



NUNTIO Audio-Video Solutions GmbH
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E office@nuntio.at
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Technical Support Terms and Conditions

1.

All transactions with NUNTIO Audio-Video Solutions GmbH (hereafter referred to as NUNTIO) in connection with any technical support and consultation in any form whatsoever by NUNTIO shall be subject to the "Technical Support Terms and Conditions" (hereafter referred to as "Technical Support T&Cs"), in addition to the Terms and Conditions (T&Cs) of NUNTIO that are otherwise applicable to those points not governed in more specific detail by these Technical Support T&Cs. Conflicting T&Cs of the customer shall not be recognised by NUNTIO unless expressly agreed otherwise.

2.

Technical support includes all services associated with the operation of the systems/movable property delivered by NUNTIO (irrespective of whether these are sold or leased to the customer). Technical support does not cover any services associated with transportation of the systems.

Technical support is only owed by NUNTIO under the agreement if this is expressly agreed in writing.

Assembly and dismantling of the system involves setting the system up and disassembling it after the event as agreed by contract. If **assembly and dismantling** is agreed, no comprehensive support is owed under the agreement during the event.

Technical sound support involves the operation of the sound engineering systems during the event by one or more employees of NUNTIO. Unless otherwise agreed, only operation of the sound mixing console is owed under the agreement, and not the production of audio recordings, microphone wiring, etc.

Technical lighting support involves the operation of the lighting engineering systems during the event by one or more employees of NUNTIO. Unless otherwise agreed, only operation of the light mixing console is owed under the agreement, and not the implementation and/or creation of special lighting concepts/designs.

Technical video support involves the operation of the video engineering systems during the event by one or more employees of NUNTIO. Following a separate order, this may include both, the recording of the event (using at least one camera) as well as mere displays on the video walls, screens or similar items.

Sound and/or video recordings involve the recording of sound or video on a data carrier to be agreed in the quality as agreed. Subject to any separate agreement, the lowest resolution on an average data carrier is owed under the agreement. No image or sound processing of any kind whatsoever is owed under any agreement for sound and/or video recordings. Unless a separate agreement exists, only one recording from at least one angle is owed under the agreement, and not a recording of the entire event from multiple angles, including in cases when multiple cameras are used.



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Implementation support involves support for the customer in implementing the overall event provided by one or more employees of NUNTIO. The content of the tasks associated with this must be agreed beforehand in writing in order to be effective.

Installation involves the installation of technical equipment independent of the event in question, which either originates from a third-party company or has been supplied or sold by NUNTIO to a location stipulated by the customer. Removal of the equipment is not owed under an agreement for installation and the location of the equipment is stipulated for the longer term.

Maintenance involves a standard periodic review of technical equipment by NUNTIO based on a separate agreement.

Project support includes consultation and support provided to the customer by NUNTIO for a fee in an area to be stipulated in a contract.

3.

A separate agreement shall be required for all of the services stated under section 2. Since these are created in cooperation with the customer, the quote sent most recently by NUNTIO shall be the applicable one in all cases, and the quotes sent before this shall lose their validity once the most recent quote has been sent.

The quote shall be accepted by the customer based on the Terms and Conditions for Payment, Handover, Default, Cancellation and Jurisdiction. Change requests by the customer following acceptance do not need to be accepted by NUNTIO.

In the event that the customer leases or acquires movable property from NUNTIO as part of the order then the Lease Terms and Conditions and/or the Purchase Terms and Conditions shall apply to the sub-area of the lease or the purchase in the contract.

4.

The planning and quoting process shall take place without NUNTIO inspecting the event location unless this is ordered separately. The customer shall be liable to NUNTIO for the accuracy of the information provided related to the local and technical facilities at the event location. In the event that implementation of the service offered is impossible as a result of defective, inadequate or faulty facilities provided at the event location, NUNTIO shall be entitled either to withdraw from the agreement, in which case the entire fee/rental charge/costs agreed in accordance with the quote shall be payable by the customer following invoicing, or NUNTIO may at its discretion and at the customer's expense carry out an alternative implementation which comes closest to the service agreed in the quote after informing the customer of the additional costs to be expected. In this case, the customer shall be liable for payment of the fee/rental charge/costs etc. as per the quote, along with the additional costs in accordance with actual labour costs.

The customer must appoint one or more representatives for NUNTIO who are authorised to take delivery of the services/work provided by NUNTIO. The customer shall be in default of acceptance in the event that the representative(s) appointed is/are unavailable.



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5.

NUNTIO shall be released from any obligations if the customer does not provide its advance obligations as governed by the contract or does not provide these in time. Any additional costs as a result of this in the form of waiting times for NUNTIO will be charged to the customer. The hourly rates stated in the quote shall apply to this. In the case of leased movable property, any waiting times that result in a delayed return shall be charged as a delayed return (in accordance with the "Lease T&Cs").

6.

In the case of services associated with **assembly and dismantling**, the customer shall be under an obligation enable NUNTIO to park during the delivery times no further than 30 metres from the entrance stipulated for the delivery. The customer shall be responsible for ensuring that it is technically possible to transport the equipment to be assembled to the assembly location. Unless notified by the customer, it shall be assumed that the event location can be accessed at ground level (or with the use of a lift). If this is not the case, NUNTIO shall be entitled to charge any additional expenditure and/or to exceed the stipulated schedule.

Unless agreed separately, employees from NUNTIO will not be present for any official inspections. The customer must take responsibility for all official inspections itself and provide all required notifications independently.

NUNTIO shall only be liable for the functionality of the systems set up, and not for the fact that any official requirements or structural or technical requirements (that exist in connection with the event location) are met. Unless otherwise agreed, NUNTIO will not use any third-party material for assembling the system that is either "already in place" or is "provided" and belongs to the customer or to a third party that is not in a contractual relationship with NUNTIO.

The customer shall be responsible for the fact that all protective and safety precautions are complied with that must be complied with as part of the assembly and dismantling process. It must ensure in particular that the assembly location is clear of unauthorised third parties in order to protect these and NUNTIO from damage as part of the assembly and dismantling process.

Once the system has been assembled, it must be accepted by an individual who has been designated as authorised for this purpose by the customer. Following acceptance, the system shall be deemed to have been duly delivered in a constructed and assembled state. In the event that additional costs are incurred as a result of a delayed acceptance, these will be charged separately in accordance with hourly rates.

The system must be monitored by the customer from the point of acceptance until the time that the dismantling begins. During this period, it must be protected from sabotage and/or theft. The customer will indemnify NUNTIO and hold it harmless in full for any damage resulting from this. In this regard, the customer shall waive any defence which discharges its obligations from the legal area of the liability of agents and shall in all cases be liable for damage by third parties, irrespective of whether these third parties are vicarious agents or third-party supply agents. This is without prejudice to NUNTIO's right to assert claims directly against the party at fault.



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7.

In the case of services associated with **technical sound support**, NUNTIO will provide one or more employees who will provide technical sound support exclusively for sound systems previously assembled by NUNTIO. Unless otherwise agreed, NUNTIO shall only be responsible for supporting the mixing console.

In the event that the order includes supplies of microphones, the customer must put those individuals who may need to be supplied with microphones in contact with the sound engineer in good time so that the latter is able to complete the wiring (if required). In the case that radio microphones are to be used, the customer shall also be responsible for the fact that these are returned to the NUNTIO employees.

Any sound checks or tests that go beyond mere acceptance of the system following assembly, along with feeds of sound files during the event, shall require a separate agreement. No liability shall be assumed for the fact that all kinds of music feeds are technically possible if no such agreement is in place.

8.

In the case of services associated with **technical lighting support**, NUNTIO will provide one or more employees who will provide support exclusively for lighting systems previously assembled by NUNTIO. Unless agreed otherwise, NUNTIO shall only be responsible for supporting the light mixing console and not the actual development and/or implementation of lighting concepts/designs.

The terms and conditions related to the assembly and dismantling of systems stated in section 6 shall be applicable in the event that the request only relates to the assembly of a light system.

9.

In the case of services associated with **technical video support**, NUNTIO will provide one or more employees who will provide support exclusively for video technology previously assembled by NUNTIO. Unless otherwise agreed, NUNTIO shall only be responsible for operating the video camera(s) together with any associated video mixing console. No recordings will be made unless a separate order is in place for these.

The design of the technical video implementation shall be entirely at the discretion of NUNTIO's employee(s), unless otherwise agreed and a script has been submitted, or the customer provides a director.



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10.

Sound and/or video recordings will only be created for the entire event by NUNTIO using sound and/or video technology previously assembled by NUNTIO. Unless agreed separately, NUNTIO shall only be responsible for providing the recording from one angle or the recording of the video transmission visible on the end devices (screens, video walls, etc.) during the event, or the sound audible via the loudspeakers during the event. Additional recordings must be covered by a separate contract beforehand.

The points stated in sections 7 and 9 shall apply to the selection of the image details and of the sound.

Unless otherwise agreed the recording will be provided to the customer within 5 days following dismantling of the system, on an average data carrier and in at least the lowest resolution. The customer is aware and agrees that the material can be deleted by NUNTIO once the recording has been handed over.

NUNTIO assumes no liability for safeguarding any copyrights, trademarks or personal rights of any kind whatsoever in connection with the recording. The customer must itself ensure that any personal rights of the participants at the event are safeguarded or that these individuals agree to recordings being made. The customer shall indemnify NUNTIO and hold it harmless in the event of any associated claims.

11.

Services provided in connection with **implementation support** for an event that go beyond the services stated in sections 6 to 10 shall require a specific separate agreement.

As a general rule, NUNTIO's own creative services associated with implementation support, which may include concepts and/or similar items provided to the customer as necessary, shall remain the (intangible) property of NUNTIO, and these may not therefore be used by the customer without a separate agreement, although NUNTIO reserves the right to offer these also to third parties. In the event that the customer has these concepts, it shall be under an obligation to hand over the concepts to NUNTIO.

Amendments to the concepts and/or implementation of the same shall require consent from NUNTIO exclusively.

In the event that any (show)pieces, artists, presenters or other third parties are mediated to the customer, commissioning of these shall in all cases be on behalf of and at the expense of the customer.

Presentation documents belonging to the customer or the participants at the event will not be archived and/or stored by NUNTIO, and will instead be deleted or disposed of unless otherwise agreed. However, the customer shall have no legal right to this. It is expressly stated that unless agreed separately, no "secure" deletion and/or destruction methods will be applied and NUNTIO also assumes no liability for the fact that these documents cannot be reproduced. NUNTIO also excludes any liability for non-disclosure.



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In the case of services associated with **installations** made by employees of NUNTIO, a separate agreement shall be made to the effect that specific equipment shall be installed at locations to be specified by the customer and be made operational. The terms and conditions stated above for section 6 shall apply analogously with this. Dismantling shall not generally be owed under an agreement for installation and this would need to be agreed separately.

The relevant Lease T&Cs or Purchase T&Cs shall apply if equipment is used that the customer has leased or acquired from NUNTIO.

Unless otherwise agreed, any liability is excluded for the functionality of equipment that has been provided by the customer and/or third parties. Any warranty of any kind whatsoever is also excluded in this context, including in relation to the fact that any manufacturer's warranties are preserved through the installation.

The start of the installation shall be governed in the contract. If this is not the case, then NUNTIO shall notify the customer of the installation start date. The customer must then make the installation location available to NUNTIO in accordance with the contractual advance performance obligations.

13.

Maintenance must be specifically agreed. No maintenance shall be provided for the equipment used in an installation or when assembling or dismantling systems apart from ensuring any functionality owed under the agreement. The functionality of the movable property that is being maintained will be reviewed within the specified parameters as part of maintenance that is ordered.

Unless otherwise agreed, in the event that a repair is required, NUNTIO shall be entitled to carry this out at the customer's expense without separate authorisation from the customer.

In the event that the assumption of the repair costs is covered by the flat-rate maintenance fee, the customer shall not be liable for the repair costs, unless the repair was required as a result of improper use of the movable property (irrespective of the party responsible for this).

14.

Services provided in the **project support** area by NUNTIO include consultation services provided by NUNTIO to be remunerated separately by the customer in areas to be agreed with the customer. NUNTIO shall primarily be responsible for the consultation in these cases and not under any circumstances for their success. Unless otherwise agreed, the project support will be charged in accordance with hourly rates. Interim billing shall be permitted. It is possible that additional legal transactions may be concluded with the customer as part of the consultation process. In the event that third-party services are required within the course of project support, NUNTIO shall be entitled to commission these third parties on behalf of and at the expense of the customer. Unless expressly agreed otherwise, NUNTIO shall also not be responsible for monitoring the activities of the third parties appointed.

15.

In relation to all services under sections 6 to 13, all separate services and/or work provided by NUNTIO may be charged separately, as is applicable, following fulfillment of the individual items, and these partial services may be called due for payment irrespective of whether they have been ordered together with other services based on a quote. Rights of retention by the customer are therefore excluded and the customer shall waive the assertion of any right of retention, in particular if different services are involved in accordance with sections 6 to 14.

NUNTIO's claim for payment of its fees does not depend either on the success of the event, the number of participants, or the subjective impression of the participants at the event. The customer shall be solely responsible for any failure of the event.