

GENERAL STANDARD TERMS AND CONDITIONS

1. GENERAL TERMS

For all present and future contractual relations between Ideeller Kulturverein (Ideal Culture Union) ICU in Vienna CoKG, situated in Austria 2483 Ebreichsdorf , Sclößparkstrase 4/3 , as well as their legal successors (in the following called ICU) on the one hand and customers as well as their legal successors on the other hand, the following terms are valid. Collateral verbal agreements are not valid. There is no way to abandon verbally the terms of agreement whereupon collateral verbal agreements are not valid. Contracts concerning events organised by ICU are concluded exclusively on the basis of these General Standard Terms and Conditions. Changes in any part of the General Standard Terms and Conditions must be in writing.

2. CONCLUSION OF CONTRACTS

Upon signature by both parties, all arrangements will then be considered as confirmed on a definite basis. Thereafter, any adjustments or additional services shall be agreed upon in writing. All offers of ICU are non-binding offers and subject to change. Prices are for concept design, organisation and implementation of the event / framework / show act (in the following called event). Any taxes, rates or contributions for companies or partnerships exploiting third-party rights are settled directly by the customer himself with the respective creditor, holding ICU entirely harmless in this respect.

3. PERFORMANCE

The customer undertakes to follow the instructions of ICU in the concrete contractual relationship while the event is being carried out and to keep ICU informed about all steps, especially those relevant to the proceedings of the event, at all times. Should he become aware of any circumstances that might lead to changes in or cancellation of a planned event, he undertakes to inform ICU immediately of these circumstances. The time schedule agreed upon is binding for the customer. The customer undertakes to carry out all the necessary technical works in accordance with the relevant regulations of and to satisfy and respect requirements of trade regulations as well as existing fire and safety regulations or any other requirements set by the authorities, holding ICU entirely harmless in this respect. ICU cannot be held responsible for any failures on the technical side (e.g. power failures). The customer commits himself to pay the full fee agreed upon in any case.

4. COPYRIGHTS

The customer undertakes to respect copyrights and to refrain from violating them in any way.

5. TERMS OF PAYMENT

Invoices are payable within 14 days from the date of invoice. In the case of delay in payment or respite, 16% interest on arrears as well as collection charges will be charged. For each demand for payment, an amount of € 50,-- (including 20% turnover tax, amounting to € 8,--) must be paid as refund of collection charges and dunning charges.

When the contract is awarded, 80% of the total sum of the services ordered is due for payment within 14 days. If the advance payment is not paid in due time by the customer, ICU is not committed to rendering the agreed services.

The final invoice is made out immediately after the event has taken place and due for payment within 14 days from the date of invoice.

If in the case of partial payment the purchaser is in default or short with one installment ICU shall be entitled to demand immediate payment of all installments and acceptances.

Place of payment and fulfilment is Vienna. The contractual relationship is judged according to Austrian law only. Any disputes arising from this contractual relationship have to be settled by a competent Vienna court of law.

6. PAYMENT OF CREATIVE SERVICES

Creative services rendered by ICU in the course of the preparation and planning of an event must be remunerated separately, regardless of any other claims. The amount depends on the actual expense of ICU, while a minimum lump sum of € 364,00,- plus 20% turnover tax is agreed upon. When the order is carried out completely, this amount is credited to the customer. Concept and samples remain property of ICU and will only be given to the customer for inspection or approval, even if a consideration is paid, and have to be returned to ICU within 2 weeks.

7. CANCELLATION

If the event is cancelled, for whatever reason, the following amounts become payable in addition to the remuneration of creative services as mentioned under „Payment of Creative Services“

Cancellation 6 months and more before the event: no cancellation fees

Cancellation 6 months to 3 months before the event: 50% of the costs of the order

Cancellation 3 months to 30 days before the event: 75 % of the costs of the order

Cancellation less than 30 days before the event: 100 % of the costs of the order

8. CANCELLATION OF THE CONTRACT

I.C.U. has the right to cancel the contract for important reasons without becoming liable to pay damages.

The following are to be regarded as particularly important reasons:

- If the place where the event is to be carried out is not available, for whatever reason
- Force major
- If the good reputation of ICU is jeopardised
- If the customer is in default of payment
- If the customer repeatedly fails to meet deadlines and time schedules agreed upon

9. WARRANTY AND COMPENSATION IN DAMAGES

Faults must be precisely specified and brought to the notice of ICU in the form of a registered letter immediately, but no later than one day after the event. Customers' complaints arriving later than that will not be accepted. Customer's complaints do not entitle the customer to hold back the agreed payment. ICU shall be liable to pay damages only in the event of intention. Claims for damages are subject to a limitation period of six months after notice of the damage; however, no later than 3 years from performance. ICU is never liable for any consequential damages, subsequent damages, financial losses, loss of profit, loss of interest, lost savings, losses arising from third party claims.

10. VALIDITY

The General Standard Terms and Conditions are also valid for future contracts without having to be specifically referred to in each individual case.

11. SUBCONTRACT

ICU is allowed to subcontract.

12. OTHER

Should any part of these terms and conditions be invalid for any reason whatsoever, the other terms and conditions still remain valid.

According to the Data Protection Law, all data necessary for the conduct of business will be stored and saved.