

GENERAL BUSINESS TERMS AND CONDITIONS

Company: LA VELA GROUP | Owner: Mag. Matthias Fitzthum
Am Schlemmerhof 2 | 82335 Berg/Starnberger See | Germany | Europe

Version | date: V5.0 | 20.1.2015

Scope

Any consulting, deliveries and services of LA VELA GROUP | Mag. Matthias Fitzthum shall be exclusively subject to the following General Business Terms and Conditions.

Scope of performance

1. The scope of the contractual service shall arise from the written order confirmation/cost estimate. Side agreements or amendments, which change the scope of the contractual service shall require the explicit written confirmation of LA VELA GROUP | Mag. Matthias Fitzthum.
2. Amendments or deviations by individual service from the agreed content of the contract, which become necessary after conclusion of the contract, shall be immediately notified by LA VELA GROUP | Mag. Matthias Fitzthum to the client. To the extent that the agreed content of the contract is not affected or only insignificantly changed by the amendments – due to these deviations – the client shall not have a right to cancellation.
3. To the extent LA VELA GROUP | Mag. Matthias Fitzthum should conclude contracts with third parties for implementing a project, such a contract conclusion shall take place on behalf of and with the authorisation of the client.

Cost

1. Regardless of the agreed consulting/project fee, the client shall provide LA VELA GROUP | Mag. Matthias Fitzthum a budget, as per written cost estimate. This budget may only be exceeded with the express consent of the client.
2. LA VELA GROUP | Mag. Matthias Fitzthum shall be obligated to spend this budget according to the principles of a prudent businessman, taking into consideration the interests of the client for the implementation of the project.
3. Cost arising, such as various taxes, fees and contributions, etc. shall be for the account of the client.
4. The amounts required for implementing projects shall be provided to LA VELA GROUP | Mag. Matthias Fitzthum by the client, within the agreed period of time.
5. Cost estimates sent by LA VELA GROUP | Mag. Matthias Fitzthum to the client for approval shall be valid for 2 calendar weeks in each case, the prices included shall be non-binding indicative values in Euro excl. VAT. A 10% fluctuation range shall be admissible, above 10%, a new cost estimate will be sent for approval.
6. All payment to LA VELA GROUP | Mag. Matthias Fitzthum shall fall due promptly after invoicing has taken place, without any deductions.

Cancellation

1. The client shall be entitled to cancel the contractual relationship with LA VELA GROUP | Mag. Matthias Fitzthum at any time. However, the early rescission of the contractual relationship shall obligate the client to pay the agreed fees/advance services already provided. Cancellation conditions: after written order placement 50% cancellation fee, after this, 80% up to 60 days prior to the end of the project, shorter than 60 days prior to the end of the project, 100% cancellation fee.
2. The contractual parties expressly agree that a reduction of the fee on the basis of saved costs by LA VELA GROUP | Mag. Matthias Fitzthum shall be excluded.
3. The reason for extraordinary cancellation for both contractual parties shall remain unaffected by this. LA VELA GROUP | Mag. Matthias Fitzthum shall particularly be entitled to this right, if the agreed fee has not been paid by the client on the due date.

Copyrights

- © All copyrights and rights of use of presentation documents shall remain with LA VELA GROUP | Mag. Matthias Fitzthum, even if a pitch-fee has been paid for presentations.
- © The passing on of presentation documents to third parties, as well as publication, duplication, dissemination, copying or other exploitation of the presented ideas and solutions shall not be admissible without the prior written consent of LA VELA GROUP | Mag. Matthias Fitzthum.
- © If the presented ideas and solutions should not be used, LA VELA GROUP | Mag. Matthias Fitzthum shall be entitled to utilise these otherwise.

Indemnity

1. LA VELA GROUP | Mag. Matthias Fitzthum shall be obligated to conscientious preparation, careful selection and monitoring of service providers according to the duty of care of a prudent businessman.
2. The indemnity of LA VELA GROUP | Mag. Matthias Fitzthum should be exclusively in accordance with the written agreements of the parties. All claims, including compensation claims, which are not expressly granted herein, regardless of the legal reasons, shall be excluded, unless they are based on premeditated or grossly negligent contractual infringement by LA VELA GROUP | Mag. Matthias Fitzthum, by a legal representative or vicarious agents.
3. Furthermore, the contractual parties agree that a compensation claim against LA VELA GROUP | Mag. Matthias Fitzthum shall be limited to the agreed consulting fee (without ancillary costs and VAT), in terms of the amount, regardless of the legal reasons.
4. To the extent that LA VELA GROUP | Mag. Matthias Fitzthum should be entitled to compensation claims against third parties in connection with the contract implementation, LA VELA GROUP | Mag. Matthias Fitzthum shall also assign these compensation claims to the client, to the extent that the client should accept the assignment of future claims. In such a case, the client shall not be entitled to any further claims against LA VELA GROUP | Mag. Matthias Fitzthum. The client shall be entitled to enforce such claims at its own expense.
5. LA VELA GROUP | Mag. Matthias Fitzthum shall be obligated to conclude third party insurance for the project. The proportional costs shall be invoiced to the Principal.

Legal jurisdiction

The parties agree that Munich, Germany, Europe shall be the legal jurisdiction.

Side agreements/written form

1. The contractual parties agree strict confidentiality towards third parties regarding any knowledge arising from the business dealings.
2. If one or several of the provisions reached in this contract should be legally invalid, the validity of the remaining provisions shall not be affected.
3. Entitlements and other claims arising from this contract can only be assigned by the client and are subject to prior written consent of LA VELA GROUP | Mag. Matthias Fitzthum. The client is notified that data will be stored within the context of contract implementation.
4. By signing the offer/sending a written order form, the client/customer acknowledges the validity of the General Business Terms and Conditions mentioned above.

signed by Mag. Matthias Fitzthum
Executive Director LA VELA GROUP