

TERMS AND CONDITIONS

laid down by Salzburger Land Tourismus GmbH governing contracted services for its business partners

1. General points

All the services performed by Salzburger Land Tourismus GmbH, based in Hallwang and hereinafter shortened to SalzburgerLand, as instructed by its business partners, shall be governed exclusively by these terms and conditions.

2. Contracts

All quotations issued by SalzburgerLand shall be subject to confirmation. No contractual relationship shall be entered into by SalzburgerLand and the business partner until the order is confirmed by SalzburgerLand or until the order is actually carried out by SalzburgerLand in a manner discernible by the business partner.

3. Subject of the contract

The subject of the contract shall be the services offered by SalzburgerLand in any given case.

The exact scope of the services to be rendered by SalzburgerLand shall be as currently specified at the given time on the website or in other documents which form an integral part of this contract.

4. Execution of order

The contractor shall be entitled to subcontract all or part of the order to third parties.

Insofar as the cooperation of the business partner is required to execute the order, the business partner shall provide SalzburgerLand with all the relevant information and data and with the contact details of a duly qualified person with decision-making authority.



5. Deadlines

Should SalzburgerLand fail to meet the agreed deadline then the business partner shall grant the former a reasonable extension of time in which to complete the service of at least two weeks. In the events of delays due to circumstances beyond the immediate control of SalzburgerLand, the deadline shall be extended automatically to allow for the delay caused by these circumstances. Such circumstances notably also include incidents within the sphere of responsibility of subcontractors of SalzburgerLand which were not foreseeable by SalzburgerLand at the time of entering into the contract and over which they can have no control whatsoever, unless SalzburgerLand is culpable with respect to its choice of subcontractors.

6. Ownership and rights of use

With regard to all the documents, materials, ideas and other services provided, the business partner shall only be granted the non-exclusive right to use the same for the contractually agreed purpose or, if no agreement has been entered into, for the purpose naturally arising insofar as this is absolutely necessary.

Unless agreed otherwise, the business partner shall not be permitted to transfer rights to third parties.

SalzburgerLand shall be entitled to allude to its capacity as originator of all the services it performs.

7. Liability

The warranty granted by SalzburgerLand shall be limited to six months. The business partner shall be required to check all services without delay and, if shortcomings are identified, to inform SalzburgerLand immediately in writing, stating the reasons which have led to making the complaint, otherwise the services shall be deemed to have been passed and carried out as specified in the contract. SalzburgerLand shall be liable towards its business partners within the limits of the law for deliberate acts only. Any further liability shall be limited to gross negligence and the extent of the liability shall be limited to the agreed fee for the service in question. The business partner shall be required to furnish evidence of gross negligence.

Insofar as the business partner, within the scope of the latter's obligation to cooperate, provides SalzburgerLand with materials required to perform services, the business partner shall



guarantee that the use of these materials does not contravene any rights held by third parties and shall fully indemnify and release SalzburgerLand from any liability in this regard.

8. Payment

The business partner shall be required to transfer the remittance to SalzburgerLand strictly net within 14 days of receipt of invoice. The payment shall only be deemed to have been remitted on time if it has been credited to SalzburgerLand's account and is available by the last day of the time allowed for payment.

In case of late payment SalzburgerLand shall be entitled to charge the applicable business interest rates. In the account falls into arrears SalzburgerLand shall be entitled to charge € 20.00 plus statutory value added tax and registered mail postage rates for each reminder issued. Should SalzburgerLand use the services of a debt collection agency or instruct a solicitor to give notice to the business partner then the business partner shall also be required to bear the cost of these services. No provision is made for any obligation to issue reminders of outstanding invoices prior to taking legal action.

Incoming payments shall be set off against the cost of debt recovery in the first instance, then against the interest and then counted towards the outstanding capital.

Outstanding accounts owed to SalzburgerLand by the business partner under the contract may only be assigned subject to obtaining the express consent of SalzburgerLand.

Any set-off by the business partner against claims asserted by SalzburgerLand or the enforcement of any right of retention by the business partner shall only be admissible if the right of the business partner is undisputed or recognised by declaratory court judgment.

9. Term of contract and cancellation

The term of the contract shall follow from the specification of services as set out in any given case by SalzburgerLand.

Unless agreed otherwise, contracts entered into for an indefinite term may be cancelled on the last day of any given month subject to one month's notice.



The contractual relations may be dissolved by SalzburgerLand for good cause at any time without observing time limits or periods of notice. Good cause would notably obtain if insolvency proceedings were to be instituted against the assets of the business partner or if a petition to open insolvency proceedings were to be dismissed for lack of assets, if the business partner were to be in gross breach of contractual obligations or persistently fail to comply with duties under the contract.

10. Nondisclosure

SalzburgerLand and the business partner undertake not to use, nor to pass on to anybody else, any business secrets, company secrets and information to which they have become privy, even by chance, about the nature, scope and practical operations of the other party to the contract. This obligation shall extend beyond the end of the contract.

11. Applicable law

The legal relations between SalzburgerLand and the business partners shall be governed exclusively by Austrian law to the exclusion of international referral provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Supplementary agreements, provisos, amendments or additions must be made in writing to be valid; the same shall apply to any departure from the requirement for written form. Any conflicting conditions laid down by the business partner or conditions which differ from these terms and conditions shall, even if known, only become operative if they are explicitly acknowledged in writing by SalzburgerLand.

Should individual clauses of these terms and conditions be inoperative then this shall not affect the binding character of the other provisions. The inoperative clause shall be replaced by an operative provision most closely expressing the spirit and purpose of the original clause.

12. Place of performance and jurisdiction

The place of performance shall be the registered domicile of SalzburgerLand. The place of jurisdiction for all disputes arising directly between SalzburgerLand and the user shall be the Austrian court having local and subject matter jurisdiction over the registered domicile of SalzburgerLand.

