RegioData RESEARCH
Regional economic data for Europe

General terms and conditions*

RegioData Research GmbH

*This translation is for information purposes only. The German text shall prevail in the event of any discrepancy between this version and the original.

1. Scope

1.1. All – also future – deliveries and services of RegioData Research GmbH, A-1060 Vienna, Theobaldgasse 8 (briefly: RD), are subject to these general terms and conditions. With placing an order, the client explains that he is familiar with and agrees to the general terms and conditions.

1.2. Divergences from these general terms and conditions require written approval by RD in order to become effective.

2. Offers and conclusion of contract, alteration of contract

2.1. RD accepts the placement of orders with a written confirmation of order or the immediate provision of service. RD is bound to its offer for four weeks. The respite starts with the placement of the offer and its transmission to the client.

2.2. Any subsequent alteration of contract requires written form. It is not possible to deviate from the written form by a verbal agreement.

3. Prices

3.1. All prices are indicated as net prices excluding the statutory value added tax. In the case of subscription, prices apply to the subscription year.

4. Passing on to third parties

4.1. The products (studies, data, software, analyses) are intended for the exclusive internal use within the client's company. Onselling, reselling or a free passing on to third parties (in particular: media or press) is prohibited. Third parties are natural and legal entities which do not directly belong to the client's company.

4.2. If the product consists only of data it may be used as follows, depending on the form of delivery and if nothing different was agreed upon:delivered as written report: unrestricted use within the client's companydelivered on electronic media: unrestricted use at one workstation within the client's company delivered on optical media: unrestricted use at one workstation within the client's company delivered by remote data transfer: unrestricted use at one workstation within the client's company.

4.3. If the product consists only of software it may be used at only one workstation per licence within the client's company.

4.4. If the product consists of data and software combined as application it may be used as follows, independent of the form of delivery: unrestricted use at one workstation within the client's company. It is illegal to use the product in networks.

4.5. Data or sections of the data may be copied to electronic or magnetic data carriers (or other machine-readable media) only for temporary use or storage in connection with editing or formatting the data or for the purpose of producing a printout (copies readable for persons).

4.6. It is not allowed to transfer products or parts of it by means of telecommunication. It is also prohibited to export products or parts of it outside the territorial borders of the country to which the products was originally delivered.

4.7. As far as RD did not give written permission, products or parts of it must not be reproduced, transferred, overwritten, multiplied, photocopied or stored at other data carriers. Delivered data and software may only be copied for backup reasons.

4.8. The client is only entitled to a simple, non-exclusive, non-transferable right of use which excludes the right of editing and copying the product or parts of it.

5. Data protection

5.1. When using products or parts of it, the client undertakes to guarantee and comply with the regulations according to the Austrian data production act.

5.2. The supplier undertakes to observe secrecy concerning any knowledge gained in the execution of an order, unless the client releases the supplier from this obligation in written form. All persons necessary for carrying out the order are bound to secrecy as well.

5.3. RD places an obligation on its employees to comply with the regulations according to § 20 of the Austrian data protection act.

6. Copyrights

6.1. The client approves expressively that the copyright on all products remains with RD. The client undertakes to omit everything which could affect the copyright or property or goods patent right of RD on the products in any way.

7. Rights and duties of the supplier

7.1. If the supplier hires employees or concludes contracts for work in the course of an order the supplier acts as employer with all pertinent rights and duties. The supplier is liable for any fault made by all persons working in the context of the contract to the same extend as for his own fault.

7.2. Delay in delivery caused by RD entitles the client to withdraw from the contract after setting an extension of six weeks provided that the client has already fulfilled the contract completely.

7.3. RD is entitled to partial delivery and shipment. The supplier undertakes to remedy any fault free of charge by request of the client within six weeks after receipt of the product.

8. Terms of payment

8.1. Invoices of RD are to be paid free of charge, non-deductible and net cash immediately after receipt of the invoice. Bank transfers are effective from the day of their credit entry at RD's account and will be credited for the oldest bill payable, first for costs and other extra charges, then for interests and finally for the capital. Payment dedications are ineffective.

8.2. Agreements on terms of payment require written form and do only apply to the client's particular single order.

8.3. Delay in payment of the client entitles RD to charge default interests in the amount of the calculated bank credit interests or in the amount of 14% over the basis interest rate announced in each case. The client undertakes to pay all overdue fines, lawyer's fees and expenses of collection arising for RD as well as postage and a lump sum of EUR 15 for every reminder issued as well as an amount of EUR 10 per half-year for keeping obligations up to date.

9. Warranty

9.1. RD is not liable for the correctness and the completeness of its products but only for the fact that the products are created with the required thoroughness and conscientiousness.

9.2. In case of incorrectness or incompleteness of the products, the client is not entitled to a price reduction but to a free revision of the products by RD.

10. Compensation

10.1. Any claims for compensation of damages by the client against RD or one of its executing assistants, in particular due to consequential damage caused by faults, lost profit, non arising savings, interest losses or due to damage from claims by third parties as well as loss and damage of (recorded) data, other data and software destruction, are impossible as far as these damages are not based on intentional or grossly negligent behaviour. The amount of all claims for compensation of damages is limited to the value of the damage-causing product or service the client was actually billed for (exclusive value-added tax). If no billed amount can be determined for the calculation of the claim for compensation of damages RD is liable to a maximum amount of EUR 14,530 per case of damage. The burden of proof concerning the missing of prerequisites for gross negligence does not lie with RD.

10.2. Claim for compensation of damages and possible rights of recourse against RD are to be asserted before court within six months, otherwise the title to any claims expires.

11. Place of fulfilment and place of jurisdiction

11.1. Place of fulfilment is Vienna. Any legal dispute concerning contracts subject to these general terms and conditions are to be settled by the factually responsible court for Vienna, first district.

11.2. Austrian law applies exclusively.

12. Final clause

12.1. The above-mentioned conditions are constituent part of all offers for deliveries and services. Our general terms and conditions announced to the client will apply if nothing different is explicitly agreed.

12.2. All agreements, subsequent alterations, additions, special agreements etc require written form, which includes electronic mail and telefax, to become effective. Challenges because of mistake or reduction over the half are impossible.

Vienna, October 2009