

General Terms of Business

of STEP Vienna Int. Relocation Service GmbH

Nisselgasse 5/3, A-1140 Vienna

1. General Terms of Business, Applicable Law

The following terms of business in their respective latest version exclusively apply to all services provided by STEP Vienna GmbH - International Relocation Services (hereafter referred to as STEP Vienna GmbH). Diverging or own terms of business of the customer only apply as far as they favour STEP Vienna GmbH against their own terms of business or against the legal regulations. In addition to these General Terms of Business, §§ 1002 to 1026 of the ABGB (Austrian Civil Code) on authorization apply as far as remunerable services are concerned.

2. Placing of Orders

Orders can be placed orally or in writing. A service offer signed by both the customer and STEP Vienna GmbH is valid as both service order and confirmation of order.

The service volume is specified in writing. Oral amendments are possible. If STEP Vienna GmbH confirm oral agreements to the customer in writing and the customer does not contradict this written confirmation immediately, the contents of the confirmation is binding for both contract parties.

3. Reimbursement of Expenses and Compensation

Upon signing the contract, the customer is obliged to pay the first half of the agreed charges. In the course of the contract period, STEP Vienna GmbH are entitled to request further commensurate advance payments of the remaining charges.

The first payment is considered as down payment and expires in favour of STEP Vienna GmbH in case of an unjustified withdrawal of the contract by the customer or in case the customer is responsible for impeding the implementation of the service order.

The payment of the total charges as agreed in the contract, minus the already paid down and advance payments, is to be effected at the latest 15 days after the due date stated in the final invoice. In case of delayed payment, STEP Vienna GmbH are entitled to claim arising extra charges such as reminder fees, interest, legal costs and lawyer's fees corresponding to the legally established amounts.

Outside costs need to be reimbursed immediately upon presenting the receipts unless otherwise agreed. In the event that STEP Vienna GmbH provide additional services that are not explicitly stated in the service contract, the required time will be charged at the valid price per hour as stated in the latest price list (except for translation or interpreting costs) unless otherwise agreed.

A termination of the contract by the customer does not release him from paying the entire agreed charges. This does not apply if the customer legitimately terminates the contract for an important reason. In such a case STEP Vienna GmbH are, however, entitled to a partial payment of the charges for the services provided up to that point.

4. Money Back Guarantee

For initial orders of new customers STEP Vienna offer a satisfaction warranty entailing the reimbursement of the money paid in case a part of the service or the entire service has not been to the customer's satisfaction. This warranty only applies to individual services and not to an entire module/package. (An individual service may, however, be part of a module/package).

A justified claim must be submitted in writing within seven days.

5. Contract Period and Termination

The contract is closed for a period of a maximum of three months as of the contract date as long as no other written agreements have been signed. During these three months, STEP Vienna GmbH are committed to provide all the services as specified in the contract and upon the termination of the contract, the customer loses all claims on services from STEP Vienna GmbH. For any extension of the initial contract, the three months count as of the date of the written confirmation of the contract extension unless agreed otherwise.

An early termination of the contract is only permissible for important reasons. Especially delayed payment by the customer or the violation of contract obligations qualify as important reasons. In case STEP Vienna GmbH violate against any contract obligations, the customer needs to remind STEP Vienna GmbH with a commensurate time limit first and demand that STEP Vienna GmbH discontinue the contract violation and, if applicable, eliminate the negative consequences of the contract violation. Only if STEP Vienna GmbH do not comply with these obligations within two weeks from the date of receiving the deadline, the customer is entitled to terminate the contract with immediate effect.

6. Cooperation Obligations

The customer is obliged to make all information and documents accessible to STEP Vienna GmbH which they require in order to fulfil the responsibilities of the contract. Especially important is entrusting the necessary documents such as identity cards, certificates, testimonials, certifications etc. to STEP Vienna GmbH's care.

As far as legally permissible, the customer releases STEP Vienna GmbH from the limitations of the law protecting the individual against infringement of his/her rights through storage of computerized data. The customer authorizes STEP Vienna GmbH to use, save or make data accessible to third parties within the framework of the agreements as stated in the contract.

In case documents are sent by mail, both parties are obliged to send them with recorded delivery or any similar way and to pay for the respective charges. STEP Vienna GmbH assume responsibility for these documents as of the date of receipt of the mail and free themselves from this responsibility after the date of dispatch or return of the documents.

7. Objects for rent or for sale

Information on objects for rent or for sale made available by STEP Vienna GmbH may not be passed on to third parties without the approval of STEP Vienna GmbH. Should STEP Vienna GmbH be harmed by the transmission of such information material to third parties, the customer is obliged to pay compensation. Contract negotiations and closing contracts for rent or purchase of an object are entirely the responsibility of the customer or the tenant/buyer. STEP Vienna GmbH do not assume liability whatsoever for the condition of the rental or purchase objects, neither for the contents of the contracts nor for any claims of or against the persons engaged to implement or setting up the required contracts such as real estate agents, legal representatives etc. All rights and obligations resulting from the negotiations and the rent or purchase contracts are solely matter of concern of the customer or the tenant/buyer.

8. Liability

STEP Vienna GmbH are legally liable to consumers to whom the regulations of the Austrian Consumer Protection Rights are applicable in case of impossibility, delay and infringement of essential obligations stated in the contract, also for slight negligence, however, restricted to the typical predictable damage as far as a liability for slight negligence cannot entirely be excluded according to the consumer protection regulations valid at the point of closing the contract.

In all other cases, STEP Vienna GmbH are only legally liable for intent and culpable negligence. The same does apply to all STEP Vienna GmbH employees or freelance workers. STEP Vienna GmbH are only legally liable for their performance supporters (employees or sub contractors), however, not for the rendering of services that are included in a separate contract between the customer and a third party where STEP Vienna GmbH have only acted as mediator.

9. Right of Charge and Retention

The customer is only entitled to a right of charge or retention if his claims are legally valid or have been acknowledged by STEP Vienna GmbH.

10. General Contract Regulations

The place where the contract is to be fulfilled and court of jurisdiction is Vienna. For consumers to whom the regulations of the Austrian Consumer Protection Rights are applicable, the court of jurisdiction is their respective place of residence. In case single or several regulations of this contract lose their validity, this does not affect the effectiveness of the remaining regulations.

As of 2006