

General Terms and Conditions of Gaisberg Consulting GmbH

1. Validity, conclusion of contract

- 1.1 Gaisberg Consulting GmbH (hereinafter referred to as "Agency") provides its services exclusively on the basis of the following General Terms and Conditions (GTC). These apply to all legal relationships between the Agency and the Customer, even if no express reference is made to them. The GTC are exclusively applicable to legal relationships with entrepreneurs, i.e. B2B.
- 1.2 The version valid at the time of the conclusion of the contract shall be authoritative in each case. Deviations from these as well as other supplementary agreements with the Customer shall only be effective if they are confirmed in writing by the Agency.
- 1.3 Any terms and conditions of the customer, even if known, are not accepted, unless otherwise expressly agreed in writing in individual cases. The agency expressly objects to the customer's terms and conditions. A further objection to the customer's GTC by the agency is not required.
- 1.4 Should individual provisions of these General Terms and Conditions of Business be invalid, this shall not affect the binding nature of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose.

2. Scope of Services, Scope of Order and Customer's Obligation to Cooperate

- 2.1 The scope of the services to be provided results from the service description in the respective offer tailored to the customer.
The offer documents including the applicable GTCs will be sent to the customer in advance. An order is considered accepted as soon as the customer confirms it in writing, an email is sufficient.
- 2.2 All services of the agency are to be checked and approved by the customer.
- 2.3 The customer shall make available to the agency in a timely manner and in full all information and documents required for the performance of the service. He will inform the Agency of all circumstances that are of importance for the execution of the order, even if these only become known during the execution of the order.
- 2.4 Furthermore, the customer is obliged to check the documents (photos, logos, etc.) provided for the execution of the order for any copyrights, trademark rights or other rights of third parties and guarantees that the documents are free of third party rights and can therefore be used for the intended purpose. The Agency shall not be liable in the case of merely slight negligence or after fulfilling its duty to warn - in any case in the internal relationship with the Customer - due to an infringement of such third-party rights by documents provided. If a claim is made against the Agency by a third party due to such an infringement of rights, the Customer shall indemnify and hold the Agency harmless; the Customer shall compensate the Agency for all disadvantages incurred by the Agency due to a claim made against it by a third party, in particular the costs of appropriate legal representation.

3. Third-party services / commissioning of third parties / expenses and travel costs

- 3.1 The Agency shall be entitled, at its own discretion, to perform the service itself, to make use of competent third parties as vicarious agents for the performance of services that are the subject matter of the contract and/or to substitute such services ("Third Party Service").

- 3.2 The commissioning of third parties within the framework of an external service is carried out either in the agency's own name or in the name of the customer. In the case of invoice and payment processing via the agency, a fee of 8% of the respective invoice amount (= handling fee) will be charged for the administrative effort.
- 3.3 The customer shall enter into obligations to third parties that extend beyond the term of the contract. This also expressly applies in the event of termination of the contractual relationship for good cause.
- 3.4 Travel expenses will be charged either at the official mileage rate or at the ÖBB rate (business travel, 1st class). Economy rates apply for flights within Europe. Overnight expenses will be charged either according to fixed rates or according to the hotel bill. In the case of travel by employees of Gaisberg Consulting, travel time will be charged at half an hourly rate in addition to the expenses.
- 3.5 The Agency shall in any case be indemnified and held harmless in relation to service relationships entered into with third parties on behalf of the Customer.

4. Contract term, termination

- 4.1 The contract term agreed in the respective offer / contract shall apply.
- 4.2 Prior to expiration, the agreement can be terminated by either party in writing (email is sufficient) without giving any further reasons, at the end of any calendar month with a notice period of 30 days. All documents developed until then go to the customer.

5. Fee / Terms of payment

- 5.1 The fee is understood to be a net fee plus VAT at the statutory rate.
- 5.2 Monthly retainers as well as services according to the hourly rate will be invoiced at the respective last day of the month. Invoicing for individual projects / activities is 50% after order placement, 50% after service rendered.
- 5.3 All services of the Agency that are not expressly covered by the agreed fee shall be remunerated separately. All cash expenses incurred by the agency are to be reimbursed by the customer.
- 5.4 The fee shall be due for payment immediately upon receipt of the invoice and without deduction, unless special payment terms have been agreed in writing in individual cases. This also applies to the charging of all cash expenses and other expenses.
- 5.5 In the event of default in payment by the customer, the statutory default interest shall apply at the rate applicable to business transactions. Furthermore, in the event of default in payment, the customer undertakes to reimburse the agency for any reminder and collection expenses incurred, insofar as they are necessary for appropriate legal action.

6. Social media channels

- 6.1 Before placing an order, the customer is expressly informed that the providers of "social media channels" reserve the right in their terms of use to reject or remove advertisements and appearances for any reason. Accordingly, the providers are not obliged to forward content and information to users. There is therefore an incalculable risk that advertisements and appearances may be removed for no reason. In the event of a complaint from another user, the providers are granted the opportunity to make a counterstatement, but even in this case the content is removed immediately. In this case, the restoration of the original, lawful state may take some time. The agency works on the basis of these terms of use of the providers, over which it has no influence, and also bases the order of the customer on them. By placing the order, the customer expressly acknowledges that these terms of use (co-)determine the rights and obligations of any contractual relationship. The agency intends to execute the order of the customer to the best of its knowledge and to comply with the guidelines of "social media channels". However, due to the currently valid terms of use and the simple possibility of each user to claim violations of rights and thus achieve a removal of the content, the agency cannot guarantee that the commissioned campaign is also retrievable at all times.

7. Exploitation rights, trademark protection and ownership

7.1 Ownership, including all rights of exploitation and use, for all materials and works created by the Agency under this Agreement shall pass to the Client upon full payment of the respective service invoice.

8. Confidentiality and data protection

8.1 Personal data (e.g. name, address, e-mail address, telephone number, bank details) are stored and processed by us exclusively in accordance with the provisions of the DSGVO. These and other data provided by you are required for the creation of this offer, for the implementation of pre-contractual measures and subsequently for the fulfillment of the contract. Data will not be transferred to third parties or only with your consent. If no contract is concluded, your data will be deleted immediately.

8.2 Furthermore, the agency undertakes to treat all information, documents and business data passed on to us in the context of a possible cooperation as strictly confidential. This also applies to the employees and any external service providers used. This obligation also applies beyond a possible cooperation relationship.

9. Applicable law and place of jurisdiction

Austrian law shall apply to the exclusion of the conflict of law rules; the exclusive place of jurisdiction shall be Vienna.