



NUNTIO Audio-Video Solutions GmbH
Josef Madersperger Straße 5
2362 Biedermannsdorf
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E office@nuntio.at
W www.nuntio.at

Terms and Conditions for Payment, Handover, Default, Cancellation and Jurisdiction

1.

All agreements entered into with NUNTIO Audio- Video Solutions GmbH (hereafter referred to as NUNTIO) shall be subject to the following Terms and Conditions (T&Cs) for Payment, Handover, Default, Cancellation and Jurisdiction. Conflicting T&Cs of the customer shall not be recognised by NUNTIO unless expressly agreed otherwise. Terms and conditions which deviate from these general terms and conditions of business must either be governed separately in NUNTIO's special terms and conditions of business (lex specialis) or expressly agreed as deviations in writing upon formation of the contract.

All of NUNTIO's quotes are based on the general terms and conditions stated in the relevant quote. The customer acknowledges all terms and conditions in the quote together with the general terms and conditions stated and published on the homepage www.nuntio.at once the customer either accepts the quote in writing or orally, or receives the services provided through actual performance of the contract pursuant to section 863 sub-section 1 of the Austrian Civil Code (ABGB).

2.

NUNTIO's quotes are without obligation until they are accepted conclusively. Errors in the quote may be rectified before order acceptance and in any case after this, provided that actual scheduling arrangements have not yet been made with the customer. The statements contained in pricelists, catalogues, on the internet or any other promotional media regarding NUNTIO's services do not represent a quote or offer of any kind whatsoever. These documents do not include any binding information that determines the relevant performance pursuant to section 922 sub-section 2 ABGB.

Unless otherwise agreed, NUNTIO shall be bound by submitted quotes for 7 days subject to changes made to the errors stated above. They shall in any case be deemed to have been accepted if the quote is returned to NUNTIO signed as accepted. The actual time of receipt by NUNTIO shall be the time of acceptance (the date of acceptance shall be the next working day if received outside of the office hours of Mon-Fri between 09:00 and 17:00, unless a confirmation has been provided by NUNTIO before this).

Taking delivery of a quote that has been amended by the customer will not represent an acceptance by NUNTIO of the counter-offer from the customer. Quotes that have been amended this way shall require an express written acceptance by NUNTIO's managing director.

Quote and project documentation may not be reproduced or made accessible to third parties without NUNTIO's consent. NUNTIO reserves the right to demand a return of this documentation at any time and this documentation must also be returned by the customer without delay and without being requested if the order is awarded elsewhere.

3.

All prices stated in the pricelists are pre-tax (in euros) for collection by the customer from the warehouse. The prices do not include the costs of transportation, insurance, installation or other services. NUNTIO shall be entitled to pass on any price increases (e.g. based on changes in the exchange rate, increased freight costs, etc.) without prior notice. Technical support for the systems does not automatically form part of the order and must instead be agreed separately. The customer will be charged separately for these services.



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4.

The customer will be invoiced promptly following fulfilment of the contractual performance by NUNTIO, and the customer accepts that any advance payment and/or partial payment prior to fulfilment of the performance may be agreed. Invoice amounts shall be due for payment within 10 days from the invoice date.

If the customer does not accept the goods under the contract from NUNTIO then the customer shall be at default of acceptance without further notice. In this case, NUNTIO shall be entitled although not obliged to store the goods at the customer's expense including all ancillary costs and at the expense of the customer without a separate notice of default; the goods may also be stored with a third-party provider. Upon default of acceptance, the customer will be invoiced for the goods ordered after placing into storage, which replaces the handover. If the customer does not collect the goods within 30 days despite being informed of the storage location, NUNTIO shall be entitled although not obliged to collect the goods itself again and to realise their value elsewhere as payment to offset the customer's liabilities. NUNTIO shall not be bound by any market prices of any amount whatsoever in the event that it realises the value of the goods elsewhere. In the event that the goods are leased or used as part of another project, then this period may be used to reduce the term of use of the goods as agreed by contract.

In the event of a delay in returning the goods, the terms and conditions applicable to the contract shall apply, and, in any case although not exclusively, an amount shall be due under the title of a daily usage fee which will amount to the entire amount agreed by contract divided by the days of usage which is in accordance with the contract plus a 100% delay surcharge.

NUNTIO shall be entitled to demand the costs of the extrajudicial collection procedure for overdue amounts as compensation pursuant to section 1333 ABGB from the customer in default. NUNTIO reserves the right to bring an action before the courts without an official overdue notice. There is therefore no right to receive an overdue notice. Collection expenses amounting to €35.00 are agreed for every overdue notice from NUNTIO. Any subsequent overdue notice from a lawyer shall be subject to collection expenses as per the Autonomous fee criteria for lawyers (AHK) and will in any case amount to at least €75.00 (excluding turnover tax). Interest on default pursuant to section 456 first and second sentences of the Austrian Commercial Code (UGB) shall apply to cases of default, with a minimum interest rate on default of 12% p.a. agreed in any case.

Any right of retention by the customer of any kind whatsoever is excluded.

5.

Once a contract has been entered into, NUNTIO shall grant the customer a right to cancel subject to a mandatory fee in accordance with the following terms and conditions: The cancellation notice must be received by e-mail (exclusively at the address office@nuntio.at) and the cancellation fee associated with this must be received in NUNTIO's business account within 72 hours following the cancellation. If these conditions are not met, then the full contractual amount shall be owed, irrespective of whether the customer utilises the service or not.

With a written cancellation the cancellation fee shall be as follows:

25% of the amount agreed by contract plus turnover tax up until 20 days (i.e. 480 hours) prior to the scheduled handover date/installation start date,

50% of the amount agreed by contract plus turnover tax up until 10 days (i.e. 360 hours) prior to the scheduled handover date/installation start date,

75% of the amount agreed by contract plus turnover tax up until 5 day (i.e. 120 hours) prior to the scheduled handover date/installation start date,

the amount agreed by contract plus turnover tax shall be payable in full irrespective of any cancellation within 120 hours prior to the scheduled handover date/installation start date.



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6.

All quotes are calculated and offered ex factory, unless provided otherwise in another offer or in the special T&Cs of business. Fixed dates must be expressly agreed as such.

In the event that the goods are delivered, the transportation will be at the customer's expense and risk unless expressly agreed otherwise. The customer shall bear the transportation risk, including with deliveries where carriage is free of charge. NUNTIO reserves the right to decide on the form of shipment (transport route). NUNTIO shall be entitled to refuse to hand over the goods if the customer has not ensured proper and professional transportation of the goods from the warehouse (the customer shall then be at default of acceptance). The customer shall also be under an obligation to accept partial deliveries without requiring explicit consent for this from the customer beforehand. NUNTIO must be notified of any transport damage and transport losses without delay.

In the event of (transport) damage, the customer undertakes to transmit the following documentation to NUNTIO within 3 days:

In the event of a shipment by train, official certified rail consignment note, statement of the facts and declaration of assignment, sworn declaration regarding the transport damage identified.

In the event of a shipment by lorry, confirmation from the purchaser or recipient on the delivery note or consignment note regarding the type and scope of the transport damage identified and counter-signed by the freight forwarder.

7.

NUNTIO excludes any liability of any kind whatsoever towards the customer, unless this is based on an intentional or grossly negligent breach of contract by NUNTIO. Furthermore the parties to the contract agree that the amount of any claim for compensation against NUNTIO based on any legal grounds whatsoever shall be limited to the agreed fee/remuneration/purchase price/rental charge for the damaged goods as relevant. If the provision/delivery of different goods/services are owed under the contract, then the customer may not derive any right of retention whatsoever from a defective delivery/service, and in any case not in relation to the entirety of the obligations derived from the contract. If exclusion of the right of retention is not permissible to its full extent, then this right shall only be limited to the defective/damaged goods as relevant, meaning that any retention in relation to services and work performance provided properly is in any case excluded.

NUNTIO shall not in any case be liable for third-party services and performance (sub-contractors). Any warranty is excluded unless agreed otherwise in writing or governed otherwise in the special T&Cs of business.

The goods must be inspected by the customer upon handover for completeness/functionality. If the goods are accepted without complaint, then they are acknowledged by the customer as having been duly delivered/provided. Any liability of any kind whatsoever is excluded for the success and/or appreciation of the event. No guarantee of any kind is provided by NUNTIO.



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8.

In the event of distraint or an inventory of goods subject to distraint in relation to the movable property that has been leased or is still subject to retention of title, on any grounds whatsoever and irrespective of whether the customer is personally named as the debtor in these proceedings, the customer shall be under an obligation to notify the intervening body of NUNTIO's right of separation in relation to the other goods subject to distraint. The customer must also notify NUNTIO of this process within 24 hours, together with information on the court or official reference number. The customer must support NUNTIO in enforcing its title or will otherwise be liable for compensation. The customer shall be responsible in full for the costs and fees incurred as a result of asserting NUNTIO's rights and will indemnify NUNTIO and hold it harmless, unless NUNTIO is indemnified and held harmless by the debtor responsible for the separation from the other property subject to the distraint.

9.

NUNTIO shall be entitled to make reference on all advertising material and goods to itself and if necessary to other creators of any products, including during the period that the products have been assigned to the customer, without the customer being entitled to a fee for this.

NUNTIO shall be entitled to make reference to the business relationship with the customer on its own advertising materials and in particular on its website with name and - if provided by the customer - with the company logo (list of references), subject to cancellation of this right by the customer in writing at any time. NUNTIO shall not be subject to any duty of confidentiality towards the customer in terms of the order in this regard in relation to third parties, although this does not apply to the pricing.

10.

The agreed place of fulfilment is Biedermannsdorf. The court with jurisdiction for commercial matters in Vienna is agreed as the competent court for any disputes arising from the agreement. If the customer is a consumer for the purposes of the Austrian Consumer Protection Act (KSchG), the local court with jurisdiction for Vienna is agreed as the competent court, or if no such court has local jurisdiction, the court with jurisdiction for the first district. Austrian Law is applicable to the exclusion of the International Private Law Act and the United Nations Convention on the International Sale of Goods.

All agreements between NUNTIO and the customer must be made in written form (however, see section 2 above related to quote acceptance). No oral agreements have been made. The ineffectiveness in law of individual provisions does not affect the binding nature of the contract in all other respects.