



GENERAL TERMS AND CONDITIONS (GTC) re*creation February 1, 2024

I. Preface

1. The following general terms and conditions (GTC) of re*creation Dr. Renate Stelzl (re*creation), Awarenweg 2, 5081 Anif, are a binding part of the Contract between re*creation and the Client and apply to all services and deliveries which are offered and performed by re*creation as well as all related supplemental transactions and other services.
2. The Client is the Party who authorises the realisation of the Contract – orally or in written form -, even if the invoice is addressed to a third party; i.e., the Client is fully liable along with the third party for the invoiced amount. If an order is placed on behalf of and on the account of a third person, re*creation must be expressly informed of this circumstance. re*creation is not obliged to verify the competence of the negotiating party.
3. The GTC valid at the time the Contract is concluded will remain in effect for all subsequent orders.
4. Contradictory or, supplemental conditions or conditions that deviate from these GTC will not be accepted. This also applies in cases where re*creation does not expressly oppose these conditions.

II. Offer, estimates, Contract conclusion

1. Scope and conditions, updates and changes of contractual services as well as the fee result from the agreements between re*creation and the Client. A Contract between re*creation and the Client is concluded when the Client sends acceptance of a offer from re*creation. Offer and confirmation can be made via e-mail, mail or fax. All changes or amendments must be in textual form (written, via fax or e-mail).
2. Briefing: re*creation's work is based on the briefing provided by the Client. If the briefing is given orally the countersigned protocol becomes the binding basis for operations.
3. Estimates: In any case, re*creation must submit a calculation to the Client before starting the organisational work. The estimate will be prepared to the best of re*creation's knowledge and expertise; however, re*creation assumes no liability for its accuracy. re*creation's offers are non-binding and subject to change.
4. re*creation works solely as an agent. Contracts with suppliers will be concluded only between the supplier and the Client. The Client grants re*creation permission to place an order on behalf of the Client and on the Client's account (especially for legal transactions subject to public law, such as notifying the appropriate authorities of an event or acts subject to private law, renting of locations, concluding contracts with caterers and concluding contracts with artists, suppliers and subcontractors).
5. At the Client's request, re*creation will solicit bids from suitable suppliers for the fee agreed on in the Contract. If not otherwise stipulated, the choice of the supplier is the responsibility of the Client.
6. If services of suppliers are necessary for the performance of the Contract, re*creation will not be liable for the quality, punctuality, or costs of the services of these external suppliers.

III. Processing of orders

1. If re*creation develops a concept or does preparatory work with regard to a principal service (e.g., presentations, drafts, etc.) the Client may be billed for all of the related labour and materials expenditure even if the concept is not realised or if the Client delegates the realisation to a third party. The hourly rate is 98.00 Euros net. Remuneration of this expenditure in no way grants the Client rights to this work. Similarly, the Client is not authorised to use this work in any manner.
2. re*creation only performs event organisation services arranged with the Client in a specifically agreed on concept. re*creation will charge a reasonable fee for services above and beyond the scope of this concept provided no alternative agreement has been made. A reasonable fee for personnel costs will be at least the hourly rate agreed under Section III, paragraph 1.
3. The Client will provide re*creation with a binding budget for the realisation of the project in written form, via fax or e-mail, regardless of the concept or organisational fee.

Significant additional costs:

If the calculation is exceeded by more than 10% re*creation is obliged to inform the Client and must offer the Client suggestions for modifications required for carrying out the event, or rather what additional costs will be necessary. In this case, the Client must decide by an appropriate deadline whether the event will take place or not, which modifications will be implemented and which additional costs will be accepted. The decision must be communicated immediately to re*creation in writing, by fax or email. If the Client does not decide (in time) re*creation is entitled to cease its activities until the Client decides or to make only those modifications which have the least influence the character of the event. The Client cannot make any claims against re*creation for disadvantages incurred as a result of these modifications. s no claims

against re*creation.

Insignificant additional costs:

For additional, but inevitable costs up to 10% of the budget, a separate notice is not necessary. These costs can be invoiced without prior approval.

4. All deliveries, shipments, and return shipments will be made on the Client's account and at the Client's own risk.

IV. Cooperation

1. The Client will provide re*creation, in due time, with all the necessary documentation required to carry out the contract and will immediately inform re*creation of any circumstances or events which are, or could be, of significance in executing the contract, even when these first become apparent during the fulfilment of the contract.
2. The Client agrees to grant permissions in due time so that re*creation is not hindered in carrying out its work and is in a position to perform subsequent work without incurring additional costs and with no detriment to the quality of work. A permission is considered as being granted in due time when the date set by re*creation for the permission has not been exceeded.
3. Time delays for which re*creation is not responsible and which result in additional costs, will be recorded according to time and invoiced at the agreed rates.
4. A special right to withdraw from the contract exists for any delays which jeopardise the carrying out of the contract and which are not the fault of re*creation. The Client is liable for 100% of any third party costs incurred up to this point. The Client will be invoiced at the agreed rate for internal costs incurred up to this point.
5. The Client grants re*creation permission to name the Client as a reference, to make reference to completed projects and services, and for these to be made available for general publication.

V. Fees & Pricing

1. All prices listed in the offer/contract/estimate are net (excluding the VAT applicable at the time the Contract is concluded).
2. The amount of the fee is based on the parties' agreement. If no agreement has been made, the Client will pay a fee that is appropriate and customary in the trade and at least at the rate stated in Section III, paragraph 1.
3. Any benefits or monies received by re*creation from third parties during the performance of the contract will exclusively remain the property of re*creation and will not in any way reduce the fee due from the Client.

VI. Withdrawal/Cancellation

1. The Client is entitled to cancel the Contract at any time. In the event of early cancellation of a Contract with a fixed fee and without an important reason the following rules will apply:
 - cancellation up to 8 weeks before the order date: 40% of the contracted sum
 - cancellation up to 4 weeks before the order date: 80% of the contracted sum
 - afterwards: 100% of the contracted sumWhen a contracted sum is undetermined because the sum is to be calculated on an hourly basis, the contracted sum will be fixed at an estimated number of hours required for the whole contract. This estimate will be made on the basis of previous experience. The above cancellation rules will then apply. In such a case, re*creation would then no longer be liable for any further provision of services. Legal effect, and consequently the payment of fees, will take place at the latest when the Client states that the contracted services are no longer required, or when the circumstances make it obvious that the Client will no longer require the services of re*creation. Furthermore the Client releases re*creation from all obligations vis-à-vis third parties. The Client is liable for all third party costs in the event of a cancellation.
2. Cancellation or interruption of the activity/event due to force majeure: re*creation will retain advance payment made. Similarly, the work already done is to be paid. In particular, illness of artists or cancellations due to weather conditions are considered cases of force majeure. If an artist cannot fulfil his or her contract due to force majeure, re*creation will make efforts to engage an equivalent substitute although re*creation is not obliged to provide a replacement of equal value. In any case, no claims whatsoever can be made for compensation against re*creation.
3. If re*creation is in default of delivery the Client is entitled to cancel the Contract only when there has been gross negligence on the part re*creation and a reasonable period of grace, in writing, has been provided.
4. If the Client cancels the contract for an important reason, the Client must inform re*creation of this important reason in writing. Services which have been provided by re*creation up to cancellation of the contract, as well as any third party costs, are to be paid in full by the Client at the agreed fee. If no fee has been agreed, then a reasonable payment must be made by the Client (at least at the rate agreed in Section III, paragraph 1). If the important reasons for cancellation are the (partial) fault of the Client, then Section VI paragraph 1 will apply.
5. re*creation is entitled to cancel the Contract for important reasons and with immediate effect, especially in the following cases:
 - if the execution of services, the beginning or continuation of services due to reasons for which the Client

is responsible has become impossible or is further delayed despite a grace period notification
- if the Client refuses to make a preliminary payment or if partial payments are not made in due time or, the budgeted amounts, being part of the contractual agreement, have not been paid into the special account despite requests having been made for such.

- If insolvency proceedings are initiated on the assets of the Client or the Client enters into bankruptcy proceedings due to inability to pay.

In such cases, re*creation has a right to full remuneration less the costs resulting from early cancellation of the Contract. Third-party costs are to be paid by the Client.

6. re*creation also has the right to terminate the contract, within a reasonable period, using a statutory notice of termination. Furthermore, re*creation has the right at any time, and without stating its reasons, to transfer to a third party the contractual relationship, specific contractual rights (e.g. sub-authorisation) and obligations, or to be represented by a third party. In the event of a statutory notice of termination or transfer of contract, re*creation will inform the Client. re*creation then has the right to invoice the Client for services already provided at the agreed fee (or, in the case of a fixed contract fee, then a proportion of this according to the level of services provided). The Client will then be obliged to pay the invoice. Third-party costs are to be paid by the Client. If the contract, or specific obligations within the contract, is/are transferred to a third party, re*creation is no longer liable for the provision of those services by the third party. From the point of transfer, the Client may make requests or claims to the third party only.

VII. Conditions of payment

1. For fixed contract volumes (all-inclusive price):
 - 1st instalment: After Contract signing and subsequent billing, the Client is required to make an instalment of 40% of the contract sum.
 - 2nd instalment: An additional 40% of the contract sum must be transferred by 6 weeks before the performance/activity/event.
 - Final payment: The final payment must be transferred within 14 days after billing and after the fulfilment of Contract by re*creation.
2. The Client's payments are considered to be on time if they arrive on the account indicated on the invoice by the payment due date.
3. When payment has not been fixed because the sum is to be calculated at an hourly rate, re*creation has the right to provide interim invoices, at reasonable time intervals and at least at monthly intervals. Such interim invoice amounts are due at the date of invoicing and are to be paid within 14 days.
4. The Client is obliged to pay the full sum without any deductions. Payment by the Client is considered to have been made on time when the payment has been credited to the bank account identified within the invoice, and payment has been made within the terms of payment.
5. If the Client does not transfer the agreed instalment on time, re*creation is required to send a payment reminder by mail or e-mail, setting a 14-day deadline. If the Client lets the deadline pass without paying the full amount, re*creation is entitled to cancel the Contract in writing. In this case, re*creation is relieved of its obligation to provide any further services from the first payment default up until payment has been received. At this time, re*creation is required to transfer any documentation, concepts, etc., which have already been prepared to the Client, but only when full payment has been received.
6. If there is a delay of payment, re*creation is entitled to charge 10.00 Euros for each payment reminder. Furthermore, even in the absence of payment reminders, re*creation has the right to charge 10% p.a. interest for default. The Client is liable for all costs connected to the recovery of the debt. All payments made by the Client will be deducted from the oldest open debt.
7. If not explicitly stipulated, the Client is not entitled to offset their own claims against re*creation's claims. The Client has no right of retention.

VIII. Insurance

re*creation may be able to arrange, on the Client's behalf, appropriate third party insurance coverage for the event. The costs of such an insurance policy shall be invoiced to the Client.

IX. Liability/Guarantee

1. In general, re*creation is not liable for minor negligence or purely financial loss.
2. With regard to the procurement of artists, re*creation is not liable for the level of artistic quality of their performance.
3. If re*creation organises an event, re*creation is not liable for the success of this event, including but not limited to the number of guests in attendance or the amount of profit achieved. Likewise, re*creation is excluded from all liability if damages are caused by a guest or a participant during the event.
4. re*creation is not liable for defects or delayed fulfilment of contractual obligations if they are caused by force majeure or by reasons which are beyond re*creation's control or are the result of petty negligence.
5. Possible defects must be reported immediately and documented by the Client. A defect exists if the service done or the goods delivered do not have the usual or the explicitly stipulated features. The defect must already exist at the time of service provision or acceptance, respectively. The shifting of the burden of proof according to § 924 ABGB is excluded. The existence of a defect does not entitle the Client to correct the defect by himself or have it removed by a third person; rather the Client must give re*creation the opportunity to make improvement within a reasonable amount of time.

6. Compensation claims against re*creation are subject to a period of limitation of 3 months from acknowledgment of the actual damage or persons causing the damage, and, at the latest, 3 years from the provision of the service so long as any claim has not been judicially validated during this time. The shifting of the burden of proof under § 1298 S 1 and 2 ABGB (Civil Code) is not permitted.

X. Grant of rights

1. All documents and information of economic, financial or technical nature which the Client receives from re*creation must be treated confidentially, regardless of whether they are marked as confidential or not. They may only be copied or transferred to third parties with prior written permission of re*creation.
2. All services performed by re*creation including presentations (e.g., ideas, proposals, concepts, text drafts, programmes, documentation, etc.,...) and parts of such presentations remain the property of re*creation and may be reclaimed, especially after termination of the Contract or co-operation. By completely fulfilling all of these obligations the Client solely acquires the non-exclusive, non-transferable, non-licensable right to use the services and performances for the duration of the Contract and within the scope of the purpose outlined in the Contract.

XI. Reservation of title/ownership

Goods supplied remain the property of creation up until full payment has been received.

XII. Copyright, ancillary copyrights and trade mark law

re*creation is indemnified from claims made by third parties in the event that copyrights or ancillary copyrights are claimed as a result of using logos, pictures, texts, music etc. All licences, copyright fees, royalties and similar claims are to be paid by the Client. The Client absolves re*creation from all responsibilities and liabilities related hereto with re*creation being held indemnified and harmless.

XIII. Official organiser, charges & duties

1. The Client is the official organiser of the events, in particular vis-à-vis public authorities. The Client is directly liable for any taxes, charges, duties and copyright expenses arising from the event and indemnifies and holds re*creation harmless in this respect.
2. The amounts required for carrying out the event will be made available to re*creation by the Client at an agreed time. On written request, re*creation will open a separate account for such amounts.

XIV. Protection of data privacy

The Client is advised that personal data is recorded during performance of the Contract. The Client agrees that all personal data may be recorded automatically and processed as far as necessary to fulfil the Contract in accordance with the Austrian Telecommunications Act, including subsequent acts, and in conjunction with the Austrian Data Privacy Act, and the Client agrees that re*creation may use this data for the purposes of continuing development, requirements analyses and consultancy services provided to the Client, the improvement of solution proposals and offers, as well as direct marketing activities. The Client agrees to be contacted by re*creation for publicity purposes by telephone, email, SMS or fax. This agreement can be revoked at any time by the Client.

XV. Final provisions

1. The place of fulfilment is the registered office of re*creation, which is located in Salzburg, Austria.
2. It is agreed that any disputes arising out of this Contract and all current and future claims resulting from or in conjunction with this business relationship will be settled by the local, competent court in Austria. At its discretion, re*creation is authorised to consult a different court, i.e., the Contractual Partner's local, competent court.
3. Any legal relations between re*creation and the Client are exclusively governed by the laws of Austria with exclusion of its international principles on conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.
4. Inefficacy of individual terms: Should any of the provisions in these GTC be or become invalid, this will not affect the validity of the remaining provisions. In such a case the invalid provision will be replaced by the next valid provision which achieves the same economic purpose as originally intended. In this case the contracting parties undertake to agree in writing to such a provision (replacing an invalid provision with the next valid provision which achieves the same economic purpose) on request of one of the parties.
5. The terms and conditions are intended for legal transactions between commercial entities. For legal transactions with consumers, as understood in P.1 of the Austrian consumer protection act (iSd § 1 Abs 2 Z 2 KSchG idgF), the terms and conditions are only valid insofar as they do not contradict the regulations of the first part of this act.