



## **Terms and Conditions of ENP EDV-Dienstleistungs GmbH**

The provisions of the terms and conditions of ENP EDV-Dienstleistungs GmbH apply to all deliveries and services ENP completes for the client and to all deliveries, in particular software solutions related to an order.

The obligations of ENP relating to a particular order are determined only by the scope and content of the underlying contract or an underlying order acknowledgement issued by ENP.

### **Prices and Payment**

Prices apply as agreed in the contract/order acknowledgement. When applicable or required by law, VAT and transport costs will be added.

The prices set forth in the contract/order acknowledgment are unit prices which represent the price for one unit of a particular service or delivery eg. one word (for translations) or one manhour. The unit prices are the base for the calculation of the total invoice.

ENP reserves the right to change the unit prices; this applies in particular to longterm projects where the price calculation applies to the order date and the basis for the price calculation may change during the completion of the project. Unless otherwise noted, payments for services are due two weeks after receipt of the invoice. For payments past due, ENP may add all resulting costs and charges (eg.: past due notices, lawyer fees) and interest. Furthermore, in the case of accounts past due, ENP has the right to hold back undelivered, but already completed projects or services until complete payment is received and to put on hold projects or services still in progress. Retention and suspension of projects or services does not relieve the client of his duty to pay, neither for the initial amounts past due, nor for the additional fees and charges accruing throughout the period of retention or suspension. Retention of payments because of defects not acknowledged by ENP is excluded.

Payments are always credited against resulting costs and charges first, then against interest and finally against the principal of the account past due. Interest for late payments is 12% per year, unless otherwise agreed upon in the contract.

ENP has the right to contract other enterprises for the completion of projects or services resulting from the contractual agreement at its own risk.

### **Liability**

It is mutually agreed that the liability for consequential damages and lost profits and the reimbursement of damages according to the Austrian product liability law is excluded. Unless

otherwise agreed in the contract, warranty periods are applied as provided by Austrian law. Defects for which warranty applies will be remedied by rework, it is mutually agreed that cancellation of contract and price reduction are excluded.

Warranty expires, if changes to the delivered projects or services are applied not by ENP, but by the client or third parties without the consent of ENP or if application errors of the client, his staff or contracted third parties lead to a defect. If the client terminates the contract for reasons which are not the responsibility of ENP, already paid earnest money will not be paid back. If no earnest money has been paid in the case of early termination of the contract by the client, it is agreed that damages amount to the actual expenses of ENP, but at least to 33% of the net contract value. It is agreed that moderation rights of a court of law are excluded.

### **Jurisdiction, Governing law**

Unless otherwise agreed upon, contracts are governed under the laws of Austria. Jurisdiction is Vienna, Austria. Change of jurisdiction or governing law after contractual agreement has been reached is excluded.

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