



5743 Krimml 95
Tel. +43 (0) 6564 / 7325
Fax +43 (0) 6564 / 7325-8
office@patterer.info

General Terms and Conditions of Business

Intersport Patterer GmbH

These "General Terms and Conditions of Business" are an integral component of the work and services agreements and offers, which are based on Intersport Patterer GmbH providing expert advice to clients within the scope of generally recognised rules of professional conduct. If individual provisions of the General Terms and Conditions of Business are inoperable, this shall not impact the effectiveness of the remaining provisions.

Intersport Patterer GmbH shall be authorised to have the consulting assignment carried out by expert staff or commercial/freelance cooperation partners. The client shall be obligated to provide in a timely manner to Intersport Patterer GmbH - also without special request - all of the documentation necessary for the satisfaction and execution of the consulting assignment and notify said party of all events and circumstances, which are of significance to the execution of the assignment. This shall also apply for all documents, events and circumstances, which first become known during the consultant's activities. The mutual trust between the client and Intersport Patterer GmbH shall be conditional upon Intersport Patterer GmbH being notified in detail regarding the execution of previous and/or current consulting.

Ambit: These General Terms and Conditions of Business shall apply upon the client's confirmation of assignment.

Scope of the consulting assignment: The scope of the consulting assignment is agreed by means of offer and acceptance.

Ensuring autonomy: (1) The contractual parties shall be mutually obligated to take all preventative measures that are appropriate to prevent risk to the autonomy of Intersport Patterer GmbH's cooperation partners and employees.

Protection of Intersport Patterer GmbH's intellectual property/copyright/licensing: The client shall be obligated to ensure that the offers, reports, analyses, certificates, descriptions of services, drafts, calculations, drawings, data carriers and the like created by Audit Services GmbH auditing, its employees and cooperation partners in the course of the consulting assignment, shall only be used for the purposes of the execution of the assignment. In particular, the remunerated and non-remunerated dissemination of professional statements of any kind by Intersport Patterer GmbH to third parties shall require its written consent. A liability on the part of Intersport Patterer GmbH vis-à-vis a third party shall not be established. The client's use of Intersport Patterer GmbH's professional statements for advertising purposes shall be prohibited. A breach shall entitle Intersport Patterer GmbH to termination without notice of all pending assignments. Intersport Patterer GmbH retains the copyright to its services. With respect to the consulting services provided being Intersport Patterer GmbH's intellectual property, the usage right thereto following payment of the fee shall also be exclusively for the client's own purposes and only in the scope described in the agreement. Every dissemination thereafter notwithstanding, also in the course of a dissolution of the company or bankruptcy, however also short-term licensing for reproduction purposes, may incur claims for damages.

Remedy of defects and guarantee: As provided under law.

Liability: In the execution of the consulting Intersport Patterer GmbH and its staff shall act pursuant generally recognised principles of professionalism. Intersport Patterer GmbH shall assume no liability for the up-to-datedness, accuracy, completeness or quality of the information provided by the client and the certificates, analyses, reports etc. based thereupon.

Obligation to confidentiality: Intersport Patterer GmbH and its staff shall be obligated to keep confidential all matters becoming known to them in connection with its activities for the client.

Intersport Patterer GmbH may deliver reports, certificates and other written statements about the results of its activities only with the client's consent. Intersport Patterer GmbH shall be authorised to process the personal data it has been entrusted with or it has processed by third parties in the scope of the purposes of the consulting assignment. Intersport Patterer GmbH shall guarantee the data secrecy pursuant the terms of the data protection act.

Right to a fee: As compensation for the provision of its consulting activities Intersport Patterer GmbH shall have the right to payment of an appropriate fee by the client. If the execution of the assignment is hindered by the client after acceptance of the offer (e.g. due to termination) then Intersport Patterer GmbH shall be entitled to the agreed fee notwithstanding. If the execution of the assignment does not occur due to circumstances, which represent an important reason on the part of Intersport Patterer GmbH, then it shall only be entitled to claim that portion of the fee corresponding to the services it has previously provided. This shall particularly apply if its previous services are usable for the client despite the termination. Intersport Patterer GmbH may make the completion of its service dependent upon the full satisfaction of its right to a fee. Objection to Intersport Patterer GmbH's work, except in the event of obvious defects, shall not be construed as grounds to withhold the compensation to which it is entitled.

Applicable law, place of performance, jurisdiction: Insofar as not otherwise agreed, exclusively Austrian law shall apply for the assignment, its execution and claims arising therefrom. Place of performance is the location of the central branch office of Intersport Patterer GmbH. The court of the central branch office of Intersport Patterer GmbH is competent for conflicts