

Exhibition terms and conditions of Kapsch BusinessCom AG

Telephone / Fax / ISDN Connection

Prices include a connection charge, a charge for providing a telephone line and a basic charge and the stated call charges. Further accrued call charges will be invoiced after the fair and in accordance with the current tariffs.

Return of equipment

Exhibition stand as well as the associated equipment connections are marked. Damages to the handed over products shall be charged at actual repair costs. Extended renting periods are agreed upon on a case-to-case basis and are charged for separately.

Plug and play Internet

The Plug and play internet connection can only be used with a browser and a LAN connection (PC-card, Ethernet, RJ45, WLAN card), which must have been used to access the internet at least once. The PC should be DHCP configured and Proxy Services deactivated.

Security for data and PC is in your own responsibility. In the WWW you are exposed to potential risks such as viruses and the like!

Kapsch BusinessCom AG reserves the right to block the network access or to put out of operation customer's equipment in case of faults caused by the customer and is to be indemnified and held harmless by the customer.

Technical Helpdesk

If you experience technical problems during the fair or build-up phase of the fair you can call our free of charge helpdesk: +43 (0) 800 203 303 88933. Here you can get free telephone support or order onsite assistance for the previously mentioned services. Technical problems or trouble shooting have to be reported exclusively to Kapsch BusinessCom AG.

Technical Support

Technical support for installation, starting up and during the fair caused by the hirer (eg. as a result of improper handling, technical or other interferences to the equipment by the hirer or third parties, connecting to third party systems or software or due to force majeure, or technical support for third party systems will be charged at actual cost.

Cancellation

Any cancellation of ordered equipment or connections must be faxed to the following number 14 days before the beginning of the fair: Fax: +43 (0) 50 811 99 88933. In this case a cancellation fee of 50% of the full amount (excl VAT) is due. Cancellations received after this time cannot be taken into account.

Compensation of services

The ordered services including flat charges for calls will be invoiced in advance. Connection fees and call charges exceeding the aforementioned flat charges as well as further services will be invoiced after termination of the fair. All invoices shall be paid in accordance with the terms of payment stated below. Payment of the services shall be made cashless.

Credit card

The payment regarding the offered products shall be done via credit card. We formally point out that the entered credit card data shall be recorded by our accounting partner for up to 12 months.

Quotation

The prices stated overleaf are based on the production costs of Kapsch BusinessCom AG as per 01.05.2010. The costs for assembly works and the hourly rates are based on the cost rates of the customer services of Kapsch BusinessCom AG and are amended correspondingly.

Retention of title

Title to the equipment made available to the customer remains with Kapsch BusinessCom AG or its subcontractors or agents.

Terms of payment

All fees are due immediately and shall be paid to Kapsch BusinessCom AG without deduction. In case of delay of payment the customer shall have to pay 1% interest for late payment per month. Kapsch BusinessCom AG shall be compensated for all expenditures in connection with the claims asserted by it (including dunning charges, collection costs, lawyer's fees, etc.)

Written form

Any alterations of and amendments to this order have to be in writing. Oral collateral agreements do not exist.

Purchasing of products, clearing

Insofar products are being on offer to the Customer, Customer is authorized to buy the products. In case Customer does not retribute the products that have been handed over to him at the agreed time latest, the parties agree into a buying agreement regarding the handed over products without further statement. In this case Kapsch BusinessCom AG is entitled to charge the buying fee using the entered credit card data.

Limitation of Liability

Kapsch BusinessCom AG shall be liable for personal or material damage within its responsibility only to such extent as statutory provisions, e.g. for intention or gross negligence, or provisions of the product liability law provide for a mandatory contractually non-excludable liability. Otherwise, any liability shall be excluded, as e.g. liability for ordinary negligence, claims arising from damage due to interruption of business, loss of data, software damage, lost profit, consequential damage and damage to property.

Delivery and installation terms and conditions

The following delivery and installation terms and conditions apply:

General delivery terms and conditions for the Austrian electrical and electronics industry*

Installation terms and conditions for the Austrian heavy current and weak current industry*

General software terms and conditions for the Austrian electrical and electronics industry*

*These terms and conditions are available under

http://www.kapsch.net/de/kbc/aboutus/Pages/kapsch_business_com-terms_of_delivery.aspx.

Deviating or supplementary customer terms and conditions only apply if we expressly consent to them in writing.

Applicable law and jurisdiction

This contract is subject to Austrian law excluding the referral rules. Application of the UN Convention on Contracts for the International Sale of Goods is renounced. Exclusive place of jurisdiction is the competent court in Vienna.