

GTC

General terms and conditions of the SABU-Consult GmbH

§1 Applicability and Extent

In the broadest sense the general terms and conditions for business consultancy released by the association of consultancy and the data handling regulations by the federal Chamber of Trade, Commerce and Industry (sect. Industry) apply.

§2 Extent of the consultancy job

The extent of the consultancy job was agreed upon in a contract. An extension of services is only valid if they have been stipulated. The consultant cannot guarantee a specific economic success.

§3 Obligation to inform for the client/ declaration of completeness

The client is responsible that the consultant receives all necessary documents for the fulfillment of the consultancy job in time. Furthermore the client must also inform the consultant about all the processes and circumstances that are essential for the fulfillment of the job. This also applies for all documents, processes and circumstances that emerge during the consulting activities.

§4 Protection of independence

The contractual partners commit themselves to mutual loyalty. The contractual partners commit themselves to make arrangements that help to protect the independence of the consultant's co-operation partners and staff. This applies particularly to offers of the client concerning employment or acceptance of jobs for own account.

§5 Report

The consultant commits to providing information on his work, the work of his staff and if necessary the work of his co-operation partners. For the consultancy job the client and the consultant acknowledge an ongoing correspondence by phone respectively to the work progress and a singular written report.

The client will receive the final report within a reasonable timeframe (2-4 weeks, depending on the type of the consultancy job) after the completion of the job.

§6 Protection of intellectual property of the consultant/ copyright/ use

The client is obliged to make sure that the documents provided by the consultant, his staff and co-operation partners such as offers, reports, analysis, certificates, organisational plans, programs, service descriptions, drafts, calculations, charts, data carriers and the like will only be used in connection with the job. The gratuitous and nongratuitous transfer of the consultant's professional comments to a third party requires a written agreement. The consultant cannot be held responsible for the liability of his comments by the third party. The use of the consultant's professional comments for promotion purposes by the client is illegal. Infringement enables the consultant to terminate all pending jobs without notice. The copyright of his services remains with the consultant. With regard to this the the right to use the consulting services are limited to the client's own purposes and only to the extent stated in the contract, even after paying all fees. Every transfer, even if in extracts, will lead to compensation claims. This is also the case after the closure of the firm or bankruptcy. In such a case amends have to be made.

§7 Removal of defects and guarantee

The consultant may delete subsequently emerging incorrectnesses and shortcomings of his consulting services. He is obliged to inform the client immediately. The client is entitled to a complete removal of errors free of charge. This right expires six months after the completion of the consultant's services (report date). In case of failure of amendments the client is entitled to decrease or – if the services rendered due to the failure of amendments are justifiably perfunctorily for the client – right of commutation. As far as there are compensation claims beyond that, the terms of § 8 apply.

§8 Liability, proof of funds

The consultant and his staff will conduct the consulting services according to the generally accepted principles of professionalism. He is only liable for disadvantages if deliberateness or gross negligence can be proven, within the framework of existing legislation. This also applies to breaches of obligations by associates. Compensation can only be legally claimed within three months after the claimant was informed about the disadvantage. If the activity is performed by bringing in a third party (e.g. a data processing firm, a lawyer, a certified public accountant, a notary or another co-operation partner) and the client is informed about that, all potential warranty claims and liability claims that concern the third party are assigned to the client.

If agency transactions are made due to the job (e.g. leasing, credits, investment) the consultant does not provide a guarantee or assume liability for the deals or contracts. The client declares that all financial means for the completion of the consulting services came from good and clean funds and non-criminal actions.

§9 Obligation of secrecy

The consultant, his staff and the consulted associates are obliged to maintain secrecy concerning all matters that emerge whilst their collaboration with the client. This obligation to maintain secrecy applies to the client as well as his business contacts. Only the client himself (not his performing agents) can release the consultant from this obligation to maintain secrecy in written form.

The obligation to maintain secrecy also applies to the consultant, his staff, his co-operation partners and the consulted associates for the time after the completion of the job. This excludes cases that require a legal obligation to disclosure. The consultant is authorized to process the provided personal and corporate data within the framework of the assigned purpose of the consulting job (or let a third party process the data). The consultant is authorized to pass on job related data by a request for information according to § 23 Abs. 2 Z 3 KWG. The consultant guarantees the duty to protect data secrecy according to the regulations of the data privacy act. The material given to the consultant (data carrier, data, control figures, analysis, programs, contracts etc.) as well as all results from the realization of the services will generally be returned to the client.

§10 Right to professional fee

The consultant is entitled to receive an appropriate fee by the client after the performance of services. If the client prevents the completion of the job after the signing of the contract (e.g. due to cancellation) the consultant is nonetheless entitled to receive the agreed fee. If the completion of the job is not possible due to reasons the consultant is not responsible for he is also nonetheless entitled to receive the agreed fee. If the job remains undone due to reasonable circumstances on the part of the consultant, he is entitled to receive a part of the fee according to his activities so far. This applies particularly when the activities so far are usable for the client despite the cancellation. The consultant may condition the completion of his services on the satisfaction of his financial claims. The complaint about the consultant's services, apart from obvious shortcomings, does not enable the client to restrain the consultant's fees. If the client does not object to the fee note within a month, it is considered as accepted.

§11 Level of the fee

Unless otherwise specified the level of the fee is based upon the "fee guidelines for consultants" released by the association for business consultancy and information processing.

§12 Applicable law, place of performance, place of jurisdiction

If single clauses of the terms and conditions become legally void, the remaining clauses do not become ineffective. The void clause must be complemented by a legally and economically approximate clause. Alterations and amendments of the job must be in written form to become valid; the agreement to depart from them must also be in written form to become valid. The job, its execution as well as the consequential claims apply to the Austrian legislation. The place of performance is the place of the consultant's business. The place of jurisdiction for possible legal disputes about the job is Salzburg.