2) RADIX & partners is entitled and liable to rectify any incorrectness and flaws in its services which become subsequently known. RADIX & partners is bound to promptly inform the client thereof.
- 3) The client is entitled to a prompt and gratuitous amelioration or rectification of flaws, as long as these are the responsibility of RADIX & partners.

§ 6 Liability

- 1) RADIX & partners and the client shall only be liable for damages in cases of intent or gross negligence and within the legal provisions. This also applies to any breaches of commitments on the part of any associates called in.

§ 7 Commitment to discretion

- 1) RADIX & partners, its employees and the associates called in commit themselves to observe confidentiality in relation to all matters, which become known to them in connection with their services for the client. This professional confidentiality applies to the client, as well as to his/her business connections.
- 2) Only the client himself/herself and not his/her agents are in a position to absolve RADIX & partners from the professional confidentiality.
- 3) RADIX & partners may only deliver reports and other written statements on the results of its activities to a third party with the client’s explicit and written consent.
- 4) The professional secrecy of RADIX & partners, its employees and the associates called in also applies to the time period after the assignment’s completion. Exempted are cases where a legal obligation to deliver such information is applicable.
- 5) For the purposes of the assignment, RADIX & partners is authorized to process, or let a third party process, any personal data committed to their trust. In accordance with the provisions of the Data Protection Act, RADIX & partners guarantees the obligation to preserve the data secrecy. All materials entrusted to RADIX & partners’ safekeeping (data carriers, data, control numbers, analysis, programs etc.), as well as all work results, shall invariably be returned to the client.

§ 8 Notices

A written notice shall be considered served upon confirmation of receipt. This shall apply in particular to communication via e-mail.

§ 9 Competitors’ exclusion

In general, RADIX & partners does not accept any regulations on competitors’ exclusion and is expressly entitled to operate for the same or similar products and manufacturers.

§ 10 Errors

RADIX & partners does not assume liability for any minor clerical errors.

§ 11 Reference

RADIX & partners is entitled, with the client's explicit and written consent (or upon prior agreement), to use the client's name as a reference and for house advertising.

§ 12 Acceptance

All services rendered by RADIX & partners (in particular all preliminary drafts, concepts, charts, processes etc.) are to be reviewed and approved by the client within 10 calendar days. Should the client neither approve the services nor report any flaws, they shall be considered accepted by the client.

§ 13 Deadlines

RADIX & partners endeavors to meet the appointed deadlines. However, noncompliance with a deadline only entitles the client to make use of his/her legal rights when he/she has accorded RADIX & partners 7 (seven) days of additional respite. The respite begins upon receipt of a reminder by RADIX & partners. An obligation to pay compensation based on the delay only arises as a result of an intent or gross negligence on the part of RADIX & partners. Inevitable or unpredictable incidents release RADIX & partners from the obligation of complying with the scheduled delivery date.

§ 14 Remuneration entitlement

- 1) In return for the services rendered, RADIX & partners is entitled to receive the pre-arranged remuneration from the client (customer).
- 2) Should, after the signing of the contract, the carrying out of the assignment be inhibited by the client (e.g. because of cancellation), RADIX & partners shall still be entitled to receive the pre-arranged remuneration.

§ 15 Range of remuneration & methods of payment

The range of remuneration and the methods of payment are to be settled in a contract (in written form). However, the following conditions (minimum requirements) shall apply:
All invoices have to include a separate listing of the legal turnover tax, as well as to comply with Austrian legal provisions and itemize in a comprehensible way the services rendered and charged for.

§ 16 Applicable law, place of performance, legal venue

- 1) In relation to the assignment, its execution and the claims arising hereunder, only Austrian law, to the exclusion of any references to other legal provisions, shall apply.
- 2) The place of performance shall be the present business office of RADIX & partners.
- 3) The legal venue shall in each case be the competent court of law in Vienna.