

Nr. / Version	V02
Date	06.07.2018
Prepared By	GRAY

General Terms & Conditions

Between the receiver of goods or services, as described in the accompanying offer,

Hereafter referred to as “CLIENT”

and

Greenfield Consulting e.U.
Zinzendorfgasse 23
8010 Graz
Austria

Hereafter referred to as “GREENFIELD”

Together referred to as “PARTIES”

1. Scope

1.1 All legal transactions between CLIENT and GREENFIELD shall be subject to these General Terms and Conditions exclusively. The version valid at the time the Contract is concluded shall be applicable.

1.2 These General Terms and Conditions shall also apply to any future Contractual relationships even if these General Terms and Conditions are not expressly referred to in collateral Contracts.

1.3 Any conflicting General Terms and Conditions on the part of CLIENT shall be invalid unless they have been explicitly accepted in writing by GREENFIELD.

1.4 If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any Contracts concluded pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

2. Scope of Consulting Assignments / Representation

2.1 The scope of each particular assignment shall be individually agreed by Contract.

2.2 GREENFIELD shall be entitled to subcontract, in whole or in part, the services for which GREENFIELD is responsible to third parties. Payment of said third parties shall be made exclusively by GREENFIELD. No Contractual relationship of any kind shall exist between CLIENT and said third party.

2.3 During the validity of this Contract and for a period of one year after termination thereof, CLIENT shall agree not to enter into any kind of business transactions with persons or organizations GREENFIELD employs to perform its Contractual duties. In particular, CLIENT shall not employ said persons or organizations to render consulting services the same or similar to those offered by GREENFIELD.

3. Client's Obligation to Provide Information / Declaration of Completeness

3.1 CLIENT shall ensure that during the performance of the consulting assignment, organizational conditions in CLIENT's place of business allow the consulting process to proceed in a timely and undisturbed manner.

3.2 CLIENT shall also inform GREENFIELD in detail about correlated, previously conducted and/or currently active projects.

3.3 CLIENT shall, in a timely manner and without special request on the part of GREENFIELD, provide GREENFIELD with all documents necessary to fulfill and perform the consulting assignment and shall inform GREENFIELD of all activities and conditions pertinent to the performance of the consulting assignment. This includes all documents, activities and conditions that become known or available during the performance of the consulting assignment.

3.4 CLIENT shall ensure that all employees as well as any employee representation provided by law, if established, are informed of GREENFIELD activities prior to the commencement of the assignment.

4. Maintenance of Independence

4.1 The PARTIES shall be committed to mutual loyalty.

4.2 The PARTIES shall be obligated to take all necessary measures to ensure that the independence of all persons working for GREENFIELD and of any third parties employed by GREENFIELD is not jeopardized. This includes that during the Contract period and for one year after termination thereof no employment offer shall be made by CLIENT to said persons and no assignments on their own account shall be accepted by CLIENT.

5. Reporting / Obligation to Report

5.1 GREENFIELD shall be obligated to report to CLIENT on the progress of services performed by persons working for it and any third parties employed by GREENFIELD.

5.2 If contractually agreed GREENFIELD shall deliver the final report in a timely manner, i.e. depending on the type of assignment, two to four weeks after completion of the assignment.

5.3 GREENFIELD shall not be bound by directives while performing the agreed service and shall be free to act at its discretion and under its own responsibility. GREENFIELD shall not be required to work in a particular place or to keep particular working hours.

6. Protection of Intellectual Property

6.1 GREENFIELD shall retain all copyrights to any work done by it and by persons working for GREENFIELD and by third parties employed by it (including but not limited to tenders, reports, analyses, expert opinions, organization charts, programmes, performance descriptions, drafts, calculations, drawings, data media, etc.). During the Contract period and after termination thereof, CLIENT may use these materials exclusively for the purposes described under the Contract.

Therefore, CLIENT shall not be entitled to copy or distribute these materials without the explicit written consent of GREENFIELD.

6.2 Any violation of this provision by CLIENT shall entitle GREENFIELD to prematurely terminate the Contract and to enforce other legal claims, in particular for restraint and/or damages.

7. Warranties

7.1 GREENFIELD shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in its work which have become known subsequently. GREENFIELD shall immediately inform CLIENT thereof.

7.2 This right of CLIENT expires six months after completion of the respective service.

8. Liability / Damages

8.1 GREENFIELD shall be liable to CLIENT for damages - with the exception of personal injury - only to the extent that these are the result of serious fault (intention or gross negligence). Correspondingly, this also applies to damages resulting from third parties employed by GREENFIELD. Any liability of GREENFIELD for indirect damage or for costs of consequential damage, including loss of profit, recall, loss of availability is explicitly excluded.

8.2 Any claim for damages on the part of CLIENT may only be enforced by law within six months after those entitled to assert a claim have gained knowledge of the damage and the liable party, but not later than one year after the incident upon which the claim is based.

8.3 CLIENT shall furnish evidence of GREENFIELD's fault.

8.4 If GREENFIELD performs the required services with the help of third parties, any warranty claims and claims for damages which arise against the third party shall be passed on to CLIENT. In this case, CLIENT shall primarily refer to the third party.

9. Confidentiality / Data Protection

9.1 GREENFIELD shall be obligated to maintain complete confidentiality concerning all business matters made known to it in the course of services performed, especially trade and company secrets and any other information concerning type and scope of business and practical activities of CLIENT.

9.2 Furthermore, GREENFIELD shall be obligated to maintain complete confidentiality towards third parties concerning the content of the work completed, as well as any information and conditions that contributed to the completion of the work, particularly concerning data on CLIENT's computers.

9.3 GREENFIELD shall not be obligated to maintain confidentiality towards any person working for it or representatives of GREENFIELD. GREENFIELD is required to obligate such persons to maintain complete confidentiality and shall be liable for any violation of confidentiality on their part in the same way as if GREENFIELD had breached confidentiality.

9.4 The obligation to maintain confidentiality shall persist indefinitely even after termination of this Contract.

9.5 GREENFIELD shall be entitled to use any personal data entrusted to GREENFIELD for the purposes of the services performed. GREENFIELD shall guarantee CLIENT that all necessary measures will be taken, especially those regarding data protection laws, e.g. that declarations of consent are obtained from the persons involved.

9.6 GREENFIELD shall guarantee the Principal that all reasonable data protection measures will be taken.

10. Remuneration

10.1 After completion of the services agreed upon, GREENFIELD shall receive remuneration agreed upon in advance between GREENFIELD and CLIENT. GREENFIELD shall be entitled to render intermediate accounts and to demand payment on account as required by the progress of the work.

10.2 GREENFIELD shall render accounts which entitle to deduct input tax and contain all elements required by law.

10.3 Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to GREENFIELD by CLIENT separately, upon submission of the appropriate receipts.

10.4 In the event that the work agreed upon is not completed due to reasons attributable to CLIENT, or due to a premature termination of Contract GREENFIELD for good cause, GREENFIELD shall be entitled to claim payment for the work completed, less expenses not incurred. In the event that an

hourly fee had been agreed upon, CLIENT shall pay for the number of hours expected to be required for the entire Contracted assignment, less expenses not incurred. Expenses not incurred shall be calculated as a lump sum consisting of 30% of the fee required for those services that GREENFIELD did not perform by the date of termination of the agreement.

10.5 In the event that intermediate invoices are not paid after 30 days, GREENFIELD shall be released from its commitment to provide further services. This shall not apply to any further claims resulting from default of payment.

11. Electronic Invoicing

11.1 CLIENT agrees explicitly to accept invoices transmitted electronically by GREENFIELD.

12. Duration of the Agreement

12.1 This Contract terminates either with the term agreed between the CLIENT and GREENFIELD or the completion of the project as applicable.

12.2 Apart from this, this Contract may be terminated for good cause by either party at any time. Reasons for premature termination include the following:

- one party breaches major provisions of the Contract
- one party opens insolvency proceedings or the petition for bankruptcy is denied because of insufficient assets to cover expenses.

13. Final Provisions

13.1 The PARTIES declare that all information contained herein is accurate and made in good conscience. They shall be mutually obligated to immediately inform the other party of any changes.

13.2 Modifications of and amendments to this Contract or these General Terms and Conditions shall be made in writing. This shall also apply to a waiver of this requirement of written form.

13.3 This Contract is governed by the substantive law of the Republic of Austria excluding the conflict-of-law rules of international private law. Place of fulfillment is the registered business establishment of GREENFIELD. Jurisdiction in all disputes is the court in the place where GREENFIELD is based.