

## TERMS AND CONDITIONS

### 1. Scope of application

Any and all offers and contracts of Austrian Standards plus GmbH shall be submitted or concluded on the sole basis of these Terms and Conditions; any conditions of the contracting partner (client) contrary to or deviating from the Terms and Conditions shall not be recognized. Due to the large numbers of orders handled by Austrian Standards plus GmbH on a daily basis, it is generally not possible to work out individual or different terms and conditions.

### 2. Conclusion and termination of contract

While an offer (e.g., client order) shall generally require written confirmation, Austrian Standards plus GmbH dispatching the goods or performing the service ordered by the client shall also result in conclusion of a contract. As a rule, client orders cannot be revoked; in particular, products delivered in conformity with contractual obligations shall be neither taken back nor exchanged. Austrian Standards plus GmbH is entitled to use the services of third parties in fulfilling a contract and shall also have the right to assign its contractual obligations to third parties with debt-discharging effect.

### 3. Copyright

Any and all works, in particular standards, publications, software and databases are protected by copyright. Reproductions (including also, for example, forwarding by email) and adaptations (e.g., translations) of any kind shall generally be prohibited and shall thus be permissible only based upon explicit written consent on the part of Austrian Standards plus GmbH. Copyright infringements shall be pursued in court and publicized, and partner organizations shall be notified in such event. Also the website of Austrian Standards plus GmbH, its form and content are protected by copyright.

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Austrian Standards plus GmbH, A-1020 Vienna, Heinestrasse 38,  
email: [publishing@as-plus.at](mailto:publishing@as-plus.at)

### 4. Liability

Any claims of a contracting partner of Austrian Standards plus GmbH for damages or other compensation, in particular due to delay in delivery or defective or incomplete performance, shall be precluded unless caused by intention or gross negligence on the part of Austrian Standards plus GmbH. Moreover, the amount of claims for damages shall be limited to the invoice amount of the good or service supplied or owed.

### 5. Retention of title

Goods supplied by Austrian Standards plus GmbH shall remain the property of Austrian Standards plus GmbH until payment (including ancillary fees, if any) has been effected in full or an existing balance on open account has been settled.

## 6. Prices

Any and all prices stated by Austrian Standards plus GmbH shall be exclusive of VAT, shipping charges (handling, packaging and postage), handling fees (expenses charged by third parties, courier service fees, etc.). No cash discounts or other reductions shall be granted. If no UID number (VAT ID number) is stated, VAT will be shown on invoices also within the EU.

Travel expenses for „effects 2.0“ education and consulting (price basis 2011):

Region		Travel expenses flat charge	AC flat charge per night and person
AT-Zone 0	Vienna/Surrounding area (= 50 km from AS)	€ 85,00	€ 0,00
AT-Zone 1	Postcode 2/3	€ 240,00	€ 100,00
AT-Zone 2	Postcode 4/7/8	€ 320,00	€ 100,00
AT-Zone 3	Postcode 5/6/9	€ 400,00	€ 100,00
DE-Zone 1	Postcode 0/8/9	€ 480,00	€ 120,00
DE-Zone 2	Postcode 5/6/7	€ 560,00	€ 120,00
DE-Zone 3	Postcode 1/2/3	€ 640,00	€ 120,00
DE-Zone 4	Postcode 4/2	€ 800,00	€ 120,00
SLO, HU		€ 800,00	€ 100,00
CZ, SLO		€ 1.000,00	€ 100,00
CH, F, I, BENELUX, HR		€ 1.200,00	€ 150,00
PL, BG, RO		€ 1.400,00	€ 120,00
GUS		€ 1.500,00	€ 150,00

- Flat charge per voyage
- Exclusive of VAT
- AC = accomodation
- Price basis 2011
- Payment in advance (together with education flat charge)

## 7. Risk and transportation

For shipments, the risk shall pass to the buyer upon transfer of goods to the carrier. Any claims concerning damage occurring during transportation shall be directed to the carrier. If the place of performance or delivery is located in a foreign country, it shall be the client's obligation to effect customs and tax payments at their own expense.

## 8. Terms of delivery and payment

Unless stated differently in the order, all standards shall be supplied complete with all parts. The Austrian Standards plus GmbH shall be entitled to perform services only against prepayment or against COD. In case of COD shipments, invoice amounts shall be payable to the carrier upon handing over of goods; otherwise, the due date stated on the invoice shall apply.

## **9. Data processing and privacy**

In the course of its operations, Austrian Standards plus GmbH will use data processing equipment and store client data to the extent this is necessary to perform its contractual obligations and permissible under the Privacy Act. By placing an order, clients give their express consent that the data transmitted to Austrian Standards plus GmbH will be stored and processed by computer for the purpose of advertising, consulting and market research. This data shall not be passed on to third parties. Cookies are necessary for the full use of the online services of Austrian Standards plus GmbH (see Privacy Policy in German). The customer/user agrees with the usage of cookies and is responsible to change the settings for cookies (or deactivate cookies) in his browser. For Internet orders, Austrian Standards plus GmbH shall take care that an encryption process suitable for securing data traffic is used. In particular, Austrian Standards plus GmbH shall ensure that customer data shall not be accessible by third parties, above all that it shall be impossible for third parties to learn a cardholder's name and credit card data at the same time. Customer can revoke their consent by email to [office@as-plus.at](mailto:office@as-plus.at) at any time.

## **10. Choice of law, jurisdiction**

Only Austrian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods as well as national and international conflict rules shall apply. Any and all disputes between Austrian Standards plus GmbH and clients shall be decided exclusively by the court with subject matter jurisdiction at the place of residence of Austrian Standards plus GmbH, or, if so chosen by Austrian Standards plus GmbH, by the corresponding court with jurisdiction over a territory in which the client has its headquarters, operations, or assets. Place of performance shall be Vienna.

## **11. General stipulations**

In case individual provisions of these Terms and Conditions prove or become invalid, this shall not affect the other provisions of the Terms and Conditions. In such case, the invalid provisions shall be replaced by such provisions which are valid and most closely fulfill the economic purpose of the invalid provision.