

General Terms and Conditions of Bizibits Services GmbH (As of 01.01.2023)

boost your business.

Bizibits Services GmbH // Kristein 2 // 4470 Enns // Austria
office@bizibits.com // bizibits.com

PREAMBLE

These General Terms and Conditions (GTC) form the basis of every contract concluded between Bizibits Services GmbH, FN 593523d, Kristein 2, A-4470 Enns, Upper Austria, hereinafter "Bizibits", and its clients, hereinafter "client".

Bizibits offers in particular services in the area of business management (consulting, planning and conception), in the area of marketing and web design (online marketing & sales, taking over client service, creation of web shops, creation and maintenance of the social media presence), in the area of distribution (sales and reselling), trade and logistics (warehousing and fulfillment) as well as the purchase and sale of goods via the online shops operated by Bizibits.

These are browser-based platforms on which Bizibits advertises its own products and those of its contractual partners and offers them for sale itself via an integrated web store. The contract language is German or English.

1. Scope of application of the General Terms and Conditions, definitions of terms and conclusion of contract

1.1 All services provided by Bizibits to clients in connection with consulting and the conclusion and implementation of contracts for goods or services shall be based exclusively based on these GTC.

By clicking on the checkbox in the shopping cart prior to placing the order "I have read and accepted the General Terms and Conditions of Bizibits Services GmbH including the right of withdrawal.", the client agrees to these General Terms and Conditions and is bound by them.

With the submission of the offer in the service area, reference is made to the GTC (including the link for access). By placing an order, the client declares that he has taken legally binding notice of the GTC, so that they have become part of the contract. This also applies in the instance that the client refers to his own General Terms and Conditions.

These General Terms and Conditions shall also apply to all future contractual relationships, therefore even if no explicit reference is made to them in additional contracts.

Any general terms and conditions of the client shall not be accepted, even if knowledge thereof exists, unless expressly agreed otherwise in writing in individual cases.

1.2 Bizibits reserves the right to make changes to these GTC at any time. The contractual relationship with the client shall be governed by the GTC in force at the time of the conclusion of the contract. These will also be sent to the client together with the order confirmation as a link and are available to the client for download.

1.3 Assortment: The presentation of the products in the online shop does not constitute a legally binding offer, but a non-binding online catalogue.

1.4 Order: An order is considered to have been placed when a client makes an offer to Bizibits to purchase one or more goods from the platform's range. This is done by the client sending the order in the online shop by means of the button provided for this purpose (e.g. "Buy now" or "Send order" or other equivalent button) at the end of the ordering process for the goods contained in the shopping basket. The client is bound to his offer for 5 working days, subject to a statutory right of withdrawal*. (* The generally valid shipping days (MO-FR) are understood as working days; Saturdays and Sundays are not working or shipping days. The statutory Austrian public holidays (=no working days) which are applicable to Bizibits must also be observed; a list of the Austrian public holidays can be found at: <https://www.feiertage-oesterreich.at>)

1.5 Order confirmation: Immediately after receipt of an order, the client receives an order confirmation from Bizibits, which contains the goods ordered by the client together with their essential characteristics, the total price including all additional costs and a link to these GTC. Unless explicitly stated otherwise in the confirmation letter, the order confirmation does not constitute acceptance of the order.

- 1.6 Acceptance:** All offers in the online shop are non-binding. The order (the offer of the client) does not have to be accepted by Bizibits. Acceptance is effected within 7 working days after receipt of the order by Bizibits either by written notification or by delivery of the goods ordered by the client. If Bizibits does not wish to accept an order from the client, Bizibits will inform the client of this within 7 working days of receipt of the order.
- 1.7 Order confirmation:** As part of the fulfillment of statutory information obligations, Bizibits will send the client a confirmation of the concluded contract as well as a link to these GTC by e-mail immediately after the conclusion of the contract, but no later than upon the delivery of the goods.
- 1.8 Prices:** The prices displayed in the webshop for the deliveries and services offered by Bizibits do not include transport costs. These are indicated in the shopping basket before the order is placed. The invoicing is done in Euro. Should export or import duties become due in the course of shipment to countries outside the EU, these shall also be borne by the client (information on this is available to the client from the relevant customs office). However, sales to client outside the EU are not subject to VAT.

The agreed remuneration shall only apply to the respective specific order.

In the case of sales to clients who are not consumers within the EU, no Austrian VAT shall be due upon proof of the UID. However, these clients must pay VAT in their home country.

The costs for data carriers (e.g. magnetic tapes, magnetic disks, floppy disks, streamer tapes, magnetic tape cassettes, etc.) as well as any contract fees will be invoiced separately. Any shipment of data carriers, documentation and service descriptions shall be at the expense and risk of the client.

Training and explanations requested by the client will be invoiced separately. Insurance will only be taken out by Bizibits at the request and expense of the client.

For library (standard) programs, the list prices valid on the day of delivery shall apply. For all other services (business consulting, programming, training, conversion support, telephone consulting, etc.) the workload is charged at the hourly rates valid on the day the service is provided. Deviations from the agreed time expenditure, for which Bizibits is not responsible, will be charged according to actual occurrence.

Travel expenses for accommodation and means of transport shall be charged according to receipts, kilometer and subsistence allowances according to the respective maximum tax rates. Other travel costs will only be charged after consultation. The starting point is the premises of Bizibits.

Means of transport to be reimbursed according to receipt are 2nd class for train use, economy class for airplane use as well as local transport costs and taxi; overnight stays in hotel at least hotel class 4 stars.

2. Scope of contract and description of services

- 2.1** The scope of a specific consulting assignment shall be contractually agreed in each individual case. However, the consulting services of Bizibits do not include legal and tax consulting. For this the client has to consult legal advisors from these areas.

At the request of the client, Bizibits is prepared to seek tax and legal advice on behalf of and for the expense of the client. However, Bizibits does not assume any liability for this.

Bizibits is entitled to have the contractual obligations for which it is responsible fulfilled in whole or in part by third parties (vicarious agents). Payment of the third party shall be made exclusively by Bizibits itself. There is no direct contractual relationship of any kind between the third party and the client.

The client undertakes not to enter into any business relationship of any kind with persons or companies used by Bizibits for the fulfillment of its contractual obligations during or up to three years after the termination of this contractual relationship. The client undertakes in particular not to entrust these persons and companies with such or

similar consulting services that Bizibits also offers. The client agrees to pay a contractual penalty of 30% of the total agreed fee for the respective consulting contract for each violation of this obligation, regardless of fault. Payment of the contractual penalty does not release the client from this contractual obligation. The contractual penalty is due for payment within one month of the request by Bizibits. The right of Bizibits to assert any claims for damages in excess of the contractual penalty remains unaffected.

2.2 The subject of an order in the field of web design may be:

- Creation of a specification
- Global and detailed analyses
- Creation of individual programs
- Search engine optimization (SEO)
- Delivery of library (standard) programs
- Acquisition of rights of use for software products
- Acquisition of licenses for the use of works
- Assistance with installation (changeover support)
- Telephone advice
- Support services ("Support")
- Maintenance services
- Other services

The development of individual organizational concepts and programs in accordance with point 2.2. shall be carried out in accordance with the type and scope of the information, documents and aids provided in full by the client. This also includes practice-oriented test data as well as test facilities in sufficient scope, which the client shall provide in a timely manner, during normal working hours and at its own expense. If the client is already working in live operation on the system provided for testing, the responsibility for securing the live data lies with the client.

The basis for the provision of services in accordance with this point is the written description of services which Bizibits prepares or makes available to the client for a separate fee on the basis of the documents and information made available to it. This service description has to be checked by the client for correctness and completeness and has to be marked with his approval. Later requests for changes may lead to separate agreements on dates and fees.

When ordering library (standard) programs (such as CMS, shop, CRM, newsletter software), the client confirms knowledge of the scope of services of the ordered programs by placing the order.

Should it become apparent in the course of the service provision that the execution of the order according to the service description is actually and/or legally impossible, Bizibits will inform the client immediately. If the client does not change the service description to this effect or if he does not create the prerequisite that an execution becomes possible, Bizibits is entitled to refuse the execution and to withdraw from the contract. If the impossibility of execution is the result of a failure on the part of the client or a subsequent change in the service description by the client, Bizibits is entitled to withdraw from the contract. The fees and expenses incurred for the work of Bizibits up to that point as well as any dismantling costs are to be reimbursed by the client.

2.3 Before placing an order, Bizibits expressly points out to the client that the providers of "social media channels" (e.g. Facebook, hereinafter referred to as "providers") reserve the right in their terms of use to reject or remove advertisements and appearances for any reason. Accordingly, the providers are not obliged to forward content and information to the users. There is therefore a risk, which cannot be calculated by Bizibits, that advertisements and appearances may be removed for no reason. In the case of a complaint by a user, the providers are granted the possibility of a counterstatement, but in this case, too, the content is removed immediately. In this case, the restoration of the original, lawful state may take some time. Bizibits works on the basis of these terms of use of the

providers, over which it has no influence, and also bases an order of the client on them. By placing an order, the client expressly acknowledges that these terms of use (co-)determine the rights and obligations of a possible contractual relationship. Bizibits intends to execute the client's order to the best of its knowledge and to comply with the guidelines of "social media channels". However, due to the currently valid terms of use and the simple possibility of each user to claim infringements of rights and thus achieve a removal of the content, Bizibits cannot guarantee that the commissioned campaign is also retrievable at all times.

3. Delivery conditions and delivery period

- 3.1. Delivery dates stated by Bizibits in the course of the ordering process are in principle to be understood as non-binding and - unless explicitly agreed otherwise in writing - do not become the subject matter of the contract.
- 3.2. If Bizibits is prevented by force majeure (e.g. strike, natural disasters) or other circumstances for which it is not responsible from complying with any agreed delivery or performance deadline, Bizibits shall inform the client of the expected delay. Any agreed delivery or service period shall be extended by the duration of such an event.
- 3.3. Delivery can be made by a forwarder, Post, DHL, DPD or another delivery partner, whereby the choice is up to Bizibit. Please note that "GLS - General Logistic Systems" does not deliver to packing stations.
- 3.4. The risk of accidental loss and accidental deterioration of the goods shall pass to the client when the goods are handed over to the transport company. If the transport company is selected and commissioned by Bizibits, the risk shall only pass to the client upon receipt of the goods. Should the goods show external damage on handover, the client, if he is an entrepreneur, must make a complaint directly to the delivery company and have this confirmed. If the deliverer does not offer the possibility of a note, a note such as "damaged" must be made in the signature field. Regarding the obligation to give notice of defects, please refer to pt 10.
- 3.5. Bizibits ships to all EU countries. In Germany and Austria, Bizibits ships free of charge from € 99.00 minimum order value, otherwise shipping costs will be charged. Deliveries to islands are only possible after separate enquiry, as higher transport costs are incurred here. In case of non-acceptance by the client he/she has to bear the transport costs himself/herself.
- 3.6. Deliveries to Switzerland: If the client wishes to import the delivery to Switzerland, Bizibits will take care of the shipping and the costs for the customs declaration. The import and the corresponding handling of the VAT is to be taken over by the client.
- 3.7. Bizibits is entitled to deliver an order of the client in partial deliveries even without the client's request. In this case Bizibits has to bear the additional shipping costs. The client is responsible for additional costs due to a delivery in partial quantities requested by the client.
- 3.8. Transport insurance will be concluded by Bizibits. No further fees will be charged to the client for the insurance.
- 3.9. Individually created software and/or program adaptations require acceptance at the latest four weeks after delivery by Bizibits to the client. A protocol is to be drawn up for the acceptance (check for correctness and completeness on the basis of the service description accepted by Bizibits by means of the test data provided under pt 2.2). If the client allows the period of four weeks to elapse without acceptance, the delivered software or program adaptation shall be deemed to have been accepted on the end date of the said period. If the software is used by the client in live operation, the software shall be deemed to have been accepted in any case. Defects, i.e. deviations from the service description agreed upon in writing, must be reported by the client to Bizibits in writing according to pt 10. If there are defects which are not permitted by the live operation, a new acceptance is required after the defects have been rectified.

4. Payment conditions

- 4.1. Unless otherwise agreed, the invoice amount is due for payment within 14 days of the invoice date.



- 4.2. The invoice amount for the online order can be paid by the client by credit card (VISA, Eurocard/Mastercard), by Paypal, by prepayment or, for orders from Austria and Germany, by open invoice or direct debit order. The payment option instant transfer via our cooperation partner Klarna is available to every client.
- 4.3. The invoice amount of orders collected from the Bizibits shop in Kristein 2, A-4470 Enns, Austria, can be settled by bank transfer or the payment options of the relevant online shop in accordance with pt 4.2.
- 4.4. In the event of a negative credit report, Bizibits reserves the right to deliver to clients who have selected open invoice (payment by payment slip) as their payment method only with the aid of other payment methods or to refuse to accept the contract.
- 4.5. The client shall reimburse Bizibits for expenses and costs incurred by reminders and appropriate legal action to the extent provided by law. In this context, the contractual partner is obliged to reimburse Bizibits for the reminder and collection costs incurred in the event of default, even in the case of a delay in payment for which he is not responsible, insofar as they are necessary for the appropriate legal prosecution and are reasonable in relation to the claim. In particular, the client agrees to reimburse Bizibits for any costs incurred by a collection agency, as far as these do not exceed the maximum rates of remuneration due to collection agencies according to the decree of the BMWFJ. In case Bizibits handles the dunning process itself, the client undertakes to pay an amount of EUR 12.00 per reminder as well as an amount of EUR 5.00 per half-year for keeping records of the debt relationship in the dunning process.
- 4.6. In the event of default, Bizibits is entitled to claim legal default interest without prior reminder. In addition, Bizibits is entitled to withdraw from the contract in the event of late payment after setting a reasonable grace period of 14 days and to demand the return of goods already delivered to the client.
- 4.7. Bizibits is not obliged to provide services until the outstanding amount has been paid (right of retention). The obligation to pay remuneration remains unaffected by this. The client is not entitled to withhold payments due to incomplete delivery, warranty or guarantee claims or defects.

5. Retention of title

- 5.1. All goods delivered by Bizibits remain its sole property until full payment has been made.
- 5.2. The client is obliged to notify third parties of the ownership of Bizibits in the event of execution or insolvency in good time so that Bizibits does not incur any costs or other adverse consequences as a result.

6. Right of withdrawal and revocation (hereinafter "right of revocation")

- 6.1. This point applies exclusively in the event that the client is a consumer as defined by § 1 KSchG.

BEGINNING OF THE REVOCATION INSTRUCTION

- 6.2. If pt. 5.1 applies, the client is entitled to revoke his contractual declaration or an already concluded contract within fourteen days without giving reasons.
- 6.3. The revocation period is fourteen days from the day on which the client or a third party named by the client who is not the carrier has taken possession of the goods.
- 6.4. If the client has purchased the goods as part of a single order and these goods are delivered separately, the revocation period begins on the day on which the client or a third party named by the client who is not the carrier has taken possession of the last goods.
- 6.5. If Bizibits has not fulfilled its duty to inform the client about the existence of the right of revocation (conditions, deadlines and procedure for exercising this right), the revocation period shall be extended by twelve months.



- 6.6.** If Bizibits provides the information within twelve months of taking possession of the goods, or in the case of separate delivery of the last goods, the withdrawal period ends fourteen days after the date on which the client received this information.
- 6.7.** In order to exercise the right of revocation, the client must inform us of his/her decision to revoke this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). For this purpose, the client may use the model revocation form, but does not have to do so. It is sufficient if the client sends the cancellation to the following address/contact data before the end of the cancellation period:

Bizibits Services GmbH
Kristein 2, A-4470 Enns
E-Mail: office@bizibits.com

- 6.8.** The client shall bear the costs of returning the goods.
- 6.9.** The client is responsible for any loss of value of the goods if such loss of value is due to handling of the goods that is not necessary for the purpose of checking their condition, characteristics, and functioning.
- 6.10.** The client has no right of revocation for contracts concerning:
- services, in particular if Bizibits - on the basis of the client's express request as well as a confirmation of the knowledge of the loss of the right of revocation in the case of complete fulfillment of the contract - has started to perform the service before the expiry of the revocation period and the service has then been completely performed;
 - Goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene provided that the seal has been removed after delivery;
 - sound or video recordings or computer software supplied in a sealed package, provided that the seal has been removed after delivery;
 - goods that can spoil quickly or whose expiry date would be quickly exceeded;
 - Newspapers, periodicals or magazines, with the exception of subscription contracts for the delivery of such publications;
 - goods that are manufactured according to client specifications or are clearly tailored to personal needs.

7. Consequences of revocation

- 7.1.** If the client revokes its contractual declaration or a contract that has already been concluded, Bizibits shall reimburse the client all payments that Bizibits has received from the client, including the delivery costs (with the exception of the additional costs resulting from the fact that the client has chosen a type of delivery other than the cheapest standard delivery offered by Bizibits), without undue delay and at the latest within fourteen days from the day on which Bizibits received notification of the revocation of this contract.
- 7.2.** Bizibits shall use the same means of payment for this repayment as the client used for the original transaction, unless expressly agreed otherwise with the client. Bizibits is not entitled to charge the client for this repayment. However, it is entitled to refuse repayment until it has received the goods back or the client has provided proof that it has returned the goods - whichever is the earlier.
- 7.3.** The Client must return the goods without delay and in any case no later than fourteen days from the day on which the Client has informed Bizibits of the revocation of this contract to

Bizibits Services GmbH
Kristein 2, A-4470 Enns
Austria

- 7.4. The deadline is met if the client sends the goods before the expiry of the deadline of fourteen days. The client has to bear the direct costs of the return, whereby clients from Austria and Germany can use the return sticker provided by Bizibits as part of a delivery, on which the return address is printed. If a return label is used, Bizibits shall bear the costs of the return.

END OF THE REVOCATION INSTRUCTION

8. Copyright, protection of concepts and ideas and data protection

- 8.1. All rights (e.g. copyright, intellectual property rights, right of use etc.) to the agreed services (programs, documentation etc.) or services provided by Bizibits, its employees or commissioned third parties (in particular offers, reports, analyses, expert opinions, organization plans, programs, performance descriptions, drafts, calculations, drawings, data carriers, etc.) as well as the content on the Bizibits website (in particular trademarks, logos, texts, graphics, photographs, layout and music) are the property of Bizibits or its licensors.

They may solely be used and exploited by the client during and also after termination of the contractual relationship for purposes covered by the respective contract.

The contract concluded with Bizibits only grants permission to utilize the work. The client is not entitled to reproduce and/or distribute the services provided by Bizibits without the express consent of Bizibits. Under no circumstances does an unauthorized reproduction/distribution of the work give rise to any liability on the part of Bizibits - in particular for its correctness - towards third parties. The client's violation of these provisions entitles Bizibits to immediately terminate the contractual relationship prematurely and/or to assert other legal claims, in particular for injunctive relief and/or compensation.

- 8.2. If the potential client has already invited Bizibits in advance to prepare a concept and if Bizibits complies with this invitation before the conclusion of the main contract, the following regulation shall apply: Already through the invitation and the acceptance of the invitation by Bizibits, the potential client and Bizibits enter into a contractual relationship ("pitching contract"). This contract is also based on these GTC.

The potential client acknowledges that Bizibits already provides cost-intensive preliminary services with the concept development, although it has not yet assumed any service obligations itself.

The concept is subject to the protection of copyright law in its linguistic and graphic parts, insofar as these reach the level of a work. The potential client is not permitted to use or edit these parts without the consent of Bizibits on the basis of copyright law alone.

The concept also contains ideas relevant to advertising that do not reach the level of a work and thus do not enjoy the protection of copyright law. These ideas are at the beginning of every creative process and can be defined as the igniting spark of everything that is later produced and thus as the origin of marketing strategy. Therefore, those elements of the concept are protected which are unique and give the marketing strategy its characteristic character. In particular, advertising slogans, advertising texts, graphics and illustrations, advertising material, etc. are considered to be ideas within the meaning of this agreement, even if they do not reach the level of a work.

The potential client undertakes to refrain from commercially exploiting these creative advertising ideas presented by Bizibits within the framework of the concept outside the corrective of a main contract to be concluded at a later date, as well as from exploiting them or having them exploited.

If the potential client is of the opinion that ideas were presented to him by Bizibits which he had already come up with before the presentation, he must inform Bizibits of this in writing (by letter, fax or e-mail) within 7 days following the day of the presentation, citing evidence which allows a chronological allocation.

In the opposite case, the contractual partners assume that Bizibits has presented the potential client with an idea that is new to him. If the idea is used by the client, it is to be assumed that Bizibits became meritorious in the process.

The potential client may release himself from his obligations under this point by paying an appropriate compensation in addition to 20% VAT. For the assessment of the compensation, the time spent on the concept development shall be used and multiplied by an hourly rate of € 159.00 (plus VAT). The exemption shall not take effect until Bizibits has received payment of the compensation in full.

8.3. Bizibits' current privacy policy can be found at www.bizibits.com/privacy-policy/

8.4. Bizibits passes on address and contract data of the client in the course of the contract processing to the extent necessary in each case to transport companies and other contractual partners involved in the delivery and service.

9. Cooperation obligations of the client

9.1. If protected works (such as photos, logos, etc.) are passed on to Bizibits by the client for processing or use within the framework of an order (e.g. for the creation of web shops or the creation and maintenance of the social media presence), the client is responsible for clarifying all possible rights thereto. Bizibits is not obliged to check to what extent the content or the use of these works violates legal regulations. If this is the case, the client is liable for all resulting disadvantages or damages. The registered office of Bizibits in Enns shall be the place of performance.

9.2. The client is therefore obliged to check the documents provided for the execution of the order (photos, logos etc.) for any copyrights, trademark rights or other rights of third parties (rights clearing) and guarantees that the documents are free of third party rights and can therefore be used for the intended purpose. Bizibits is only liable in the case of slight negligence or after the fulfillment of its duty to warn - in any case in the internal relationship with the client - not because of an infringement of such rights of third parties by documents made available.

9.3. If a claim is made against Bizibits by a third party due to such an infringement of rights, the client shall indemnify and hold Bizibits harmless; the client shall compensate Bizibits for all disadvantages incurred by Bizibits due to a claim made by a third party, in particular the costs of an appropriate legal representation. The client further undertakes to support Bizibits in the defense against any claims of third parties and shall provide Bizibits with all documents for this purpose without being requested to do so.

9.4. The client shall ensure that the organizational framework conditions during the fulfillment of the order at its place of business allow for work that is as undisturbed as possible and conducive to the rapid progress of the consultancy process.

9.5. The client shall also inform Bizibits comprehensively about previously carried out and/or ongoing consultations - also in other specialist areas.

The client shall ensure that all documents necessary for the fulfillment and execution of the contract are made available to Bizibits in a timely manner and that Bizibits is informed of all processes and circumstances that are of importance for the fulfillment and execution of the consultancy service. This also applies to all documents, processes and circumstances which only become known during the activity of Bizibits.

10. Warranty, guarantee and liability

10.1. The warranty is based on the legal provisions applicable at the time of conclusion of the contract.

Bizibits only provides warranty for expressly warranted characteristics of its own goods and for characteristics that are usually assumed, but not for the suitability of the goods for certain purposes of the client.

For entrepreneurs, the obligation to notify defects in accordance with § 377 of the Austrian Commercial Code (UGB) shall apply. The client must inspect the goods for defects/deviations within a reasonable period of 14 working days after delivery and report any defects without delay, otherwise the goods shall be deemed to have been approved.

- 10.2.** A voluntary guarantee granted by Bizibits does not limit the client's warranty rights in any case. The individual guarantee conditions are always listed separately for each product. Bizibits offers all clients the territorially unlimited warranty stated in the respective product description.
- 10.3.** If a guarantee is stated in the article description of the respective product under "Product Details", recognizable by the heading or wording "Guarantee", the guarantee period contained therein shall apply.
- 10.4.** The guarantee is a voluntary agreement of the guarantee provider and can vary in time, depending on the product. The guarantee or guarantee period stated by Bizibits is always provided by Bizibits itself. Therefore, the guarantee / guarantee period stated with the respective product always applies. Defects occurring within the guarantee period are considered to be those covered by the guarantee. This means that no consideration is given to whether the defect was already present at the time of handover or whether it only occurred later.
- 10.5.** Only in those cases in which the apparent defect is obviously attributable to the client (misuse, damage by the client, etc.), there is no guarantee claim within the framework of the statutory provisions. The guarantee must be enforced by the client towards Bizibits:

Bizibits Services GmbH
Kristein 2, A-4470 Enns
E-Mail: office@bizibits.com

- 10.6.** Some of the photographs used by Bizibits to advertise products are sample images provided to Bizibits by the producer. These have been taken under professional conditions under certain lighting conditions and therefore do not necessarily show the appearance of a product in everyday use. Bizibits is therefore not liable for the fact that products correspond exactly to the photographs used for advertising.
- 10.7.** The consulting services of Bizibits are based on specific industry experience values, according to the latest state of knowledge and information of Bizibits and are based on information available at the time of preparation. The subject of the contract is the agreed service and not a specific success. Within the scope of the provision of consulting services, Bizibits only gives recommendations for action. The decision as to whether recommendations for action are implemented is the sole responsibility of the client. Bizibits assumes no responsibility for the implementation of recommendations for action.

The client shall immediately give notice of any defects in the performance of the service. Warranty claims of the client expire - insofar as no consumer transaction is involved - at the latest six months after provision of the respective service.

- 10.8.** Notices of defects in the area of web design and marketing are only valid if they concern reproducible defects and if they are made immediately, at the latest within 14 days after delivery of the agreed service or, in the case of individual software, after acceptance, documented in writing, stating reasons and evidence, otherwise the service provided shall be deemed to have been approved; in this case, the enforcement of warranty claims and claims for damages as well as the right to dispute errors due to defects shall be excluded.

In case of a justified notice of defects, the defects will be remedied within a reasonable period of time, whereby the warranty is limited to correction, new delivery or addition of what is missing. The client has to enable Bizibits to take all measures necessary for the examination and the removal of defects. Claims for change and price reduction are excluded. The warranty period is a maximum of 12 months from acceptance.

Expenses for assistance, error diagnosis as well as error and fault elimination for which the client is responsible as well as other corrections, changes and additions will only be carried out by Bizibits against a separate fee. This also applies to the elimination of defects if program changes, additions or other interventions have been made by the client himself or by third parties.

Furthermore, Bizibits does not assume any warranty for errors, malfunctions or damages which are due to improper operation, changed operating system components, interfaces and parameters, use of unsuitable organizational means and data carriers, insofar as such are prescribed, abnormal operating conditions (in particular deviations from the installation and storage conditions) as well as transport damages.

For programs that are subsequently modified by the client's own programmers and/or third parties, any warranty on the part of Bizibits is void.

Insofar as the object of the order is the modification or supplementation of already existing programs, the warranty refers to the modification or supplementation. The warranty for the original program is excluded.

10.9. The liability of Bizibits and its vicarious agents is limited in all legally permissible cases to compensation for damages caused by gross negligence or intent. This does not apply to liability for personal injury and under the Product Liability Act.

11. Duration and termination of the contractual relationship

11.1. The contractual relationship ends in principle with the provision of the agreed service.

11.2. Cancellations by the client are only permitted with the written consent of Bizibits. If Bizibits agrees to a cancellation, it has the right to charge a cancellation fee in the amount of 30% of the order value of the total project that has not yet been invoiced in addition to the services rendered and costs incurred (this applies in particular in the area of web design).

11.3. Notwithstanding this, the contract can be terminated at any time for important reasons by either of the contractual partners with a written declaration without observing a period of notice (with the continued entitlement of Bizibits to remuneration for the consultancy services already provided). An important reason is in particular if a contractual partner violates essential contractual obligations - despite a reminder and a grace period of at least 14 days.

12. Final provisions

12.1. The place of fulfillment is the registered office of Bizibits in 4470 Enns, Austria.

12.2. Any contract concluded with Bizibits shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law. If the client is a consumer with habitual residence in the EU, the mandatory consumer protection provisions of the law of the client's country of residence shall also apply.

12.3. To the extent permitted by law, the jurisdiction of the court having local and subject-matter jurisdiction for 4470 Enns, Austria, is agreed.

12.4. Bizibits does not submit to alternative dispute resolution.

12.5. Client can also submit their complaint directly to Bizibits at the following email address: office@bizibits.com

12.6. Should one or more provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the other provisions. The parties shall strive to replace the invalid provision with a provision that comes as close as possible to the agreement.

12.7. Amendments and supplements to these General Terms and Conditions must be in writing and signed by both parties. This shall also apply to the present provision.