

# GENERAL TERMS AND CONDITIONS OF CONTRACT (Annex B)

## INTERNATIONALES AMTSSITZ- UND KONFERENZZENTRUM WIEN AKTIENGESELLSCHAFT

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## 1 Preamble

### 1.1 Scope of application

The following General Terms and Conditions of Contract (hereinafter: GTC) apply to all contracts, legally relevant declarations and pre-contractual obligations that concern the rental of rooms and spaces in the Austria Center Vienna (hereinafter: ACV) including related services for the purpose of organising events entered into by and between Internationales Amtssitz- und Konferenzzentrum Wien, AG (hereinafter: IAKW-AG) and its contractual partners. Furthermore, these GTC apply to any additional agreements, collateral agreements, additions and changes effected after the contract has been concluded. The version of the GTC valid at the time of the conclusion of the contract shall apply.

### 1.2 Reservation of right of amendment

IAKW-AG reserves the right to modify, amend or exchange individual provisions of the GTC that are applicable to existing contracts (hereinafter: "amended GTC").

The contractual partners are informed of the amended GTC via the contact information they have shared. The contractual partner can lodge an objection against the amendments in writing within two weeks after the amended GTC have been sent to them. If no objection is made, the amended GTC are considered agreed upon from the date they were communicated.

If a contractual partner raises an objection in writing within the stipulated period, IAKW-AG is entitled to rescind the contract; in such a case, the respective stipulations of section 10 of the GTC apply.

## 2 Subject matter of the contract

### 2.1 Rooms, spaces and other services

The contract's subject matter encompasses the rental of rooms and (open-air) spaces to the contractual partner for the purpose of organising an event and the provision of other services related to the creation of the necessary infrastructure and organisational implementation of the event for a fee.

The term "other services" particularly refers to support in planning and organising the event as well as regarding the setup, modification and removal of event equipment, renting out furniture, movable goods, event equipment, etc., cleaning and waste management, letting and setting up event technology equipment (lighting, audio, video, hybrid services, internet, etc.), security services and medical services.

### 2.2 Beginning and end of the rental period

The rental period starts on the first day of setup agreed upon in the contract and ends with the last day of removal; a separate notice of termination is not required. The contractual partner is entitled to use the rooms, spaces, furnishings and other services for the purposes and times stated in the contract only.

### 2.3 Alternative facilities

IAKW-AG reserves the right to make alternative facilities available to the contractual partner in the event that the rented rooms and spaces have become unfit for use or other operational reasons necessitate this step. Any additional costs related to the provision of suitable alternative facilities will be borne by IAKW-AG. The contractual partner is not entitled to a reduction of the agreed-upon fee due to the provision of alternative facilities.

## 3 Charges and fees

### 3.1 Rent for rooms and spaces and fees for other services

The charges for renting the contractually specified facilities and other services are based on Annex A, "Program and Cost Schedule", which is an integral component of the contract. The rent for the facilities is calculated based on the price basis stipulated in the respective contract.

The charges for facilities stated in the "Program and Cost Schedule" (Annex A) are fixed prices if the contract has been concluded the same year the event is held. If that is not the case, the prices for rooms and spaces stated in the "Program and Cost Schedule" (Annex A) will be adjusted for inflation based on the 2020 consumer price index published by Statistics Austria or the index replacing it. The adjustment is made based on the average index number of the calendar year corresponding to the price basis agreed upon in the contract. The comparison value is the monthly index for the month in which the event took place. If the index of the month in which the event took place is not yet available when the event is billed, the most recent monthly index available at the time of billing will be used.

Index increases or decreases of up to two percentage points are not considered. Index increases or decreases exceeding two percentage points increase or decrease the price by the full amount of the change.

### 3.2 Contract fees and other charges

The prices stated in the "Program and Cost Schedule" (Annex A) do not include the applicable statutory value-added tax, contract fees or other charges.

Austrian law requires IAKW-AG to report all contracts concluded for renting out event facilities to the Austrian tax authorities and pay the applicable fees. Both the assessment basis and the amount are stipulated by law and cannot be influenced by IAKW-AG. IAKW-AG will bill the contractual partner for this legal transaction fee, which will be payable in full by the contractual partner regardless of whether the event takes place, which means the fee is also payable if the event or contract is cancelled or the event does not take place for any reason whatsoever.

The contractual partner is responsible for paying all other applicable fees, particularly AKM (Austrian Society of Authors, Composers and Music Publishers) fees or other

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royalties. The contractual partner shall indemnify and hold harmless IAKW-AG in the event that such fees are charged to it.

## 4 Payment conditions

### 4.1 Payments

Payment conditions and deadlines are stipulated in the respective contracts entered into by and between IAKW-AG and its contractual partners.

The contractual partner undertakes to pay the agreed-upon amount in full and in a timely manner. Payments must be made in euro exclusively via bank transfer to the bank account of IAKW-AG stated in the invoice and any applicable fees must be borne by the contractual partner.

### 4.2 Final settlement

The final settlement for all fees still payable after the end of the event must be paid within 14 days of the invoice date unless otherwise agreed in the contract.

### 4.3 Allocation of payments

Payments to IAKW-AG are in principle recognised for the purpose stipulated by the contractual partner; if no dedication has been specified, IAKW-AG is free to select one.

### 4.4 Invoicing

Invoices (for an agreed-upon deposit or the final settlement) by IAKW-AG will be sent to the contact data shared by the contractual partner in the contract. Invoices can only be sent to third parties if this has been explicitly agreed upon in writing.

If an invoice is – mistakenly – issued to a third party, the contractual partner remains liable for the amount payable according to the invoice. The contractual partner's debt will only be regarded as settled once the invoiced amount has been paid. If the contractual partner instructs a third party to make the payment to IAKW-AG, the claim will only be considered as settled once it has been paid in full.

All invoices are issued electronically and sent via e-mail. If a contractual partner prefers to receive an invoice via postal mail, they need to make a request via e-mail to: [fa@acv.at](mailto:fa@acv.at). Any costs incurred by sending invoices via postal mail shall be borne by the contractual partner.

### 4.5 Default

#### 4.5.1 Right to suspend performance

In the event that the contractual partner fails to pay the agreed-upon sum in a timely manner, IAKW-AG is entitled to bar the contractual partner and third parties related to the event outlined in the contract from entering ACV. This does not affect the right of IAKW-AG to payment.

#### 4.5.2 Default interest

If the contractual partner makes default in payment, they must pay default interest in the legally stipulated amount pursuant to § 456 of the Austrian Business Code (UGB).

## 5 Provision and performance of services

### 5.1 Information on the event

The contractual partner shall provide to IAKW-AG in a timely manner ahead of the event detailed information regarding its type, programme, required equipment (technical equipment, furniture, ports, etc.) and staff needs. The contractual partner will receive a Checklist (Annex C) for this purpose, which outlines the information necessary to stage the event and the deadlines for sharing this information. The contractual partner undertakes to comply with the deadlines stated in the Checklist (Annex C) as a lack of compliance might hinder the smooth organisation and staging of the event. If necessary information is shared after the deadline, IAKW-AG is entitled to charge the contractual partner for additional costs incurred as a result or rescind the contract; in this case, the stipulations of section 10 of the GTC apply.

### 5.2 Request for services by the contractual partner

If the contractual partner requests services other than or in addition to those agreed upon, IAKW-AG will submit a revised "Program and Cost Schedule" (Annex A) to replace the original "Program and Cost Schedule" (Annex A). If the contractual partner does not object within five business days, the revised "Program and Cost Schedule" (Annex A) will be considered as agreed upon. In the event of an objection, the original "Program and Cost Schedule" (Annex A) remains in force.

Additional facilities or services used that were not stated in the contract will be charged by IAKW-AG even if they are not listed in the "Program and Cost Schedule" (Annex A).

If additional services are requested by the contractual partner at short notice, IAKW-AG reserves the right to request an additional deposit exceeding the payment conditions stipulated in the contract.

### 5.3 Treatment of contractual objects

All contractual objects provided (rooms, spaces, furniture, technical equipment, etc.) must be used as intended and with due care and attention. After the contract term, they must be returned in the same condition they were in before their use. Any constructional or other changes to the rooms, facilities, furniture and technical equipment must only be carried out after having obtained explicit permission by IAKW-AG in writing; any costs for such changes and for returning the objects to their original condition must be borne by the contractual partner. After the end of the event, the contractual partner must return the objects to their original condition.

The contractual partner must report any damage to the rooms, walls, floors, furniture, technical equipment or other structures to IAKW-AG without delay.

#### 5.4 Handover of the contractual objects before and after the event

The contractual objects will, if in any way possible, be handed over following an on-site inspection attended by representatives of IAKW-AG and the contractual partner. Any defects detected in the course of this inspection must be pointed out right away; the contractual partner cannot enforce related claims at a later point. Minor deviations, e.g. due to technical necessities, or variation in colour shades (e.g. of the furniture) are not regarded as defects.

The contractual objects will be returned after a post-event on-site inspection attended by representatives of IAKW-AG and the contractual partner. In the course of this inspection, any damage resulting from the event is documented.

#### 5.5 Setup and removal

The setup and removal of objects brought onto the premises according to the contract must be completed by skilled staff. Setup must not be started any earlier than at the agreed-upon time. Removal must be completed by the time agreed upon in the contract; a failure to do so entitles IAKW-AG to remove and store all objects brought onto the premises, regardless of who owns them, at the contractual partner's risk and expense. Objects brought onto the premises (e.g. exhibition materials, goods, packaging materials, etc.) that are not picked up by the contractual partner or a natural or legal person, exhibitor or other third party commissioned by the contractual partner during the event within a month after the end of the event are considered the property of IAKW-AG after this deadline and can be disposed of at the contractual partner's expense.

#### 5.6 Noise Regulations

As ACV is located next to a residential area, noise must be kept to a minimum between 10 p.m. and 6 a.m. on business days as well as on Sundays and public holidays. Loading activities in the vicinity of ACV must be carried out outside of these periods. Furthermore, there is a driving ban for lorries between 3 p.m. to midnight on Saturdays and between midnight and 10 p.m. on Sundays and public holidays pursuant to Austrian traffic regulations. See the following link for the applicable regulations: <https://www.asfinag.at/en/traffic-road-safety/hgv-bus/lorry-driving-and-overtaking-bans/>.

The contractual partner shall indemnify and hold harmless IAKW-AG for any damage or costs incurred due to a failure to respect the stipulations regarding noise and the driving ban for lorries.

#### 5.7 Attendance and representatives

For the whole term of the use of the contractual objects, the contractual partner or a representative appointed by them must be present on site and available via phone. The contractual partner undertakes to communicate to IAKW-AG contact persons who can be reached and will be on site during the contract term and particularly during setup and removal.

#### 5.8 Event quality

The equipment and organisation of the event must reflect the standards and reputation of the venue.

#### 5.9 Parallel events

IAKW-AG reserves the right to host other events of any kind at ACV at the same time as the contractually stipulated event.

#### 5.10 Access rights

Representatives of official supervisory bodies, authorities, collecting societies and staff of IAKW-AG must be granted access to the rooms and spaces rented out according to the contract at all times. Staff of IAKW-AG are furthermore entitled to carry out site inspections with potential customers in the rooms and spaces covered by the contract at any time.

#### 5.11 Insurance

The contractual partner acknowledges that IAKW-AG has taken out liability insurance (liability insurance for event organisers) with an insured sum of EUR 50,000,000 per claim (damage to people or property excluding damage to objects in the care, custody and control of the contractual partner or of goods being processed) on their behalf. The terms and conditions of insurance applicable in Austria apply. IAKW-AG is entitled to charge the contractual partner for an appropriate share of the insurance premium, billed as "other services".

#### 5.12 Serving food and beverages provided by the contractual partner

The contractual partner is not permitted to bring food and beverages onto the premises for service.

#### 5.13 Animals

Animals are not allowed on the premises. An exception applies to guide or service dogs for people with a disability. A person accompanied by such a dog must present a disability card and proof of the dog's respective training when entering ACV. Guide or service dogs must be led on a harness or leash at all times.

#### 5.14 Advertising

Any advertising carried out by the contractual partner must, if so requested by IAKW-AG, be aligned with them in advance. This is particularly the case for posters, programmes, etc. When announcing an event, only the name approved by IAKW-AG may be used.

#### 5.15 Distribution and sale of goods and printed materials

The distribution or sale of goods, printed materials, food or any other items requires permission by IAKW-AG. The contractual partner is responsible for obtaining all necessary official permits and must pay all applicable fees (e.g. taxes). The contractual partner shall indemnify and hold harmless IAKW-AG in all related matters.

#### 5.16 Photographs and video recordings

IAKW-AG reserves the right to take photographs and make video recordings in the rooms used by the contractual partner for advertisement purposes.

#### 5.17 Use of the WiFi hotspots (internet access)

IAKW-AG provides free access to the internet via a WiFi connection but does not guarantee that the service will be uninterrupted.

The WiFi network is not protected by a firewall or antivirus software. The contractual partner explicitly acknowledges that the use of the internet and the transfer of data, particularly via a WiFi connection, comes with increased security risks. Users are responsible for protecting their own terminal devices against viruses, spam, etc.

Data transfer between users' terminal devices and the hotspots is not encrypted, which means that there is a risk of third parties having access to the data.

For security reasons, hotspot users will be disconnected from the internet after a reasonable period of time (session timeout). Inactivity may, for the same reasons, result in a disconnection after only a few minutes. Inactivity is defined as a lack of communication between a terminal device and a hotspot.

The contractual partner is responsible for ensuring that the terminal devices used by event participants and the software installed on these devices are free from viruses and other malware and shall be fully liable for any direct or consequential damage suffered by IAKW-AG as a result of such viruses or malware. The contractual partner and participants at the event are prohibited from using the WiFi access inappropriately or enabling such an inappropriate use, or using such access to commit unlawful acts or criminal offences. In the event of any such infringement, IAKW-AG reserves the right to suspend WiFi access immediately.

In the event of claims brought against IAKW-AG by third parties related to actions taken and/or caused by the contractual partner or event participants in the course of their use of the hotspots, the contractual partner shall fully indemnify and hold harmless IAKW-AG with respect to any such claims.

In addition to the above, the relevant statutory provisions apply, in particular the Austrian Telecommunications Act (TKG) 2021, the Austrian E-Commerce Act (ECG), the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG).

### 6 Fire protection, technical guidelines, safety regulations, state of the art

The following safety regulations and technical guidelines apply in general and in particular when the contractual partner has rented rooms for an exhibition. The state of the art must be applied in all of the areas mentioned.

An exhibitor is defined as any person active in the rooms and premises of ACV with regard to the event stated in the contract. If an exhibitor is not a contractual partner, the contractual partner is responsible for ensuring that all exhibitors abide by the safety regulations and technical guidelines in place. The contractual partner particularly undertakes to ensure that all safety regulations and technical guidelines are in fact heeded and is liable for any damage suffered by IAKW-AG as a result of a violation of these regulations and guidelines.

#### 6.1 Fire safety

##### 6.1.1 Smoking ban

Smoking is prohibited in all areas inside ACV.

##### 6.1.2 Requirements for event furniture, exhibition stands and decoration

All objects brought onto the premises must be in compliance with the applicable fire safety regulations.

Easily flammable materials, materials that produce droplets or toxic gases and/or smoke when burning, e.g. expanded polystyrene (EPS), PVC, etc., must not be used.

As a minimum, stands as well as floorings, wall and ceiling coverings must conform to the C-s2, d0 + insulation B classification pursuant to the ÖNORM EN 13501-1 standard. Class D wood and wood-based materials equipped with an insulating layer or an A2 insulation classification are permissible except in the entrance hall and Halls A, X1, X2, X3, X4 and X5.

Decorations, posters, hooks, signs, etc. must be flame-retardant pursuant to the ÖNORM B 3822 standard and not produce droplets pursuant to the ÖNORM A 3800 standard. Table linen is not considered decoration.

Curtains and drapes must conform to classification 2 pursuant to the ÖNORM EN 13773 standard.

Furniture fabrics and fillings of seating furniture must be flame-retardant pursuant to the ÖNORM B 3825 standard and produce little smoke pursuant to the ÖNORM A 3800 standard; for seating surfaces and backrests, classification D wood and wood-based materials are also permitted.

Deciduous and coniferous as well as other plants may only be used for decoration purposes if their roots are moist or they are freshly cut.

Backdrops must be constructed in a way that ensures they are hard to ignite, taking into consideration their arrangement and scenic purpose.

The use of wastepaper baskets and refuse containers made from combustible materials is prohibited.

Gels for spotlights must be made of a material that is classified as non-combustible or flame-retardant, with low smoke and no droplet formation. Areas where spotlights will be set up must be secured to prevent unauthorised access (e.g. with a rope and appropriate sign).

#### **6.1.3 Fire protection and detection system**

A space of 0.5 metres on all sides of the fire and smoke detectors of the fire detection system must be kept clear of fixtures and stored goods. To be able to reach the raised floor detectors in Hall X5 at any time, inspection openings must be kept clear of fixed installations and stored goods. If the floor in this area is covered (e.g. with a carpet), the inspection openings must be clearly marked for the fire and rescue authorities.

In the vicinity of sprinkler systems, stored goods and any other objects must not be positioned closer than 0.5 metres from the sprinklers or any associated components.

Air supply openings and exhaust vents of smoke and heat extraction systems must be kept clear of stored goods and fixed installations.

Fire safety signs, fire safety equipment (fire extinguishers, fire detection systems and fire hydrants) must remain visible and accessible at any time.

#### **6.1.4 Classification report**

If so requested by IAKW-AG, the contractual partner must present a classification report on all goods and decorations brought onto the premises issued by an accredited inspection body based on the applicable testing standards. If no such report can be presented, IAKW-AG reserves the right to prohibit the continued use of the objects and demand that they be removed without delay at the contractual partner's expense.

#### **6.1.5 Hot work**

Hot work such as welding, soldering, cutting, cylindrical grinding, drying, heating and any open flame work are expressly prohibited unless they have been cleared by the Fire Safety Officer of IAKW-AG.

#### **6.1.6 Cooking/heating food**

Electric cookers, grills, roasters, etc. must be located in expressly labelled catering areas at a minimum distance of 0.5 metres from unprotected, combustible components and easily flammable stored goods and furniture or shielded off in a way that they cannot be ignited at any operating temperature.

Cookers, grills, roasters, etc. operated with an open flame must be located in expressly labelled catering areas at a minimum distance of 1.0 metre from unprotected, inflammable components and easily flammable stored goods and furniture or shielded off in a way that ensures they cannot be ignited at any operating temperature.

#### **6.1.7 Heaters, open flames and pyrotechnics**

The use of fire, open ignition sources and open flames is generally prohibited. An exception applies to the use of candles on tables and fuel paste to keep dishes warm; this requires prior approval in writing by the Fire Safety Officer of IAKW-AG.

Heaters and ovens (such as a free-standing fireplace) must never be used, regardless of the purpose.

Explosive and pyrotechnical objects must not be used on the entire premises (inside and open-air spaces) of ACV without a permit in writing issued by IAKW-AG.

#### **6.1.8 Storage of flammable materials**

Empty packaging containers, waste, wood, cardboard boxes and other flammable materials must not be stored in the event spaces.

### **6.2 Technical guidelines and safety regulations**

#### **6.2.1 Loading, unloading and transporting goods to and from the venue**

The entrance and exit ramp leading to Bruno-Kreisky-Platz may only be used with individual vehicles and the total maximum load is 38 tons. The Austrian road traffic regulations apply. Engines must be turned off when the vehicle is idle. The rest times stated in 5.11 must be observed.

Exhibitors or the contractual partner are not entitled to compensation for waiting times. Parking vehicles on the premises of IAKW-AG is only permitted as an exception and requires a written permit issued by IAKW-AG. Instructions by staff of IAKW-AG must be obeyed.

#### **6.2.2 Bringing objects onto the premises**

The time and mode of bringing objects onto the premises and, if applicable, their storage by the contractual partner must be coordinated with IAKW-AG. IAKW-AG is not liable for any objects belonging to the contractual partner, its staff, representatives, exhibitors, visitors or guests that are lost or stolen during or in connection with the event.

Objects (such as machines, stands, decorations, fabrics, etc.) brought onto the premises for the event and/or operated at ACV must comply with the relevant legal stipulations in Austria and be safe to operate. IAKW-AG is entitled but not obliged to commission an expert to carry out a respective check at the contractual partner's expense and/or, in case of any doubt, stop a machine, demand that it be removed immediately or remove it at the contractual partner's expense.

If objects brought onto the premises by the contractual partner cause damage to or incur costs for IAKW-AG, the contractual partner undertakes to indemnify and hold harmless IAKW-AG. IAKW-AG does not assume liability of any kind for any damage to

people or property caused by bringing objects of any kind (including machines, devices, etc.) onto the premises and using them there.

#### **6.2.3 Bringing electrical appliances onto the premises**

Electrical appliances (e.g. cooking and cooling appliances, spotlights, cables and wiring) used by the contractual partner must comply with the relevant product standards and be checked at regular intervals.

All electrical appliances must have a CE label and documentation regarding an inspection pursuant to the OVE/ÖNORM E 8701 standard. The contractual partner is responsible for checking electrical appliances for obvious damage (e.g. damaged or missing covers, damaged or missing strain relief, scorch marks). If there is obvious damage to any such appliances, they must not be plugged in and connected to the electrical installations of ACV.

Metalwork (e.g. riggings) must be electrically bonded using the equipotential bonding system made available by ACV.

The contractual partner is responsible for all appliances they or a third party (exhibitor, subcontractor, etc.) set up or operate during the event.

#### **6.2.4 Bringing hazardous objects onto the premises**

Potentially hazardous objects may only be brought onto the premises to the extent that this is unavoidable; when doing so, the utmost care must be exercised to ensure the safety of all people present at the event locations.

If contractual partners or exhibitors plan to exhibit, present, use or store objects, liquids or gases that pose a fire or explosion hazard or that burn or glow; or objects emitting radioactive or ionising radiation; or liquid petroleum gas canisters or other pressurised gas canisters on the premises managed by IAKW-AG, they must report this to IAKW-AG before the event and in a timely manner. The exhibition, use, presentation or storage of such objects always requires a permit issued by IAKW-AG and, if applicable, the relevant authority.

In general, it is only permissible to store a day's demand of flammable liquids at the stand/event location, and their presence on site must be reported. The day's demand must be stored in closed, sturdy containers in an orderly way, preventing access by unauthorised parties. The containers must be clearly identifiable according to the relevant legal stipulations and carry the respective signs. In the entrance hall, the presence and use of only small amounts of up to 100 ml of flammable liquids are allowed.

IAKW-AG reserves the right to have such hazardous objects removed at the exhibitor's or contractual partner's expense at any time.

#### **6.2.5 Bringing motor vehicles onto the premises**

If motor vehicles are brought onto the premises, all applicable safety regulations must be satisfied and the respective official and technical permits must be presented to IAKW-AG. Bringing any motor vehicle onto the premises of IAKW-AG requires the prior approval of the Fire Safety Officer of IAKW-AG.

#### **The following applies to petrol- or diesel-powered motor vehicles:**

The fuel tank must be emptied to a minimum. IAKW-AG's In-house Fire Service (IHFS) will flood the fuel tank with nitrogen and disconnect the battery. The work steps must be separately documented for every vehicle and confirmed by the contractual partner.

#### **The following applies to electric cars:**

Electric cars may only be brought onto areas equipped with a smoke and heat extraction system and where the vehicle can be towed to an outdoor space in case of a fire. It is forbidden to charge the car within the building. The battery's state of charge should be kept as low as possible.

#### **The following applies to food trucks:**

Food trucks may only be brought into spaces equipped with a smoke and heat extraction system. For fuel-powered food trucks, the fuel tank must be emptied, and IAKW-AG's In-house Fire Service (IHFS) must flood the fuel tank with nitrogen and disconnect the battery. The work steps must be documented in writing and confirmed by the contractual partner. Only electrical energy is permitted for preparing food. The use of a deep fat fryer is permitted in food trucks if the fryer is equipped with a built-in fire extinguishing system. If the fryer is not equipped with such a system, other organisational measures must be taken upon consulting IAKW-AG's Fire Safety Officer.

#### **6.3 Freight elevators**

Passenger elevators and escalators must not be used to transport goods. Heavy materials, goods and equipment must be transported using freight elevators. There are six freight elevators with a maximum capacity of 30 kN per elevator at ACV. The loading space measures 6.20 x 3.20 metres, and the maximum loading height is 3.10 metres. Instructions by staff of IAKW-AG must be obeyed. IAKW-AG does not assume any liability if such instructions are disregarded.

#### **6.4 Floor load capacities**

The floor load capacity at ACV, its halls and its forecourt is 5 kN/m². For individual loads that are evenly distributed across four wheels, the maximum transport load is 25 kN. For particularly heavy exhibition objects exceeding this maximum load, the exhibitor or contractual partner must provide flooring that distributes the load, the type and dimensions of which must be coordinated with IAKW-AG. If, in special cases, a structural engineer needs to be consulted, the related costs must be borne by the exhibitor or contractual partner.



## 6.5 Stages

Stages must have a minimum floor load capacity of 5 kN/m<sup>2</sup> (500 kg/m<sup>2</sup>). An expert opinion regarding the floor load capacity and confirming that the stage meets all applicable requirements must be presented to the relevant authority at the latest when construction of the stages is completed. Loads must be distributed as evenly as possible and secured to prevent them from rolling, sliding or tumbling off the stage. Furthermore, objects must not project beyond the stage's edge or be propped up against the walls.

## 6.6 Floor vibrations

The contractual partner is made aware of the fact that due to the structural qualities of ACV, the floor of Hall ABC will vibrate if a large group of people rhythmically move at the same time (dancing, jumping, etc.). In the event that the contractual partner intends to use the premises for a dance event, concert, sports event or any other event that typically involves activities causing vibrations, this must be reported to IAKW-AG without delay. In this case, the ceiling of level 2 will be supported with load-bearing pillars in the spaces covering Halls A, B and C in order to transfer the load to the floors of level 0. Any related costs must be borne by the contractual partner. If the contractual partner neglects this notification obligation, they must indemnify and hold harmless IAKW-AG for any damage to people or property incurred as a result. IAKW-AG will furthermore be entitled to prohibit a continuation of the event.

## 6.7 Securing escape routes

All entry and exit doors, corridors, staircases, escape routes and emergency exits must remain unobstructed throughout the event's entire duration. All stands, fixtures, exhibition tables, showcases, decorations, etc. must be arranged in a way that ensures they cannot be knocked over and circulation routes with a minimum width of 2.5 metres leading to the exits remain free at all times. Event technology equipment must be set up in a way that it cannot be accessed by unauthorised parties or knocked over.

Emergency buttons, emergency exits and emergency signs must remain uncovered at all times. It is prohibited to hang or place curtains, drapes, any kind of decoration or furniture in escape routes.

## 6.8 Danger of overcrowding

The contractual partner is responsible for ensuring that the maximum occupancy of the various event spaces set by ACV is never exceeded. Construction work or fixtures set up for a specific event may make it necessary to lower the maximum occupancy stipulated by the competent authority. When large crowds are expected, the flow of people entering must be controlled by indicating a circulation route with arrows and ensuring that people abide by these instructions. If there is a risk that the maximum occupancy is exceeded, entry must be temporarily stopped.

## 6.9 Construction heights

The maximum construction heights defined as permissible within ACV by the relevant authorities must not be exceeded. Two-storey constructions are only permissible in Halls X3, X4 and X5.

## 6.10 Storage of empties and waste management

Empties must be stored directly at IML – Messe Logistik GmbH, a partner company of IAKW-AG.

The exhibitor or contractual partner undertakes to properly sort waste as prescribed in the Austrian Waste Management Act (AWG) and its related ordinances and appoint a waste management representative. Any additional costs incurred by failing to dispose of waste in the stipulated way will be charged to the contractual partner.

## 6.11 Suspension, suspension points, traverse systems

Installing suspended ceilings, advertisement objects, posters, lighting elements, etc. is only allowed in some exhibition spaces and requires a written application to and approval by IAKW-AG. Suspension points must be defined as early as possible. The necessary brackets must be affixed in the support structure by skilled staff of IAKW-AG or their assistants. The affixed objects must be checked by a structural engineer. IAKW-AG will charge the costs incurred in this process to the contractual partner or the exhibitor.

Spotlights and other lighting devices excluding those used for scenic presentation must be equipped with mechanical protection, e.g. protective grids or cages, to ensure filters, glass parts of the bulbs or the optical system cannot fall out. Such protections must not be affixed to the sockets.

Lamps exceeding a weight of 5 kilograms must be secured by two separate fastenings, each of which must be able to carry five times the weight of the lamp. Security ropes or chains are deemed a separate fastening.

## 6.12 Assembling and furnishing exhibition stands

The exhibition space assigned to the exhibitor or contractual partner by IAKW-AG is provided without (supply) facilities or any other equipment. The exhibitor or contractual partner is responsible for assembling, equipping and furnishing the stand at their own discretion abiding by all stipulations and security regulations applicable at ACV.

All exhibitors or contractual partners are obliged to obtain information regarding the location and dimensions of fixtures, particularly fire alarms, distribution boards, water supply and drainage, pillars, etc. and, if applicable, share this information with the stand builder on site once they have been assigned an exhibition spot.

It is prohibited to drill holes into or affix screws and nails to the building's walls, ceilings, floors or pillars. Exhibition stands or exhibits must not be affixed to or lean on walls, pillars, windows or doors. Provided that no damage is incurred in the process, pillars can be covered up to the permissible construction height.

Spaces created through the arrangement of fixtures (exhibition stands, partitions, picture walls, etc.) that guests may not access must be kept accessible to supervisors and must not be used as storage space.

Setting up pavilions or similar constructions in the rooms and on the premises of ACV is only permitted if a respective building permit has been obtained. Before submitting a respective application to the authorities, the available space, construction and design of such objects must be agreed upon with IAKW-AG.

Changes to the construction or other parts of the exhibition stand and other operational measures decreed by the respective authority in the course of a legally stipulated inspection in the interest of public safety must be implemented by the exhibitor or the contractual partner without delay and before the start of the exhibition (at the latest by the date of the next inspection by the authorities).

Stand constructions for which no permit has been obtained or that do not satisfy the technical guidelines are not permissible and must be removed or changed. IAKW-AG is not liable for the safety of the design, furnishings or construction of exhibition stands.

## 6.13 Supply connections

Special wishes of the contractual partner regarding electrical, communication and water connections can be met at the contractual partner's expense provided that the respective permits have been obtained, the technical equipment of the exhibition rooms allows for it and the contractual partner ordered them in writing.

The installation of any electrical, communication or water connections that IAKW-AG approved must be carried out by staff members of IAKW-AG or their assistants at the exhibitor's or contractual partner's expense.

It is prohibited to change the wiring or connections. Any provisional electrical wiring, e.g. for exhibition objects, must be positioned outside of the reach of visitors and must not interfere with circulation routes.

The exhibitor or contractual partner undertakes to abide by all rules of IAKW-AG, the telecommunications authority and the utilities companies providing power and water. All safety regulations applicable in Austria must be obeyed. Violations result in an immediate termination of the services or interruption of the connection, which does not result in a right to claim damages for the exhibitor or contractual partner.

Electricity is provided through three-phase electric power (3 x 400/230 V) or alternate current (230 V, frequency 50 Hz) equipped with an earthing system and a residual-current circuit breaker as protective measures. IAKW-AG is not liable for any losses or damage caused by technical defects.

If technical guidelines are disregarded or violated and following a warning demanding that the situation be remedied, IAKW-AG is entitled to carry out the improvements or modifications deemed necessary at the exhibitor's or contractual partner's expense.

### 6.13.1

Distribution boards must be covered on all sides by a metal cover or shock-resistant insulating material with a minimum flammability classification of HB 40 pursuant to the OVE/ÖNORM EN 60707 standard. They must be secured against unauthorised access.

Primary and secondary distribution boards must be installed so as to ensure that the insulation resistance between all live conductors and earth for each individual outgoing circuit can be easily measured.

For conductors with a cross-section of less than 10 mm<sup>2</sup>, measurements without disconnecting the neutral conductor must be possible, for instance through the installation of an all-pole disconnection switch.

### 6.13.2

Overcurrent protection devices must be affixed to non-combustible surfaces inside protective housing made from material that is flame-resistant and highly resistant to mechanical strain.

### 6.13.3

Plug connectors with a higher current-carrying capacity may only be connected to devices with a lower current-carrying capacity via portable distributors.

### 6.13.4

For devices using a single-phase supply with a maximum current-carrying capacity of 16 A connected via plug connectors, Schuko plugs and sockets according to the OVE/ÖNORM IEC 60884-1 standard may be used. For all other consumer circuits, plug devices conforming to the OVE/ÖNORM EN 60309 standard (all components) must be used.

### 6.13.5

Plugs and sockets for different currents and voltages must be clearly marked.

### 6.13.6

Bare conductors must not cross play areas, circulation routes or visitor congregation areas. An area of up to 5 metres left and right of the conductors must remain free.

### 6.13.7

Electric wiring and cables attached to poles must, at least within an area that is within arm's reach, be equipped with additional permanent mechanical protection (e.g. galvanised steel pipes) if such protection is not provided by the location of the line or cable (e.g. enclosed within a pole).

### 6.13.8

Only NTSK flexible cables for theatres conforming to the DIN VDE 0250-802 standard or **H07RN** rubber cables conforming to the OVE-K 40 or OVE/ÖNORM E 8240 standard or cables of equivalent construction must be used as supply lines to flexibly suspended stage lights.

### 6.13.9

For the fixed installation of flexible power lines, rubber cables of at least **H07RN** quality in accordance with the OVE-K 40 or OVE/ÖNORM E 8240 standard must be used.

### 6.13.10

Final control elements, starters and transformers must be constructed and installed in a way that ensures that their operation does not generate a dangerous level of heat. An adequate distance must be maintained between any such devices and flammable materials, or heat insulation comprising non-combustible insulation material must be used.

### 6.13.11

In deviation from the requirements of the OVE/ÖNORM E 8001-1 standard, separate protective earth and neutral conductors must be used at least from the final distribution point for TN systems with conductors whose cross-section exceeds 10 mm<sup>2</sup> (TN-S system).

### 6.13.12

Electrical installations must be regularly tested in accordance with the OVE/ÖNORM E 8001-6-62 and OVE/ÖNORM EN 50110-1 standards.

### 6.13.13

Conductive components of stage constructions, e.g. light bridges, lighting towers, fly systems, understage equipment, large structures, steel constructions and pipes, must be included in protection measures against indirect contact through a supplementary equipotential bonding system. To this end, the conductive elements must be connected to each other and the protective earth conductor via the equipotential bonding conductor. The minimum cross-section for equipotential bonding is 10 mm<sup>2</sup> of copper wiring in the case of protected cabling and 16 mm<sup>2</sup> of copper wiring or 50 mm<sup>2</sup> of galvanised strip steel with a minimum thickness of 2.5 mm in the case of unprotected cabling. The main equipotential bonding conductor will be provided by IAKW-AG.

## 7 Official permits, authorisations, commissioning work and special regulations

### 7.1 Official permits

The contractual partner undertakes to obtain and present all required official permits in due time and bear all related costs. The same applies to the registration with responsible collecting societies (e.g. AKM). The contractual partner undertakes to implement all decrees by authorities and abide by all legal stipulations relevant to the event at their own expense. If an on-site inspection or examination by the competent authority prior to the event is stipulated, the contractual partner or a representative must attend this inspection.

### 7.2 Vienna Events Act 2020

Contractual partners must heed the special regulations applicable to (public) events laid down in the Vienna Events Act 2020 (Provincial law gazette LGBl. No. 53/2020) as amended and the Vienna directive for event locations ("Veranstaltungsstättenrichtlinie", wien.gv.at).

The contractual partner undertakes to comply with all obligations to notify the authorities in relation to the event, obtain all necessary permits in a timely manner and satisfy all legal and official stipulations relevant to the event. IAKW-AG reserves the right to request to be presented with the relevant permits and proof of compliance with all applicable legal regulations. The contractual partner will indemnify and hold harmless IAKW-AG in all related matters.

### 7.3 Presence of fire wardens during events

At events subject to the provisions of the Vienna Events Act 2020, the presence of one fire warden per hall is mandatory for visitor groups of between 200 and 500 people. An additional fire warden becomes mandatory for any further group of 500 people. This means that two fire wardens per hall are required for a group of 501 to 1,000 people; from 1,001 people, three wardens are required, etc.

For safety reasons, it is urgently recommended to comply with the same safety standards even if the event is not subject to the above legislation.

### 7.4 Wheelchair users

Wheelchair users (and accompanying persons) must be informed of the escape routes for wheelchair users leading to an open-air space in an adequate manner before the start of the event.

## 8 Subcontractors and cooperation partners

### 8.1 Assistants and subcontractors of the contractual partner

The contractual partner undertakes to hire qualified staff and subcontractors only. The contractual partner must inform IAKW-AG of whether subcontractors will be hired for the event and, if so, provide IAKW-AG with a list stating the subcontractors. The subcontractors are only permitted to access the event premises for the contractually agreed-upon period specified for setup and removal and the event duration. The contractual partner is liable to ensure that hired subcontractors abide by the GTC.

### 8.2 Exclusive partners of IAKW-AG

IAKW-AG has concluded framework and concession agreements with partner enterprises set out in the contract. When hiring subcontractors for the activities specified, the contractual partner must choose from the listed partner enterprises.

## 9 Liability

The contractual partner undertakes to abide by all statutory requirements, laws, ordinances, and/or decrees related to the implementation of the event. The contractual partner bears all risks related to their event, including during preparation, the event itself, and disassembly. The contractual partner is liable for any damage, regardless of who suffers a disadvantage due to it, caused by natural or legal persons they hired, representatives, exhibitors or event visitors. The contractual partner undertakes to adopt state-of-the-art measures to safeguard the safety of all visitors (e.g. keeping emergency exits clear, hiring an adequate number of security staff for the visitor group, etc.). The contractual partner shall indemnify and hold harmless IAKW-AG for all detrimental effects and claims by third parties brought against IAKW-AG related to the event.

### 9.1 Assumption of risk by the contractual partner

The contractual partner particularly assumes the risk for

- technical defects and disruptions of the power supply (electricity, district heating, air conditioning, water, etc.) insofar as the contractual partner must still pay the agreed-upon fee in full even if any of the mentioned circumstances come to pass. Claims by the contractual partner against IAKW-AG are precluded unless the contractual partner can prove that the technical defects/disruptions were neither caused by the contractual partner nor any other person associated with them pursuant to 9.2,
- damage to buildings or other objects provided by IAKW-AG caused by the contractual partner or a person associated with them pursuant to 9.2 insofar as the contractual partner must pay the agreed-upon fee in full despite such damage and is furthermore liable for repairing the damage to the rented objects,
- and for damage IAKW-AG suffers due to the inappropriate use of internet connections made available to the contractual partner insofar as the contractual partner must compensate IAKW-AG for any damage suffered.

In all other cases, the applicable stipulations regarding the transfer of risk apply. In the event of 9.1 lit. a and b, the contractual partner is not entitled to terminate the contract for good reason.

### 9.2 Liability of the contractual partner

The contractual partner is liable for damage including consequential damage, regardless of who suffers a disadvantage due to it, caused by natural or legal persons commissioned or hired by them as well as by any visitors and guests of the event. If it has been established that the damage was caused by one of the mentioned parties, it is assumed that the contractual partner is to be blamed unless they can provide evidence to the contrary. This particularly applies to

- damage to the building and inventory resulting from the event,
- damage caused by bringing objects onto the premises and setup and removal work,
- consequences of violations of stipulations governing events, particularly damage resulting from exceeding the agreed-upon maximum number of visitors and providing an insufficient number of security staff,
- damage arising from the contractual partner vacating the premises either late or in breach of contract, especially if this results in IAKW-AG being unable to rent out the premises at all or only at a lower rent, including compensation for damage to the reputation and creditworthiness of IAKW-AG,
- damage occasioned by the entitlement of a third party in a contractual relationship with IAKW-AG to claim damages from IAKW-AG due to a breach of contract committed by the contractual partner, including in particular any expenses incurred by IAKW-AG in defending or otherwise resisting such claims.

### 9.3 Liability of IAKW-AG

IAKW-AG's liability is restricted to liability under the statutory provisions; liability for ordinary negligence with respect to damage to property is excluded. IAKW-AG's liability for ordinary and gross negligence is limited to compensation of the actual damage incurred, which means that particularly compensation for lost profits or consequential damage is always excluded and limited to the insurance coverage for the specific insurance claim owed by the respective insurance provider of IAKW-AG.

IAKW-AG accepts no liability for the services provided by the partner enterprises and cooperation partners specified in the contract or any other legal entities.

### 9.3.1 Legal duty to maintain public safety

IAKW-AG transfers the legal duty to maintain public safety with regard to the event to the contractual partner. The contractual partner is entitled and responsible to implement safety measures of their own accord.

It is expressly agreed that IAKW-AG's legal duty to maintain public safety in relation to the event objects rented to the contractual partner and the access routes to these objects is transferred to the contractual partner pursuant to the legal stipulations of § 1319a of the Austrian Civil Code (Austrian collection of judicial legislation No. 946/1811 as amended).

All duties arising from § 1319 of the Austrian Civil Code thus exclusively apply to the contractual partner, who is thus also liable for failing to meet any such duties. If IAKW-AG has also commissioned a company to fulfil duties laid out in § 1319 of the Austrian Civil Code, this company and the contractual partner are jointly liable.

In the event of claims brought against IAKW-AG by third parties related to stipulations pursuant to § 1319 of the Austrian Civil Code – limited to the event objects rented to the contractual partner and the access routes to reach them –, the contractual partner shall indemnify and hold harmless IAKW-AG.

### 9.3.2 Responsibility to protect third parties

No responsibility whatsoever for IAKW-AG to protect guests and visitors of the event or assistants or subcontractors hired by the contractual partner arises from the contract.

### 9.4 Statute of repose

Any claims of the contractual partner against IAKW-AG have to be made in writing no later than six months after the final settlement invoice for the respective event has been issued and in no case later than nine months after the end of the event.

## 10 Contract termination and force majeure

### 10.1 Contract termination by IAKW-AG

#### 10.1.1 Immediate termination

IAKW-AG reserves the right to terminate the contract with retroactive effect if parts or the whole of the building or other premises cannot be made available or used in the contractually agreed-upon ways for reasons for which the contractual partner bears responsibility or due to force majeure.

#### 10.1.2 Termination upon notice

IAKW-AG reserves the right to terminate the contract or parts thereof with retroactive effect following a reasonable notice period if

- the contractual partner defaults on their financial obligations,
- the required official permits have not been obtained or cannot be presented to IAKW-AG, or the responsible authority has prohibited the event,
- IAKW-AG learns that the scheduled event is in conflict with the contents agreed upon, violates legal stipulations or poses a risk to public peace, order and safety,
- the contractual partner has defaulted on their obligations from previous contracts for more than 30 days,
- the contractual partner has objected to an amendment of the GTC pursuant to 1.2 in writing and in a timely manner,
- the contractual partner has failed to satisfy the duty to share the information listed in the Checklist (Annex C) in a timely manner.

#### 10.1.3 Deposits

If IAKW-AG terminates the contract for reasons the contractual partner is responsible for, deposits already paid will not be refunded. This does not affect further claims in any way. A termination pursuant to 10.1.2.e) is not considered the contractual partner's responsibility.

### 10.2 Termination by the contractual partner

#### 10.2.1 Right to contract termination

The contractual partner is entitled to terminate the entire contract or cancel parts of the rooms or services booked with IAKW-AG prior to the event by submitting a written notification to this effect. The contract cannot be terminated once the event has started.

#### 10.2.2 Cancellation fees

If the contractual partner terminates the entire contract or parts thereof pursuant to 10.2.1, they must pay the following cancellation fees. In this case, deposits made by the contractual partner are forfeited; such deposits will, however, respectively reduce the cancellation fee.

#### 10.2.3 Termination regarding booked rooms

If the termination concerns booked rooms, the cancellation fee amounts to

- 25%, if the termination is announced up to 18 months prior to renting the rooms,
- 50%, if the termination is announced up to 12 months prior to renting the rooms,
- 75%, if the termination is announced up to 6 months prior to renting the rooms,
- 100%, if the termination is announced less than 6 months prior to renting the rooms,

of the gross rent (adjusted for inflation) for the agreed-upon rooms and spaces including the applicable contract fee. The adjustment is based on the average index number of the calendar year corresponding to the price basis agreed upon in the contract. The comparison value is the index number of the month in which the termination in writing by the contractual partner has reached IAKW-AG.

#### 10.2.4 Cancellation of other services

If the contractual partner cancels one or several other services they have booked later than three months before the start of the rental period, IAKW-AG is entitled to charge 50% of the gross price of the respective service(s) including the applicable contract fee as a cancellation fee.

### 10.3 Force majeure

Force majeure is defined as an event or circumstance that does not occur with any particular degree of regularity, that demonstrably obstructs the affected party in the fulfillment of its obligations arising from the contract and, as far as the affected party is concerned, is

- beyond the affected party's reasonable control,
- not reasonably foreseeable at the time of conclusion of the contract,
- and the effects of which could not have been averted or resolved by exercising reasonable care.

Unless proven otherwise, the following events are deemed to be force majeure events: war, acts of terrorism, military occupation, natural disasters and extreme natural events, epidemics or pandemics, collapse of essential utility supplies (electricity, water, wastewater or heating), extended disruption of transport services (air and rail transport), strikes and obstructions to infrastructure.

Force majeure must be proved by the contractual party claiming that a force majeure event has occurred. The party that enforces claims on the grounds of force majeure must immediately notify the other party of the event or circumstance concerned. The occurrence of a force majeure event or circumstance releases the affected party from its obligations under the contract. In any event, the contractual parties are obliged to take all reasonable measures to limit the effects of the event for which claims are enforced to the greatest possible extent. The contractual parties can also agree to reschedule the booking.

### 10.3.1 Public health measures

It is expressly agreed that measures of the Austrian government to prevent the spread of an epidemic or pandemic are in principle not subsumed under force majeure. The contractually agreed-upon event will take place abiding by all relevant stipulations in effect at the time.

Withdrawal from the contract without obligation to pay the cancellation fee is only permitted if the implementation of the event at the contractually agreed-upon time is prohibited due to a ban imposed by the Austrian government, or if entry into Austria is not possible as a result of a travel warning for the country or due to the termination of transport, in particular air transport.

## 11 Miscellaneous

### 11.1 Form

Any amendments or additions to these GTC and any declarations based on it must be made in writing but need not be signed unless special provisions relating to the procedure and form have been specified in the GTC. Amendments, additions and declarations made by e-mail and fax are deemed to be in writing. Also a motion to deviate from the provision requiring the written form must be made in writing. Additional agreements, collateral agreements, changes and additions are only considered part of these GTC if IAKW-AG has expressly confirmed this in writing.

In case of imminent danger (e.g. during an event), an oral notification (e.g. by phone) to the contractual partner or a representative is deemed sufficient. In addition, it is an irrebuttable presumption that the contractual parties do not wish to depart from this requirement of the written form.

### 11.2 Place of jurisdiction

The parties agree that the exclusive place of jurisdiction shall be the competent commercial court in Vienna.

### 11.3 Applicable law

This agreement and all questions concerning its effectiveness are subject to Austrian law exclusively; conflict of law rules that would lead to the application of foreign law as well as the United Nations Convention on Contracts for the International Sale of Goods are excluded.

### 11.4 Original text

If, in addition to German, other languages are used in the contractual relationship, the German version is the only binding version.

### 11.5 Place of performance

Vienna is the place of performance and place of payment for all liabilities arising.

### 11.6 Delivery

All written documents can be delivered to the contact address stated by the contractual partner in the contract to take legal effect. The contractual partner bears the associated risk of delivery. The contractual partner undertakes to inform IAKW-AG of changes to their contact information without delay; if they fail to do so, written documents may be delivered to the contact address stated by the contractual partner in a legally effective way.

### 11.7 Prohibition of offsetting

The contractual partner/exhibitor must not offset any claims they may have against amounts claimed by IAKW-AG, nor withhold payments on the grounds of any claims the contractual partner/exhibitor may have against IAKW-AG.

### 11.8 Prohibition of assignment

The contractual partner must not assign, in part or in whole, in return for payment or without payment, any rights (particularly rights under rental agreements) and claims to which they are entitled to third parties, nor allow them to exercise the same without written authorisation by IAKW-AG. Even if the assignment of rights, etc. is authorised, the contractual partner shall be jointly and severally liable with the third party for all obligations to IAKW-AG.

### 11.9 Laesio enormis and contesting of errors

Both contractual parties hereby waive their right to rescind the contract for lesion beyond moiety if the rescinding party would receive less than half of the fair value of the consideration and their right to contest these GTC on the grounds of error.

### 11.10 Notification of third parties

The contractual partner hereby consents to the disclosure of the title and duration of the event, and the company name and address of the organiser to the following organisations for statistical purposes:

- International Congress and Convention Association
- Austrian National Tourist Office



c) Vienna Tourist Board

#### **11.11 Partial invalidity and severability**

If any or several of the provisions in these GTC become (partially) invalid, the remainder of the provisions remain in full force and effect. Should a provision be ineffective, it shall be retained in a version conforming to its purpose to the extent permitted by law or replaced by statutory stipulations.

#### **11.12 Integral component of the contract**

Any documents transmitted to the contractual partner only become integral parts of the contract if their inclusion has been expressly agreed upon in writing according to 11.1. Otherwise, transmitted documents serve information purposes only and do not give rise to any duty or liability on the part of IAKW-AG.

The contractual partner expressly agrees to comply with the house rules posted at ACV, especially regarding the rule that local residents must not be unreasonably disturbed by events. The contractual partner is responsible for ensuring that contractual partners of the contractual partner also observe the house rules. The contractual partner may only publish separate house rules for the rental term at ACV to the extent it has been agreed upon with ACV and within the framework of ACV's house rules.

## **12 Anti-corruption**

In performing the contract, the contractual partner undertakes to comply with all applicable legal provisions to combat corruption. This obligation encompasses, in any event, the prohibition of undue payments or of granting other undue benefits to business partners, their employees, family members or other individuals. Concerning public officials, the extension of any benefits, including benefits intending to influence them (including facilitation payments), is prohibited. Where applicable, the contractual partner must also comply with the anti-corruption regulations of other legal systems. In the event of any suspicion of corruption, both contractual parties will support each other in taking measures to prevent corruption (in so far as it pertains to the performance of the contract), including the active participation in investigations aimed at the identification or prevention of corruption. In the event of a breach of the applicable anti-corruption rules, IAKW-AG is entitled to terminate or rescind the contract with immediate effect.

## **13 Data protection**

IAKW-AG processes personal data shared by the contractual partner to perform obligations arising from the respective contract. IAKW-AG's Data Protection Officer can be reached at [datenschutzbeauftragter@acv.at](mailto:datenschutzbeauftragter@acv.at).

#### **13.1**

These data may be shared with courts or authorities and legal representatives of IAKW-AG to enforce or defend legal claims connected to the performance of this contract.

#### **13.2**

IAKW-AG will store these data for as long as it is required for the purpose of data processing and fulfilling legal obligations to retain the data.

#### **13.3**

The contractual partner has the right, according to the GDPR and the Austrian Data Protection Act, to receive information regarding their personal data that have been processed as well as the rights to erasure, rectification, restriction of processing and to object.

#### **13.4**

Data subjects also have the right to lodge a complaint against data processing with the Austrian Data Protection Authority.

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