

GENERAL TERMS AND CONDITIONS

GeoSphere Austria

Federal Institute for Geology, Geophysics, Climatology and Meteorology

1. General, scope of application

These General Terms and Conditions of GeoSphere Austria - Federal Institute of Geology, Geophysics, Climatology and Meteorology (hereinafter referred to as "GeoSphere Austria") apply to all business relations between GeoSphere Austria and its customers or service recipients (hereinafter referred to as "customer").

All services of GeoSphere Austria, deliveries, offers and other agreements are exclusively based on these General Terms and Conditions.

A customer's deviating, conflicting or supplementary general terms and conditions are expressly excluded for the entire business relationship with GeoSphere Austria and, in exceptional cases, only become part of the contract if and to the extent that GeoSphere Austria has expressly agreed to their validity in writing. The mere omission of an objection to other general terms and conditions as well as the fulfillment of the contract by GeoSphere Austria does not in any case lead to their being considered as agreed upon.

As far as contracts, agreements or offers of GeoSphere Austria contain deviating or contradictory provisions in individual cases, these individual contractual provisions shall take precedence over these General Terms and Conditions. However, as far as these General Terms and Conditions contain only clarifying and/or supplementing or concretizing provisions, they shall apply in addition to the provisions agreed upon in the individual case.

The following supplementary terms and conditions, which form an integral part of these General Terms and Conditions, contain supplementary and more specific provisions for the respective defined scope of application. They exist in addition to the General Terms and Conditions and supersede them only where and to the extent that they contain more specific provisions.

Any amendments to these General Terms and Conditions will be communicated in writing to the contractual partners of GeoSphere Austria with whom GeoSphere Austria has an ongoing business relationship. In this case, it is sufficient for GeoSphere Austria to provide written notice of an amendment to its General Terms and Conditions, provided that the General Terms and Conditions are publicly available on the website of GeoSphere Austria (www.geosphere.at). Any amendments to these General Terms and Conditions shall become effective upon their announcement. However, the customer is entitled to terminate the

existing contractual relationship between him and GeoSphere Austria within one month after notification of the change of the General Terms and Conditions as of the last day of the month following the day of the notice of termination, irrespective of the contract period agreed upon between him and GeoSphere Austria or the agreed upon termination provisions.

For reasons of better readability, these General Terms and Conditions do not use any gender-specific forms of language at the same time. All references to persons apply equally to all genders.

2. Services of GeoSphere Austria

Scope of services

GeoSphere Austria is established as an institution under public law with its own legal personality for the provision of services in the fields of geology, geophysics, climatology and meteorology.

Delivery, Provision

The delivery of the services offered by GeoSphere Austria is carried out electronically or by way of call-off by the customer or - if this results from the service to be provided - on site, unless a different delivery agreement is made in individual cases. The delivery is carried out using suitable, customary and state of the art transmission services, such as in particular telecommunication services, i.e. in particular telephone, fax, internet etc.. However, GeoSphere Austria is free to use newer or different technologies or systems, procedures or standards for the transmission of services than initially offered due to technical progress or scientific findings. Such a possible change of the transmission method does not entitle the customer to withdraw from the contract, nor to assert any possible reduction of fees or other claims of any kind whatsoever. The customer, in turn, is obligated to dispose of the technical systems and equipment necessary for the delivery and provision of the services to be rendered by GeoSphere Austria as agreed upon, in particular e.g. computer, telephone, fax machine, email, as well as the necessary software programs, etc., if applicable.

GeoSphere Austria does not assume any liability whatsoever for any delays in delivery and performance or any faulty transmissions that may occur due to the absence or non-functioning of the customer's required technical equipment.

Furthermore, the customer shall take suitable precautions to ensure that unauthorized access to the transmitted information by third parties is excluded. This concerns in particular the protection of access to transmission devices and the protection of access information (user IDs, passwords, etc.).

The delivery of the services to be provided by GeoSphere Austria will be made to the address (most recently) provided by the customer. GeoSphere Austria is not obligated to check the proper receipt of the services to be delivered by the customer and therefore does not provide any warranty in this respect.

GeoSphere Austria assumes no liability for the uninterrupted availability of the services. In particular, GeoSphere Austria is not liable for technical and/or maintenance-related

interruptions and failures, missing and/or faulty transmissions or other technical difficulties in connection with the delivery of the services to be provided by GeoSphere Austria, as long as these were not caused intentionally or by gross negligence on the part of GeoSphere Austria.

Start of delivery

Unless otherwise agreed upon in individual contracts, GeoSphere Austria shall commence delivery of the contractually agreed services on the first day of the month following the effective conclusion of the contract.

Changes in services and technical progress

GeoSphere Austria reserves the right to extend, change and improve services, as far as this is reasonable for the customer, taking into account the interests of GeoSphere Austria, but especially if this is necessary due to changes or additions to the law.

GeoSphere Austria will inform affected customers about any changes in a timely manner.

Furthermore, GeoSphere Austria is free to use newer or different technologies, systems, procedures or standards for the provision of services than initially offered, due to technical progress or scientific findings. Such a possible technical change does not entitle the customer to withdraw from the contract or to assert any possible reduction of fees or other claims of any kind whatsoever.

Free services

Where GeoSphere Austria provides services and performances free of charge, these may be discontinued at any time and without prior notice. This does not result in a right to a reduction, conversion or reimbursement of services and performances received at the same time against payment.

The services to be provided free of charge by GeoSphere Austria as a public body, institution under public law and research institution within the meaning of the PSI Directive, as well as those provided pursuant to Section 4 (1), (2) and (3) (9) and (10) GSAG (GeoSphere Austria Act) or pursuant to other legal provisions, shall remain unaffected.

3. Conclusion of the contract, duration and termination

Conclusion of the contract

Offers made by GeoSphere Austria are subject to change without notice and are non-binding, unless otherwise stated in the individual case. The contract comes into effect after the order has been placed in writing, at the latest, however, when the execution of the order has begun or the contract has been signed by all parties to the contract.

Duration

The duration of the contractual relationship between GeoSphere Austria and the customer is to be determined in each individual case. If the duration of the contractual relationship

between GeoSphere Austria and the customer is not agreed upon separately in an individual case, it is considered to be concluded for an indefinite period of time.

Termination

a) Ordinary termination

Contractual relationships between GeoSphere Austria and the customer can be terminated - unless otherwise agreed in individual cases - by either contracting party by giving three months' notice to the end of each quarter.

b) Extraordinary termination

Unless otherwise agreed in individual cases, contractual relationships between GeoSphere Austria and the customer may be terminated by GeoSphere Austria without notice if

- the customer ceases his/her business operations
- the customer violates one or more provisions of these General Terms and Conditions or of any contract existing between the customer and GeoSphere Austria or neglects the interests of GeoSphere Austria in a careless manner;
- the customer is in arrears with the payment of the monthly fee and despite a grace period of at least 14 days the arrears are not paid in full;
- insolvency proceedings are opened against the customer's assets or such proceedings are dismissed for lack of assets to cover costs.

Similarly, contractual relationships between GeoSphere Austria and the customer may be terminated by the customer without notice - unless otherwise agreed - if

- GeoSphere Austria discontinues the operation of that branch of business which is necessary for the fulfillment of its obligations under the terms of the contract concluded with the customer;
- GeoSphere Austria grossly violates one or more provisions of these General Terms and Conditions or of any contract existing between GeoSphere Austria and the customer, or neglects the interests of the customer in a careless manner;
- insolvency proceedings are instituted against the assets of GeoSphere Austria, or such proceedings are dismissed for lack of assets to cover costs.

Any kind of termination must be in written form. E-mail (but not fax) sufficiently fulfills this written form requirement.

4. Prices and terms of payment

Fee

GeoSphere Austria provides its services, unless they are explicitly free of charge, against payment. The amount of the price will be determined on a case-by-case basis.

In case of doubt, all prices are net and exclusive of any additional costs (fees or other charges).

Payment due date

Unless otherwise agreed in individual cases, payments shall be due and payable without deduction within 30 calendar days of receipt of the invoice.

Value Added Tax and Other Fees and Charges

If GeoSphere Austria is subject to value added tax with regard to the specific service, GeoSphere Austria will charge the value added tax in addition to the agreed fee. In this case, the additional charging of value added tax does not constitute a right of withdrawal for the contracting partner.

Any changes in tax rates, duties and/or fees or other public-law levies that become due with regard to the services to be provided by Geo- Sphere Austria will be invoiced by GeoSphere Austria at any time after any legal change becomes effective and do not entitle the contracting partner to withdraw from the contract prematurely.

Indexing

Fees charged by GeoSphere Austria for periodically recurring services are index based. The basis for calculation is the consumer price index published by STATISTIK AUSTRIA, as amended from time to time. The index figure published in the month of the conclusion of the contract shall serve as reference value. The fee shall be adjusted once a year on the basis of the index figure published for January, with effect for the current calendar year. If the consumer price index is no longer published, the index most closely corresponding to the index published by an official body shall be used as the basis for value protection. The right of GeoSphere Austria to claim an increase of the fee resulting from the index change expires exclusively if this right is not asserted within three years from the relevant index increase. Non-calculation or non-increase - regardless of the duration - shall not be deemed a waiver.

Default

In case of default of payment by the customer, GeoSphere Austria is entitled to suspend the service after prior reminder and setting of a two-week grace period and corresponding warning. The right of GeoSphere Austria to extraordinary termination of the contractual relationship remains unaffected.

Default interest

In the event that a customer is in default of payment of all or part of the invoice amount due to him, interest of 12% p.a. of the amount in default will be charged, subject to the assertion of further damages for default.

Reminder and collection charges

In case of default, the customer is obligated to reimburse GeoSphere Austria for any reminder and collection expenses incurred, as far as they are necessary for the appropriate prosecution. In case GeoSphere Austria is in charge of the dunning process, the customer is obliged to pay an amount of EUR 15,00 per reminder and an amount of EUR 5,60 per half year for the keeping of records of the debt relationship in the dunning process.

Retention

The customer is not entitled to withhold payments due to incomplete overall performance, claimed warranty or guarantee claims or complaints.

5. Compensation, warranty

GeoSphere Austria is liable - regardless of whether it is a contractual, non-contractual or statutory basis for a claim - for a breach of duty for which it is responsible, regardless of the legal grounds, only in the case of intent and gross negligence. Liability for slight negligence - with the exception of personal injury - is excluded.

In addition or beyond that, claims for damages by the customer against GeoSphere Austria, regardless of their legal nature, are excluded, if and to the extent that this is not contrary to mandatory law.

Any claim for damages must be asserted in writing to GeoSphere Austria within six months from the date of knowledge, if otherwise excluded.

Any liability for gross negligence is limited to the amount of the order volume, but not more than EUR 440,000.

GeoSphere Austria is not liable for any delays in delivery and/or performance that occur due to force majeure or due to events that make it significantly more difficult or impossible for GeoSphere Austria to perform its services (in particular strikes, lockouts, official orders, failure or disruption of communication networks, etc.), even if they occur at suppliers or contractors of GeoSphere Austria or its sub-suppliers or subcontractors and were not foreseeable at the time the contract was concluded.

With regard to any defects, the statutory provisions shall apply, in particular § 377 UGB as amended, unless otherwise agreed in these General Terms and Conditions or in the individual contracts. The basis of the warranty/liability for defects is above all the agreement reached on the quality of the services. The warranty period is 6 months from handover of the respective services to the customer. In case of doubt, the handover is considered to have taken place upon electronic receipt/processing of the services delivered by GeoSphere Austria.

In the case of rectifiable defects, the customer is entitled to claim improvement or supplementation of the missing parts, if GeoSphere Austria is responsible for the defects during the provision of services.

GeoSphere Austria shall be liable for delay and impossibility of performance only, for which GeoSphere Austria is responsible, as well as for the existence of warranted properties. Compensation for consequential damages and pure financial losses, unrealized profit or savings, loss of interest and damages from third party claims against customers is excluded to the extent permitted by law. The burden of proof for the existence of gross negligence lies with the injured party.

Furthermore, GeoSphere Austria assumes no liability for the products and services derived by the customer from the information provided - in accordance with the provisions of these

General Terms and Conditions. The customer agrees to indemnify and hold GeoSphere Austria harmless from any claims by third parties.

6. Rights of use

Unless otherwise provided by law in a specific case (in this context, reference is made in particular to §5 GSAG, Federal Law Gazette I No. 60/2022), the customer has the non-exclusive right to use the information provided for the duration of the contract, in terms of location within the contract territory - in the absence of a corresponding provision in the individual case, within the territory of Austria - and in terms of subject matter limited to the purpose of the contract. Any further use is not permitted without the written consent of GeoSphere Austria.

The copyright to the services and information provided by GeoSphere Austria in accordance with the individual contractual agreement, in particular meteorological forecast data, graphics, visualizations, information from "reconnaissance and data collection work in accordance with §3 lit. 17 GSAG - Federal Law Gazette I No. 60/2022, etc. remains with GeoSphere Austria.

The customer is not entitled to pass on services provided by GeoSphere Austria, in particular the information, services or services made available, regardless of whether this is done in written form, on data carriers or in electronic form or verbally, to third parties - whether against payment or free of charge - or to make them available to third parties in any other way. "Third party" shall mean any person other than the Customer, even if such person has any relationship to one of the contracting parties.

If the customer is entitled to further use and/or publication of the services provided by GeoSphere Austria in individual cases (e.g. because they serve as the basis of technical expert opinions and professional assessments), GeoSphere Austria is to be cited as the source and this is to be indicated as follows: © GeoSphere Austria.

In all other respects, reference is made to the following supplementary terms and conditions for the use of data.

7. Place of performance, applicable law, place of jurisdiction and other matters

Place of performance

Place of performance is Vienna.

Contractual language

Contract language is German.

In the event of a collision between the German and English versions of these GTC, the German version shall precede. The English version is for information purposes only.

Applicable law

Austrian law shall apply exclusively to the exclusion of all conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods.

Place of jurisdiction

The respective materially competent court for Wien Innere Stadt shall have sole jurisdiction.

Severability clause

Should individual parts of a contract or these General Terms and Conditions prove void, ineffective or contestable, or should these be incomplete, the remaining provisions shall remain unaffected thereby and shall be interpreted or supplemented in such a way that the intended purpose is achieved in a legally permissible manner, according to the will of the contracting parties.

Notifications to contractual partners

Notifications and deliveries to the customer are to be sent to the last address announced in each case. If the customer does not communicate his address in writing or not in time, GeoSphere Austria shall be held harmless and indemnified in this respect.

Prohibition of assignment

Claims against GeoSphere Austria must not be assigned, unless GeoSphere Austria has agreed to the assignment in writing beforehand.

Consumer business

For the legal relationship with consumers as defined by § 1 KSchG, the provisions of these terms and conditions apply only insofar as the law does not cogently provide differently.

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SUPPLEMENTARY TERMS AND CONDITIONS
for the provision of meteorological data as well as the provision of
meteorological services by GeoSphere Austria.

1. General

These supplementary terms and conditions apply to all services of the national meteorological and geophysical service of GeoSphere Austria and the services to be provided by GeoSphere Austria within the scope thereof.

2. Special liability provisions

GeoSphere Austria has implemented a quality management system (QM) and has been certified since October 2003 (according to ÖNORM EN ISO 9001:2000). One of the QM goals is data availability of at least 98%. Due to the large amount of data that is processed by computer, failures cannot be completely excluded. Therefore, a data failure within the QM target is neither a reason for complaint nor a reason for price reduction.

GeoSphere Austria renders its services in accordance with the recognized rules of science and technology.

However, since experience shows that the actual weather situation cannot always be reliably predicted, the services provided by GeoSphere Austria are merely forecasts based on experience with certain probabilities. Therefore, deviations from the actual weather situation cannot be avoided. GeoSphere Austria therefore assumes no liability whatsoever towards the customer or third parties associated with the customer in connection with any non-conformance of meteorological data and forecasts with the actual or past weather situation.

In the event that weather stations operated by GeoSphere Austria should fail and replacement is not possible or only possible with considerable economic and/or technical effort, GeoSphere Austria is entitled to postpone its services for the duration of the hindrance or - in the case of an expected permanent - non-availability of data - to withdraw from the contract either completely or - with regard to the part not yet fulfilled - at least partially.

SUPPLEMENTARY TERMS AND CONDITIONS
for the publishing and the use of the webshop of
GeoSphere Austria

1. Product range of GeoSphere Austria

The product range of GeoSphere Austria can be found on the website (www.geosphere.at).

GeoSphere Austria is free to change, extend or limit the product range at any time.

The descriptions, drawings or illustrations of the offered products contained in the product information and details as well as price lists, printed matter, catalogues or own data carriers are made to the best of our knowledge. GeoSphere Austria assumes no liability for possible printing errors, technical changes to the products, characteristics of the products or topicality, correctness, completeness or quality of the information provided. GeoSphere Austria is neither liable for direct or indirect damages or consequential damages, including loss of business profit or loss of savings, unless specific characteristics are expressly guaranteed to the customer in writing as binding.

In principle, GeoSphere Austria does not provide software to the customer for the purpose of reading and processing digital data, unless this is explicitly offered to the customer in the product information.

GeoSphere Austria makes every effort to provide products of the webshop without interruptions. Due to maintenance work or disturbances, the possibilities of use may be limited and/or temporarily interrupted. Claims for compensation cannot be derived from this.

All product offers as well as product information of GeoSphere Austria are always subject to change without notice, unless a written binding declaration is explicitly given to the customer.

2. Contracting party (customer)

Orders that go beyond the limited product offer require the disclosure of customer-related data (customers known by name), as well as a written consent of the customer for the purchase of the product according to the offer of GeoSphere Austria.

The customer is liable for the correctness and completeness of the data provided to GeoSphere Austria in the course of business transactions.

Changes of customer-related data have to be announced to GeoSphere Austria by named customers.

The registered customer is solely responsible for the confidential treatment of his/her user name and password.

The customer is liable for all actions that are carried out via his access in the webshop. By entering the correct user name and password, the respective customer is considered legitimate to GeoSphere Austria. GeoSphere Austria is under no obligation to verify the identity of the customer.

GeoSphere Austria is not liable for any loss or damage resulting from a violation of this provision by the registered customer.

3. Conclusion of contract

The presentation of the products on the website of GeoSphere Austria, in the online store or in apps, catalogues, brochures or advertisements etc. is non-obligatory and does not constitute a legally binding offer.

The customer makes a binding offer to conclude a purchase contract by placing an order via the webshop of GeoSphere Austria.

Electronic business transactions with GeoSphere Austria require the use of a suitable browser.

Orders can only be placed via the order masks contained in the webshop.

Completed order forms or the shopping cart are bindingly confirmed by the customer by mouse click after verification and transmitted to GeoSphere Austria (order). GeoSphere Austria is not obligated to reconstruct mutilated messages transmitted via electronic commerce.

After verification of the contract declaration (order), the customer receives an order confirmation in the course of the ordering process (webshop) according to § 5d Consumer Protection Act (KSchG) to the email address provided by the customer.

A valid contractual relationship in the webshop is only established by an explicit declaration (order confirmation) of GeoSphere Austria to the customer by e-mail. For this and for the transmission of other legal notifications, the customer must provide an e-mail address in the web store.

GeoSphere Austria is free to accept offers even partially.

4. Price, due date

All prices are inclusive of the applicable value added tax of the Republic of Austria. Any other costs such as shipping costs and packaging costs are not included in the price of the goods and are shown separately. The prices of the day of the order apply.

The purchase price is due when ordering the goods. Payment is only considered to have been made when GeoSphere Austria can dispose of the amount.

5. Terms of purchase and payment

The purchase of GeoSphere Austria products is possible for both named (registered) and anonymous (unregistered) customers. In the webshop, the purchase of GeoSphere Austria products is only possible for registered customers.

Only a limited range of products is available for unregistered customers. Payment must be made immediately after delivery of the ordered product(s) - step by step.

Named and registered customers can purchase products that go beyond the limited product range. Payments made step by step must be made by the customer immediately after the handover of the product(s).

In the event of default, the customer agrees to reimburse GeoSphere Austria for any reminder and collection fees incurred where necessary and reasonable for appropriate legal prosecution. In case of delayed payment, an additional 12% interest on arrears p.a. has to be paid.

GeoSphere Austria retains ownership of the object of purchase until the purchase price has been received in full.

6 Shipping, complaints

Shipment is at the expense and risk of the customer. GeoSphere Austria is not liable for loss or damage during transport.

Damages in transit have to be claimed by the customer in his/her own interest immediately upon receipt and have to be confirmed by the deliverer.

Non-receipt of ordered goods is to be reported by the customer in due time, i.e. after expiration of the estimated delivery time, but at the latest within 30 days after receipt of the order. Complaints made outside this period can no longer be considered.

7. Electronic download products

For electronic download products the download of the product is considered as shipment.

All contents of electronic download products are protected by copyright.

Unless otherwise stated by GeoSphere Austria in individual cases, copyright is held by GeoSphere Austria. If the customer reuses and/or publishes electronic download products obtained from GeoSphere Austria in individual cases, GeoSphere Austria is to be cited as the source and this is to be indicated as follows: © GeoSphere Austria. In the case of presentations on the Internet, the source note is to be deposited with a link to www.geosphere.at. This also applies to subsequent products or modified data derived from the data provided by GeoSphere Austria.

All content may - unless otherwise agreed - be used exclusively for private use. The rights of use are not transferable.

The customer may research and read in the electronic download product and print out documents for his/her own purposes (archiving).

The customer is obliged to use the contents exclusively in the granted form. In particular, the following are not permitted: mirroring of data on servers without the consent of GeoSphere Austria, unauthorized reproduction of the content, in particular for commercial purposes, enabling third parties to reproduce the content, making the content accessible via the Internet, making the content accessible for a fee, publishing the content without the consent of GeoSphere Austria, technical conversion and/or editing of the download products and/or reworking of their content.

8. Delay, Warranty and Compensation

GeoSphere Austria is liable for delay and impossibility of performance only to the extent that GeoSphere Austria is responsible for such delay or impossibility, as well as for the existence of warranted characteristics. Compensation for consequential damages and pure financial losses, unrealized profit or savings, loss of interest and damages from third party claims against customers is excluded to the extent permitted by law. The burden of proof for the existence of gross negligence lies with the injured party.

With regard to any defects, the statutory provisions shall apply unless otherwise agreed in these General Terms and Conditions or in individual contracts.

The basis for the warranty/liability for defects is primarily the agreement between GeoSphere Austria and the customer regarding the quality of the services.

In case of remediable defects, the customer is exclusively entitled to claim improvement or supplement of the missing parts, if GeoSphere Austria is responsible for the defects at the time of service provision.

The customer may only demand a price reduction or termination of the contract if the improvement or replacement is not possible, would involve disproportionate effort for GeoSphere Austria, or if GeoSphere Austria has not complied with the customer's request or has not complied with it within a reasonable period of time.

The right to terminate the contract is excluded if the defect is merely minor.

For any claim for damages against GeoSphere Austria due to a breach of duty for which GeoSphere Austria is responsible, regardless of the legal basis, GeoSphere Austria is liable only for intent and gross negligence. Liability for slight negligence - with the exception of personal injury - is excluded.

In particular, GeoSphere Austria does not guarantee and is not liable for the content of the goods, especially not for the formal or content-related correctness or legality of the statements, texts, pictures, sound, or image carriers etc. contained therein.

GeoSphere Austria expressly excludes the application of § 7 VGG (obligation to update goods with digital elements as well as digital services).

9. SPECIAL CONDITIONS for CONSUMERS as defined by § 1 KSchG (Consumer protection act) Withdrawal - Cancellation policy

Consumers within the meaning of § 1 of the Consumer Protection Act (KSchG) may revoke their contracts, even if they were concluded at a distance via webshop, e-mail or telephone, under the following conditions:

Right of withdrawal for goods

The customer has the right to revoke the contract within fourteen days without giving any reason. The revocation period begins on the day on which the customer or a third party designated by the customer (who is not the carrier) has taken possession of the goods (in the case of partial deliveries of a uniform order, the last goods).

Special provisions regarding the delivery of digital content that is not delivered on a physical data carrier (e.g. downloads or similar)

In the case of the provision of digital content (e.g. downloads), the right of withdrawal expires when GeoSphere Austria has started to fulfill the contract.

If the customer is obligated to make a payment, the right of withdrawal only expires,

- if the customer has expressly agreed to the start of the contract fulfilment before the expiration of the withdrawal period, and
- the customer has confirmed that he/she has taken note of the fact that he/she loses his/her right of withdrawal due to the premature commencement of the performance of the contract, and
- if GeoSphere Austria has provided the customer with a confirmation of the contract.

The right of revocation shall be exercised by a clear written (revocation) declaration to GeoSphere Austria - Federal Institute of Geology, Geophysics, Climatology and Meteorology, Hohe Warte 38, 1190 Vienna, direktion@geosphere.at.

In order to comply with the revocation period, it is sufficient that the notification of the exercise of the right of revocation is sent before the expiry of the revocation period.

The right of revocation does not apply to

- contracts for the supply of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the customer is decisive or which are clearly tailored to the personal needs of the customer,
- contracts for the delivery of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery, as well as
- contracts for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts.

Consequences of the revocation

In the event of a revocation, GeoSphere Austria is obligated to repay the customer the payments made by the customer with regard to the revoked legal transaction, including delivery costs (with the exception of additional costs resulting from the fact that the customer chose a type of delivery other than the most favorable standard delivery offered by GeoSphere Austria), without delay and at the latest within fourteen days from the day on which GeoSphere Austria received notification of the revocation of the contract.

GeoSphere Austria is free to choose the method of repayment, but GeoSphere Austria is not entitled to charge any fees for the repayment.

GeoSphere Austria is entitled to refuse repayment until it receives the goods back or until the customer provides proof that the goods have been returned, whichever is earlier.

The customer is obligated to return or hand over the goods to GeoSphere Austria without delay, but no later than fourteen days from the date of the revocation notice. The deadline is met if the goods are sent before the deadline expires.

The customer bears the direct costs of returning the goods. The customer is also liable for any loss of value that is due to handling by the customer that is not necessary to inspect the condition, properties and functioning of the goods.

Loss of the right of withdrawal:

The right of revocation shall expire prematurely in the case of contracts for the delivery of digital content not stored on a physical data carrier if the customer has expressly consented to the execution of the contract being commenced prior to the expiry of the revocation period and was aware that he had waived his right of revocation by giving such consent.

SUPPLEMENTARY TERMS AND CONDITIONS

for the use of data

1. General

These supplementary terms and conditions govern the use and exploitation of all geological, geoscientific, geophysical, climatological and meteorological analogue and digital data owned by GeoSphere Austria ("Data"), provided the use of such Data by third parties.

The following provisions apply both to the use of data and to any kind of presentation thereof (e.g. on the Internet, as maps or plots, plans, models, concepts, samples, documents or other works).

The following provisions shall apply mutatis mutandis to all other existing industrial property rights of GeoSphere Austria, unless other mandatory provisions exist by law.

2. Content and scope of the data usage right

The customer shall be granted a non-exclusive authorization to use the data (authorization to use the work) which shall only become effective upon confirmation that the customer has taken note thereof and only upon compliance with the Terms of Use. The authorization to use the pages or services available on the Internet is subject to acceptance of these Terms of Use.

In case of transfer of data owned by GeoSphere Austria, GeoSphere Austria remains the owner of the data. Furthermore, GeoSphere Austria retains the exclusive rights of use and exploitation of the data.

The use of the data provided by GeoSphere Austria is only permitted for personal use.

The transfer of the data against payment or free of charge, the sale of the rights of use or the granting of sublicenses to third parties is not permitted. Similarly, the customer is not entitled to reproduce the data - by any means whatsoever - with the exception of reproductions for the purpose of data backup. Furthermore, the customer is prohibited from copying or modifying the data in any way.

The customer is obligated to store the data carefully and must ensure that third parties do not have unauthorized access to the data. The customer shall also be liable for persons attributable to him (e.g. employees).

In case of analogue as well as digital use of data owned by GeoSphere Austria, the source note "@GeoSphere Austria" has to be mentioned. This also applies to subsequent products or modified data derived from the data provided.

3. Violation of the terms of use

In case of a violation of the terms of use, the right of use expires automatically and with immediate effect.

In case of a violation of the terms of use, the customer is liable for any damage caused to GeoSphere Austria.

Furthermore, in the event of a violation of the terms of use, the customer is obligated to return the data and to pay a penalty of EUR 1,000,-, which is not subject to judicial mitigation.

In the event of a dispute, the customer has the burden of proof that the facts justifying the claim do not exist.

GeoSphere Austria also reserves the right to take further legal steps.

4. Liability of GeoSphere Austria

The data are provided by GeoSphere Austria with utmost care.

Therefore, GeoSphere Austria does not assume any liability or warranty whatsoever for specific or usually assumed properties or the up-to-dateness of the data, the correctness, completeness or quality of the data as well as technical changes to the data.

There is no obligation on the part of GeoSphere Austria to update or to monitor the up-to-dateness; consequently, there is also no obligation to mark any products that are no longer updated. GeoSphere Austria is not liable for direct or indirect damages, consequential damages, loss of profit or loss of savings.

GeoSphere Austria also assumes no liability for information and its contents, which are processed and/or created by the customer with the data of GeoSphere Austria.

Finally, GeoSphere Austria is not liable for the usability of the data for specific (individual) purposes of the customer. GeoSphere Austria endeavors to make the data available without interruptions, but assumes no liability for the availability, trouble-free operation and freedom from errors of the data retrieval.

Use of the data occurs at the customer's own risk.

For consumers as defined by § 1 Consumer Protection Act (KSchG), the above provisions shall apply in accordance with §§ 8 and 9 Consumer Protection Act (KSchG)

SUPPLEMENTARY TERMS AND CONDITIONS
for the provision of expert services by
GeoSphere Austria

1. General

The present Terms and Conditions apply to contracts between GeoSphere Austria and its customers for expert opinions, consulting, testing and other orders ("Expert Opinions"), unless otherwise expressly agreed in writing.

2. Placing of order

The customer shall provide GeoSphere Austria with all documents, information, and data necessary for the proper preparation of the expert opinion free of charge and without special request. The customer has to support GeoSphere Austria in its work and has to inform GeoSphere Austria immediately about changes which are relevant for the expert opinion.

GeoSphere Austria is not liable for any disadvantages resulting from incorrect information or concealment of facts by the customer or from late or non-receipt of documents.

At the request of GeoSphere Austria, the customer must confirm the completeness of the documents submitted and the information provided in a written statement.

3. Rights and duties of GeoSphere Austria

GeoSphere Austria commits itself to the careful execution of contractually assumed services and strives to make the wealth of experience from all previous orders available to the client.

GeoSphere Austria provides the services impartially and to the best of its knowledge and belief in accordance with the applicable principles. GeoSphere Austria is not bound by instructions of the customer if these would result in incorrectness of the contents of the expert opinion.

GeoSphere Austria can, without special agreement by the customer, arrange for the following things necessary for the execution of the order:

Inspections, necessary investigations, laboratory tests, photographs, sketches, travel up to a distance of 150 km (from GeoSphere Austria's headquarters).

GeoSphere Austria carries out the orders given to it under its personal responsibility. The use of auxiliary staff under its supervision is permissible.

The customer will use other surveyors during the term of the contract in the area of responsibility of GeoSphere Austria only after prior consultation with GeoSphere Austria. GeoSphere Austria is not liable for expert opinions or results of other experts or technical experts.

4. Deadlines and dates

GeoSphere Austria has to provide the expert opinion within a reasonable time. Agreed deadlines are only valid if they have been assured to the customer in writing.

The time limit for the preparation of the expert opinion begins at the earliest with the complete provision of all information and documents required for the preparation of the expert opinion by the customer.

5. Secrecy, Release of Documents

GeoSphere Austria undertakes to treat any confidential information it receives in the course of its work for the customer as confidential.

The fact of placing the order itself will also be treated confidentially upon written request by the customer.

GeoSphere Austria will - upon request by the customer - hand over all documents provided by the customer. GeoSphere Austria is entitled to refuse the surrender of documents until full payment of its services including all additional costs.

GeoSphere Austria is entitled to make and keep copies or photocopies of documents returned to the customer at its own expense.

Furthermore, GeoSphere Austria is entitled to use the knowledge gained from its activities for the customer in any form it wishes, in particular as a basis for other expert opinions or scientific work, while maintaining its duty of confidentiality. The customer is not entitled to any income generated by GeoSphere Austria.

6. Right of use

The customer may use the expert opinion commissioned by it only for the purpose specified in the commissioning.

Unless otherwise stated in the purpose of GeoSphere Austria's commission, the expert opinion may only be reproduced and published with the written consent of GeoSphere Austria.

The expert opinion in its entirety is the property of GeoSphere Austria.

7. Liability

GeoSphere Austria is liable only for intent and gross negligence, regardless of whether the claim is contractual, non-contractual or statutory.

Further claims for damages are excluded.

Liability of GeoSphere Austria for consequential harm caused by a defect as well as towards third parties is explicitly excluded.

Should the customer pass on the expert opinion or parts of it to third parties, it assumes personal liability for damages of third parties, which arise due to the expert opinion.

In particular, GeoSphere Austria is not liable for any damages resulting from an improper use of the expert opinion. This applies equally in the case of the use of draft expert opinions, parts of expert opinions and extracts or in the case of the use of modified versions of expert opinions.

8. Termination

Termination of the evaluation contract is only possible for good cause.

Termination requires the written form. One important reason for termination is a gross violation of its obligations by GeoSphere Austria.

Another important reason for termination is the customer's failure to cooperate, a refusal of consent to inspection, or failure to provide access to GeoSphere Austria to required information and documents. One important reason for termination is the obstruction of GeoSphere Austria's work by the customer or customer behaviour in a manner contrary to its duties despite an appropriate reminder from GeoSphere Austria.

In case of an extraordinary termination of the contract by GeoSphere Austria, GeoSphere Austria is entitled to full compensation of its expenses already incurred.