

GENERAL TERMS AND CONDITIONS

1. Order basis

Maintenance and repair works ("services") on electronic data processing equipment, programmes and accessories ("products") carried out by OSIATIS service personnel shall be conducted only in compliance with the below terms and conditions. Agreements concluded between OSIATIS and the customer (such as maintenance agreements) shall remain unaffected by them and supersede these terms and conditions of order.

2. Services

Maintenance and repair works shall be executed and invoiced on the basis of time spent and materials used. Upon completion of the works the time spent and material used shall be confirmed in writing. The customer's signature shall be the basis of invoicing and confirms that the service works have been performed properly ("acceptance"). Cost estimates shall be invoiced on the basis of time spent and shall be subject to change. In case the sum is substantially exceeded the customer shall be informed by OSIATIS accordingly and works shall be discontinued until the customer places the order.

3. Invoicing

Works and materials shall be invoiced at the OSIATIS prices in effect at the time services were rendered including value-added tax. Travel expenses shall be charged separately at the relevant OSIATIS rates. The minimum unit invoiced shall be thirty minutes. Services and/or travel times outside normal business hours (Mondays to Fridays from 08:30 to 17:00 hours, except for public holidays) shall be invoiced at the usual surcharges.

4. Terms of payment

All invoices shall be due without deductions within 10 (ten) days following invoicing. The invoice can be set off against counterclaims of the customer only if such counterclaims have been acknowledged by OSIATIS in writing or legally decided by court. The place of payment shall be Vienna. Payments shall be recognised as full satisfaction of debt only if made to OSIATIS proper or one of the bank accounts referred to on the invoice. In case of default in payment OSIATIS, notwithstanding any other rights, shall be entitled to charge interest on arrears amounting to 3% (three percent) above the basic interest rate announced by the Austrian National Bank, but at least 8% without granting any further respite. If OSIATIS, prior to final order processing, becomes aware of circumstances that lead to conclude that the customer is in an adverse financial situation, OSIATIS shall be entitled to demand security or to cancel the order without disadvantage or expenses, by applying expenses already incurred.

5. Warranty

If the products repaired or maintained by OSIATIS under this order show defects during the warranty period which, as can be demonstrated, are due to poor service quality or faulty material and/or manufacturing in the wake of the service works of built-in spare parts, OSIATIS shall repair such defects. The customer shall furnish proof that the defect had existed already at the time of acceptance. This provision shall not apply to defects emerging within six (6) months from acceptance. The defects shall be repaired free of charge, except for travel expenses, either by repairing or exchanging the defective part, whichever OSIATIS decides. The warranty period shall start upon acceptance according to Art. 2 and cover thirty (30) days. Warranty shall expire if works or changes have been carried out on the repaired and/or maintained product parts without prior consent by OSIATIS or if defects have occurred due to inappropriate treatment or maintenance, excessive use or natural wear and tear. If efforts to repair the defects fail the customer shall be entitled to a price reduction or cancel the agreement. Other warranty claims shall not be valid. Makeshift repairs carried out upon customer's request shall be without warranty.

6. Reservation of title

Spare parts built in during service works and/or add-on works shall remain the property of OSIATIS until completely paid for. Replaced parts shall become the property of OSIATIS without compensation unless agreed otherwise.

7. Liability

OSIATIS shall be liable for personal and property damage arising to the customer or third parties if that damage has been caused intentionally and/or grossly negligently by OSIATIS personnel. In cases of grossly negligent the liability is limited by the contract value. The customer and/or third party injured shall furnish proof of at least gross negligence. Compensation for damage resulting from loss of data/damaged data and direct and/or indirect consequential damage shall be excluded in any case if permitted by law.

8. General

Should one or several provisions of these Terms and Conditions become ineffective this shall not affect the validity of the remaining provisions. The customer shall not be entitled to assign to third parties or otherwise any and all rights resulting from these Terms and Conditions or additions thereto without prior consent in writing. Oral agreements shall not be binding. All changes of, and/or amendments to the Terms and Conditions shall be made in writing. All business transactions executed in the context of these Terms and Conditions shall be subject to Austrian law. The exclusive venue shall be Vienna.