

## **General Information**

Eventery Live Communication GmbH, hereinafter referred to in brief as Eventery, concludes contracts exclusively based on the following General Terms and Conditions of Business. Orally agreed amendments and supplements to the concluded contract or these General Terms and Conditions of Business shall apply only if they are confirmed in writing by Eventery. With the Issue of the contract by the Contract Partner the Terms and Conditions of Eventery are deemed to be accepted.

## **Contract conclusion & range of services**

Contracts between Eventery and the Client are basically only deemed concluded with the express acceptance of Eventery. Bids are without obligation.

The range of the contractual service obligation is exclusively as set forth in the service description of Eventery and / or the information in the contract acceptance.

Side agreements, which change the range of the contractual services, require an express written confirmation.

Changes or deviations from the agreed content of the contract regarding individual contractual services that become necessary after conclusion of the contract, are permitted, insofar as the changes or deviations are not significant and do not cause any harm to the overall arrangement of the agreed services.

Any taxes due as well as fees, expenses and fees for retention of proprietary rights (AKM and similar) are for the account of the Client.

## **Usage rights and retention of proprietary rights**

All usage rights on the creative services of remain with Eventery – insofar as nothing other has been agreed in writing. The Contract Partner is not entitled – in any way whatsoever – to exploit these in any way other than agreed in the range of services. In particular the Contract Partner is not entitled to resell or transfer the creative services of

Eventery. All further deliveries and services remain the property of Eventery until payment is complete.

## **Warranty**

The Contract Partner shall inspect the services of Eventery immediately after delivery or completion and any defects determined hereby shall be reported to Eventery immediately in writing in detail.

The warranty of Eventery is limited, at its choice to improvement, or supplementary work on the defect, or exchange of the defective service for a defect-free one; damage compensation claims of the Contract Partner are principally excluded.

## **Liability**

Eventery undertakes to use conscientious preparation and careful selection of service providers, with the duties of care of an orderly businessman. The Contract Partner hereby expressly declares that he shall desist from making any damage compensation claims of any kind against Eventery.

Insofar as damage compensations claims are due to Eventery against third parties in connection with the carrying out of the contract, the Agency shall assign such claims also to the Client, insofar as the Client accepts the assignation of such future claims. In such a case no further claims against Eventery are due to the Client. The Client is entitled to assert such claims for his own account.

Eventery offers the Client where possible, the conclusion of a sufficient event liability insurance. The costs of such insurance shall also be invoiced to the Client.

## **Prices**

All prices are net excluding VAT.

Insofar as nothing other is agreed, the contracting of third parties shall take place in the name of and for the account of Eventery. Eventery is in

this case not obliged to provide accounts for the services provided by third parties for its account, or invoices from the person(s) contracted.

Services not assessed in the bid, which are carried out on demand of the Client or also extra costs on grounds of incorrect information from the Client, of transport delays for which Eventery are not responsible, but are on grounds of untimely or unsuitable advance services of third parties, insofar as they are not vicarious agents of Eventery, shall be invoiced to the client according to the current payment rates of Eventery.

## **Payment**

Eventery is entitled to invoice each individual service as soon as it has been provided. The invoices, insofar as nothing other is agreed, are payable within 7 days of receipt. Furthermore Eventery is entitled to charge the following deposit sums to cover its expenses:

40% of the agreed remuneration on conclusion of the contract

40% of the agreed remuneration by 14 days prior to the first day of the event

The rest of the price becomes payable on receipt of a complete invoice.

Deductions of any type are excluded.

## **Cancellation conditions**

In the event of written cancellation after the order has been placed up to halfway through the project planning period: 50% of the agency fee.

In the event of written cancellation after the order has been placed more than halfway through the project planning period up to 14 days before the event: 70% of the agency fee.

In the event of written cancellation after the order has been placed less than 14 days before the event: 100% of the agency fee.

In the case of third-party services booked through Eventery, the cancellation conditions of the respective third party apply. Eventery does not review the content of the cancellation conditions of third-party providers. Any invalid provisions in the general terms and conditions and cancellation conditions of third-party providers do not affect the validity of Eventery's general terms and conditions.

## **Final provision**

All personal data provided to Eventery to organise the event is protected against unauthorised use. The Client declares his consent to storage of the data necessary for the concluding the contract. If individual clauses in these General Terms and Conditions of Business should become ineffective, this shall not affect the remaining clauses. In place of the ineffective clause a new regulations shall be agreed that comes as close as possible to the financial aim of the Contract Parties.

## **Place of Jurisdiction**

The use of Austrian law is agreed. For disputes with regard to this contract the district court of Salzburg is responsible for district court matters, and the regional court of Salzburg is responsible for court of law matters.