

## 1 Contractual Basis

- 1.1 The following general terms and conditions of at-visions Informationstechnologie GmbH (short "AT-VISIONS", which is registered in the commercial register of the regional court in Eisenstadt and based in 7412 Wolfau, Gewerbepark 11 in Austria, applies from the 1st January 2010 for all contracts with the company and are legally binding.
- 1.2 AT-VISIONS is holder of all rights including the literary property, the One-Vision software program, which is a hotel TV software program, but not limited to all images, pictures, animations, video clips, audio clips, music, text and applets which are included in the software program. AT-VISIONS is owner of accompanying documents, copies of the software programs of the buyer with all buyer specifications and the user documentation, which is required for the usage and the source code.
- 1.3 Object of the contract which is arranged with AT-VISIONS is the concession of a limited right of use (including the service) of the software program and the essential and useful hardware which is necessary for using the software.
- 1.4 The general terms and conditions of AT-VISIONS are being made aware to new buyers with the offer. For buyers, who are in continued business relationships with AT-VISIONS, have to note that these terms and conditions are also valid for future concluded contracts.
- 1.5 Provided that the regulation content (single regulation) is not the same as the written arrangement with the buyer the general terms and conditions are subsidiary.
- 1.6 The terms and conditions are only valid for buyers if there is no conflict with the consumer protection law. AT-VISIONS reserves his right to negotiate with the buyer explicitly and to obtain approval that the terms and conditions can get content of contract fully after explicit consent of the buyer.
- 1.7 The Terms and Conditions are valid until cancellation.

## 2 Prices and Terms of Payment

- 2.1 Prices from offers and orders are in without a value added tax (VAT) if the business domicile of the buyer is in Austria.
- 2.2 Prices are in EURO and are always net prices (without any taxes from their home country) if buyers have their business domicile in an (EU-) foreign country.
- 2.3 All prices are variable prices and for the purpose of the ÖNORM A 2050. Cost increases which are valid for AT-VISIONS can be carried forward to buyers.
- 2.4 Provided that offers and orders are not including possible installation fulfilments explicitly AT-VISIONS is entitled to get a separately paying.

Installations are charged at an hourly rate of 100 EUR (plus VAT) per technician and the costs of materials and expenditure of time are taken as a basis.

Waiting periods and standstills of technicians, which are caused by the buyer or a third party which is imputable to the buyer, he has to pay 50 EUR hourly per technician.

- 2.5 Creative and consulting operations which are not included in the offer (particularly concepts or analysis) or which are ordered after the main performance are charged at an hourly rate of 150 EUR (plus VAT) per employee.
- 2.6 The buyer has to bear costs for board and lodging for the staff of AT-VISIONS if the meetings or the working operations are taking place in his premises.
- 2.7 Moreover the buyer has to bear the travel expenses of AT-VISIONS staff.

AT-VISIONS can decide whether the travel expenses can be charged with 0,68 EUR per kilometre or whether the buyer has to pay the actual expenditures per distance (e.g. costs for flight tickets and train tickets, car rental, taxi etc.). The distance is from the head office of AT-VISIONS to the business domicile of the buyer.

- 2.8 Expenses, which are caused by the buyer as a result of time shifting or cancellation of schedules, will be borne by the buyer.
- 2.9 For the travel distance the buyer has to bear 50% of the hourly rate per employee.
- 2.10 The buyer has to bear all mailing or shipping and handling costs (f.e. for hardware components).
- 2.11 For the overview of the reimbursement of costs AT-VISIONS has to receive 3 % of the totally amount for administration.
- 2.12 After accepting the offer the buyer has to make a deposit of 75 % of the totally contract value.

In the case that the buyer does not make the deposit within 14 days AT-VISIONS demands payment from the buyer within a date of expiration in written form. In the case the buyer pays also not within this deadline AT-VISIONS can withdraw from the contract without giving reasons or to insist on performance.

The remaining 25 % of the totally contract value has to be paid on delivery.

- 2.13 The amount for services to the buyer and the delivery of software programs is due within 5 days strictly net.
- 2.14 Once a year the amount for services and maintenance of AT-VISIONS has to be paid in advance.

In the case, the buyer does not pay the amount for services and maintenance within 14 days AT-VISIONS is allowed to demand payment from the buyer within a date of expiration in written form. In case the buyer pays not within this deadline AT-VISIONS can withdraw from the contract without giving reasons or to insist on performance.

2.15 In case of delayed payment by the buyer AT-VISIONS is entitled to get the expenses which had been caused (particularly late interest in banking practise) reimbursed.

Furthermore AT-VISIONS can put out achievements from service contracts for the delay of payment caused by the buyer after written accommodation.

Furthermore AT-VISIONS can avoid the usage of the software programs for buyers unless buyers have paid the open amount. For damages caused AT-VISIONS is not assuming liability.

2.16 The checking of the account with debts and also the assignment of a debt is not valid.

### 3 General Scope of Delivery

3.1 As arranged in the contract the delivery includes the following articles:

- Delivery of components,
- Configuration of the system,
- Initial start-up of the installation,
- Demonstration of the readiness for operation.

Cable laying, material for installation (perhaps cable, boxes, plugs etc.) and/or a documentation of the installation are not included in the purchase price.

3.2 A worker has to lay terminals instructed with the installation assignments from AT-VISION.

- Subsequently AT-VISIONS executes
- the installation of the system
  - the technical acceptance of the installation and
  - the connection of the system.

### 4 Recommendation

AT-VISIONS recommends the buyer the installation of an uninterruptible power supply to guarantee no power blackout or fluctuation.

### 5 Warranty and Liability

5.1 AT-VISIONS guarantees that the software program includes all specifications as mentioned in the offer, the software program works like it is defined in the accompanying printed papers – except insignificant failures which are not influencing the functionality – and the software program is free from significant faults and defects.

AT-VISIONS is author of the software program.

Only AT-VISIONS is allowed to give rights to the buyer under the agreement in the contract.

5.2 AT-VISIONS is liable for defects, damages and consequential damages insofar as intent or gross negligence can be proven, within an amount of EUR 10.000,00 per year and buyer.

5.3 AT-VISIONS is not liable for rights of third parties, for under licensing of software programs from third parties, provided that the buyer does not know that and the fact was not communicated to the buyer.

### 6 Delivery of Hardware Components

6.1 AT-VISIONS aims to deliver the hardware components within 8 to 12 weeks after ordering.

The buyer has no claims for missed deadlines (excluding a forwarding contract).

6.2 AT-VISIONS delivers all from the buyer ordered hardware components at once. Delivery costs for part-deliveries caused by the buyer (desired or not) will be borne by the buyer.

6.3 AT-VISIONS as the vendor of the merchandise retains title until the purchase price has been fully paid.

6.4 The buyer has to check the delivered hardware components after delivery or installation immediately. The buyer has to write a registered letter of complaint immediately and specified.

Warranty claims of hidden defects must be asserted from AT-VISIONS within 6 months after delivery.

6.5 If the buyer cancels an order for hardware components, for different reasons, the buyer has to pay a compensation for the actual expenses, but at least 50 % of the net contract value.

### 7 Delivery of Software Programs

7.1 In the case the buyer orders a software program of a third party from AT-VISIONS, he commits to keep the third party license conditions.

7.2 AT-VISIONS cannot guarantee that the delivered software program meets all requirements of the buyer, cooperates with all other software programs which are chosen by the buyer and that the programs work without failure.

7.3 The transfer of software programs and products is illegal and the buyer has to pay compensation (no matter if it is owned by AT-VISIONS or a third party), he also has to pay compensation for short-term allocation to unauthorised third parties.

7.4 As agreed in the contract training sessions for the system are been held by AT-VISIONS staff in the premises of AT-VISIONS or in the premises of the buyer during working hours. The training sessions should allow the prospective user to use the system independently in his operational procedure. Therefore the user should be released from his duties and responsibilities for the length of the agreed training sessions.

Refresher training sessions will be charged separately.

### 8 Rights due to deficiency

8.1 The goods are defect after the buyer has done the obliged inspection and they are not complying with the specifications of the manufacturer and, if the goods have been aligned for the buyer, these customer specifications relating to alignments are not fulfilled or in the case the company provides services which are not fulfilling the average standards of the market.

8.2 If goods are defect AT-VISIONS at its own option will take back the goods and return the market-based price or the service fee (limited on the purchasing price and service fee), adjust or deliver replacement, assuming the buyer will in all cases give proof of deficiency, and in the

case it is not provided service, will return the defected goods.

8.3 Adjustment or replacement delivery will not interrupt the limitation of the entitlement to a deficit claim.

8.4 The buyer cannot demand any statutory warranty rights if he is not completely fulfilling his obligations of term 6 and 7. Belonging to the duty of examination and notice of non-conformity is as well, if there are any claims of customers of the buyer or his own recipients be asserted, the buyer will immediately give notice to the company declaring any regress reasons. The statutory period of limitation for any deficit claim is 6 months upon delivery. The company transfers any transferable liability of defects and compensation claims, which the company has received from the manufacturer of the goods and services, including all transferable liability of defects and compensation claims related to the breach of third party protective rights. Unless the buyer demands any claims of the manufacturer, the rights of term 8 are excluded.

## 9 Returning of Goods

9.1 A return of goods is only possible with a Return Material Authorisations-Number ("RMA"). A return of goods with noticeable defects has to be reported within one week after receipt of the goods. Hidden defects have to be reported within one week after discovery, latest within 6 months after receipt. Delayed reports will cause the loss of the right of return. Goods have to be sent back at the buyers' own expenses in their original manufacturer's box together with the complete packing material. All goods have to be returned free of forwarding costs to the company. The buyer has to inform the company of the exact description of the defect as well as the circumstances and time of the discovery before return delivery.

9.2 Return of goods can only be made in the case of deficiency. If the company accepts explicitly the return or cancellation of goods, which are not a result of a warranty case, it reserves the right to charge a return or cancellation fee including stated RMA fees.

9.3 In case returned goods are statutory warranty rights and it can be proofed that as a matter of fact the goods are not defect, the buyer is responsible to compensate AT-VISIONS with all resulting administrative costs of the goods.

## 10 Further Conditions for Hardware-Services, Maintenance and other Services

10.1 Except as noted otherwise services and maintenance because of hardware defects are executed during the working hours of AT-VISIONS to recover the regular function of the hardware components.

10.2 In the quoted totally contract value not included costs are

- Cost for spare and wear parts which have to be changed periodically,
- Cost for the elimination of damages caused by external power blackouts, connection

- blackouts or gross negligence caused by the buyers or third parties,
- Cost for the elimination of external damage which have no effect to the function of the system.

Furthermore not included in the totally contract value are duties which are necessary for the recovery of the functionality of the software program installation or the saved data. If these duties are carried out from AT-VISIONS, AT-VISIONS can charge an additional fee.

10.3 AT-VISIONS carries out services (installation, deinstallation, built-in components, rebuilding, functional enlargement) as far as it is possible at the buyer technical conditions.

AT-VISIONS does not guarantee that with procured components by the buyer all functional requirements can be realized.

## 11 Miscellaneous

11.1 Should individual terms of this General Terms and Conditions be or become inoperative, this will not affect the remaining terms and conditions. In place of ineffective or infeasible regulations a regulation is valid, which legitimate comes as close as possible to an economically understandable judgment.

11.2 For all legal relationships, which are caused by a business relationship between AT-VISIONS and his buyers or their legal successors, there is only Austria law valid. Excluded are rules of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.

11.3 Place of fulfilment of this contract is the head office of AT-VISIONS.

11.4 In case of conflict both parties of the contract agree that the appropriate realistic court based in the first district of Vienna has jurisdiction.

THE GENERAL TERMS AND CONDITIONS OF AT-VISIONS INFORMATIONSTECHNOLOGIE GMBH ARE AUTHENTIC IN THE GERMAN VERSION, THE ENGLISH TEXT IS FOR INFORMATION ONLY.