



General Terms and Conditions

of

STRONG Ges.m.b.H.

Franz-Josefs-Kai 1

1010 Vienna

Company Register No. 248817 h

Version from 7th November 2013

1. Preamble

These Terms and Conditions apply to all contracts concluded between the Purchaser and STRONG Ges.m.b.H. (hereinafter referred to as STRONG) in its capacity as Contractor for the purchase and delivery of goods, general and project-related services, and training courses. General services also include any financial grants or bonuses paid by STRONG to the Purchaser. Deliveries made by STRONG in connection with online orders via the web shop are also covered by these General Terms and Conditions. Special conditions regarding the web shop are laid out in points 10 and 11. These conditions are applicable to all future General Terms and Conditions, even if they are not explicitly agreed.

STRONG Ges.m.b.H., Franz-Josefs-Kai 1, 1010 Vienna, Austria,
registered in Vienna at Commercial Court, FN 248817 h
Managing Director: Khaled Debs, Authorized Signatory: Peter Schmalfluss
VAT number: ATU58173988, EORI number: ATEOS1000005232, D-U-N-S number: 300902488
Primary Bank-Account: Raiffeisenlandesbank NÖ-Wien, BLZ 32000, Account number: 673.962
SWIFT BIC RLNWATWW, IBAN: AT42 3200 0000 0067 3962

2. Scope and validity

- 2.1. These General Terms and Conditions of STRONG are applicable to all of the aforementioned services that are rendered by STRONG itself or by a subcontractor appointed by STRONG.
- 2.2. Any reference to or application of the General Terms and Conditions of the Purchaser is hereby excluded. Conflicting terms and conditions of the Purchaser shall not be binding upon STRONG, even if STRONG does not expressly reject such terms and conditions. For Purchasers outside the scope of application of the Austrian Consumer Protection Act (KSchG), agreements which deviate from these General Terms and Conditions shall be made in writing.
- 2.3. Agreements made in regards to the aforementioned contractual services shall only be legally binding when they are couched in the form of a written contract and have been duly signed by STRONG. Ancillary agreements that modify the scope of the contractually agreed service shall require explicit confirmation in writing.
- 2.4. The requirement to couch an agreement in writing may, subject to mutual agreement, be dispensed with for services with a total agreed consideration of less than EUR 400.00. Moreover, the contract can be concluded and simultaneously executed by STRONG carrying out the order placed by the Purchaser.
- 2.5. Offers, including those in brochures, advertisements, in the web shop or the like, and with regard to price indications and delivery deadlines, shall always be non-binding and fundamentally without obligation. The technical data provided in catalogues, brochures, in the web shop or the like are prepared with all due care, errors excepted, technical modifications and modifications to design, colour or weight are reserved within reasonable limits. In particular, complaints based on differences in design, colour or weight shall be rejected if these differences fall within the tolerance range of quality guidelines, standards or within the range normal for the industry. If the purchaser is a business person, essentially only the product description of the manufacturer shall be considered as to the quality of the goods. Public statements made by the seller or the manufacturer or his agents, in particular in any advertising or labelling, with regard to certain

characteristics of the item shall not represent any contractual indication of quality in respect of other companies. Verbal agreements are always non-binding and require mutual confirmation in order to attain validity and effectiveness.

3. Object of the contract

- 3.1. STRONG provides the Purchaser with goods and services at an agreed place. STRONG makes use of its own employees, subcontractors or other agents for this purpose.
- 3.2. The Purchaser shall appoint a contact partner whose declarations, insofar as they serve the processing of the order and are not to be couched in writing in accordance with point 2 of these Terms and Conditions, and whose actions are binding for his company.
- 3.3. Prior to and during execution of the agreed order, the Purchaser is required to inform STRONG about all circumstances of relevance in regards to the processing of an order and procedures that are required and essential for the preparation and execution of the order.
- 3.4. The Purchaser is required to support STRONG with the execution of the order to the best of its knowledge and conscience and to create the necessary preconditions for proper execution of the order. In particular, the Purchaser undertakes to provide STRONG with all documents, data and information in the form required to fulfil contractual obligations. The Purchaser is also required to inform its employees in good time about upcoming deliveries or other services to be rendered by STRONG.
- 3.5. If STRONG should be prevented in executing its agreed services under this contract, be delayed or entirely prevented from performing the acceptance test because employees, documents data or equipment of the Purchaser are not made available in an appropriate or sufficient manner, or the Purchaser intentionally or negligently fails to fulfil its duty of collaboration or does not adhere to deadlines, STRONG shall be entitled to charge the Purchaser any additional expenses incurred as a result of the impediment and to withdraw from the order.

- 3.6. The basis for services shall be the written description of the same, which STRONG has elaborated based on the provided documents and information or those made available by the Purchaser. A description of services elaborated by STRONG must be inspected by the Purchaser for correctness and completeness. The performance description shall be deemed approved if no objections have been received within 2 (two) weeks of the description being sent to and received by the Purchaser. Change requests that are late or notified at a later time shall only be executed under separate time and price agreements.
- 3.7. If it should transpire during execution of the order that the execution of the order is actually or legally impossible, then STRONG shall notify the Purchaser of this fact without delay. In this case, both contractual parties shall be entitled to withdraw from the contract. In this case, any costs and expenses incurred up to that point for the activities of STRONG in accordance with the presented, internal project accounting must be reimbursed by the Purchaser insofar as STRONG is not in any way at fault for this impossibility of fulfilment.
- 3.8. The sending of products for delivery or parts thereof, documentation, service descriptions or other parts made available by the Purchaser shall be at the expense and risk of the Purchaser. STRONG is not required to take out any insurance in this regard. This can be done at the expense of the Purchaser at the written request of the Purchaser.

4. Service period

- 4.1. STRONG shall endeavour to adhere to the agreed times of fulfilment as precisely as possible.
- 4.2. Agreed deadlines are based on an estimate made in all conscience at the time of concluding the contract and are set by mutual agreement between STRONG and the Purchaser. If the agreed deadlines are exceeded, the Purchaser shall grant STRONG an appropriate extension.



- 4.3. Deliveries to be made on fixed dates must be announced as such by the Purchaser when placing the order.
- 4.4. If employees of STRONG are unable to adhere to deadlines for the rendering of services due to force majeure, illness, accident or other circumstances beyond STRONG's control, STRONG shall be entitled to render the services at a later date to be set by mutual agreement, to the exclusion of any obligation to make compensation.
- 4.5. For orders that include definable partial services, STRONG shall be entitled to submit partial invoices for these partial deliveries.
- 4.6. Delivery delays and cost increases that arise from incorrect, incomplete or subsequently modified details and information or documents made available by the Purchaser or third parties within the sphere of the Purchaser, shall not be the fault of STRONG and cannot lead to the default of STRONG. Additional costs arising from this shall be borne by the Purchaser.

5. Prices

- 5.1. All prices are shown in EURO in accordance with the law and are exclusive of value added tax. The prices in the web shop are excluded from this. Unless otherwise agreed with the individual Purchasers, the web shop shall display the total price to the customer, inclusive of value added tax.
- 5.2. The prices are based on the costs at the time of the first price offer. If the costs have increased at the time of the delivery or service, STRONG shall be entitled to adjust the prices accordingly.
- 5.3. For deliveries and the rendering of services in countries for which STRONG despatches the goods for delivery from a warehouse located in Austria, statutory value added tax at the prevailing rate will be added to the invoice.

- 5.4. For Purchasers and customers in countries of the European Union to which STRONG delivers goods from another country of the European Union, such invoices shall be issued without value added tax if the customer is in possession of a value added tax identification number (VAT No.) for the country appearing in the delivery address and has notified STRONG of this number prior to preparation of the invoice. If this VAT No. proves to be false or is not recognised by the competent tax authorities, STRONG reserves the right to invoice the value added tax separately, also in arrears if necessary.
- 5.5. Purchasers and customers based in countries outside the European Union are responsible for paying customs duties. The invoice shall be issued for export purposes, without value added tax and duty unpaid.
- 5.6. If the legal basis for import taxes or the like changes between formation of the contract and rendering of service, STRONG shall be entitled to adjust the prices accordingly and to invoice any difference in the amount afterwards as necessary.
- 5.7. If fluctuations in foreign currency exchange rates cause costs to change by more than 10% to the detriment of STRONG, and the contracting parties are unable to agree on a corresponding price change, STRONG shall be entitled to withdraw from rendering the service. Any costs or damages shall be borne by the Purchaser and cannot be charged to STRONG.
- 5.8. The services rendered shall be invoiced to the Purchaser following acceptance of the service. The Purchaser shall accept the services without delay. This also applies to the rendering of an agreed partial service. STRONG has the right to demand the payment of deposits as security and to suspend execution of the order until this agreed deposit has been paid by the Purchaser. All damages and any costs incurred by this delay to the rendering of service shall be borne by the Purchaser.
- 5.9. Travel expenses, daily allowances and accommodation expenses for agreed training courses or services provided by STRONG or its appointed agent shall be invoiced to the Purchaser separately at the prevailing rates. Travel time is considered working time.

6. Payment

- 6.1. The invoices, inclusive of value added tax, that have been issued by STRONG must be paid promptly on or after the invoice date without deduction and free from charges. For services relating to goods, the delivered goods shall remain the property of STRONG until payment has been made in full by the Purchaser. If the goods are to be forwarded to third parties, the Purchaser shall draw the attention of these third parties to this fact.
- 6.2. For orders that encompass several units (e.g. training courses and partial deliveries, STRONG shall be entitled to invoice each individual unit or partial service after delivery or performance.
- 6.3. Compliance with the agreed payment deadlines forms an important condition for the further execution of the delivery or performance of contract by STRONG. If payment (including payment of partial invoices and on-account payments) is more than 2 (two) weeks late, STRONG shall be entitled, after a single reminder and the granting of an extension of 1 (one) week, to suspend on-going work and to withdraw from the contract.
- 6.4. The Purchaser is not entitled to withhold payments due to the incomplete rendering of services, claims under guarantee or warranty, or defects.
- 6.5. The offsetting of claims of STRONG with counterclaims of the Purchaser is hereby expressly excluded unless STRONG has acknowledged the counterclaim. The Purchaser's right of retention shall be limited to these recognised counterclaims.
- 6.6. In the event of late payment, STRONG shall be entitled to charge the Purchaser for all expenses and costs arising as well as late payment interest in the amount of 8% above the prevailing bank rate. In the event of late payment despite a reminder, STRONG shall be entitled to demand that the Purchaser pay the dunning and collection costs required for the purposeful pursuit of rights for the debt collection agencies and lawyers engaged by STRONG. For debt collection agencies, these are based on the statutory calculation rates of the debt collection agency; for lawyers in accordance with the Austrian Law on Legal Tariffs (Rechtsanwaltstarifgesetz). If STRONG

performs the dunning itself, the Purchaser undertakes to pay an amount of EUR 10.00 per reminder issued.

- 6.7. If the Purchaser does not accept the delivery that was delivered within the delivery period, STRONG has the right to invoice all shipping and return delivery costs incurred.

7. Liability

- 7.1. Any liability of STRONG is in principle limited to such damage which can be proven to have been caused intentionally by or at least with the gross negligence of STRONG. The amount of liability per instance of damage shall be limited to a total of EUR 10,000.00 subject to a maximum of EUR 100,000.00 per calendar year. Liability for minor negligence is herewith expressly excluded. The limitation of liability in the area of fault does not apply to personal injury arising from consumer transactions. Further claims against STRONG, its employees or its agents of performance or supply, in particular claims for compensation due to delay, impossibility of service, positive breach of obligation, fault upon formation of contract as well as claims to the replacement of tangible damage, subsequential damage caused by defects, damage caused by disruption to operations, lost profit and lost savings as well as claims against STRONG due to claims brought against the Purchaser by third parties or due to unallowed action, are in each instance excluded unless based on intent or gross negligence.
- 7.2. All claims for compensation brought against STRONG, its employees or its agents of performance and supply must be notified in writing by registered letter within 3 (three) months of the damage event occurring or shall otherwise be forfeited.
- 7.3. STRONG shall not accept any liability for any loss of data during the inspection, any repair work required, other services or chargeable services. The Purchaser must ensure that the data saved on the respective equipment or data storage devices are backed up and that no sensitive data are saved on such equipment/devices.

7.4. These limitations of liability also apply in the event of conversion or any other retroactive abolition or suspension of the contract.

8. After Sales Service

8.1. In principle, the statutory warranty periods of the Austrian Corporation Code (UGB) and the Austrian General Civil Code (ABGB) apply to the deliveries or services performed by STRONG.

8.2. For consumers, the statutory warranty regulations of the ABGB in conjunction with the provision of the Customer Protection Act (KSchG) apply without limitation.

8.3. If the delivery or service is made or rendered directly to a consumer on behalf of an intermediary, the commercial obligation to notify defects shall apply. A right of recourse in the context of §933b ABGB only exists if the services rendered by the intermediary do not exceed the statutory requirements of the warranty, and shall, in principle, be excluded in the case of software or applications that are not individually produced.

8.4. The warranty period commences with the delivery of the goods or the rendering of the service and must be exercised within the statutory period in writing (e.g. by email), otherwise it will lapse.

8.5. If the Purchaser neglects to accept the contractual services for any reason other than for a significant defect that seriously limits or renders impossible the use of the contractual services, despite STRONG having declared its acceptance readiness, the contractual service shall be deemed accepted 4 (four) weeks after the aforementioned declaration. Complaints are only valid when they concern defects that occur repeatedly and are the responsibility of STRONG.

8.6. The warranty does not cover defects that are caused by improper operation, modified system components, the use of inappropriate organisational resources, non-standard operating conditions or system interventions by the Purchaser or third parties, or if adhesive labels or protective seals found on the purchased item have been damaged or removed by the Purchaser

or a third party. Also excluded from the warranty are wearing parts and accessories as well as repairs following unauthorised interventions by third parties. If the objects of the contract are used in combination with the equipment of third parties, function and performance faults will only be covered by the warranty when such faults occur without such a combination.

- 8.7. The costs of assistance and fault diagnosis as well as the remedying of faults and disruptions that are caused by the Purchaser, as well as other corrections, modifications and additions, shall be charged for and carried out by STRONG. Furthermore, STRONG shall be entitled to invoice charges for the inspection of a notified defect if this defect cannot be verified or the product-specific function is not impeded.
- 8.8. Returns for servicing are to be sent to the address specified by STRONG. The Purchaser must bear the costs of these. If STRONG or an instructed subcontractor is unable to establish the described defect or reason for making a claim under warranty, or the return is not made to the servicing address specified by STRONG, the Purchaser shall bear all costs incurred.
- 8.9. Returns for reasons other than servicing will not be accepted by STRONG if STRONG does not provide its duly signed consent. The Purchaser shall bear any and all costs this incurs.
- 8.10. If the object of the order concerns the modification of or addition to existing services of STRONG, the warranty shall only refer to this current contractual object. This shall not reinstate the warranty for the original service.
- 8.11. Obvious irregularities (typographical errors, mathematical errors, formal errors, etc.) in memoranda, minutes, operating instructions, calculations, brochures, on the websites of STRONG etc., may be corrected by STRONG at any time. Any claim to the rectification of such obvious defects is ruled out.
- 8.12. Guarantees that extend beyond the statutory warranty periods and obligations must be agreed in writing in each instance in order to obtain validity.

9. Right of withdrawal

- 9.1. If an agreed delivery/performance time of 12 (twelve) weeks has been exceeded due to the gross fault of STRONG, the Purchaser shall be entitled to withdraw from the respective order by means of registered letter if the agreed (partial) service has not rendered with an appropriate additional period to be set by the Purchaser (of at least a minimum of 2 (two) weeks) and the Purchaser is not held at fault.
- 9.2. Cancellations made by the Purchaser for a reason other than those mentioned in point 9.1. are only possible with the written consent of STRONG. If STRONG agrees to a cancellation and therefore a mutual dissolution of the contract, STRONG has the right to charge for the rendered services and incurred costs and a cancellation fee in the amount of 30% of the unbilled order value for the overall project.
- 9.3. If the Purchaser acts in a way that entitles STRONG to withdraw from the contract, STRONG shall in any event have the right to charge for the rendered services and the costs incurred up until the point of withdrawal and a fee in the amount of 30% of the unbilled order value of the overall project. This shall not affect any claims to compensation over and above this.

10. Right to withdraw for consumers under distance selling regulations

- 10.1. These special conditions of point 10 apply solely to Purchasers that are consumers in the context of the Consumer Protection Act (KSchG).
- 10.2. The customer who is a consumer in the context of the Consumer Protection Act (KSchG) may withdraw from a contract entered into under distance selling regulations (web shop, email, fax etc.) or a contract declaration issued under distance selling regulations in accordance with § 5e KSchG by granting a period of notice of 14 days after delivery, unless one of the exceptions to the right of withdrawal in accordance with § 5f KSchG (e.g.: software) applies. It is sufficient for the declaration to withdraw to be sent within the period of notice. The withdrawal period for

contracts concerning delivery of goods will expire after 14 days from the day on which the customer acquire, or a third party other than the carrier and indicated by the customer acquires, physical possession of the last ordered good, and for contracts for the rendering of services on the day of contract formation.

- 10.3. In case of withdrawal, full or partial reimbursement of the price will take place in stages in exchange for the return of the goods received by the Purchaser. The cost of returning the goods shall be at the expense of the Purchaser. This point shall be deemed agreed in accordance with § 5g sec. 2 KSchG.
- 10.4. The goods must be returned in an unused, resalable condition and in the original packaging. STRONG will charge an appropriate amount to cover the reduction in value for items that show indications of use or whose packaging has been damaged. The same applies if accessories or parts are missing when the goods are returned.
- 10.5. As soon as the software seal on software is broken, the software has been registered or copied, or a seal on the packaging of an authorisation card (e.g. Smartcard) has been broken or this has been used or registered for the first time, the right to return no longer exists as the software can no longer be sold according to § 5 pt. 4 KSchG.
- 10.6. If hardware and software components or authorisation cards are contained in a sealed package, and the software or authorisation card is not additionally protected by a further seal, all components of this packaging shall be considered a unit for which there is no right of return following the breakage of this seal.
- 10.7. STRONG shall be entitled to have the returned goods inspected by employees or instructed and authorised persons for completeness and any damage that could lead to a reduction in price prior to making any full or partial reimbursement of the purchase price. If a price reduction is required, the customer will be informed of the reasons for this price reduction within two weeks of the goods being received by STRONG. If STRONG does not inspect the returned goods within this period, the customer shall have a claim to a full refund of the purchase price.

11. Special conditions regarding the web shop

- 11.1. By placing an order, the Purchaser declares his agreement with the General Conditions of Business of STRONG and shall be bound by these.
- 11.2. The contract shall only come into effect with the explicit written acceptance of the order of the Purchaser by STRONG or through the actual execution of the service ordered by the Purchaser. The mere confirmation from STRONG regarding receipt of an order does not imply any acceptance and is solely intended to inform the Purchaser.
- 11.3. STRONG is explicitly at liberty to accept or reject an order within 14 (fourteen) days of receipt. If STRONG rejects an order, it shall notify the purchaser of this in writing (by email, post, fax or other conceivable written form of communication). STRONG shall not be required to give any indication of its reasons of having rejected an order.
- 11.4. An order is accepted by sending an order confirmation within 14 (fourteen) days of the order by post, fax or email or immediately by despatching the ordered goods.
- 11.5. If neither an order confirmation nor the ordered goods have been dispatched to the purchaser within 14 (fourteen) days, the commitment period of the customer shall expire and the order shall lapse.
- 11.6. Holding the goods ready at an agreed point of sale is equivalent to the despatching of the goods.
- 11.7. If the ability to deliver the goods or messages to the address indicated by the Purchaser should be incorrect or change, the inability to deliver the goods or messages shall not be the responsibility of STRONG. Any additional costs incurred in this regard shall be borne by the Purchaser.
- 11.8. In principle, the price for the ordered goods shall be agreed as the price indicated in the web shop at the time the customer's order is effectively actioned and in the confirmation email. Should

these differ from one another and the confirmation email does not contain any obvious errors, the price which has been indicated therein shall apply.

- 11.9. Should the prices in the web shop or in the confirmation email be changed by a third party without the knowledge or approval of STRONG, the prices that were listed prior to the change shall apply. In this case, STRONG undertakes to notify the customers affected by this immediately after becoming aware of such a change.
- 11.10. The prices indicated in the web shop are inclusive of statutory value added tax but exclusive of shipping costs, duties, etc., unless otherwise agreed with the individual Purchaser in advance. However, the shipping costs, where known, will be indicated on the order form and in the confirmation email and shall therefore be deemed approved by the customer.
- 11.11. If the ordered goods are in stock, STRONG shall forward them to the responsible courier service or hold them for collection by the Purchaser on workdays within 48 hours of being ordered or upon receipt of payment when payment has been made in advance. If STRONG is unable to fulfil the order – for example, due to non-availability of the goods – the customer shall be notified without delay. However, claims of the customer arising from the inability of STRONG to fulfil the contract are ruled out.

12. Targeted solicitation

The Purchaser undertakes for the duration of the contract and for a further period of 12 (twelve) months not to directly or indirectly target any employees of STRONG for hire without the prior permission of STRONG. This also applies to the targeted solicitation of subcontractors or their employees by the Purchaser. In the event of non-compliance with this condition, the Purchaser undertakes to pay STRONG a conventional penalty in the amount of EUR 50,000.00 which shall not be eligible for a reduction by court order.

13. Copyright

- 13.1. The Purchaser herewith assures that the works made available by him for the rendering of contractual service are not subject to copyright or other rights.
- 13.2. The Purchaser may, with the exception of contractual services intended explicitly for resale or forwarding after payment, only use such works for his own purposes, whereby the use of the results for companies in which the Purchaser has a significant vested interest shall require a separate written agreement between the Purchaser and STRONG. Moreover, all rights of use applying to all types of usage remain with STRONG.
- 13.3. Any other unauthorised forwarding of contractual services, training concepts or training documents of STRONG in any legal form whatsoever, as well as short-term provision for the manufacture of reproductions, shall entitle STRONG to withdraw from the contract and to bring claims for compensation for which a full refund shall always be paid, even in the event of minor negligence.
- 13.4. The forwarding of services or products of STRONG to resellers outside Austria or the territory of the country in which the service of STRONG was rendered is strictly prohibited without the prior written consent of STRONG.
- 13.5. The use of logos or images of STRONG, employees of STRONG or of products delivered or services rendered by STRONG, for example for advertising purposes, may only take place upon presentation of the corresponding draft and the obtaining of permission from the Marketing department of STRONG. The corresponding conditions of use for the logos or images of STRONG must also be obtained via the Marketing department of STRONG.

14. Data protection

- 14.1. STRONG is providing every effort to keep the number of required data of our clients, customers and suppliers to a minimum and to use it only for intended purposes agreed upon with the subject or for mutual fulfilment of the contract.
- 14.2. STRONG expressly points out that the data provided by the client, customers and / or suppliers are stored electronically as long as this is required by law.
- 14.3. The personal data such as name, title, address, telephone and fax numbers and other information required for addressing, resulting from modern communication techniques (e.g.: email address or website), delivery and billing addresses, commercial register data, the VAT number, the subject of the service and the corresponding data of the respective contact persons and authorized signatories of the client, customers and / or suppliers as well as granted credit limits and any reminders are processed and stored by STRONG for the purpose of accounting and logistics until the expiry of the warranty, statute of limitations and statutory retention period, beyond until the termination of possible legal disputes.
- 14.4. The necessary data for the fulfilment of the order and the contract can be forwarded to our logistics partners, customer service partners, tax consultants, fiscal representatives, auditors, banks and credit insurers as well as in the course of web shop orders to our payment service provider.
- 14.5. For orders via our web shop, the payment process takes place via a payment service provider. STRONG therefore does not receive or store any credit card or other bank details. However, in order to complete the order after completing the payment process, STRONG is using HTTP cookies which are stored on your computer.
- 14.6. If authorities or courts expressly request relevant data from our clients, customers and / or suppliers and this request complies with the relevant statutory laws, we have to forward the requested data, too.

- 14.7. In addition, it should be noted that within the Group our parent companies may have access to data of clients, customers and / or suppliers for controlling purposes only.
- 14.8. In case STRONG has to forward the data of our clients, customers and / or suppliers to collection agencies, lawyers and the responsible judicial bodies for the purpose of collecting our claims, this forwarding is justified according Art. 6 Para. 1(f) GDPR pursuing our legitimate interests.
- 14.9. After his or her explicit consent STRONG will use the data of clients, customers and / or suppliers only for sending of marketing materials, product support or other service information. In addition, our business partners are only mentioned as such to other customers, media and other third parties when clients, customers and / or suppliers have explicitly agreed to it beforehand. However, consent to the above points may be objected in writing (for example by email) at any time.
- 14.10. Clients, customers and / or suppliers are obliged to announce changes of their residential or business address as well as changes of contact persons to STRONG, as long as the contractual transaction is not completely mutually fulfilled. If the information is omitted, statements shall be deemed as received even if they were sent to the last known address or the last known contact person.
- 14.11. Of course, a natural person is also entitled after clear identification of her or his identity to view her or his personal data stored and processed by STRONG, to cause changes in his or her data, to learn the source of this data, as long as this information does not violate any rights deserving protection of any third parties, and to determine the erasure of her or his own data, if this does not contradict any statutory storage requirements.
- 14.12. STRONG takes all technically and economically reasonable measures to protect stored data against any unauthorized access. Insofar as STRONG is not intentionally or grossly negligent disregarding their care, the assertion of claims for damages of legal persons is excluded.

15. Initiation of bankruptcy proceedings over the assets or estate of the customer/Purchaser

15.1. The initiation of bankruptcy proceedings over the assets of the Purchaser shall terminate the contractual relationship. However, the liquidator can continue the contractual relationship until legal annulment of the bankruptcy. In this case, however, he must submit a written application in this regard, indicating a personal declaration of liability for all payments and claims for compensation that arise after the initiation of bankruptcy proceedings, or by paying an appropriate security or deposit within 6 (six) working days of the initiation of bankruptcy proceedings, whereby Saturday, Good Friday and 24 and 31 December shall not be considered as working days. If a liquidator has not been appointed, the Purchaser can propose in writing to continue the contractual relationship by paying an appropriate security or deposit within the same period.

15.2. The legal successors of the Purchaser are required to notify STRONG of the death of the Purchaser without delay. If a third party does not apply to enter into the contractual relationship within 2 (two) weeks after STRONG has been notified of the death of the Purchaser, the contractual relationship shall end upon the death of the Purchaser. The estate and heirs shall be liable for payments incurred between the time of death of the Purchaser and the notification of the death by STRONG without prejudice to other conditions.

16. Final provisions

16.1. The Purchaser shall be entitled to transfer the rights and obligations under the contractual relationship to third parties only with the written consent of STRONG. If the Purchaser transfers rights and obligations under the contract to third parties without STRONG having given its consent, the third party shall be jointly liable with the Purchaser, who is liable under contract law, for requests for payment and claims for compensation from the date of acceptance on the basis of the principles of unjust enrichment.

- 16.2. STRONG and the Purchaser agree not to disclose details of the contact or confidential information regarding technical, business and operational matters. The non-disclosure obligation shall remain in force after termination of the contract. It shall exist for as long as the object of non-disclosure has not been otherwise disclosed.
- 16.3. If any clause of this contract should be or become invalid, it shall not affect the validity of the remaining clauses. The invalid clause must be replaced by a clause that most closely corresponds to the economic purpose of the contract.
- 16.4. The contract shall be governed exclusively by Austrian law and also in exclusion of the United Nations Convention on the International Sale of Goods as well as subsequent referrals to international private and procedural law. Where not modified by these regulations, the legal regulations of Austrian law used between business persons in the context of §1 UGB shall also apply when this contract is executed and commissioned abroad.
- 16.5. STRONG assumes that agreements entered into with the Purchaser will not lead to the level of judicial dispute. Nevertheless, should disputes arise, the competent court of law of the first Viennese district shall have jurisdiction in the absence of any compulsory place of jurisdiction.
- 16.6. The General Terms and Conditions of STRONG and any modification of the same are published on the internet at www.strong.tv and will be sent to the Purchaser upon request.
- 16.7. If the General Terms and Conditions of STRONG Ges.m.b.H. become translated into other languages, such translations shall only be used for the purposes of making them easier for the Purchaser to understand. The German-language version of the General Terms and Conditions shall, however, remain the only authentic version of the General Terms and Conditions and is the only version that may be used for the purposes of interpreting disputes.