General Terms and Conditions Habegger GMBH

Last updated: 07 April 2025

Section A – General provisions

1. General introduction and scope of application

I. The present general terms and conditions ("GTCs") shall apply to all services exchanged between Habegger GMBH (hereinafter also referred to as "Habegger " or "we") and its customer (also referred to as "you") – the two together also referred to as "contracting parties".

II. The following contract and business conditions shall apply to the legal relationship between the contracting parties in the order below:

- the offer on which the individual contract is based;
- the present general terms and conditions.

III. If there are any contradictions between the individual contract and any provisions of these GTCs, the individual contract shall take precedence.

IV. Notwithstanding the above order, other general terms and conditions of the customer shall not apply unless Habegger has expressly approved their application in writing. This shall also apply if any of the customer's documents refer to their GTCs.

V. Individual contracts shall only be concluded on the basis of the present GTCs. In each case, the version of the GTCs valid at the time of the conclusion of a contract shall apply. In the case of ongoing business relationships, the GTCs shall form an integral part of the contract even if they are not expressly referred to in the individual contract.

VI. The GTCs are subdivided into the general sections A and E, which shall always apply, regardless of the service provided by Habegger , and the individual, special sections B to D, which contain service-specific provisions and shall apply whenever Habegger provides the corresponding services to the customer when fulfilling the contract. The applicability of one of the special sections B to D shall not exclude the applicability of any other one of said special sections:

- Section A of the GTCs contains general provisions that shall always apply;
- Section B of the GTCs shall govern the legal relationship between Habegger and the customer in cases of equipment rental;
- Section C of the GTCs shall govern the legal relationship between Habegger and the customer in cases of the sale and assembly of commodities;
- Section D of the GTCs shall govern the legal relationship between Habegger and the customer in cases of the realization of physical, hybrid and/or digital events;
- Section E of the GTCs contains general final provisions that shall always apply.

VII. The customer shall be notified of any changes to these GTCs; such changes shall be considered as agreed if the customer does not object to them within 14 days. The notification on the changes of the GTCs shall expressly indicate what it means if the customer remains silent.

VIII. All of Habegger's offers shall be considered not binding unless they have been expressly designated as binding and signed with the company's signature. The customer's offers shall only be considered as accepted by Habegger if they have been expressly accepted by Habegger by issuing an order confirmation.

IX. In case of any deviations between the German and the English versions of these GTCs, the German version shall prevail.

2. Services

I. The scope of services owed to the customer shall be defined exclusively by the individual contract or the offer on which said contract is based and the individual service specifications in the Sections B to D of these GTCs.

II. If the customer agrees, Habegger shall be entitled to provide partial services.

3. **Deadlines and delays**

I. Deadlines for the delivery of services stipulated in the individual contract shall only be binding if they are expressly referred to.

II. Binding delivery periods shall only start once Habegger has received all the information required for the due fulfilment of the contract. If the customer requests changes and/or additions to the contract after its initial conclusion, binding delivery periods shall be extended accordingly.

III. If binding delivery periods are slightly exceeded, the customer shall accept that without any claims arising from the delay.

IV. If binding delivery periods are substantially exceeded, the legal consequences of a delay shall apply. The customer may either continue to adhere to the contract with Habegger and request Habegger to fulfill the contract or withdraw from the contract within a reasonable grace period. If Habegger has already delivered partial services, the customer shall only be entitled to withdraw from the contract with regard to services not yet rendered.

4. **Terms of delivery, risk of loss and delay in accepting delivery**

I. Unless agreed otherwise in the individual contract, any commodities, equipment and/or other things shall be delivered ex works as defined by the Incoterms 2020. Habegger shall, in particular, not be obliged to load commodities, equipment and/or other things onto the customer's means of transport or support the customer in doing so. If Habegger is responsible for the transport or supports the customer in carrying out loading activities, Habegger shall be entitled to an appropriate separate remuneration.

II. The full amount of any transport costs, customs duties or other incidental expenses shall be paid in full by the customer.

III. The risk of damage to or loss of commodities, equipment and/or other things shall be passed to the customer at the point in time at which Habegger informs the customer that commodities, equipment and/or other things are ready for pickup on Habegger's premises.

IV. If the customer fails to pick up commodities, equipment and/or other things at the time agreed upon in the contract, Habegger shall be entitled to store said commodities, equipment and/or other things at the expense of the customer and, at the same time, insist the customer still fulfils the contract or withdraw from the contract after setting an appropriate deadline of at least 14 days and make use of the commodities, equipment and/or other things that were kept available in another way; in such a case, a contractual penalty of 30 percent of the payment as stipulated by the contract shall be considered as agreed. This amount cannot be reduced by a court. Any other claims, including in particular claims for damages, shall remain unaffected.

5. Quotations

I. Quotations shall generally be non-binding. Unless agreed otherwise, Habegger expressly reserves the right to charge adequate prices for changes in the quotation required for reasons that fall into the customer's sphere of responsibility.

II. Unless agreed otherwise, quotations shall be paid for. If a quotation submitted by Habegger results in the conclusion of a contract between the customer and Habegger , any payments received for the quotation shall be deducted from the amount of payment stipulated by the contract.

6. Terms of payment and delay in payment

I. All prices shall be quoted in euros and exclusive of the applicable value-added tax.

II. The price quoted in the offer and in the individual contract shall cover only the delivery of the services or the range of services described therein. Subsequent changes of the services and/or additional services shall be charged separately to the customer at adequate prices.

III. Unless stipulated otherwise in the offer, 50 percent of the amount of payment due ("advance payment") shall be due for payment in advance, i.e. before Habegger starts providing any services. The remainder amounting to 50 percent of the amount of payment due shall be payable within 14 days of the date of the invoice issued by Habegger. Notwithstanding these provisions, Habegger may request the immediate payment of the entire amount stipulated in the contract before delivering any service if the customer's economic situation or rating substantially deteriorates between the conclusion of the contract and the start of service delivery by Habegger.

IV. Discounts or other deductions from the amount of payment due are expressly waived.

V. Payment by bank transfer to the bank account specified by Habegger in the offer shall be recognised. The customer shall be discharged of their debt as soon as the transfer amount has been credited to Habegger's bank account. Payment by bill of exchange or cheque will not be recognised as fulfillment of a payment obligation.

VI. If the customer fails to pay the amount due in due time, Habegger shall be entitled to refuse the delivery of any services and may request the customer to pay the amount due without giving rise to the stipulated consequences of a delay in delivering services. Any other claims of Habegger shall not be affected thereby.

VII. If the customer fails to pay in due time, interests on arrears that are 9.2 percentage points higher than the base interest rate shall be charged to the customer (Section 456 of the Austrian Commercial Code, Unternehmensgesetzbuch, UGB). This claim shall also encompass compound interest. The customer shall also be obliged to reimburse any fees incurred by Habegger for reminders and debt recovery or collection costs. In any case, this reimbursement shall include EUR 40.00 as a compensation for debt enforcement costs. The assertion of any other claims shall not be affected thereby. In such a case, Habegger shall also be entitled to declare any receivables from the customer immediately due and payable and/or condition the delivery of services on the provision of security by the customer. Any deductions, discounts or other rebates shall no longer apply in such a case.

VIII. In case any relevant price components, such as prices of raw and secondary materials, payroll and other social costs, energy costs, taxes and/or other similar expenditures increase substantially after conclusion of a contract, Habegger shall be entitled to adjust the prices stated in the individual contract in an appropriate way. Such price adjustments amounting to less than 15 percent of the entire amount stipulated in the contract shall be considered as approved in advance by the customer. The customer does not have to be separately notified of such a price adjustment. The adjusted amount can be invoiced by Habegger without taking any further action.

7. Cancellation

I. The customer may withdraw from the contract concluded with Habegger with the proviso that they pay a cancellation fee, the amount of which depends on the point in time of the withdrawal.

- From 6 weeks before the planned delivery of service by Habegger, the customer shall pay 25 percent of the total amount stipulated in the contract;
- From 4 weeks before the planned delivery of service by Habegger, the customer shall pay 50 percent of the total amount stipulated in the contract;
- From 2 weeks before the planned delivery of service by Habegger, the customer shall pay 80 percent of the total amount stipulated in the contract;
- From 1 week before the planned delivery of service by Habegger, the customer shall pay 100 percent of the total amount stipulated in the contract;

8. Set-off and assignment of claims

I. The customer may only set off claims established by a court of law against Habegger's claims against the customer.

II. The customer may only assign receivables from Habegger to third parties after having obtained Habegger's written consent.

9. Warranty and guarantee

I. The customer shall immediately inspect any accepted items, products or commodities and/or other things for any obvious defects and, if necessary, give notice of a defect immediately or, in any case, within 14 days of the date of acceptance. If the customer expressly or tacitly waives their right of inspection or fails to give notice of a defect for any other reason, the accepted items, products or commodities and/or other things shall be generally considered as duly delivered.

II. The notice of a defect shall state sufficient reasons and include sufficient proof; otherwise it shall be considered as not given. Any periods and deadlines shall not be affected thereby.

III. The customer shall give notice of any other defects which are not obvious immediately after they have become apparent or noticed in the way described above.

IV. Minor deviations from what is stipulated in the contract, as regards technical implementation, for example, shall not constitute a defect as defined by warranty legislation.

V. Any warranty period shall amount to no more than 12 months as of the acceptance date; the application of the presumption of defectiveness pursuant to Section 924 of the Austrian General Civil Code (Allgemeines bürgerliches Gesetzbuch, ABGB) shall be expressly waived. The applicability of Section 933b of the Austrian General Civil Code shall also be expressly excluded.

VI. If valid reasons are stated for a defect, warranty claims shall be limited to improvement and/or exchange. Habegger shall be allowed several attempts at improvement and/or to implement partial improvements. Only if improvements or exchanges are not possible or practicable, shall the customer be entitled to request a price reduction. Recission shall be excluded. After improvement and/or exchange, there shall be no new warranty period for the improved or exchanged item.

VII. Habegger does not give a warranty for defects resulting from a description, specification or request of the customer.

VIII. The customer's right to warranty claims shall expire entirely if the customer themselves or a third party that has not been authorised by Habegger carries out any attempts at improving and/or exchanging the accepted items, products or commodities and/or other things.

IX. Additional warranty claims shall not be granted.

10. Damages

I. The customer shall be liable without restrictions for compensating any damage that they have culpably caused.

II. Habegger shall be liable for culpably caused damage, but not for slight negligence. In case of gross negligence, the amount of liability shall be restricted to the value of the service stipulated by the contract; this shall, however, not apply to cases of blatant gross negligence. In addition, claims for damages shall pertain only to damage repair. Any compensation of indirect damage, such as consequential damage, economic loss, lost profit, interest loss or of damage resulting from claims of third parties against the customer shall be excluded. Habegger shall not be liable for slight deviations from the specifications stipulated in the contract, either. Restrictions as defined in this subsection shall also apply to legal representatives, employees and authorised representatives of Habegger. Any restrictions of liability shall not apply to compensation for personal injuries.

III. The burden of proof that any loss they have suffered is due to a fault of Habegger shall rest with the customer.

IV. Any damage claims of the customer have to be asserted before a court of law no later than 12 months after having identified a damage and the liable party; otherwise these claims shall expire.

V. Any recourse claims as defined in Section 12 of the Austrian Product Liability Act (Produkthaftungsgesetz, PHG) shall be excluded, unless the party entitled to recourse proves that a fault demonstrably falls into Habegger's sphere of responsibility or was at least caused by gross negligence.

11. Force majeure and impossibility of performance

I. In cases of force majeure, such as pandemics, natural disasters or strikes, Habegger shall no longer be bound by any delivery periods that were agreed upon as binding.

II. If the delivery of a service stipulated by the contract by Habegger happens to become impossible due to force majeure after the contract has been concluded, the contract shall be considered cancelled, unless agreed otherwise in the individual contract, without requiring any specific notice of rescission from the contract to be issued by the contracting parties. This shall, for example, include restrictions on outdoor activities imposed by the authorities to contain the COVID-19 pandemic ("lock-down"). This provision shall expressly not include lock-downs that only apply to unvaccinated people. Any services provided by the contracting parties shall be reversed based on the provisions of unjust enrichment law.

III. If it falls into the customer's sphere of responsibility that a service stipulated by the contract cannot be provided (e.g. because the customer's guests have contracted COVID-19), any payment claims of Habegger shall not be affected thereby. In such a case, the customer shall be entitled to withdraw from the contract with Habegger based on the cancellation provisions set out in subsection 7 of the present GTCs.

IV. If it falls into Habegger's sphere of responsibility that a service stipulated by the contract cannot be provided (e.g. because Habegger's employees have contracted COVID-19), Habegger shall not have any payment claim against the customer. This shall not apply to payment claims arising from partial services that Habegger has already delivered.

V. In other respects, the provisions concerning the risk of loss as defined in subsection 4 of these GTCs shall apply.

12. Intangible property rights

I. Any property and intangible property rights pertaining to quotations, offers, concepts, drawings and other project-related documents shall remain with Habegger. These documents may not be made available to third parties nor used in any other way without Habegger's express written consent.

II. Habegger shall be entitled to have references to Habegger or any authors included in all advertising materials and measures for a project; the customer shall not be entitled to any compensation therefor. Habegger shall also be entitled to refer to the business relationship with the customer, including the customer's name and logo, on Habegger's own advertising materials and in particular on its website.

13. Employment of subcontractors

I. Habegger shall be entitled to employ third parties (e.g. subcontractors or subsuppliers) to fulfill the obligations as defined in the contract with the customer. In such cases, Habegger shall remain responsible for delivering the services to the customer, unless the customer insists on employing a specific third party.

Section B – Equipment rental

14. Scope of application

I. If an individual contract was concluded for the purpose of renting equipment and/or other movable property ("rented article") from Habegger , the following additional provisions shall apply:

15. Rented article and ownership

I. Habegger shall rent out any rented articles.

II. Habegger owns or has the power of disposal of any rented articles. Habegger's ownership of rented articles shall not be affected by a rental contract.

16. Contract period

I. The rental period shall start at the point in time when the customer collects the rented articles, as agreed in the contract, and shall end at the point in time when the customer returns them as agreed.

17. Rights and obligations of the customer

I. The customer shall provide Habegger with all useful and/or necessary information concerning the articles that the customer wants to rent when the contract is concluded or immediately after conclusion. If the customer fails to fulfill this obligation, they shall bear the risk while remaining obliged to pay (e.g. if Habegger cannot fulfill the contract at the proper time or not at all).

II. The customer shall be entitled to use rented articles with care according to the purpose agreed upon in the individual contract. The customer shall in particular ensure that the rented articles are properly stored, assembled, installed and operated.

III. The customer shall not be entitled to sublet rented articles or in any other way permit their use to third parties nor to change or adapt them in any way without having obtained Habegger's express consent in writing. The customer shall in particular not be entitled to cover and/or change any marking or indication of the brand name of Habegger.

IV. After having accepted the rented articles, the customer shall check the rented articles for their perfect condition and integrity. Habegger shall be immediately notified of any defects. If Habegger is not notified of any defects, rented articles shall be considered as accepted and approved as proper and as agreed upon in the contract. The submission of any objections or notes of defects at a later point in time shall be excluded. In other respects, subsection 9 of the GTCs shall apply accordingly subject to the proviso that rent reductions and rent relief as defined in Section 1096 of the Austrian General Civil Code are expressly waived.

V. Unless expressly agreed otherwise, the customer confirms that they are completely familiar with the use of the rented articles when accepting them. If the customer and/or their employees do not have the necessary skills and know-how, the customer shall, at their expense, participate in a training on the use of the rented articles provided by Habegger or its employees. The customer shall comply with any instructions they receive during the training. This applies in particular to the processes of assembling rented articles, putting them into operation and using them.

VI. The customer shall be obliged to return rented articles in complete and undamaged condition, in the same state in which they received them, in due time. This shall expressly include any packaging and/or instructions for use that were rented out together with the articles. Habegger does not confirm that the customer returned the rented articles in the condition agreed upon in the contract by taking them back. Habegger expressly reserves the right to thoroughly check rented articles after their return and charge the customer with the costs arising from any damage in a timely manner.

18. Rental and delay payment

I. Rental shall be paid per calendar day. If a rented article is returned later than agreed, rental shall also be paid for each calendar day as of the agreed return date. If a rented article is not returned in time, Habegger shall be entitled to charge the customer with any costs incurred for renting substitute equipment in full, in addition to the rental.

II. It is expressly stated that the customer also has to pay rental if the rented articles have not been used and/or only remained in stand-by. The economic risk of use shall remain with the customer.

III. The rental specified in the individual contract shall only cover the use of non-consumable articles. Any consumable materials shall be charged separately to the customer.

IV. In case of longer rental periods, Habegger expressly reserves the right to issue partial invoices.

V. In case of a delay in payment, Habegger shall be entitled to prohibit any further use of the rented articles and to immediately stop the delivery of services, without being liable for any claims of third parties against the customer resulting therefrom. Subsection 6 of the GTCs shall not be affected thereby.

19. Insurance, permits and charges

I. Rented articles shall be properly insured, in particular against damage and theft. Habegger will only conclude insurance contracts based on special agreements and to the customer's expense. Equipment that was destroyed or lost while rented out to the customer shall be charged at its original price. The same shall apply to included accessories and packaging.

II. The customer shall be responsible for obtaining any approvals and safety-related permits and providing the necessary power connections; any costs related thereto and electricity costs shall be borne by the customer.

III. The customer shall ensure to obtain all permits necessary for operating the rented articles and to fully comply with all official requirements. This shall include, among other things, registrations, requirements and fees, in particular in connection with the claims of performing rights societies (such as AKM) or Gebühren Info Service GmbH (GIS, the company collecting compulsory licence fees for all broadcasting reception equipment in Austria).

20. Damages

I. Specifying subsection 10 of the GTCs, the customer shall be liable in particular for all damage to rented articles that occurs during the contract period (e.g. during transport, caused by weather, improper operation, third parties and/or theft).

II. The customer shall also be liable for any injury and consequential injury of persons caused by any improper operation of the rented articles (e.g. damage to vision or hearing), unless the rented articles are operated by Habegger. The customer shall indemnify and hold harmless Habegger against any such claims.

III. If the rental period is more than one week, the customer shall bear any risk of wear and tear due to normal use (e.g. of lamps). In particular lamps that do not work shall be returned together with the rented articles.

IV. Habegger excludes any liability for indirect or direct damage caused to the customer or third parties due to malfunctioning or failing rented articles during the rental period.

V. The customer shall bear the risk of finding an appropriate place of assembly and installation for the rented articles. This shall also apply to cases in which Habegger is responsible for transporting the rented articles. In addition, it shall fall into the customer's sphere of responsibility to ensure that there are a freely accessible and appropriately surfaced drive and an appropriate place for assembling and installing the rented articles.

21. Attachment and insolvency

I. In case the rented articles are indirectly or directly subject to the right of lien of a third party, the customer shall be obliged to disclose the details of ownership of the rented articles.

II. If the customer becomes insolvent, they shall furthermore be obliged to support Habegger in enforcing and asserting their claims for the recovery of rented articles in the best possible way.

22. Extraordinary termination for good cause

I. Habegger shall be entitled to extraordinarily terminate the contract for good cause with immediate effect. Termination for good cause shall in particular be possible if

- the customer uses rented articles in a grossly negligent and/or improper way;
- the customer does not pay any amounts due within 14 days after a reminder and the threat of termination of the contract have been issued.

II. Any other claims, including in particular claims for damages and/or claims for payment of the amount agreed upon in the contract including any interests on arrears, shall not be affected by an extraordinary termination by Habegger.

Section C – Sales and assembly works

23. Scope of application

I. If the concluded individual contract refers to the sale of goods, equipment and/or other things ("purchase contract") or the processing or production of movable property by Habegger ("contract for work and services"), the following additional provisions shall apply:

24. Obligation oft he customer

I. The customer shall provide Habegger with all useful and necessary information concerning the ordered goods, equipment and/or other things during or immediately after conclusion of the contract so that the delivery can be effected as stipulated in the contract. If the customer fails to fulfil this obligation, they shall bear the risk while remaining obliged to pay (e.g. if Habegger cannot fulfil the contract at the proper time or not at all).

25. Retention of title and reselling

I. Habegger shall retain ownership of any goods, equipment and/or other things until the purchase price has been paid in full.

II. Habegger shall be entitled to reclaim, sell or otherwise dispose of goods, equipment and/or other things as long as the purchase price has not been paid in full. The enforcement of a retention of title shall only constitute a withdrawal from the contract if said withdrawal is expressly declared.

III. As long as goods have not passed into the customer's ownership, they shall be obliged to store and use them properly and carefully. The customer shall in particular be obliged to sufficiently insure them against the usual risks at replacement value at their own expense and to label them as property of Habegger.

IV. As long as the goods have not passed into the customer's ownership, the customer shall immediately notify Habegger if the delivered goods, equipment and/or other things have been seized or otherwise interfered with by third parties. If the customer fails to comply with these obligations, they shall be liable for any damage incurred.

V. The customer shall be entitled to resell goods subject to retention of title within the scope of business relationships. The customer shall herewith assign their claims arising from the resale of goods subject to retention of title to Habegger and shall be obliged to comply with the disclosure requirements necessary for the validity of this assignment.

VI. Habegger shall be entitled to inform third parties about the above described assignments at any time.

26. Delays

I. Further specifying item 3, IV. of the GTCs, the customer shall in any case grant a grace period of 14 days if Habegger exceeds binding delivery periods.

27. Warranty

I. Further specifying subsection 9 of the GTCs, any warranty claims of the customer shall be excluded if they fail to pay the full purchase price in due time.

28. Damages

I. Further specifying subsection 10 of the GTCs, Habegger shall, in case of contracts for work and services, not be liable if the customer insists on a certain way of implementation even though Habegger has fulfilled their duty to warn them.

II. If Habegger performs works free of charge, these works shall be considered a gesture of goodwill; Habegger shall not be liable for their proper implementation.

Section D – Events

29. Scope of application

I. If the concluded individual contract governs planning, implementing and/or holding events ("event contract"), the following additional provisions shall apply:

II. If the event contract includes the rental of equipment and/or other movable property (rental contract) and/or the sale of goods, equipment and/or other things (purchase contract) and/or the processing or production of movable property (contract for work and services), the relevant provisions of Sections B and C of these GTCs shall apply in addition to the provisions of Section D.

30. Services

I. Habegger offers, among others, the following packages as part of their services:

- Physical events: Planning, implementing and/or holding an event which all participants and guests attend physically.
- Hybrid events: Planning, implementing and/or holding an event for which at least two communication channels are used, e.g. physical attendance and attendance via digital channels.
- Digital events: Planning, implementing and/or holding an event which none of the participants and guests attend physically. The event is completely virtual.

31. Optional: inspection and acceptance

I. The following provisions pursuant to item 3, II. to IV.. of the GTCs shall only apply if Habegger and the customer have expressly agreed on the inspection and acceptance of delivery in the individual contract:

II. If the contract obliges Habegger to implement or hold an event, a final inspection and acceptance of all arrangements and/or planned processes ("trial or test run") shall be carried out shortly before the actual delivery by Habegger together with the customer. Together, they shall draw up a report containing the most important points. After the trial or test run, the report shall be signed by the two contracting parties, stating the date of the trial or test run.

III. The trial or test run shall form the basis for determining if Habegger , upon implementing or holding the event, has performed the services stipulated by the contract.

IV. The customer shall point out any shortcomings of the arrangements in place and/or the planned processes; such shortcomings shall be included in the report. If no faults are found or if the trial or test run has not or cannot been carried out for reasons that fall into the customer's sphere of responsibility, the trial or test run shall be irrefutably considered as duly carried out and accepted by the customer.

32. Obligations of the customer

I. The customer shall provide Habegger with all useful and necessary information concerning the event in the course of or immediately after conclusion of the contract so that the event can be planned, implemented and/or held as stipulated in the contract. If the customer fails to fulfil this obligation, they shall bear the risk while still remaining obliged to pay (e.g. if Habegger cannot fulfil the contract at the proper time or not at all).

II. If the event does not take place on Habegger's premises, the customer shall in particular ensure that

- at least one qualified employee of the customer is present at the place of performance as support;
- Habegger is provided with the necessary access to the infrastructure necessary for providing their services;
- adequate and appropriate workspace and work equipment are available;
- all necessary arrangements have been made to ensure power supply and other connections are available;
- Habegger's agents are informed about any risk factors relating to the establishment of connections (e.g. position of lines and installations for gas, power and water);
- equipment, materials and other items owned by Habegger or Habegger's agents are handled carefully and are appropriately protected against unauthorized access (e.g. theft or damage);
- Habegger obtains all information about any disruptions, including relevant reports of the facts, and the resulting problems;
- any approvals and safety permits are obtained in due time;
- there is appropriate insurance cover.

33. Deadlines and delays

I. Deadlines for the delivery of services that Habegger and the customer agree upon within the framework of events and/or in the course of the preparations of events shall be immediately confirmed in writing (e.g. in an email). After confirmation, these deadlines can only be changed by mutual agreement.

34. Intangible property rights

I. If the customer makes software, tools and operating systems available for the fulfilment of the event contract, they shall be responsible for complying with any license requirements.

II. Any property and intangible property rights pertaining to project-related documents, including planning documents and software, shall remain with Habegger. A limited authorisation to exploit a work (license to use, Werknutzungsbewilligung) shall be granted to the customer for planning, implementing and holding the event; said authorisation shall expire as soon as the event to which the contract pertains has ended.

35. Warranty

I. The delivery of services by Habegger in connection with hybrid and digital events is subject to numerous external influences that are outside the sphere of influence of Habegger and/or their agents. In particular, Habegger can thus not guarantee that data connections will be absolutely stable and/or available at all times and does not assume any liability therefor.

II. Habegger shall not be liable for any interruptions caused by incorrect operation by the customer (participants shall be attributed to the customer).

36. Damages and cancellation of the event

I. Habegger does not assume any liability for the achievement of the goals pursued by the customer with the event to which the contract pertains nor for the commercial success of the event. The customer alone shall bear the risks in this respect.

II. If the event is cancelled or prematurely terminated for reasons that fall into the customer's sphere of responsibility, Habegger shall be entitled to invoice the entire amount as stipulated by the contract. Any other claims of Habegger , in particular claims for damages, shall remain unaffected.

Section E – Final provisions

37. Data protection

I. Habegger shall process the customer's personal data as necessary for the fulfilment of the contract. For further information on the way in which Habegger processes data please refer to Habegger's privacy statement available at https://www.habegger-austria.at/de/datenschutzerklaerung/

38. Applicable law, place of jurisdiction and place of performance and delivery

I. The contract shall be subject to Austrian substantive law, excluding the principles for conflict of laws pursuant to Private International Law (e.g. Austrian International Private Law Act and ROM I Regulation) and the provisions of the UN Convention on Contracts for the International Sale of Goods.

II. The parties agree that any dispute arising directly or indirectly from the contract itself or the contractual relationship, including a dispute about the very existence of this contractual relationship, shall be resolved by the competent court in Vienna. Habegger may also choose the competent court in the jurisdictional district in which the customer has their head office, a place of business or assets, to resolve any of the above described disputes.

III. Vienna shall be the place of performance and delivery.

39. Contact

I. Habegger GmbH
Betriebsstrasse I/1
482 Muenchendorf, Austria
E-Mail: mail@habegger-austria.at
Phone: +43 2259 2000
Website: www.habegger-austria.at

40. Further provisions

I. Contracts shall be written in German. The original German version shall be used as a basis for interpreting individual provisions.

II. The signatory shall be authorised to represent, authorise and engage the customer in their relations to Habegger in a legally effective way. Habegger reserves the right to demand valid proof, such as an excerpt from the Austrian commercial register.

III. Unless expressly stated otherwise, any reference to legal provisions shall refer to Austrian legal provisions as applicable at the time of the conclusion of the contract between Habegger and the customer.

IV. A complete or partial ineffectiveness or impracticability of any one or several provisions of the present GTCs shall not affect the validity or practicability of the remaining provisions. Ineffective and/or impracticable provisions shall be interpreted in a way that the intended commercial purpose of the respective provisions is satisfied in the best possible way.

V. For any deviation from the individual contract and the present GTCs to be effective, Habegger shall agree thereto in writing. This shall also apply to a deviation from this requirement of the written form.

VI. Habegger's employees shall not be entitled to conclude verbal subsidiary agreements or give any verbal assurances deviating from or exceeding the content of the written individual contract and/or the present GTCs.

VII. The customer shall also accept the entire content of the present GTCs with their signature of the individual contract.