

## §1 Validity and scope

- (1) These Terms of Business are valid subsidiary to contracts signed by [Dipl.-Ing. Walter Abel Management Consulting](#) and their customers (orders and agreements). They define the rules of cooperation between the customer and [Dipl.-Ing. Walter Abel Management Consulting](#) and third parties respectively.
- (2) [Dipl.-Ing. Walter Abel Management Consulting](#) is entitled to fulfill customer contracts either by employed staff or by commercial cooperation partners (in total or partially).
- (3) In case of software deliveries the terms of the software license agreement of [Dipl.-Ing. Walter Abel Management Consulting](#) and the license terms of the software supplier respectively are valid in addition to these Terms of Business
- (4) All contracts and agreements are only valid in case authorized persons of both parties to the contract sign them. They only obligate both parties to the contract as described in the written contract.
- (5) All changes and amendments to a contract have to be done in writing including disclaimer of the written form.
- (6) If one or more of the contractual terms are or become ineffective, the parties to this contract are obliged to substitute the ineffective terms by effective ones, which have nearly the same economical effect and the parties reasonably would have accepted the contract with the new clause(s).

## §2 Obligation of the customer

- (1) The customer ensures, that all organizational conditions are supporting an undisturbed and fast progress of the engagement at the place of delivery. Furthermore the customer defines an internal person responsible for the project who will be the unique contact for [Dipl.-Ing. Walter Abel Management Consulting](#) for all aspects of the engagement. As far as the engagement is fulfilled on the customer's site the customer will provide the meeting rooms with appropriate infrastructure and will assure that all defined participants from his side are available and undisturbed during scheduled workshops.
- (2) The customer grants access to all necessary documentation for fulfilling the engagement even without special request and in time. Furthermore the customer will inform [Dipl.-Ing. Walter Abel Management Consulting](#) about all activities and circumstances prior to and during the engagement that might be of influence to the engagement.
- (3) The customer will inform his employees and the members of the work council (if in place) prior to the start of the engagement about the content of the engagement.
- (4) To ensure a trustful cooperation the customer will inform [Dipl.-Ing. Walter Abel Management Consulting](#) fully about consulting projects which have been performed prior to the engagement or are performed in parallel even in different fields.

## §3 Scope of engagement

- (1) The scope of the engagement is defined in the engagement's contract.
- (2) The engagement may be cancelled at any point in time by [Dipl.-Ing. Walter Abel Management Consulting](#) due to weighty reasons with a one months period of notice in form of registered letter (cancellation date is date of postmark). All deliveries of the engagement until cancellation have to be paid according to a respective agreement.

## §4 Grant of independence

- (1) Both parties are committed to mutual loyalty.
- (2) Both parties to the contract are obliged to arrange for avoidance of threat to the independence of single employees and cooperation partners of [Dipl.-Ing. Walter Abel Management Consulting](#). This focuses especially on employment offers and engagements for own account.

## §5 Reporting

- (1) Both parties to the contract agree on ongoing / final documentation according to the engagement's progress.
- (2) Scope and form of the documentation will be defined in the engagement's contract.

## §6 Protection of intellectual property / copyright / right of use

- (1) The customer is obliged to ensure, that all offers, reports, analyses, opinions, organizational plans, software programs, white papers, concepts, calculations, drawings, electronically stored data and other results of the engagement are used only internally and for the purpose of the engagement. Especially the passing-on of any information from [Dipl.-Ing. Walter Abel Management Consulting](#) (against or without payment) to third parties needs written permission, which in no way generates any liability of [Dipl.-Ing. Walter Abel Management Consulting](#).
- (2) The use of statements from [Dipl.-Ing. Walter Abel Management Consulting](#) for advertising without permission is prohibited. Any violation of that kind entitles [Dipl.-Ing. Walter Abel Management Consulting](#) to cancellation of the contract without notice.
- (3) [Dipl.-Ing. Walter Abel Management Consulting](#) has the copyright of all results of the engagement.
- (4) Due to the fact that the results of the engagement are intellectual property of [Dipl.-Ing. Walter Abel Management Consulting](#) the right of use stays with [Dipl.-Ing. Walter Abel Management Consulting](#) even after payment of the engagement only for the customer's purposes and according to the contract.

## §7 Correction of deficiencies, warranty

- (1) Dipl.-Ing. Walter Abel Management Consulting is entitled and obliged to correct deficiencies of the engagement's results that become effective subsequently. In this case the customer has to be informed immediately.
- (2) The customer has the legal claim to get corrections of deficiencies free of charge as far as they are caused by Dipl.-Ing. Walter Abel Management Consulting. This claim ends six months after the end of the engagement (fulfillment notice from Dipl.-Ing. Walter Abel Management Consulting).
- (3) The customer has the legal claim to get appropriate reduction of the consulting fee in case the correction of deficiency fails. In case the engagement's results are in total of no use for the customer due to failure of deficiencies correction the customer has the right of conversion. In case of further claims the terms of section 8 are effective.

## §8 Limited liability

- (1) Dipl.-Ing. Walter Abel Management Consulting and its employees are working according to the recognized principles of consultancy business and are therefore liable for damages only in case of proved intention in the terms of the law. This is also effective in case of subcontracted (by Dipl.-Ing. Walter Abel Management Consulting) third parties. Liabilities and claims are impossible in cases of negligence.
- (2) The liability of Dipl.-Ing. Walter Abel Management Consulting in any case is limited to and shall not exceed the amount actually paid to Dipl.-Ing. Walter Abel Management Consulting by the other party in respect of the supply of the particular products or services which gave rise to the liability in question.
- (3) Dipl.-Ing. Walter Abel Management Consulting shall not in any case be liable whether in contract, tort, by reason of negligence or otherwise for any indirect, special or consequential damages, howsoever arising (including but not limited to loss of revenue or loss of anticipated profits) in connection with or arising out of the furnishing, functioning or use of the products or any item of service provided and shall not be liable for any other damages except as expressly provided in those terms of business.
- (4) All liabilities have to be claimed within six months after recognition by the customer, latest two years after finish of the engagement (fulfillment notice from Dipl.-Ing. Walter Abel Management Consulting).
- (5) If the engagement is performed by a third party being a lawyer, a data processing company or an economic trustee and the customer is informed about, all liabilities according to the law and the terms and conditions of this third party are considered as delegated to the customer.
- (6) Force Majeur: neither party shall be liable hereunder to the other for any loss, injury, delay or damages suffered or incurred by the other party due to strikes, official or unofficial industrial action, riots, acts of terror, fires, storms, avalanches, flood damage, explosions, war (declared or not declared), supervening legislation, Governmental or other regulations and directives or any other similar cause beyond its reasonable control, and any failure or delay by either party in performance of any of its obligations under this contract due to any of the foregoing causes shall not be considered as a breach of this contract and shall not give rise to any liability.

## §9 Obligation to confidentiality

- (1) Dipl.-Ing. Walter Abel Management Consulting and its employees, as well as engaged third parties (by Dipl.-Ing. Walter Abel Management Consulting) are obliged to confidentiality in all matters of the engagement. This obligation is valid for information about the customer himself and his business connections as well.
- (2) Only the customer himself is entitled to release Dipl.-Ing. Walter Abel Management Consulting from this obligation to confidentiality in written form.
- (3) Dipl.-Ing. Walter Abel Management Consulting may provide reports, concepts and other written material about the results of the engagement to third parties only with permission of the customer.
- (4) The obligation to confidentiality for Dipl.-Ing. Walter Abel Management Consulting, its employees and engaged third parties (by Dipl.-Ing. Walter Abel Management Consulting) is effective even after the end of the engagement, besides cases of legal obligation to give information.
- (5) Dipl.-Ing. Walter Abel Management Consulting is entitled to process personal data provided by the customer for the purpose of the engagement or to have them processed by third parties. Dipl.-Ing. Walter Abel Management Consulting guarantees according to the data protection laws to treat these data as strictly confidential. All confidential data provided by the customer will be returned after the fulfillment of the engagement.

## §10 Fees & expense rates

- (1) The consultancy fees are defined in the contract.
- (2) If the customer hinders Dipl.-Ing. Walter Abel Management Consulting to fulfill the engagement the fee defined in the contract has to be paid by the customer anyway.
- (3) If the engagement is fulfilled only partially due to important reasons from Dipl.-Ing. Walter Abel Management Consulting the customer has to pay the fees for the fulfilled part of the engagement, especially in cases where the partial fulfilled engagement is of commercial use for the customer.
- (4) Dipl.-Ing. Walter Abel Management Consulting is entitled to fulfill the contract only in case of full payment of the consultancy fees defined in the contract. Complaints about the deliveries of Dipl.-Ing. Walter Abel Management Consulting do not give the right to freeze payments to the customer (only in case of obvious deficiencies).
- (5) The actual consultancy fees and expense rates (travel and other costs of doing business) are defined in the Dipl.-Ing. Walter Abel Management Consulting Fees and Expense Rates Guideline (in the respective valid release).

**§11 Reference**

- (1) Dipl.-Ing. Walter Abel Management Consulting is entitled to state the customer on its reference list after signing the contract.

**§12 Applicable law / place of delivery / place of jurisdiction**

- (1) For the contract, its fulfillment and all other titles deriving from the contract, Austrian law is applicable except anything different is stated in the contract.
- (2) The default place of delivery is Vienna except specified differently in the contract.
- (3) Place of jurisdiction is Vienna.

**Dipl.-Ing. Walter Abel  
Management Consulting**

Karl Czerny - Gasse 2/2/32  
A - 1200 Vienna  
Phone: +43 (1) 92912 65  
Fax: +43 (1) 92912 66  
Email: office@walter-abel.at  
Internet: www.walter-abel.at