

GENERAL TERMS AND CONDITIONS

OF

LIEGERTCONSULTING

Translation into English; the authentic wording is in German, and is available on the German version of the website.

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PREAMBLE

(1) These General Terms and Conditions (GTC) form an integral part of management consulting contracts, which have been closed with the client, for the management consultant (MC) to deliver consulting services against payment, within the guidelines of the current job description of the Chamber of Commerce, section management consulting and information technology Vienna.

The consulting services are conducted with the aim, of providing the client with the MC's expertise and to elaborate and offer business solutions on an internal basis.

(2) Should individual clauses of the GTC become void, the validity of the remaining clauses will be unaffected.

§ 1 Purview and extent

(1) The GTC are valid, whenever their application has been agreed upon in writing.

(2) Management consulting contracts only become valid, when they are closed in writing. They are mutually binding to the extent set out in the contracts.

§ 2 Scope of the consulting services

(1) The exact scope of the consulting services has to be contractually agreed upon.

(2) The MC is entitled to have the consulting services partially or entirely delivered by employees or freelance partners.

(3) In the case of cooperation, the client will be informed about the responsibilities within the project, as well as the nature and extent of the cooperation.

§ 3 Responsibilities of the client

(1) If the management consulting contract is executed and fulfilled at the business location of the client, the client has to provide adequate conditions, which will permit an undisturbed and speedy progress of the consulting process.

If the client does not provide such conditions, the MC is allowed to, either adequately increase the fee, or to withdraw from the contract after having given notice of maximum fourteen days.

(2) Without the MC's special request, the client will, in a timely manner, provide the MC with all essential documents, which will be necessary to handle or fulfil the management consulting contract. The client must inform the MC about all events and circumstances, which are relevant for the execution of the management consulting contract.

(3) A relationship of personal trust between the client and the MC requires that the MC will be thoroughly informed about all previous or current consulting activities, even those of other business areas. If the client violates such duties of entire information towards the MC, the client is liable for any disadvantages arising thereof towards the MC, regardless of the extent.

(4) The client must ensure that his employees and the representatives of the staff, if applicable, will be informed before the MC starts his activities.

§ 4 Protection of independence

(1) All parties to the contract commit themselves to mutual loyalty.

(2) All parties to the contract commit themselves to take all suitable precautions, which will avoid threatening the independence of the parties to the contract, as well as the employees of the MC.

This especially applies to offers for employment or acceptance of orders at the expense of the client.

§ 5 Protection of intellectual property of the MC/copyright/utilization

(1) The client acknowledges the MC's copyright on all works provided by the MC. The client is responsible and committed to seeing that all offers, reports, analyses, expert opinions, organizational plans, programmes, descriptions of performances, drafts, calculations, illustrations, data media, and so forth, which have been prepared by the MC, the MC's employees or cooperation partners, throughout the execution of the management consulting contract, will only be used for the purpose of the contract.

In particular, the passing on of professional statements of the MC for free, or against payment to third parties requires, the written consent by the MC.

Liability of the MC towards third parties will not be created.

(2) The use of the MC's professional statements for advertising purposes by the client is inadmissible.

In case of violation, the MC is entitled to cancel all outstanding management consulting contracts with the client, without notice. However, the MC is entitled to the receipt of all fees arising from the cancelled management consulting contracts.

(3) In accordance with the fact that the MC's intellectual property comprises all consulting services, the utilization of these services remains restricted to the client's own use and only to the extent set out in the contract, even after paying the consulting fee.

If, however, consulting works are passed on, i.e. during liquidation of a company, bankruptcy or only temporarily for the production of copies, the MC's claims for damage will result from such actions.

In this case, the client has to make amends to the MC, to the extent of full satisfaction.

§ 6 Warranty

(1) The MC is entitled and obliged to improve defects, which are inherent in the MC's consulting services and which come out after the fulfilment of the management consulting contract.

The three months period of warranty commences on the day the management consulting contract is fulfilled towards the client.

(2) If the improvement of the defect fails, the client is entitled to a price reduction or, if it is not just a minor defect, redhibition.

In case of warranty, the improvement has precedence over a price reduction or redhibition.

For additional claims for damage the provisions set out in § 7, apply.

(3) The shift of the burden of proof is excluded; it is the obligation of the MC to prove his guiltlessness of improperly fulfilling the management consulting contract.

§ 7 Liability

(1) The MC and his employees perform their consulting services in accordance with the generally accepted principles of professional practice.

(2) Solely in case of evidence of gross negligence, the MC is liable for damage, in accordance with the legal rules and regulations.

This also holds true for his choice of cooperation partners and for the coordination of subsequently arranged consulting activities of a whole team.

(3) The claim for damage may be legally put forward within a period of six months after the damage and the liable person have come to the rightful claimant(s)'s knowledge; in any case no later than three years after causing the damage.

(4) If the consulting services are carried out by calling in third parties, i.e. a data processing corporation, a trust company or a lawyer, and the client has been informed thereof, then the warranty and liability claims, in accordance with the legal rules and regulations of the third party, come into effect towards the client, and the MC is not liable for the behaviour of these third parties.

(5) To the best of his professional knowledge the MC has to warn the client, if he qualifies the client's statements with regard to the consulting services as obviously incorrect. Thereafter, the MC is not liable for any defects or damage resulting from these statements, if they are affecting the consulting activities.

(6) The MC is not liable, if he cannot fulfil the management consulting contract in accordance with his duties due to the effects of force majeure.

§ 8 Obligation of secrecy

(1) The MC, his employees and his cooperation partners are committed to maintain silence about all matters, which come to their knowledge in the course of the consulting activities for the client.

This obligation of secrecy applies to the client as well as to his business relations.

(2) Only the client, but not his agents, is allowed to relieve the MC from the obligation of secrecy, and only in writing.

(3) Only with the consent of the client, the MC is allowed to pass on reports, expert opinions and all other written statements about the results of the consulting activities, to third parties.

(4) For an unlimited period, even beyond the date of fulfilling the consulting contract, the MC, his employees and cooperation partners are committed to discretion. Excepted are those cases, in which the legal obligation to witness, conflicts with the right of refusal to give evidence.

§ 9 Personal data protection

(1) When accepting an offer, which is based on the GTC, the client at the same time agrees that his data will be used by the MC. At any time, the client may withdraw from his previously given consent.

(2) The MC is allowed to process personal data, which has been made available to him, for the intended purpose of the management consulting contract. The MC is also allowed to have this data processed by a third party.

(3) The MC is committed to respect the data secrecy as set out in the regulations of the personal data protection law 2000.

(4) In principle, all materials made available to the MC, such as data, data media, control figures, analyses, programmes etc, as well as all results arising from the consulting activities, will be returned to the client.

§ 10 Entitlement of fees and remunerations (f & r)

(1) In return for his consulting services the MC is entitled to the payment of adequate f & r.

(2) F & r will either be prearranged as a flat rate or will be calculated on the basis of the expenditure of time.

(3) From case to case, prepayments as well as part payments on the basis of interim settlements for consulting services rendered, have to be agreed. This holds especially true for high additional expenses, such as air tickets, if they are not borne by the client.

(4) The due date for payments of f & r is two weeks after writing out the invoice.

(5) If it is prearranged that the f & r are calculated on the expenditure of time, the then consulting services rendered will be charged at the beginning and the middle of each month.

(6) The contractually agreed f & r are also due for payment, if the MC is prevented from the proper fulfilment of the management consulting contract through circumstances caused on the part of the client.

(7) If the MC, for important reasons, is prevented from the fulfilment of the management consulting contract, through circumstances caused on the part of the MC, the MC is only entitled to receiving the f & r for the then consulting services rendered.

(8) The MC is entitled to make the fulfilment of his services conditional on the settlement of all his outstanding f & r claims.

Apart from apparent defects, any complaint about the consulting services of the MC, does not justify the retention of f & r owed to the MC.

(9) If the MC cannot fulfil the management consulting contract in accordance with his duties due to the effects of force majeure, he still is entitled to the contractually agreed f & r.

§ 11 The amount of fees and remunerations

(1) With each management consulting contract, the rate of fees payable, extra charges, additional and extraordinary expenses have to be agreed upon, individually, in writing.

(2) The value added tax (VAT) is not included in the fees payable, extra charges, additional and extraordinary expenses. The VAT will be charged, in addition, in accordance with and to the extent of the legal requirements.

(3) In principle, the extent of the fees and remunerations complies with “The Calculation-Guidelines of Management Consultants” issued by the Viennese Chamber of Commerce, section management consulting and information technology, in the version current at the time of closing the management consulting contract,

<http://www.ubit.at/asp/Frameset.asp?MID=11344&MYMID=9998&MMARK=M1>

unless it is agreed upon differently, in writing, in the management consulting contract.

§ 12 Consequences in case of default of payment

(1) Reminder charges agreed:

1. reminder:	€ 18.--, excl. VAT
2. reminder:	€ 27.--, excl. VAT
3. reminder:	€ 36.--, excl. VAT

(2) Past due interest will be charged at the amount of 8 % p. a. over VIBOR (Vienna Interbank Offered Rate).

(3) The MC is entitled to enforce compensation for further damages caused by the client, especially all costs arising from extrajudicial prosecution and collection measures.

§ 13 Applicable law, place of performance, place of jurisdiction

- (1) The entire contractual relationship is subject to the Law of the Republic of Austria; that is “Sachrechtsordnung”.
- (2) The place of performance is the place of business of LiegertConsulting, with the business address A-1030 Vienna, Juchgasse 5/3/10.
- (3) The place of jurisdiction for litigations arising from the contractual relationship, is the relevant court of competent jurisdiction with regard to the place of performance.

§ 14 Amendments to the General Terms and Conditions (GTC)

Amendments to the GTC, which are subject to an already signed management consulting contract, will become valid on the beginning of the month following the written notification reaching the client.

Thereafter, the amended GTC are valid for all current contractual relationships between the client and the MC, unless a written protest against the amendment is raised by the client and reaches the MC within the four weeks subsequent to the written notification being sent to the client.