

## **GENERAL TERMS AND CONDITIONS**

### **SalzburgerLand Tourismus GmbH as client of its business partners**

#### **1. General:**

The SalzburgerLand Tourismus GmbH, headquartered in Hallwang, hereinafter referred to as SLTG, provides all services solely on the basis of these general terms and conditions as the client of your business partners.

#### **2. Contracts:**

Each contract is conditional on receipt by SLTG of the signed and unchanged order form from the contractor. As long as the relevant, unchanged order form has not been signed by the contractor and not received by SLTG, no order is placed.

All deliveries and services must comply with the relevant regulations and standards applicable in Austria. All deliveries/services must comply with the current state of science and technology as well as handicraft, unless otherwise stated in the contract.

For definitions and any differences in interpretation, the following shall apply: mandatory law, order, general terms and conditions of SLTG, SLTG standards, relevant guidelines of professional associations for the current state of the technology, relevant standards, and/or relevant legal provisions.

SLTG is entitled to change the nature, scope or quantities of agreed deliveries and services and/or to demand additional deliveries/services not provided for in the contract, but required for the complete fulfilment of the contract, in particular the faultless and safe function as necessary, if this was apparent to the contractor.

If the contractor deems it necessary to make changes, he must notify SLTG immediately in writing. The execution of the relevant deliveries/services may only commence after the prior consent of SLTG.

Offers as well as any necessary calculations and the like, are not remunerated separately unless otherwise agreed.

#### **3. Subcontractors:**

The transfer of a partial order to one or more subcontractors is only permissible after prior written consent from SLTG.

During the transfer of parts of their order to one or more subcontractors, the contractor guarantees that all contractual obligations are complied with as per the contract concluded with SLTG.

The contractor shall disclose the essential partial services which they wish to pass on to any subcontractors.

#### **4. Contract Documents:**

All documents which are the property of SLTG, and which have been given with orders and enquiries, drawings, samples, models and the like remain the property of SLTG. These documents may not be made available to non-participating third parties. Immediately after the completion or rejection of an order, all documents must be returned to SLTG unsolicited.



#### **5. Breach of contract:**

Deliveries and services carried out by the contractor without contract or by deviation from the contract shall only be remunerated if they are approved by SLTG in writing. If this does not occur, said deliveries or services must be eliminated at the request of SLTG. Otherwise, this can be done at the expense of the contractor. The contractor shall be liable to SLTG in this regard.

#### **6. Prices:**

The prices announced by the contractor are fixed prices, where the VAT is to be shown separately, and are free of charge including all ancillary costs and packaging, if ancillary costs (such as purchase costs or packaging etc.) were not shown separately in the offer.

The invoicing of additional costs from the increase of exchange rates for services from abroad is not permitted.

#### **7. Delayed or improperly rendered services/contractual penalty:**

In case of non-performance, partial performance or failure to fulfil an agreed service within due time or non-fulfilment of a service for a reason not in the sphere of the client, the client is entitled to insist on fulfilment, within reasonable time-limit, the replacement thereof at the contractor's costs, to request conversion or to withdraw from the contract. The contractor shall, even without the fault of the contractor or any damage, be punished by a penalty of 10% of the remuneration for the undelivered or late delivered service or breach thereof, to be paid to the client. If the delay or failure should affect the partial performance and/or the functional application of any other services provided in a timely/defect-free manner, the contractual penalty will also be charged for these services.

The contractual penalty shall not be payable if the contractor provides the service properly within the reasonable period of grace to be set by the customer. The contractor shall not be exempt from the performance of the agreed service by payment of the contractual penalty. The client is free to request claims for damages in excess of the contractual penalty from the contractor. The contractual penalty shall be understood as a minimum amount. Any further damages shall be reimbursed by the contractor. A right to judicial moderation is excluded. In the case of intent or gross negligence, the customer shall be completely compensated for the damages incurred (full satisfaction).

A justified delay in performance is due in case of strike or force majeure. In this case, the contractor shall immediately inform the client of the expected duration of this delay.

The contractor must comply with the specified deadlines. The contractor shall be liable for their own delays and those of their subcontractors or suppliers. In particular, they are liable for the disadvantages and additional costs incurred by the client, which are caused by a further contract award (replacement assignment) or by the delay.

Any interruption of work arranged by the client or agreed with consent will result in an extension of the deadline for the duration of the work interruption. The contractor cannot therefore derive any claims for compensation or demand a price increase.



## 8. Withdrawal/Cancellation:

The client has, apart from withdrawal pursuant to § 918 ff. ABGB, the right, in the following cases, to declare their immediate withdrawal from the contract/the immediate termination of the contract in writing:

- Opening of administration proceedings for the assets of the contractor;
- Opening of bankruptcy proceedings concerning the assets of the contractor or rejection of the opening in the absence of sufficient assets;
- Existence of circumstances which obviously render the order fulfilment impossible if the contractor is responsible for it;
- If the contractor has acted in order to harm the client in a fraudulent manner, in particular if they are in breach of good morals or contrary to the principles of competition and/or if the contracting party has disadvantageous contractual agreements with other businesses;
- If the contractor has made promises to or contributed to the employees of the client who are involved with the completion or implementation of the contract contradictory to good morals, or directly threatened or inferred disadvantages;

In the event of closures, entry restrictions or similar government measures to contain the effects of the Covid 19 pandemic with economic effects on the tourism sector the principal has the right of complete cancellation of the ordered services or to adjust the order volume pursuant to the economic effects. To the extent of cancellation or limitation of the scope of the order, the contractor is released from his obligation to perform and the obligation of the principal to pay the remuneration due thereon does not apply.

## 9. Warranty, rectification of defects:

The contractor shall ensure that the subject-matter of the contract possesses the expressly conditioned or usually presumed properties, corresponds to the generally accepted rules of the technology and the nature of the transaction, and can be used accordingly.

With the tender or acceptance of the order, the contractor guarantees that the deliveries/services offered comply with the applicable laws and regulations, the rules of technology as well as the use and operation of technical equipment.

In the case of deliveries/services according to samples, the characteristics of the sample shall be considered as warranted.

The warranty period for immovable property is 3 years, for movables 2 years. Defects alleged within the warranty period are to be rectified by the contractor within 14 days or appropriate period of grace (improvement or exchange). The right to compensation for damage caused by the delay of the rectification of defects remains unaffected.

If the improvement or replacement of defective parts is refused by or if the contractor fails to comply with this obligation in due time, SLTG may rectify the notified defects at the expense and risk of the contractor, or on price reduction or request of replacement.

In the case of replacement deliveries or rectification of defects, the original warranty period for the said contracted item shall be restarted. All costs incurred in connection with the rectification of defects shall be borne by the contractor.

In case of defects which occur in immovable property within three years, in case of movable property within 1 year from the acceptance, it is presumed that they were already present at the time of the acceptance.



#### **10. Invoices:**

Invoices must be submitted separately at the latest 1 month after complete contract fulfilment of orders. Furthermore, the invoices have to correspond to the invoice characteristics in accordance with § 11 UStG.

The required documents, such as delivery notes, necessary for examination, must be included.

#### **11. Payment:**

Payment and discount periods begin with the receipt of the duly laid invoice to SLTG, but at the earliest with complete contract fulfilment. The payment period is 30 days from the proper receipt of the invoice.

#### **12. Confidentiality:**

SLTG and the business partners undertake to neither use their own trade secrets or to pass on to third parties, nor the information which they have received, whether by chance or not, on the type, scope of operation or practical activity of the other contractual party. This obligation is valid beyond the end of the contract.

#### **13. Applicable law:**

The legal relations between SLTG and the business partners are exclusively governed by Austrian law, excluding international standards of referral. The provisions of the UN Purchase Law are not applicable.

Ancillary agreements, reservations, amendments or additions must be made in writing for their validity, and this also applies to deviations from the written form requirement. Any terms and conditions of the business partner contrary or deviating from these general Terms & Conditions will only be effective if they are confirmed by SLTG expressly in writing.

#### **14. Place of performance and jurisdiction:**

The place of performance is the seat of SalzburgerLand. For the place of jurisdiction for all disputes arising directly between SalzburgerLand and the user, the Austrian court responsible for the registered office of Salzburgerland will be settled locally and objectively.

