

GENERAL TERMS AND CONDITIONS

§ 1 Client and Contractor, Duties of Care

1. The client as organizer commissions EMP-International GmbH, hereinafter referred to as "EMP", with the organizational services described in the offer and confirmed in the order confirmation.
2. EMP" is obliged to provide its services in accordance with the principles of due diligence of a prudent businessman, taking into account the interests of the Customer, in particular it is obliged to conscientiously advise the Customer and prepare the services, carefully select and monitor suppliers and subcontractors.

§ 2 Subject matter of the contract

1. The subject of the contract is the delivery of the services described in the order confirmation. The services provided by "EMP" include in particular venue management, production management, event staging and content production, costing and controlling, location construction and stage technology as well as other project-related tasks.
2. These Terms and Conditions shall only apply to companies, legal entities under public law and companies under public law.
3. Deviating, opposing or supplementary terms and conditions, even if known, are not part of the contract, unless their validity is expressly agreed in writing.
4. Gender note: For reasons of better readability, no gender-neutral differentiation is made in the General Terms and Conditions. The abbreviated form of language is for editorial reasons only and does not imply any valuation.

§ 3 Delivery and services

1. "EMP" expressly reserves the right for the provision of contracted services, to use independent providers for the contract service.
2. As soon as circumstances arise that allow only partial delivery of services by "EMP", the Contractual Partner must be immediately informed by "EMP" about the threat. In this case "EMP" is entitled to withdraw from the contract completely or partially. The resulting costs have to be refunded to "EMP".
3. Dates and deadlines for deliveries stated in the contract are non-binding unless "EMP" expressly describes in writing that delivery times are binding. The delivery dates are determined by the planned performance capabilities of "EMP" and are non-binding and subject to the availability of the commissioned cooperation partners of "EMP" as well as unforeseen circumstances, regardless of whether they occur at "EMP" or at the cooperation partners, such as, in particular, force majeure, government measures, failure to obtain official permits, labor disputes of any kind, sabotage, unexcused late delivery of materials, etc.
4. An agreed binding delivery deadline shall be extended appropriately if "EMP" is prevented from complying with it due to circumstances for which neither its employees nor its independent service providers are responsible. Compliance with the delivery dates requires the prior submission of all documents, drawings, exhibitions, plans, permits, as well as the availability of material, information and equipment necessary for the successful and complete performance of the service of "EMP". If the Contractor fails to comply with this obligation to cooperate, the delivery period shall be extended by the duration of the corresponding delay.

§ 4 Prices

The offer prices are only valid for undivided orders. EMP" shall be entitled to provide partial services and to invoice these separately. All prices are net prices without value added tax. Unless otherwise agreed, the commissioning of third parties shall take place in the name and for the account of "EMP". In this case "EMP" shall not be obliged to invoice for the services rendered by third parties on its behalf or to submit invoices of the person commissioned by it. Services not estimated in the offer, which are carried out at the request of the Customer or additional expenses, which are caused by incorrect information of the Customer, by transport delays through no fault of the Customer or by preliminary services of third parties, which are not vicarious agents of "EMP", shall be invoiced to the Customer additionally according to the current remuneration rates of "EMP".

§ 5 Remuneration, terms of payment

1. The Customer shall pay "EMP" the fee specified in the offer for the services specified in the offer. The value added tax incurred in the country of delivery according to the country-specific determination, as well as transport costs, accommodation costs and other expenses shall be invoiced to the Contractor according to the respective price list or according to the individual order. If no price list or no details are included in the individual order, the following provisions shall apply: The Contractor shall pay the agreed daily rate in full and without deduction of break times and for each working day commenced.
2. The Client shall provide at least two hot meals (lunch and dinner) and one cold breakfast (if not provided at the hotel) to each service provider assigned on the project. Snacks must be provided between lunch and dinner. In addition, unlimited hot and cold beverages are provided at no charge. Tap water does not count as a cold beverage. If the contractor does not provide sufficient catering and beverages are available in accordance with the above paragraph, a catering flat rate of 70 euros/per employee per day will be charged, unless another solution is found.
3. Payment is due seven days after the invoice date without deduction. If the payment deadline is exceeded, "EMP" shall be entitled to charge default interest in the amount of the entrepreneur's interest rate (i.e. 9.2 percentage points above the base interest rate) without further reminder.
4. "EMP" is entitled to set off payments against outstanding claims first. If costs and interest have already been incurred due to the default, "EMP" is entitled to offset the payment first against the costs, then against the interest and finally against the main services.

5. Insofar as the above terms of payment are violated without justifiable reason, "EMP" shall be entitled at any time to demand pro rata payment in the form of cash payments, advance payments or securities. All outstanding claims including those for which "EMP" has accepted bills of exchange or agreed payment by installments are due immediately in this case.

6. A set-off or the assertion of a right of retention due to counterclaims not recognized by "EMP" or not legally established is excluded.

§ 6 Withdrawal

The Customer shall be entitled to withdraw from this contract up to 28 days prior to the agreed commencement of performance. In the event of withdrawal, the Customer shall make the following payments to "EMP":

- The planning and organization as well as provided advance services up to the date of withdrawal are to be paid in full.
- The implementation costs are to be paid:
 - in case of cancellation up to 84 days before the start of the service: 20%.
 - in case of cancellation up to 45 days before the start of the service: 40%.
 - in case of cancellation up to 30 days before the start of the service: 60%.
 - in case of cancellation up to 28 days before the start of the service: 80%.
 - thereafter or in case of non-attendance 100%.

The start of services is considered to be the start of planning and the start of events and the start of trips, as well as generally the day on which "EMP" is obligated on its part to provide the contractually owed service. The cancellation has to be made in writing as a matter of principle. The date of receipt of the notice of withdrawal at the contact address of "EMP" stated in the contract shall be deemed the cut-off date for the calculation of the deadline.

In case of impracticability of the event due to bad weather, the Customer shall pay the costs. If the event is considerably impeded, endangered or impaired as a result of force majeure that was not foreseeable at the time of conclusion of the contract, both "EMP" and the Customer may terminate the contract. If the contract is terminated, "EMP" may demand reasonable compensation for the services already rendered or still to be rendered for the completion of the event.

§ 7 Liability

1. As far as nothing else arises from the provisions, further claims of the Contractor - no matter on which legal ground - are excluded, "EMP" is therefore in particular not liable for damages of lost profits or other financial losses of the Customer.

2. This declaration of indemnification shall not apply insofar as the cause of the damage is based on intent or gross negligence

3. If "EMP" negligently violates an essential contractual obligation, it shall be obliged to compensate for the material damage and personal injury. The liability is limited to the compensation of the liability insurance of "EMP". The liability is in any case limited to the damages foreseeable at the time of the conclusion of the contract.

4. As far as the liability of "EMP" is excluded or limited, this also applies to the personal liability of the employees and independent service providers of "EMP".

§ 8 Protection against competition

The persons employed by "EMP" may not be employed on a temporary basis or as permanent employees or be commissioned as subcontractors or placed with third parties without the express written consent of "EMP" for a period of 18 months after the end of the assignment with the Customer. For each case of violation, a contractual penalty of EUR 10,000.00 per person is agreed. Further claims for damages remain unaffected.

§ 9 Place of Jurisdiction, Choice of Law

The place of jurisdiction for all claims arising from this contract is Innsbruck. The Customer may sue "EMP" only at its registered office. Austrian law shall apply to the exclusion of its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods.