

# GENERAL TERMS & CONDITIONS

Valid as of April 1, 2022



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## 1. Applicability

1.1. These terms and conditions apply between us (CPVision GmbH) and natural and legal persons (hereinafter referred to as "Customer") for the specific transaction (in particular, sale, rental, goods and services, and also for all future transactions with business customers, even if not expressly referred to in individual cases, especially in future supplementary or follow-up orders).

1.2. The current version of our terms and conditions, accessible on our website ([www.cpvision.at](http://www.cpvision.at)), applies at the time of contract conclusion, and these have also been provided to the customer.

1.3. We contract exclusively on the basis of our terms and conditions.

1.4. The customer's terms and conditions or amendments or additions to our terms and conditions require our express approval – in writing for business customers – to be effective.

1.5. The customer's terms and conditions will not be recognized even if we do not expressly object to them upon receipt.

## 2. Offer / Conclusion of Contract

2.1. Our offers are non-binding.

2.2. Commitments, assurances, and guarantees made by us or agreements deviating from these terms and conditions in connection with the conclusion of the contract are only binding on business customers upon our written confirmation.

2.3. The customer must inform us of any information regarding our products and services mentioned in catalogs, price lists, brochures, advertisements at trade shows, circulars, advertising mailings, or other media (informational material) if the customer bases their decision to engage us on them. In this case, we can comment on their accuracy. If the customer breaches this obligation, such information is non-binding unless expressly declared – in writing to business customers – as part of the contract.

2.4. Cost estimates are provided without guarantee and are chargeable. Consumers are informed of the obligation to pay before the cost estimate is prepared.

## 3. Prices

3.1. Price indications are generally not to be understood as fixed prices.

3.2. For services ordered by the customer that are not covered in the original order, there is a claim for reasonable compensation.

3.3. Price indications are understood to be plus the respective applicable statutory value-added tax and ex-warehouse. Packaging, transportation, loading, and shipping costs as well as customs and insurance are borne by the business customer. These costs are only charged to consumers as customers if individually negotiated in the contract. We are only obligated to take back packaging upon explicit agreement.

3.4. The customer is responsible for arranging the professional and environmentally friendly disposal of waste materials. If we are separately commissioned for this, the customer must compensate us adequately in the agreed scope, in the absence of a fee agreement.

3.5. Construction site safety measures, barriers, safety tapes, and other security measures are to be provided by the business customer.

3.6. We are entitled on our own initiative, as well as upon request from the customer, to adjust the contractually agreed fees if changes of at least 5% occur regarding (a) labor costs due to laws, regulations, collective agreements, company agreements or (b) other necessary cost factors for service provision such as material costs due to recommendations of the Parity Commission or changes in national or global market prices for raw materials, changes in relevant exchange rates, etc. since the conclusion of the contract. The adjustment is made to the extent that the actual production costs at the time of contract conclusion differ from those at the time of actual service provision, provided that we are not in default.

3.7. The fee for continuous obligations is agreed as indexed according to the VPI 2010, thus adjusting the fees. The month in which the contract was concluded is taken as the base.

3.8. For consumers as customers, the fee is adjusted in case of cost changes according to point 3.6, and for continuous obligations according to [...].

## 4. Provided Equipment, Materials, Data, etc.

4.1. If the customer provides provisions, we are entitled to charge the customer a surcharge of 20% of the value of the provisions.

4.2. Such provisions provided by the customer are not subject to warranty.

4.3. The quality and operational readiness (including agreed file formats) of provisions are the responsibility of the customer.

## 5. Payment

5.1. Half of the fee is due upon contract conclusion, and the other half upon commencement of performance. The conditions stated in the offer are mutually agreed upon.

5.2. The entitlement to a cash discount requires an explicit, written agreement with business customers.

5.3. In the case of payment default by business customers, we are entitled to charge 9.2 percentage points above the base interest rate according to § 456 UGB. For consumers, we charge an interest rate of 5%.

5.4. Reserving the right to claim further damages for delay is only applicable to consumers if negotiated individually.

5.5. If the business customer defaults on payment for other existing contracts with us, we are entitled to suspend the fulfillment of our obligations under this contract until fulfilled by the customer.

5.6. We are also entitled to demand payment for all services already provided in the ongoing business relationship. This applies to consumers only if a delinquent performance has been due for at least six weeks, and we have unsuccessfully reminded the customer under threat of this consequence, setting a minimum grace period of two weeks.

5.7. The customer is only entitled to set-off to the extent that counterclaims have been judicially established or acknowledged by us. Consumers are also entitled to set-off to the extent that counterclaims are legally related to the customer's payment obligation and in case of our company's insolvency.

5.8. If the payment deadline is exceeded, granted compensations (discounts, deductions, etc.) expire and are attributed to the invoice.

5.9. For necessary and appropriate reminders for collection, the customer undertakes to pay reminder fees per reminder of €10, provided that this is in reasonable proportion to the claim.

5.10. Our claims exist regardless of the economic success of the event. In the event of delays or premature termination of the service contract due to customer behavior, we are entitled to charge the service fee for the entire original contract period.

## 6. Credit Check

6.1. The customer expressly consents to the transmission of their data exclusively for the purpose of creditor protection to the state-authorized creditor protection associations Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA), and Kreditschutzverband von 1870 (KSV).

## 7. Agreed Right of Withdrawal / Cancellation Fee

7.1. The customer is granted the right to withdraw from the contract without specific reason up to 7 days before the agreed start of our service provision (only for rental, goods, and services) in writing. Upon withdrawal, regardless of the start of service and the corresponding cancellation fees under 7.2, a flat processing fee of €190 net plus VAT is payable.

7.2. Cancellation Fees - If the withdrawal occurs 30 days before the start of service, a cancellation fee of 25% of the net fee plus VAT is payable. If the withdrawal occurs 14 days before the start of service, a cancellation fee of 50% is payable, and if it occurs 7 days before the start of service, a cancellation fee of 100% of the net fee plus VAT is payable. The agreed processing fee of €190 net plus VAT is payable as a minimum fee in case of cancellation.

## 8. Customer Responsibilities

8.1. Our obligation to perform begins at the earliest once the customer has provided all constructional, technical, and legal prerequisites for execution, including ground conditions, access possibilities, and provision of suitable personnel, as described in the contract or in information provided to the customer before contract conclusion or which the customer, due to relevant expertise or experience, should have been aware of.

8.2. The customer is obliged to arrange everything necessary at their own expense to ensure that the work, including agreed preliminary work and preparatory measures, can start on time and be carried out without disruption. This will be specified by us according to the specific contract. For example, unrestricted access to the venue for service provision must be ensured.

8.3. Event venues, provisions, structures, ground conditions, load-bearing capacity, etc., must be suitable for service execution. If it later emerges that any of the aforementioned or the venue itself needs to be adapted, this constitutes a change to the contract, and the customer must additionally compensate for the necessary extra effort.

8.4. In particular, before the commencement of service execution, the customer must proactively provide all necessary information about the location of concealed electrical, gas, water, and similar lines, as well as provide information to facilitate proper execution, such as construction plans, seating plans, necessary information about the timing of the event including setup times, stage instructions, accident prevention regulations, etc., and promptly inform about any projected changes in this regard.

8.5. The customer must promptly, or at least before the start of work, inform us of any special hazards and risks at the work site (e.g., flooding), typically during a joint inspection of the venue.

8.6. For clarification within the framework of contract fulfillment (e.g., timing for complete setup or teardown), the customer must designate a fully authorized and informed point of contact.

8.7. The customer must provide an adequate number of assistants during our service provision (including setup and teardown as well as any equipment storage) as communicated by us before contract conclusion.

8.8. The customer is responsible for obtaining necessary approvals from third parties as well as notifications and authorizations from authorities, including those of copy-right nature, including event registration, at their own expense, and for providing e-reports and structural reports required by authorities. We inform consumers about this during contract conclusion unless the customer has waived this.

8.9. The energy and water quantities required for service execution, including trial operation, are to be provided by the customer at their own expense. The customer must ensure the provision of adequately sized power circuits.

8.10. The customer must provide us with free, lockable rooms of sufficient quantity and size for the stay of personnel and for the storage of work and consumables, tools, and materials, as well as toilet facilities during the period of service execution.

## 9. Service Execution (Setup, Operation, Teardown)

9.1. We are only obligated to consider subsequent modification and expansion requests from the customer if they are necessary for technical reasons to achieve the contractual purpose.

9.2. Minor modifications to our service execution that are reasonable and justified from the perspective of the business customer are considered pre-approved. This right exists for consumers only if negotiated on a case-by-case basis.

9.3. Our service obligations include installation, instruction, transportation, deinstallation, storage, and training only if expressly agreed upon. If we contractually undertake transportation, we may involve third parties for this purpose.

9.4. Justified partial deliveries and services are permissible and may be invoiced separately.

9.5. Drawings, copies, performance specifications, measurements and weights, promised setup and teardown times, materials used, as well as tools and consumables provided by us, are approximate representations based on our practical experience.

9.6. (Pre-)installation, setup and teardown, as well as operation of the equipment, are carried out according to local conditions, technical possibilities, customer instructions provided by the designated contact person, and the instructions of the relevant authorities.

9.7. In the event of a significant change to our contractual obligations after contract conclusion for the purpose of adapting to the customer's needs (e.g., extending the trial duration beyond what was agreed, not caused by us), we are entitled to invoice the customer for the additional material and labor required. This also applies to extensive evaluations of whether and under what conditions a change or expansion is feasible, but only in relation to consumers if we have explicitly informed them in writing.

9.8. Additional expenses incurred due to requested additional services, such as presenting data in non-digitalized formats, necessary and reasonable use of third-party services, license management, commissioned testing, research services, legal examinations, and services provided outside of business hours, are separately chargeable.

9.9. If, due to circumstances beyond our control, such as nighttime driving restrictions, we cannot promptly remove equipment and materials, they will be temporarily stored at the venue at the customer's risk and expense.

## **10. Performance Deadlines and Dates**

10.1. Deadlines and dates are extended in the event of force majeure, strikes, unforeseeable delays caused by our suppliers or other comparable events beyond our control, for the duration of the respective event. This does not affect the customer's right to withdraw from the contract if delays make adherence to the contract unreasonable.

10.2. If the commencement of service execution or the execution itself is delayed or interrupted due to circumstances attributable to the customer, especially due to a breach of the customer's obligations as per Section 7 of these T&Cs, performance deadlines are extended accordingly, and agreed completion dates are postponed accordingly.

10.3. Delivery and completion dates are only binding for business customers if their compliance has been explicitly promised in writing.

10.4. In the event of our default in fulfilling the contract, the customer has the right to withdraw from the contract after setting a reasonable grace period. The grace period must be set in writing with simultaneous threat of withdrawal.

## **11. Authorized Instructions and Shutdown**

11.1. We are authorized to shut down the system or, if necessary, dismantle it if weather conditions pose a danger to our equipment and facilities or to the physical integrity of persons present.

11.2. Likewise, we may shut down or dismantle the system if it is endangered by riots or similar risky situations.

11.3. In the event of justified shutdown of the system, the business customer waives the right to claim damages.

11.4. If the system endangers persons or property, we are entitled to give instructions to prevent hazards. In such cases, the customer must also warn third parties of potential dangers.

## **12. Transfer of Risk**

12.1. Liability (for loss, damage): The transfer of risk to the

consumer upon dispatch of the goods is governed by § 7b of the Austrian Consumer Protection Act (KSchG).

12.2. Risk passes to the business customer as soon as we make the purchased item, material, or work available for collection at the factory or warehouse, deliver it ourselves, or hand it over to a carrier.

12.3. The business customer is responsible for insuring against this risk accordingly. We undertake to arrange transport insurance at the customer's expense upon written request. The customer approves any customary shipping method.

## **13. Default of Acceptance**

13.1. If the customer is in default of acceptance (refusal to accept, default in prepayments, or other reasons) for more than twelve hours, and despite a reasonable grace period, fails to remedy the circumstances attributable to them that delay or prevent the provision of services, we may dispose of the specified equipment and materials for service execution elsewhere under the existing contract, provided that we can procure them within a reasonable period according to the respective circumstances.

13.2. This does not affect our right to invoice for services rendered and to withdraw from the contract after a reasonable grace period.

13.3. In the event of a justified withdrawal from the contract, we may demand lump-sum damages in the amount of 20% of the contract value plus VAT from the business customer, without the need to prove actual damages. The obligation to pay damages is independent of fault.

13.4. The assertion of higher damages is permissible. This right exists for consumers only if negotiated on a case-by-case basis.

## **14. Retention of Title (Purchase)**

14.1. The goods delivered, assembled, or otherwise handed over by us remain our property until full payment of the purchase price.

14.2. Resale is only permitted if we have been notified in advance, stating the name and address of the buyer, and we have consented to the sale.

14.3. With our consent, the purchase price claim of the business customer is hereby assigned to us.

14.4. If the customer is in default of payment, we are entitled to demand the return of the reserved goods after setting a reasonable grace period. This right may only be exercised against consumers if at least one overdue payment has been outstanding for a minimum of six weeks, and we have unsuccessfully reminded them of this consequence and set a grace period of at least two weeks.

14.5. The customer must immediately inform us of the opening of insolvency proceedings against their assets or the seizure of our reserved goods.

14.6. We are entitled to enter the location of the reserved goods, to the extent reasonable for the customer, to enforce our retention of title, after giving reasonable notice.

14.7. The customer bears necessary and reasonable costs for appropriate legal action.

14.8. The assertion of the retention of title constitutes withdrawal from the contract only if expressly declared.

14.9. We may freely and optimally dispose of the reclaimed reserved goods against business customers.

## **15. Third-Party Intellectual Property Rights / AKM**

15.1. If the customer provides intellectual creations or documents, and claims are made by third parties regarding such creations, we are entitled to suspend the production of the delivered goods at the customer's risk until the rights of third parties are clarified, and to claim reimbursement for the necessary and appropriate costs incurred by us, unless the invalidity of the claims is obvious.

15.2. The customer indemnifies us against any damages in this regard.

15.3. We are entitled to request reasonable advances for legal costs from business customers.

15.4. The customer is responsible for obtaining usage rights and paying the associated fees, including AKM (Austrian Collection Society for Performing Rights) fees.

## **16. Our Intellectual Property**

16.1. Plans, sketches, cost estimates, and other documents provided by us or created through our contribution remain our intellectual property.

16.2. The use of such documents outside of their intended purpose, including their distribution, reproduction, publication, and provision, even in part, requires our explicit consent.

16.3. Furthermore, the customer undertakes to maintain confidentiality regarding the knowledge acquired from the business relationship with us.

## **17. Warranty**

17.1. The statutory warranty provisions apply. The warranty period for business customers is one year from delivery.

17.2. In the absence of a different agreement (e.g., formal acceptance), the point of delivery is the completion time, at the latest when the customer has taken possession of the service or has refused acceptance without stating reasons.

17.3. Remedying an alleged defect claimed by the customer does not constitute acknowledgment of this alleged defect by us.

17.4. The business customer must grant us at least two attempts to remedy defects.

17.5. If the customer's defect claims are unfounded, the customer is obliged to reimburse us for the expenses incurred for verifying the absence of defects or rectifying errors.

17.6. The burden of proof that the defect existed at the time of delivery lies with the business customer.

17.7. Defects in the delivered goods that the business customer has or should have detected through proper inspection immediately, at the latest within twelve hours after delivery, must be reported to us in writing. Hidden defects must also be reported within this reasonable period upon discovery.

17.8. The customer must immediately cease any use or processing of the defective goods if further damage is threatened or if investigating the cause is impeded or prevented, unless such action is unreasonable.

17.9. If a complaint about defects is not made in a timely manner, the goods are deemed accepted.

17.10. The defective delivery or samples thereof must be returned to us by the business customer if economically feasible.

17.11. The business customer bears the full cost of returning the defective goods to us.

17.12. Warranty is excluded if the customer's technical equipment, such as connections, wiring, networks, etc., is not in a technically sound and operational condition or is not compatible with the delivered items, provided that this circumstance is causally related to the defect.

## **18. Liability**

18.1. We are liable for breaches of contractual or pre-contractual obligations, particularly for impossibility, delay, etc., only in cases of intent or gross negligence due to technical particularities.

18.2. Liability towards business customers is limited to the maximum liability amount of any operational liability insurance taken out by us.

18.3. This limitation also applies to damage to an item that we have undertaken to process against business customers. However, this applies to consumers only if individually negotiated.

18.4. The exclusion of liability also includes claims against our employees, representatives, and agents for damages they cause to the customer—without reference to a contract with the customer.

18.5. Claims for damages by business customers must be asserted in court within two years, under penalty of forfeiture.

18.6. Our liability is excluded for damages caused by improper handling or storage, overuse, failure to follow operating and installation instructions, faulty assembly, commissioning, maintenance by the customer or unauthorized

third parties, or natural wear and tear, provided that this event is causally related to the damage. Similarly, the exclusion of liability applies to the omission of necessary maintenance, unless we have contractually assumed the duty of maintenance.

18.7. If and to the extent that the customer can claim insurance benefits from their own or in their favor, concluded insurance (e.g., liability insurance, comprehensive, transport, fire, business interruption, or other), for damages for which we are liable, the customer undertakes to claim the insurance benefits and our liability is limited to the disadvantages suffered by the customer through the use of this insurance (e.g., higher insurance premiums).

### **19. Special Provisions for Rental**

19.1. Equipment, accessories, and similar items provided by us for a specified period are handed over to the customer in perfect condition, and this is confirmed in a handover protocol by the customer. The rental period begins upon handover or contractual availability for collection.

19.2. Commercial new customers, as well as private customers, are required to pay a deposit of €500 upon handover.

19.3. Provided packaging must be returned by the customer unless expressly agreed otherwise.

19.4. The customer is responsible for insuring the items provided against any damage event (including damage, vandalism, theft, misappropriation, or loss).

19.5. In the event of a damage occurrence, the customer must notify us immediately and allow us to carry out repairs promptly. The customer is liable for any disadvantages incurred due to delayed reporting.

19.6. The customer must handle the provided items with care and only allow skilled personnel to operate, set up, and dismantle the items.

19.7. The customer must protect the provided items from weather, external influences, and other external factors appropriately (e.g., covering cables with heavy rubber mats, providing shelter for outdoor items), otherwise, we are entitled to take corresponding protective measures at the customer's expense.

19.8. The actual rental period ends only upon the return of the items with the signing of the rental return receipt; if handed over for transport to us, it ends upon receipt at our premises. A deduction of costs is not possible for unused rented items that have not been returned accordingly.

19.9. If the agreed rental period is exceeded, a daily usage fee equivalent to the calculated daily rate agreed upon will be charged for the duration of the exceedance. We are entitled to claim further damages. If the longer rental period is foreseeable for the customer, they must inform us at least 4 working days in advance for a rental period of at least 5 days; for a shorter rental period, notification on the last agreed rental day is sufficient.

19.10. The customer is obliged to carry out ordinary maintenance of the provided items, with such work being carried out professionally at their expense. In return, the customer is not responsible for changes to the provided items, including deterioration, caused by their proper use.

19.11. For changes not caused by proper use, the customer must bear the costs of restoring the items to their condition at handover; in case of loss, the new value must be replaced.

19.12. If the provided items are returned heavily soiled, the customer must fully cover the costs of cleaning.

19.13. The transfer of items provided by us for a specified period to third parties, whether for a fee or not, is only permitted if the customer contractually binds all obligations from this contract to these third parties. If the customer informs us of such transfer, this does not establish a contractual relationship between the third party and us, even if we do not object to the transfer. The customer remains liable to us for compliance with the contract.

19.14. If the customer fails to fulfill essential contractual obligations, we may terminate the rental agreement without notice.

### **20. Severability Clause**

20.1. Should individual parts of these terms and conditions be ineffective, the validity of the remaining parts shall not be affected.

20.2. We, as well as the entrepreneurial customer, already commit to jointly – based on the horizon of fair contracting parties – make an alternative provision that comes closest to the economic result of the ineffective condition.

### **21. General**

21.1. Austrian law applies.

21.2. The UN Convention on Contracts for the International Sale of Goods is excluded.

21.3. The place of performance is the company's registered office (Vienna).

21.4. The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the entrepreneurial customer is the court locally competent for our registered office. For consumers, if they have their domicile in Austria, the court in whose district the consumer has their habitual residence or place of employment has jurisdiction.

