

## GENERAL TERMS AND CONDITIONS

### 1. General:

These contractual terms shall be the basis of any and all contracts concluded with us. In the absence of any provision to the contrary our contractual partner shall be the engaged couple (both future spouses). Any changes or amendments of our contractual terms shall only be effective, if we expressly recognize them in writing. The clients confirm to know the contents of this condition.

### 2. Conclusion of the Agreement:

Our offers shall be considered as binding; in the absence of any agreement to the contrary we shall feel bound by each of our offers for four weeks from the date of the offer. Conclusion of the contract shall be affected by signing a written consultancy agreement. We shall be entitled to charge a reasonable net amount of € 60 per hour for any services rendered before conclusion of the contract, if the clients refuse to conclude the contract for reasons beyond our sphere of influence.

### 3. Prices:

**KLEINUNTERNEHMER:** As the small business's regulation (§ 6 Abs. 1 Z 27 UStG – Austrian tax law) applies to this offer, no sales tax is charged. Any cash expenses, such as payable fees, travel expenses (outside Vienna and Lower Austria) or material costs shall basically not be contained in the agreed price and shall be calculated separately. Lump-sums shall, however, be considered as fixed prices including all cash expenses.

**SUSA:** All our prices shall be considered to be gross prices and contain the statutory turnover tax. Any cash expenses, such as payable fees, travel expenses (outside Vienna and Lower Austria) or material costs shall basically not be contained in the agreed price and shall be calculated separately. Lump-sums shall, however, be considered as fixed prices including all cash expenses.

### 4. Payment:

For the timeliness of any payments not the date of transfer shall be relevant but rather the date when we receive the amount or when the amount is credited by our bank. Any payments shall be made effectively without any deductions in the currency stated.

If a down payment is agreed on in the consultancy agreement, it shall be made in cash or my means of bank transfer simultaneously when the consultancy agreement is concluded. This shall be noted in the agreement. Otherwise all payments shall be made to the account stated without any deductions within 8 days from invoicing.

No bills of exchange or cheques will be accepted.

Any fees charged by the bank for a wire transfer shall be at the clients' expense. We shall be entitled to charge a net amount of € 12 for any reminder concerning any due payments. In the event of culpable default of payment, we shall be entitled to charge interest in default amounting to 1.5% p.m.

### 5. Performance of our services:

The services rendered by us shall remain our property until complete payment of the whole pertaining order. This shall particularly include intellectual property. Above all, the clients shall not be entitled to put into practice any plans developed by us despite our objection, unless all open bills are paid.

The clients take notice of the fact that only consultancy, organizational and supportive services are subject of the consultancy agreement. We do not promise any specific outcome nor success. No contractual relationship shall arise between any commissioned vendors/service providers and us. Any such contracts shall only be valid between the suppliers and the clients or third parties. This means that we cannot be held liable for any incorrect performance by individual suppliers.

### 6. Cancellation conditions:

The clients shall basically be entitled to withdraw from the concluded consultancy agreement at any time subject to the following cancellation terms. In case of location- and pro-check consultancy withdrawal from the agreement shall, however, not be possible; in such cases the client shall pay the agreed net lump sum in full, even if the client renounces performance of the service to be rendered by the contractor.

In the event of withdrawal from any other packages (e.g. full-service package, partial planning package, Day-of-wedding service and wedding design package), the cancellation fee shall depend on the wedding day agreed upon. Up to six months before the scheduled wedding day the cancellation fee shall amount to 80%, up to two months before the wedding day to 90%, up to two weeks before the wedding day to 100% of the agreed gross (net) price. Anyhow, we shall be entitled to charge all hours performed before cancellation.

If the wedding will have to be re-scheduled to a later date, the services and consultancy fee agreed upon in the contract shall remain unaffected. Services which exceed the agreement in the contract (e.g. additional hours worked due to the re-scheduling) are to be charged separately at an hourly fee of € 60 (gross/net). Payment of the consultancy fee shall be made on the original wedding date. Additional hours will be charged one week before the re-scheduled date of the wedding.

#### **7. Warranty and damages:**

In accordance with this agreement and within the legal framework, we give a warranty for our services. Warranty claims shall, however, be excluded, if the client chooses not to follow our recommendations and in case of incorrect performance by third parties. The same shall be true for mistakes that are due to information, recommendations and directives given by the clients. We shall basically only be liable for defects, if the client can prove intent or gross negligence on our side within the framework of statutory provisions. Any liability for slight negligence, compensation for consequential loss or financial loss, unrealized savings, interest loss or damage due to claims of third parties shall be excluded.

#### **8. Miscellaneous and final provisions:**

The clients can only set off finally adjudicated counterclaims against our claims.

We shall be entitled to process any data concerning the clients and received in connection with the said business relationship for marketing and similar purposes.

In as far as this choice is admissible; the court having jurisdiction *ratione materiae* in the court district of the *Bezirksgericht Innere Stadt Wien* (District Court Vienna Inner City) shall be the venue for any dispute. Austrian law shall apply to this agreement.

#### **9. General Data Protection Regulation:**

I herewith confirm that I grant the contractor authorization to forward data about our wedding (date, venue, names, e-mail-address, amount of guests and details, nationality, ceremony details, religion, budget, vendor information) to vendors and third-parties in order to conduct the organization of the wedding.

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Client/s, date and place