



General Terms and Conditions

1. Scope and Conclusion of Contract

- 1.1 The Austrian Space Forum (hereinafter referred to as "OeWF") provides services and activities to natural and legal persons (hereinafter referred to as "Client"), irrespective of whether they are private individuals, organizations, companies, or public institutions, exclusively on the basis of the following General Terms and Conditions (GTC). These shall apply to all legal relationships between the OeWF and the Client, even if not expressly referred to.
- 1.2 The version of the GTC valid at the time of conclusion of the contract shall be applicable. Deviations from these GTC, as well as any supplementary agreements with the Client, shall only be valid if confirmed in writing by the OeWF.
- 1.3 Any general terms and conditions of the Client shall not be accepted—even if known—unless expressly and in writing agreed otherwise in the individual case.
- 1.4 Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions or of contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes closest to the meaning and purpose of the invalid provision.
- 1.5 Offers made by the OeWF shall be valid for 14 days unless otherwise stated in the offer.

2. Cancellation of Events

In the event of a cancellation of an event, the following cancellation fees shall apply:

- **0%** – from the time of booking up to 4 weeks before the start of the event
- **25%** – between 4 and 2 weeks before the start of the event
- **50%** – up to 7 days before the start of the event
- **100%** – within 2 days before the start of the event

In case of late or omitted cancellation, the OeWF reserves the right to charge the Client the full agreed amount.

If event dates are cancelled or can only be carried out in part, the Client shall have no claim to damages or reduction of services. This particularly applies in cases beyond the responsibility of the OeWF, as well as in cases where event dates must be cancelled or terminated early due to force majeure, or in order to ensure the safety of visitors and staff.



3. Scope of Services, Execution of Orders and Duties of the Client

- 3.1 The scope of services to be rendered shall be determined by the offer documents or by any order confirmation issued by the OeWF. Subsequent changes to the scope of services require the written confirmation of the OeWF. Within the framework set by the Client, the OeWF shall retain full discretion in the manner of fulfilling the assignment.
- 3.2 The Client shall provide the OeWF, in a timely and complete manner, with all information and documents necessary for the performance of the services. The Client shall inform the OeWF of all circumstances that may be of relevance to the execution of the assignment, even if such circumstances become known only during the course of the assignment. The Client shall bear any additional costs incurred as a result of incorrect, incomplete, or subsequently altered information requiring the OeWF to repeat or delay its work.
- 3.3 Furthermore, the Client is obliged to examine all materials provided to the OeWF (such as photos, logos, etc.) for potential copyrights, trademarks, designations, or any other third-party rights (rights clearance) and guarantees that such materials are free of third-party rights and may therefore be used for the intended purpose. The OeWF shall not be liable—in cases of slight negligence or after fulfilling its duty to warn—for any infringement of such third-party rights by materials supplied by the Client, at least in the internal relationship with the Client. Should the OeWF be held liable by a third party due to such an infringement, the Client shall indemnify and hold the OeWF harmless, and shall reimburse all disadvantages arising from third-party claims, including the costs of appropriate legal representation. The Client undertakes to support the OeWF in defending against such claims and shall provide all relevant documents without being requested to do so.

4. Third-Party Services / Engagement of Subcontractors

- 4.1 The OeWF shall be entitled, at its sole discretion, to perform the services itself, to engage qualified third parties as agents in the provision of contractual services, and/or to substitute such services (“Third-Party Services”).
- 4.2 The engagement of third parties within the scope of Third-Party Services shall be carried out either in the name of the OeWF or in the name of the Client. The OeWF shall carefully select such third parties and ensure that they possess the necessary professional qualifications.
- 4.3 Where the OeWF commissions necessary or agreed Third-Party Services, such contractors shall not be considered vicarious agents of the OeWF.
- 4.4 The Client shall assume obligations towards third parties that extend beyond the term of the contract. This shall expressly apply in the event of termination of the contract for cause.



5. Deadlines

- 5.1 Any delivery or performance dates specified shall be considered approximate and non-binding unless expressly agreed in writing as binding. Binding delivery dates must be recorded in writing or confirmed in writing by the OeWF.
- 5.2 If delivery or performance by the OeWF is delayed due to circumstances beyond its control—such as force majeure or other unforeseeable events that cannot be prevented with reasonable means—its obligations to perform shall be suspended for the duration and scope of the hindrance, and the deadlines shall be extended accordingly. If such delays exceed two months, both the Client and the OeWF shall be entitled to withdraw from the contract.
- 5.3 If the OeWF is in default, the Client may only withdraw from the contract after granting the OeWF a written grace period of at least 14 days, which has expired without result. Claims for damages by the Client due to non-performance or delay are excluded, unless intent or gross negligence can be proven.

6. Premature Termination

- 6.1 The OeWF shall be entitled to terminate the contract with immediate effect for cause. Good cause shall in particular exist if:
- the performance of services becomes impossible for reasons attributable to the Client, or is further delayed despite the granting of a 14-day grace period;
 - the Client, despite written warning and a 14-day grace period, continues to breach material obligations under this contract, such as payment of an invoiced amount or cooperation duties;
 - justified concerns regarding the Client's creditworthiness exist and, upon request by the OeWF, the Client neither makes advance payments nor provides adequate security prior to performance by the OeWF.
- 6.2 The Client shall be entitled to terminate the contract without notice for cause. Good cause shall in particular exist if the OeWF, despite written warning and the granting of a reasonable grace period of at least 14 days to remedy the breach, continues to violate material obligations under this contract.

7. Remuneration

- 7.1 Unless otherwise agreed, the OeWF shall be entitled to remuneration for each individual service as soon as such service has been rendered.



- 7.2 In the absence of an individual agreement, the OeWF shall be entitled to remuneration at the customary market rate for the services rendered and the transfer of any copyright or trademark-related usage rights.
- 7.3 All services provided by the OeWF that are not expressly covered by the agreed remuneration shall be invoiced separately. Any cash expenses incurred by the OeWF shall be reimbursed by the Client.
- 7.4 Cost estimates provided by the OeWF are non-binding. If it becomes foreseeable that actual costs will exceed the written estimate by more than 15%, the OeWF shall notify the Client of the higher costs. Such cost overrun shall be deemed approved by the Client unless the Client objects in writing within three business days of receiving the notice. If the cost overrun amounts to up to 15%, no separate notification shall be required; such overrun is deemed pre-approved by the Client.
- 7.5 If the Client unilaterally amends or discontinues commissioned work without the involvement of the OeWF—regardless of ongoing support otherwise provided—the Client shall compensate the OeWF for services rendered in accordance with the agreed remuneration and reimburse all costs incurred. Unless termination is due to grossly negligent or intentional breach of duty by the OeWF, the Client shall further reimburse the OeWF the full remuneration agreed for the assignment. The right of set-off under § 1168 ABGB shall be excluded. Furthermore, the Client shall indemnify and hold the OeWF harmless against any claims by third parties, in particular OeWF subcontractors. Payment of remuneration does not entitle the Client to any usage rights to work already performed; unexecuted concepts, drafts, and other documents shall be promptly returned to the OeWF.

8. Payment, Retention of Title

- 8.1 Invoices are payable immediately upon receipt and without deduction, unless special payment terms have been expressly agreed in writing in individual cases. This also applies to the recharging of all cash expenses and other costs. Goods delivered by the OeWF remain the property of the OeWF until full payment of the remuneration, including all ancillary claims, has been made.
- 8.2 In the event of payment default by the Client, statutory default interest shall apply at the rate applicable to commercial or consumer transactions. Furthermore, in the event of default, the Client undertakes to reimburse the OeWF for any reminder and collection costs incurred, insofar as these are necessary for the appropriate legal pursuit of claims. This includes, in particular, the costs of two reminder letters at a market-standard rate (currently at least €25.00 per reminder) as well as one reminder letter issued by a lawyer engaged for collection. The assertion of further rights and claims remains unaffected.



- 8.3 In the event of the Client's payment default, the OeWF shall be entitled to declare all services and partial services provided under other contracts with the Client immediately due and payable.
- 8.4 Furthermore, the OeWF shall not be obliged to render further services until the outstanding amount has been settled (right of retention). The Client's obligation to pay remuneration remains unaffected.
- 8.5 If payment in instalments has been agreed, the OeWF reserves the right to demand immediate payment of the entire outstanding debt (loss of term) in the event of non-timely payment of instalments or ancillary claims.
- 8.6 The Client shall not be entitled to offset its own claims against claims of the OeWF, unless such claims have been expressly acknowledged in writing by the OeWF or have been legally established by a court.

9. Ownership and Copyright

- 9.1 All services provided by the OeWF, including those contained in presentations (e.g., suggestions, ideas, sketches, preliminary drafts, scribbles, final drawings, concepts, texts, videos, negatives, slides), including individual parts thereof, as well as individual workpieces and original designs, shall remain the property of the OeWF and may be reclaimed by the OeWF at any time—particularly upon termination of the contractual relationship. By paying the remuneration, the Client acquires the right to use the work for the agreed purpose only. Acquisition of usage and exploitation rights to OeWF services is always conditional upon full payment of the remuneration invoiced by the OeWF. Any use of OeWF services by the Client prior to this point is based on a loan arrangement revocable at any time.
- 9.2 Modifications or adaptations of OeWF services, including further development by the Client or by third parties engaged by the Client, are only permitted with the express consent of the OeWF and—if the services are protected by copyright—of the author.
- 9.3 Any use of OeWF services beyond the originally agreed purpose and scope requires the consent of the OeWF, irrespective of whether such services are copyrighted. The OeWF and the author shall be entitled to separate reasonable remuneration for such use.
- 9.4 For the use of OeWF services or advertising materials for which the OeWF has prepared conceptual or design templates, consent of the OeWF is also required after the expiry of the contract, irrespective of whether such services are protected by copyright.
- 9.5 The Client shall be liable for any unauthorized use of OeWF services at double the amount of reasonable remuneration for such use.



10. Labelling / References

10.1 The OeWF shall be entitled to indicate its involvement and, where applicable, the author on all advertising materials and in all promotional activities, without the Client being entitled to any remuneration for this.

10.2 Subject to the Client's right to revoke in writing at any time, the OeWF shall be entitled to refer to the existing or former business relationship with the Client (reference) on its own promotional media, in particular on its website, including the Client's name and company logo.

11. Warranty

11.1 The Client shall notify any defects in writing without delay—no later than eight days after delivery/performance, and hidden defects within eight days of discovery—describing the defect. Otherwise, the service shall be deemed approved. In such case, claims for warranty, damages, or rescission due to defects are excluded.

11.2 In the event of a justified and timely notice of defects, the Client shall be entitled to rectification or replacement of the delivery/performance by the OeWF. The OeWF shall remedy the defects within a reasonable period, provided the Client allows all necessary measures for inspection and defect rectification. The OeWF may refuse rectification if it is impossible or entails disproportionately high effort. In such cases, the Client shall have the statutory rights of rescission or reduction. If rectification is carried out, the Client shall bear the costs of returning the defective (physical) item.

11.3 It is the responsibility of the Client to verify the legal compliance of the services, in particular with regard to competition, trademark, copyright, and administrative law. The OeWF is only obliged to perform a general review of legal compliance. The OeWF shall not be liable for legal compliance in cases of slight negligence or if the Client has provided or approved the content, provided that the OeWF has fulfilled any duty to warn.

11.4 The warranty period is six months from delivery/performance. The Client's right of recourse against the OeWF under § 933b para. 1 ABGB expires one year after delivery/performance. The Client is not entitled to withhold payments due to complaints. The presumption rule under § 924 ABGB is excluded.

12. Liability and Product Liability

12.1 In cases of slight negligence, the OeWF and its employees, contractors, or other agents ("Personnel") shall not be liable for any property or financial damage to the Client, whether direct or indirect, including lost profits, consequential damages, delay damages, impossibility, positive contractual breach, contractual preclusion, or incomplete or defective performance. The Client



bears the burden of proof for gross negligence. To the extent that liability of the OeWF is excluded or limited, this shall also apply to the personal liability of its “Personnel.”

12.2 Any liability of the OeWF for claims arising from services provided by the OeWF (e.g., advertising measures) against the Client is expressly excluded if the OeWF has fulfilled its duty to inform or if such duty was not discernible to it, whereby slight negligence shall not affect this exclusion. In particular, the OeWF shall not be liable for litigation costs, the Client’s own legal fees, costs of publishing judgments, or any claims for damages or other claims of third parties; the Client shall indemnify and hold the OeWF harmless in this regard.

12.3 Claims for damages by the Client shall expire six months after knowledge of the damage; in any case, three years after the OeWF’s breach. Claims for damages shall be limited in amount to the net value of the contract.

13. Data Protection

13.1 The Client agrees that their personal data—namely name/company, profession, date of birth, company registration number, authorizations, contact person, business address and other addresses, telephone number, fax number, email address, bank account details, credit card information, VAT number—may be collected, stored, and processed using automated means for the purposes of fulfilling the contract and servicing the Client, as well as for OeWF’s own marketing purposes, information exchange, or similar purposes, such as sending offers, promotional brochures, and newsletters (in paper or electronic form) and for referencing the existing or former business relationship with the Client (reference notice).

13.2 The Client agrees to receive electronic communications for marketing purposes until revocation.

13.3 This consent may be revoked at any time in writing via email, fax or letter sent to the contact details provided at the beginning of these GTC.

14. Applicable Law

The contract, as well as all mutual rights, obligations, and claims arising between the OeWF and the Client, shall be governed by Austrian substantive law, excluding its conflict-of-law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).



ÖSTERREICHISCHES WELTRAUM FORUM
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15. Official Permits

The Client shall obtain all official permits and third-party consents required for the execution of the event at their own expense. In particular, the Client is obliged to register the event with the competent event authority and obtain the necessary event venue permits. This also includes obtaining consent from attendees and participants allowing the OeWF to publish any photos taken during the event.

16. Place of Performance and Jurisdiction

16.1 The place of performance shall be the registered office of the OeWF; for events, the respective event location. In the case of delivery, risk shall pass to the Client as soon as the OeWF hands over the goods to the carrier of its choice.

16.2 The court having jurisdiction over the registered office of the OeWF shall have exclusive jurisdiction for all legal disputes arising between the OeWF and the Client in connection with this contractual relationship. Notwithstanding this, the OeWF shall also be entitled to sue the Client at its general place of jurisdiction.

16.3 Whenever references to natural persons in this contract are expressed in the masculine form, they shall apply equally to all genders. When applied to specific natural persons, the respective gender-specific form shall be used.