

General Terms of Business, Delivery and Assembly Conditions Stage Design

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These General Terms of Business are only applicable with respect to:

0.1 natural persons and juristic persons who upon conclusion of the contract perform their commercial and/or independent professional activity and

0.2 juristic persons under public law or publicly legal separate assets.

These general Terms of Business and assembly conditions are applicable subject to other express, written agreements individual to the contract. In the absence of any other express, written agreements individual to the contract, Papertown will not be responsible for ensuring that the hardware of the delivery product is compatible with existing installation parts of the customer or for providing consultation for the customer in this respect or any other concerning the suitability and usability of the delivery product for the customer.

1. General

1.1 All deliveries, services and assembly work are based not only upon any written agreements individual to the contract but also upon these General Terms of Business and assembly conditions. Any deviating and/or supplementary purchasing, assembly conditions and/or Terms of Business of the customer shall also not become part of the contract due to the acceptance of an order by Papertown, unless the validity thereof is expressly agreed in writing by Papertown. In the absence of a specific agreement, a contract is validated by Papertown's written confirmation of an order.

1.2 Papertown reserves the right of ownership and copyright of samples, estimates, drawings and similar information of a material and immaterial nature also in an electronic format; access to this information must not be afforded to third parties. Papertown is obliged not to afford third parties access to information and documents identified by the customer as confidential unless otherwise agreed by the customer.

1.3 Papertown quotations are subject to alteration. Within reason, Papertown reserves the right to undertake technical modifications and deviations in shape, colour and/or weight.

1.4 Contracts are only concluded by Papertown subject to the accurate and punctual receipt of delivery from Papertown's own suppliers. However, this only applies in the event that the late inwards delivery or non-delivery is not the fault of Papertown, and also in the event of congruent covering transactions between Papertown and the Papertown-supplier. In such cases, the customer shall be informed immediately regarding the non-availability of the delivery, the payment will be refunded without delay.

2. Price and payment

2.1 In the absence of any specific agreement, the prices include the production. The respective legal level of VAT is added to the prices.

2.2 In the absence of any specific agreement, payment is to be effected without any deduction to the Papertown account, and furthermore:

2.2.1 at a level of 70% deposit upon receipt of the order confirmation,

2.2.2 then 30% as soon as the full service has been delivered, upon receipt of the invoice

2.3 The customer is only entitled to withhold payments or to set off debts with counterclaims if their counterclaims are established in an indisputable or legally valid manner.

2.4 In the event of a payment default, the customer must calculate interest on the financial debt at the rate of interest set down by law. However, Papertown reserves the right where appropriate to furnish evidence of and assert higher damages caused by default.

3. Delivery time, delay in delivery

3.1 The delivery time is established by the agreements reached between the contractual parties. The observance of delivery times by Papertown is subject to the prerequisite that all commercial and technical questions are clarified between the contractual parties and the customer has fulfilled all incumbent obligations, e.g. the production of the required official certificates and/or authorisations and/or the payment of a deposit. If this is not the case, then the delivery time will be extended accordingly. This does not apply if Papertown is responsible for the delay.

3.2 The observance of the delivery deadline is subject to the accurate and punctual inwards delivery of goods. The supplier shall provide notification as soon as possible of any delays which become apparent.

3.3 The delivery deadline is met if the delivery product has been despatched from the Papertown design studio by the date of expiry of said deadline or if an announcement is made indicating that the goods are ready for despatch.

3.4 If the shipment of the delivery product is delayed for reasons attributable to the customer, then the customer shall bear the costs arising from the delay commencing one month after the announcement indicating that the goods are ready for despatch

3.5 If the delivery time is not met for reasons of force majeure or other eventualities beyond the control of Papertown, then the delivery time will be extended accordingly. Papertown will inform the customer as soon as possible of the commencement and end of such circumstances.

3.6 The customer is able to withdraw from the contract without setting a deadline if Papertown is unable to fulfil the service prior to the transfer of risk. Furthermore, the customer is able to withdraw from the contract if in the case of an order it is not possible to execute a part of the delivery and if the customer has a justified interest in refusing the partial delivery. If this is not

the case, then the customer must pay the contractual price allocated to the partial delivery. The same applies in the event of incapacity on the part of Papertown. Section 7.2 also applies. Should this incapability or incapacity arise during the default in taking delivery or if the customer is solely or primarily responsible for these circumstances, then the customer remains obliged to effect payment of the valuable consideration.

4. Transfer of risk

4.1 The risk is transferred to the customer, when the delivery product has left the design studio and also when partial deliveries are effected or Papertown has taken on other services, e.g. shipping costs or delivery and assembly.

4.2 Partial deliveries are permitted where deemed reasonable for the customer.

4.3 The risk is transferred back in case of a rental contract, once the disassembly process has begun by the disassembly team

5. Reservation of proprietary rights

5.1 Papertown reserves the right to ownership of the delivery product until all payments arising from the delivery contract have been received and all outstanding demands arising from the on-going business relationship have been met. Any maintenance work required has to be carried out regularly by the customer at their own cost and the customer must treat the delivery product with due care and attention.

5.2 The customer is entitled to sell on the delivery product in the ordinary course of business but is not entitled to pledge or to transfer ownership thereof to third parties for the provision of security. The customer shall then assign to Papertown all payments to the amount of the value of the invoice which the customer has accrued by the sale of the delivery products to third parties. Papertown hereby assumes the assignment. According to this assignment, the customer initially remains authorised to collect the payment. However, Papertown reserves the right to collect payment themselves, as soon as the customer does not duly fulfil their payment obligations with respect to Papertown and falls into arrears.

5.3 On the basis of the reservation of proprietary rights, Papertown is only able to reclaim the delivery product, if Papertown has withdrawn from the contract beforehand.

6. Claims for Defects

6.1 The customer must report obvious defects in writing within two weeks of receipt of the goods; otherwise the assertion of the claim for damages under the guarantee is excluded. However, the customer bears the full burden of proof for all claim requirements, particularly for the defect itself, for the point in time of the determination of the defect and for the promptness of the notification of defects.

6.2 Papertown compensates for defects of goods by improvement or replacement, initially at Papertown's discretion.

6.4 If the customer chooses to withdraw from the agreement due to a defect in title or quality following a failed attempt to remedy the defect, he is entitled to no further claim for damages relating to the defect. If the customer chooses to claim for damages, following a failed attempt to remedy the defect, the goods shall remain with the customer, if this is reasonable for him. The damage claim, insofar as it is not excluded under these General Terms of Business, is restricted to the difference between the purchase price and the value of the defective object. This does not apply if the damage relates to malicious breach of contract on the part of Papertown. For defects in quality and in title of the delivery excluding further claims – subject to Section 7 – Papertown provides the following guarantee:

6.5 Defects in quality

6.5.1 All of those parts, which as a result of a situation prior to the transfer of risk turn out to be deficient, are to be improved free of charge or are to be replaced without any deficiencies according to the discretion of Papertown. Papertown is to be informed immediately in writing when such deficiencies are established. Replaced parts become the property of Papertown.

6.5.2 Within the scope of the legal directives, the customer has a right to withdraw from the contract, if – under consideration of exceptions laid down by law – Papertown simply allows a corresponding deadline to pass which has been set for improving the products or for providing a replacement delivery arising from a defect in quality. If the deficiency in quality is not significant, then the customer only has the right to reduce the contractual price. In other circumstances, there is no right to reduce the contractual price.

Further claims are determined according to Section 7.2 of these conditions.

6.5.3 No responsibility is accepted in particular for the following cases: unsuitable or incorrect usage, erroneous assembly or commissioning by the customer or third parties, erroneous or negligent treatment, incorrect maintenance, unsuitable operating or electrical influences, corrosion, erosion, pitting and damage insofar as such damage is associated with ageing process of the parts used – unless they are the responsibility of the supplier.

6.5.4 If the customer or a third party does not improve the products appropriately, there is no liability on the part of Papertown for the consequences arising therefrom. The same applies to any modifications to the delivery product undertaken without the prior agreement of Papertown.

6.6 Defects in title

6.6.1 If the use of the delivery product leads to the infringement of commercial protective rights or copyright on a domestic level, Papertown will, at their own costs, acquire for the customer in essence the right for further usage or will modify the delivery product in a manner deemed reasonable for the customer, such that protective rights are no longer infringed. If this is not possible with respect to economically appropriate conditions or within an appropriate time period, the customer is entitled to withdraw from the contract. Under the stated conditions,

Papertown also has a right to withdraw from the contract. Furthermore, Papertown will release the customer from undisputed or legally established claims made by the relevant proprietors of the protective rights.

6.6.2 The obligations of Papertown as set forth in Section 6.6.1 are concluding subject to Section 7.4 in the event of an infringement of protective rights or copyright and are applicable only if

6.6.2.1 the customer informs Papertown immediately of any asserted infringements of protective rights or copyright,

6.6.2.2 the customer supports Papertown in the appropriate manner in defending the asserted claims or allows Papertown to carry out the modifications in accordance with Section 6.6.1,

6.6.2.3 Papertown decides on all of the defensive measures to be undertaken including out-of-court settlements,

6.6.2.4 the defect in title is not based upon an instruction by the customer, and

6.6.2.5 the legal infringement is not caused by virtue of the fact that the customer has altered the delivery product without proper authority or has used it in a manner not agreed within the scope of the contract.

7. Liability on the part of Papertown, exclusions to liability

7.1 If the customer is not able to use the delivery product as per the contractual agreement owing to a failing on the part of Papertown as a result of the failure to act or failure to act correctly on proposals or consultation undertaken before or after the conclusion of the contract or as a result of the infringement of other supplementary contractual obligations, in particular instructions for operation and maintenance of the delivery product, then the regulations of Sections 6 and 7.4 apply accordingly with the exclusion of further claims by the customer.

7.2 Upon consultation with Papertown, the customer has to provide the required time and opportunity to undertake all of the improvements and replacement deliveries deemed necessary by Papertown; otherwise Papertown is released from the liability for the consequences arising therefrom. Only in serious cases where operational security is at risk or for the purpose of defending against excessive damages, wherein Papertown is to be informed immediately, does the customer have the right to resolve the deficiency themselves or to achieve this using third parties and to demand from Papertown reimbursement of the costs incurred.

7.3 Of the direct costs arising from the improvements carried out or the replacement delivery, Papertown shall bear the costs of the replacement part including shipment if the complaint turns out to be justified. Papertown shall also bear the costs of the removal and installation and the costs for the necessary provision of fitters and support teams including travel costs within the bounds of necessity and insofar as the improvement is not unreasonable for Papertown.

7.4 For damages which have not occurred directly on the delivery and/or assembly product

itself Papertown shall only take responsibility – whatever the legal reasons – in the following cases according to the following conditions:

7.4.1 intent,

7.4.2 gross negligence of the owners,

7.4.3 injury to life, body, health owing to negligence,

7.4.4 deficiencies which Papertown has malevolently concealed or which Papertown has guaranteed should not exist,

7.4.5 deficiencies in the delivery product, insofar as liability is assumed according to product liability law for personal and material damages to privately utilised objects; however, for the culpable infringement of fundamental contractual obligations Papertown shall – even in the case of gross negligence of non-executives and in the event of inconsequential negligence – in the case of culpable infringement of important contractual obligations (cardinal obligations) – only take responsibility in these cases limited to the damage which is deemed to be within the scope of

the contract and can reasonably be predicted.

7.5 Unless the compulsory legal liability of Papertown is prescribed, this liability on the part of Papertown is not applicable, if the customer infringes subsequently cited obligations.

8. Assembly and disassembly conditions

The following terms also apply in addition to the above terms:

8.1 Assembly and disassembly price

8.1.1 The assembly and disassembly price is calculated on a time basis in accordance with Papertown assembly and disassembly rates valid at that time, unless a flat-rate price is expressly agreed.

8.1.2 The agreed sums do not include VAT which is also to be paid to Papertown at the level prescribed by law.

8.2 Cooperation of the customer

8.2.2 The customer must take the specific measures required to ensure the protection of persons and material assets at the assembly location. The customer must also inform the head of the assembly team about any specific safety directives in place, where these are significant to the assembly staff. The customer is to inform the assembly contractor of any contraventions of such safety directives committed by the assembly staff. For serious contraventions, the customer is entitled to refuse the offending party entry to the assembly site upon consultation with the head of the assembly team.

8.3 Technical assistance provided by the customer

8.3.1 The customer can require Papertown to provide technical assistance for an extra price set by Papertown, in particular:

8.3.1.1 to provide the necessary appropriate support team (light technicians and qualified work force) in the required number for the assembly and disassembly process and for the

required period of time; the support team must adhere to the instructions provided by the head of the assembly team.

8.3.1.2 to provide the required apparatus and heavy tools (e.g., portable Building tools) and the required commodities and materials (e.g. scaffold timbers, wedges, bases, plaster and sealing material).

8.3.1.3 to transport the assembly parts to the assembly location and from the assembly location back to the design studio

8.3.2 The customer must support at own costs technical assistance such as:

8.3.2.1 to provide heating, lighting, power including the necessary connections.

8.3.2.2 to provide the necessary, dry and lockable rooms for storing the tools and materials of the assembly staff.

8.3.2.3 to protect the assembly site and materials against damage of any type, to clean the assembly site.

8.3.2.4 to provide suitable, secure sitting rooms and working rooms (with heating, lighting and washing and sanitary facilities) and First Aid for the assembly staff.

8.4 Warranty claims

8.4.1 Upon official acceptance of the assembly, Papertown shall take responsibility for deficiencies in the assembly excluding all other claims by the customer notwithstanding No. 8.4.5 hereinafter and Section 7.4 such that it is the responsibility of the customer to resolve these deficiencies. The customer must inform Papertown immediately of any deficiency which has been discovered.

8.4.2 Papertown shall not be held responsible if the deficiency is not significant to the interests of the customer or is based upon a situation which is attributable to the customer.

8.4.3 For any modifications or commissioning work undertaken by the customer or third parties contrary to due procedure without authorisation by Papertown, Papertown shall not be held liable for the consequences arising therefrom. Only in serious cases of a risk to operational security and for the purpose of defending against excessive damages, wherein Papertown is to be informed immediately, or if Papertown has allowed an appropriate deadline to pass which has been set by the customer to resolve a deficiency, does the customer have the right

to resolve the deficiency themselves or to use third parties to do so and also have the right to demand from Papertown the reimbursement of the costs incurred.

8.4.4 Of the direct costs incurred as a result of resolving a deficiency, Papertown shall bear the costs of the replacement part including shipment if the complaint turns out to be justified.

8.4.5 If – under consideration of the exceptions laid down by law – Papertown simply allows an appropriate deadline set for the removal of the deficiency to pass, then within the scope of the legal directives the customer has a right to a reduction in price. The customer's right to a reduction in price also applies in other cases where there is a failure to eliminate the deficiency. Only when the assembly can be shown to be of no interest to the customer despite

the reduction in price, is the customer able to withdraw from the contract.

8.5 Compensation provision by the customer

If through no fault of Papertown the installation or tools supplied by Papertown are damaged at the assembly site or they are lost through no fault of Papertown, then the customer is obliged to compensate for these damages. Damages which are caused by normal wear and tear are excluded.

9. Statutory limitation

9.1 All claims made by the customer – for whatever legal reasons – become statute-barred in 12 months. The deadlines laid down by law apply to claims for compensation in accordance with Section 7.4.1 to 7.4.5. They also apply for deficiencies in a structure or for delivery products which have been utilised according to their conventional mode of usage for a structure and have caused the deficiency in said structure.

10. Applicable law, place of jurisdiction

10.1 For all legal relationships between Papertown and the customer, the Austrian which is definitive for the legal relationships between parties within the country applies exclusively; the provisions of the UN Purchasing Law are not applicable.

10.2 The place of jurisdiction is the court competent for the registered office of Papertown. However, Papertown is entitled if they so wish to instigate legal proceedings at the court competent in the area in which the customer's headquarters are situated.