

**GENERAL COMMERCIAL TERMS AND CONDITIONS FOODFAB GMBH Version 25.11.2013**

**1. Integral Parts of the Contract and Terminology**

- 1.1. Services  
All consulting and other services to be delivered by the Contractor in line with the contract
- 1.2. Subject Matter of the Contract  
The subject matter of this contract are the services to be delivered by the Contractor for the duration of the contract and as set out in the scope of services, the remuneration to be paid by the Client for the delivery of these services and the general fulfilling of the rights and obligations of and by both sides.
- 1.3. General Commercial Terms and Conditions ("AGB")  
The AGB – in their version valid at the relevant moment - are also integral parts of the contract and are valid for all future contractual relationships between the parties to the contract.
- 1.4. Scope of Services  
The basis for the services to be delivered by the Contractor is the written Description of Services Offered drawn up by the Contractor on the basis of the information supplied to him or drawn up by the Client himself. This Description of Services Offered is to be checked by the Contractor and Client for correctness and completeness and initialed as approved. Requests for changes which are made by the Client at a later date must be the subject of a separate agreement regarding timetable and remuneration.
- 1.5. Fees  
If a lump sum fee is agreed for the services which are to be delivered, this applies exclusively to the scope of services agreed to in writing at the moment of the agreement.

**2. Rights and Obligations of the Client and the Contractor**

- 2.1. Obligations to Give and Check Information  
The Client will punctually supply all information required for the delivery of the services to the Contractor. The Client is responsible for all costs arising from delays in the delivery of services or from the need for the Contractor to repeat services due to incorrect or incomplete information or information which was subsequently changed.
- 2.2. Meetings / Reporting  
The Contractor will report to the Client in line with a timetable expressly agreed in advance for this purpose on the progress made by him – or, where relevant, by third parties contracted by him - in the delivery of the services. The Client will participate in the meetings called by the Contractor.
- 2.3. Freedom from Directives  
The Contractor is free from directives and is bound to deliver the services neither from any particular location nor during any particular working hours.
- 2.4. Changes in the Services  
If changes requested by the Client result in changes in either the services to be delivered, the cost of or the periods agreed for delivering these services, the Client and Contractor must enter into a corresponding agreement; If such changes represent a fundamental change to the agreed structure of the services to be delivered, the Contractor has the right to suspend work until an additional contract has been agreed. The Contractor cannot be held responsible for any resulting delay in the timetable for delivering the services.
- 2.5. Transfer Rights  
The Contractor has the right to invite third parties to act as his agents in the delivery of some or all of the above mentioned services.
- 2.6. Timetable  
Contractually agreed periods and deadlines for the delivery of services only come into force from the moment that the Client has fully met his contractual obligations to cooperate. All agreements about periods and deadlines are to be made in writing. The failure to meet periods and deadlines gives the Client the right to make claims against the Contractor – but only after the expiry of an appropriate time extension of at least three weeks after the receipt by the Contractor of a registered written reminder which makes clear to him the legal consequences. If this time extension expires without success, the Client has the right to withdraw from the contract. The Contractor is only liable to pay damages as a result of this delay in cases of gross negligence by the Contractor or by third parties engaged by him to fulfill the contract. Unavoidable or unforeseeable events discharge the Contractor from his responsibility to meet agreed periods and deadlines. The same applies to cases in which the Client is behind schedule in meeting his contractual obligations (e.g. to provide information). In such a case the agreed deadline will be pushed back by at least the length of the delay.

**3. Property Rights and Intangible Property Rights**

- 3.1. Property Rights and Usage Rights  
The Contractor holds the fully protected intangible property rights, and in particular the copyright for all services delivered by him – especially suggestions, ideas and concepts - and individual parts thereof; the return of all documents handed over while delivering these services can be demanded by the Contractor at all times. The copying, alteration (including further development), reproduction or publication of the services delivered by the Contractor – in whatever form – is not permitted without the prior written agreement of the Contractor.
- 3.2. Usage  
Any use of the services provided by the Contractor in ways which exceed the agreed purpose and scope thereof requires the prior written agreement of the Contractor as well as an agreement about any extra remuneration.

**4. Guarantees, Compensation and Liability**

- 4.1. Duty of Notification  
The Client is obliged to inform – with evidence - the Contractor immediately in writing of all defects in the delivery of the services; if legally permitted, the requirement to provide proof lies with the Client. If the Client's complaint is justified and has been entered in time, he only has the right to demand that the service be improved or fully replaced by the Contractor - unless defined otherwise by a mandatory condition of consumer rights legislation.
- 4.2. Improvements  
In the case of justified complaints the defects in the delivery of the services will be made good within an appropriate period. The Contractor has the right to refuse to carry out the improvements if this is impossible or would involve disproportionately high costs.
- 4.3. Limitation of Liability  
The Contractor is not liable to pay compensation in cases of minor negligence. The aggrieved party has the obligation to prove the occurrence of gross negligence
- 4.4. Period of Enforcement  
Unless another deadline is applicable, compensation claims are to be legally asserted within six months of the damage being recognized; these claims are limited to the agreed fee for the delivery of the agreed services excluding VAT and other charges.

**6. Extraordinary Termination of the Contract**

- 6.1. Grounds for Extraordinary Termination by the Client  
The Client can terminate the contract with immediate effect on exceptional grounds; most particularly if the contractor fails to meet his contractual obligations despite being granted a reasonable time extension of at least three weeks after the receipt by the Contractor of a registered written reminder which makes clear to him the legal consequences.
- 6.2. Grounds for Extraordinary Termination by the Contractor  
The Contractor can terminate the contract with immediate effect on exceptional grounds; most particularly if:
  - 6.2.1. the Client is in arrears on the payment of the fee agreed in the contract or on the payment of other agreed fees despite a written reminder which established a reasonable 14-day extension period.
  - 6.2.2. the Client has failed to meet another of his contractual obligations despite a written reminder which established a reasonable 14-day extension period.
  - 6.2.3. there are reasonable grounds for concern as a result of a considerable worsening of the creditworthiness of the Client.

**7. Fees**

- 7.1. Fee Claims  
If not agreed otherwise, the Contractor has the right to request payment of the fee for a particular service upon completion of the delivery of that service. The Contractor has the right to request some payment in advance. Unless expressly agreed otherwise, the fee is exclusive of the legally applicable VAT. All services delivered by the Contractor which are not expressly covered by the agreed fee will be separately remunerated. All cash expenses incurred by the Contractor are to be reimbursed by the Client.
- 7.2. Fee Estimates  
In the absence of any form of written agreement – estimates from the Contractor are not binding.

**8. Payment**

- 8.1. Payment

The Contractor's invoices become due without discount on the day they are issued and, if not otherwise agreed, are to be paid within ten calendar days from the invoice date. In cases of delayed payment, default interest of 8 % p.a. is considered as agreed; higher interest losses can also be claimed.

8.2. Expenses

The Client commits himself to carry all expenses resulting from collecting such debts.

8.3. Delays in Payment

In cases of delays in payment by the Client the Contractor can immediately submit invoices for fees and other payments for services and partial services related to other contracts with the Client.

8.4. Offsetting

The Client does not have the right to set off his own claims against claims from the Contractor - unless the Client's claim has already been legally determined or accepted by the Contractor in writing.

**9. General Contract Terms and Conditions**

9.1. Choice of Law:

The parties to the contract agree to the application of material Austrian Law without regard for the conflict of law doctrine of either Austrian international private law or UN commercial law.

9.2. Legal Jurisdiction:

The relevant and responsible court in Innsbruck is agreed as the exclusive place of jurisdiction for all conflicts arising from this contractual relationship; the Contractor reserves the right to take legal action against the Client at any other legally permitted location.

9.3. Requirement of Written Form and Contract Language:

Changes and additions to these AGBs and/or the contract based upon them and all integral elements thereof are only valid if made in writing; this also refers to agreements to deviate from this written form requirement. It is agreed that German is the contract language.

9.4. Severability Clause:

If any individual conditions of these AGBs and/or of the contract and all integral elements thereof are deemed invalid, refutable or ineffective in any other way, this does not affect the validity of all other conditions of these AGBs and/or of the contract and all integral elements thereof. Each invalid condition is to be replaced by a new condition which comes as close as possible to achieving the same economic outcome and contractual purpose. This also applies to the making good of gaps in the contract through a supplementary interpretation of the contract carried out as set out above.

9.5. Invalidity:

All agreements related to this contract arrived at before the signing of the contract based on these AGBs become invalid upon its signature

9.6. Legal Domicile:

The legal domicile of this contract is Innsbruck unless another legal domicile is explicitly set out in the contract.

9.7. Coming into Effect and Validity of these AGBs:

Conflicting AGBs of the Client are invalid unless these have been expressly agreed to by the Contractor in writing.

9.8. These AGBs are valid (in their latest version) from the moment of publication on the website of the Contractor (<http://www.foodfab.eu>). The Client reserves the right at any time to alter or add to these AGBs. Any such changes come into effect from the moment of publication of the AGBs on the above-mentioned website.