

As per January 2015



Preamble

The owners and employees of our enterprise are committed to the commercial tradition of the „quality handshake“. Many generations of entrepreneurs have built their business model upon mutual trust. We are of the opinion that this model, also and especially nowadays, is of great relevance, and essential for social survival. We therefore oblige ourselves to processing all our orders and services on a partnership basis, beyond all general terms and conditions listed below, prescribed by law and resulting from a more or less justified sense of security, respectively.

Our sustainable business model intends to achieve advantages for all persons and enterprises participating in each respective “business transaction”. Furthermore, it is our aim that also the part of society “concerned” by the ecological, social and innovative / future-oriented results of a transaction reaps the benefits.

We are looking forward to continuing the tradition of quality handshake together with our clients, and at the same time providing for simply and practically sustainable economic management. Let us contribute together to rendering this new sphere of economic of values visible and perceptible!

1. Validity

1.1.

The KOMUNITAS OG, inclusive of its trademark KUTECH (in the following designated as “the Agency”) shall provide its services solely on the basis of the present general terms and conditions. These shall also apply to all future business relations, even if they are not expressly referred to.

1.2.

Subsidiary agreements, reservations, amendments or supplements to these general terms and conditions must be in writing in order to be valid; this shall also apply to any deviation from the requirement for the written form.

1.3.

Conditions conflicting or deviating from these general terms and conditions by the contract partner shall become effective only, when agreed expressly and in writing by

the Agency, even in case of knowledge thereof.

1.4.

Should individual provisions of these general terms and conditions be ineffective, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The ineffective provision shall be replaced by an effective provision, which most closely reflects the original intention or economic purpose.

2. Conclusion of contract

2.1.

The basis of conclusion of contract shall be the particular offer of the Agency and the order by the client, respectively stating the scope of services and the remuneration. The offers of the Agency shall not be binding and without any obligation, unless there is a written agreement.

2.2.

If a client submit an order, they shall be bound by this order within two weeks of receipt by the Agency.

The contract shall become effective by acceptance of this order by the Agency. This acceptance shall be made in writing (for instance by confirmation of order), unless the Agency indicates acceptance of the order beyond all doubt (for instance, if work has already started on the basis of this order).

3. Scope of services, order fulfillment and client's obligation to co-operate

3.1.

The scope of the services to be performed shall result from the client's order and the specification of services, respectively or the indications in the contract.

Subsequent amendments of the service content must be made in writing.

3.2.

All services by the Agency (especially all preliminary drafts, sketches, final artwork, proofs, blueprints and color prints) shall be examined by the client and approved within three days of receipt. In case of delayed acceptance, they shall be deemed approved by the client.

3.3.

The client will submit to the Agency all information and documentation required for the performance of the services without delay. They will inform the Agency about all events relevant to the execution of the order, even if these circumstances only become known in the course of implementation of the order. The client shall bear all expenses and additional costs which arise from work, which has to be repeated by the Agency or which is delayed, due to their incorrect, incomplete or subsequently changed indications.

3.4.

The client shall furthermore be obliged to examine the documentation provided (photos, logos etc.) for the execution of the order concerning possibly existing copyright, trademark right or other rights of third parties. The Agency shall not be liable for infringement of such rights. If a claim is filed against the Agency on account of such infringement of rights, the client shall indemnify the Agency and hold it harmless; they shall compensate all losses suffered by the Agency, which arise from any recourse taken by third parties.

4. Contracted services / assignment of third parties

4.1.

The Agency shall be entitled, at its own discretion, to execute the services itself, to make use of third parties in performance of contractual services and/or to substitute such services ("free supply agent").

4.2.

A free supply agent shall be commissioned either on our own behalf or on behalf of the client, in any case at the expense of the client.

4.3.

The Agency will carefully select free supply agents and take particular care to ensure that they have got the required technical qualification.

4.4.

The Agency shall assume communication in cases of failure for IT services, for which it is obliged to use the services of third-party providers (for instance domain, hosting, hardware), but it shall assume no liability for any damages resulting thereof.

5. Fixed dates

5.1.

Deadlines and date arrangements shall be recorded and performed in writing, respectively. The Agency shall endeavour to observe the agreed dates. Non-observance of the date arrangements shall only then entitle the client to exercise the legal rights to which they are entitled, when they have granted the Agency a reasonable period of grace of at least 14 days. This period shall commence on the day on which the Agency receives a letter of formal notice.

5.2.

After the grace period has expired without any success, the client may withdraw from the contract. An obligation to pay damages resulting from the title of the delay shall only exist in case of malicious intention or gross negligence by the Agency.

5.3.

Unavoidable or unforeseeable events, especially delays on account of contractors of the Agency, shall release the Agency from observing the agreed date of delivery. The same shall apply if the client fails to fulfill the obligations required (for instance, provision of documentation or information) for execution of the order. In this case, the agreed date shall be postponed by at least the extent of the delay.

6. Withdrawal from contract

The Agency shall especially be entitled to withdrawal from the contract, if

- the execution of the service is impossible due to reasons for which the client are responsible, or is further delayed despite granting a grace period;

- there are legitimate concerns concerning creditworthiness of the client, and they do neither make advance payments upon request by the Agency, nor provide an adequate security prior to performance by the Agency.

7. Fees

7.1.

Unless agreed otherwise, the Agency's fee claim shall arise for each individual service, as soon as it has been performed. The Agency shall be entitled to demand advance payments for covering its expenses.

7.2.

All services performed by the Agency, which are not expressly covered by the agreed fee, shall be remunerated separately. All cash expenditures incurred by the Agency shall be reimbursed by the client.

7.3.

For IT services, a payment on account of 50 % shall be made. Further partial invoices within the project period shall each be charged in advance. In the course of the final invoice, services already performed shall be invoiced in stage payments in the amount of max. 25,000 euros (net value).

7.4.

Basically, cost estimates by the Agency shall not be binding. If it can be foreseen in the course of processing of the order that the actual costs will surpass the costs estimated by the Agency in writing by more than 10 %, the Agency will notify the client of the increased costs.

7.5.

For all work of the Agency, which the client does not implement for whatever reason, the Agency shall be entitled to a reasonable fee. Payment of this fee shall not entitle the client to acquire any rights to this work; unused concepts, drafts and other documentation shall be immediately returned to the Agency. Further use, even of single contents shall require written consent by the Agency.

8. Payment

8.1.

The Agency's invoices shall be due without any discounts on the date of the invoice, and payment shall be made within 10 calendar days from receipt of the invoice, unless agreed otherwise. Goods delivered shall remain the property of the Agency until complete payment.

8.2.

The client shall be obliged to bear all costs and expenses incurred for enforcement of the claims, such as especially collection expenses or any other necessary costs for legal proceedings.

8.3.

In case of delay in payment by the client, the Agency shall be entitled to demand immediate payment for all services and partial services performed within the framework of any other contracts concluded with the client.

8.4.

The client shall not be entitled to set off their own demands against the demands of the Agency, except if the demand of the client has been recognized by the Agency in writing or has been determined by the court. The right of retention of the client shall be excluded.

9. Presentations

9.1.

For participation in presentations, the Agency shall be entitled to an appropriate fee, which, in the absence of an agreement, at least covers the whole staff and material expenses of the Agency for the presentation as well as the costs of all external services.

9.2.

If the Agency does not receive an order after the presentation, all services by the

Agency, especially the documents of presentation and their content, shall remain the property of the Agency; the client shall not be entitled to further use thereof, in any form whatsoever; the documentation shall, on the contrary, be returned to the Agency without any delay.

The disclosure of documents of presentation to third parties as well as their publication, dissemination or utilization in any other way shall not be allowed without explicit approval by the Agency.

9.3.

Furthermore, the client shall not be entitled to further utilization of the ideas and concepts submitted in the course of the presentation, regardless whether these ideas and concepts are protected by copyright.

Payment of the presentation fee shall not entitle the client to acquire any rights of exploitation and usage of the services presented.

9.4.

If the ideas and concepts submitted in the course of a presentation for the solution of communication tasks are used in advertising materials not designed by the Agency, the Agency shall be entitled to use the ideas and concepts presented for other purposes.

10. Right of property and copyright

10.1.

All services by the Agency, including those of presentations (for instance incentives, ideas, sketches, preliminary drafts, scribbles, final artwork, concepts, negatives, slides), also single parts thereof, as well as the single work pieces and original drafts, shall remain the property of the Agency, and they can be reclaimed by the Agency at any time, especially upon termination of the contract. The client shall only acquire the right of use through payment of the fee (inclusive of reproduction) for the purpose agreed and in the scope of use agreed. Unless agreed otherwise with the Agency, the client may only use the services of the Agency themselves, exclusively in Austria. The acquisition of rights of use and exploitation of services of the Agency in any case shall require complete payment of the fee invoiced by the Agency for these rights.

10.2.

Changes of services performed by the Agency, such as, in particular, their further development by the client or third parties active on their behalf, shall only be

permitted upon explicit consent by the Agency and – insofar as these services are protected by copyright – by the owner of the copyright.

10.3.

Any utilization of services performed by the Agency which exceed the originally agreed purpose and scope of use shall require the consent of the Agency, no matter whether this service is protected by copyright. For this the Agency and the owner of copyright shall receive an appropriate remuneration.

10.4.

After termination of the Agency contract, independent of whether these services are protected by copyright law or not, the consent of the Agency shall also be required for the utilization of services performed by the Agency or of advertising material, for which the Agency has prepared concept or design drafts.

10.5.

For this the Agency shall be entitled to the full claim of the Agency fee agreed in the terminated contract in the 1st year after termination of contract. In the 2nd and 3rd years after expiration of contract, only half or a quarter of the remuneration agreed in the contract shall be due. From the 4th year onwards, there shall be no more Agency fee.

11. Designation

11.1.

The Agency shall be entitled to indicate the Agency and, if applicable, the author, on all advertising materials and in all advertising campaigns, without any claim of remuneration for the client.

11.2.

The Agency shall be entitled to indicate on their own advertising media and especially on their website the business relationship with the client using name and company logo, subject to the written revocation by the client, which is possible at any time.

12. Warranty and compensation for damages

12.1.

The client must claim any complaints without any delay, in any case within three days of performance by the Agency, in written and justified form. In the case of justified and timely complaints, the client shall only be entitled to the right of improvement or replacement of the service by the Agency.

12.2.

In case of justified complaint, the faults shall be eliminated within a reasonable period, whereas the client shall facilitate all measures required for examination and elimination of faults by the Agency. The Agency shall be entitled to refuse improvement of the service, if this is impossible or is associated with unreasonably high cost or time for the Agency.

12.3.

The shifting of the burden of proof in accordance with Article 924 ABGB at the Agency's expense shall be excluded. The client shall prove that the fault already existed at the time of delivery, the time the fault was observed, and that this notice of faults was claimed in due time.

12.4.

Claims for damages by the client, especially due to delay, impossibility of performance, positive breach of obligation, negligence in signing the contract, unsatisfactory or incomplete services, damage due to defects or due to unlawful acts shall be excluded, insofar as they are not based on malicious intention or gross negligence of the Agency.

12.5.

Any claim for damages can only be asserted within six months from the time the damage becomes known.

12.6.

Claims for damages shall be limited in their amount to the contract value, excluding taxes.

12.7.

The following shall apply for IT services: Claims for damages concerning IT solutions established and/or implemented by the Agency shall be excluded, insofar as they are

not due to malicious intention or gross negligence by the Agency.

Especially, the Agency cannot be charged with loss of production, using the IT solutions established and/or implemented by KUTECH, insofar as this is not due to malicious intention or gross negligence.

13. Service & maintenance

13.1.

The Agency strives to work in a future-oriented manner, and to react, also in the field of IT, towards the increasing requirements regarding IT security. For this reason, the Agency shall reserve the right to perform updates in the field of IT at their own discretion, in order to safeguard appropriate IT security. The Agency shall inform their clients about scheduled updates in time, as well as about the costs thereof incurred by the respective client.

14. Liability

14.1.

The Agency will perform the work it is assigned, under observance of the generally recognized principles of law, and will inform the client in time of any perceivable risks.

Any liability of the Agency for claims, which are asserted on account of the advertising campaign (the utilization of a label) against the client, shall explicitly be excluded, if the Agency has observed its obligation to inform; the Agency especially cannot be held liable for legal fees, attorney's fees of the client or fees for publication of court decisions, as well as for any claims for damages or similar claims by third parties.

14.2.

The Agency shall only assume liability, within the framework of statutory provisions, for damages, insofar as its malicious intention or gross negligence can be proven. Liability for slight negligence shall be excluded. The burden of proof for gross negligence shall be on the party that has suffered damage.

15. Applicable law

The legal relationship between the client and the Agency shall exclusively be governed by Austrian law and under exclusion of the international reference provisions. The provisions of the UN Sales Convention shall not apply.

16. Place of fulfillment and legal venue

16.1.

Place of fulfillment shall be the registered seat of the Agency.

16.2.

The legal venue for any disputes directly or indirectly arising between the Agency and the client shall be the competent Austrian court, responsible for the location of the Agency and the matter under dispute.