



Interior PROMAN GmbH

Altirdningerstrasse 195
8952 Irdning-Donnersbachtal



These Terms and Conditions shall apply to all Services provided by Interior Proman GmbH (Consultant) to the Client.

1. Definitions

Interior Proman GmbH means the Consultant, its officers, directors, employees and representatives of any of them individually or collectively.

2. The Services

The Consultant shall provide to the Client the Services as more fully defined above and/or in attachments to this Contract.

3. Fees

The Client shall pay the fees for the Services as set out above or in attachments to this Contract. The Client agrees to pay all undisputed portions of invoices for the Services within 14 days of the invoice date. The Consultant reserves the right to charge interest at an annual rate of 5% on any amount remaining unpaid beyond 30 days, and may withhold any or all Services until the arrears, including interest, are paid.

4. Intellectual Property and Ownership

All patents, copyright and other intellectual property rights originating or deriving from the Services shall be deemed to be the undisputed property of the Consultant. All working papers, software and other documentation or material of whatsoever nature developed, made or acquired by the Consultant in the course of this Contract shall be the property of the Consultant and shall be delivered to the Consultant on demand or in the event of termination of this Contract.

5. Confidential Information

The Consultant will keep confidential and not disclose to any third party any technical information, operating data of past, current or pending contractual agreements, derived from the Client in connection with the Services. This obligation will not apply to any technical information or operating data that was: in the Consultant's possession before its disclosure to the Consultant by the Client; or that is, or becomes part of, the public domain through no fault of the Consultant; or, that otherwise lawfully becomes available to the Consultant from an independent source not under a confidentiality obligation.

6. Liability

In providing the Services, information or advice, Interior Proman GmbH does not warrant the accuracy of any information or advice supplied. Except as set out hereunder, Interior Proman GmbH will not be liable for any loss, damage or expense sustained by any person and caused by any act, omission, error, negligence or strict liability of Interior Proman GmbH or caused by any inaccuracy in any information or advice given in any way by or on behalf of Interior Proman GmbH even if held to amount to a breach of warranty. Nevertheless, if the Consultant breaches this Contract or the Client relies on any information or advice given by or on behalf of the Consultant and as a result suffers loss, damage or expense that is proved to have been caused by any negligent act, omission or error of the Consultant then the Consultant will pay compensation to the Client for its proved loss up to but not

exceeding the amount of the fees (if any) charged by the Consultant for that particular service, information or advice. Notwithstanding the previous provisions, Interior Proman GmbH will not be liable for any loss of profit, loss of Contract, loss of user or any indirect or consequential loss, damage or expense sustained by any person caused by any act, omission or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of the Consultant even if held to amount to a breach of warranty.

7. Termination

If the Client shall fail to make any payment or fail to carry out its responsibilities as defined hereunder, then the Consultant may, without prejudice to its other rights and remedies, terminate the whole or any part of this Contract forthwith. If the Consultant shall fail to provide its Services as defined herein, (but excluding force majeure) then the Client shall have the right to terminate this Contract forthwith.

8. Governing Law and Jurisdiction

This Agreement and any dispute or claim between any member of Interior Proman GmbH and the Client arising from or in connection with it, or the Services provided hereunder, will be governed by Austrian law. Except as provided below, Interior Proman GmbH and the Client irrevocably agree that the Austrian courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with this Agreement or the Services provided hereunder. Nothing in this clause limits the right of Interior Proman GmbH to take debt collection proceedings against the Client in any other court of competent jurisdiction.

9. Force Majeure

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed as set out herein shall give rise to any claim against such party or be deemed to be a breach of this agreement to the extent that such failure or omission arises from causes reasonably beyond the control of such party.

10. Client's Facilities

The Client shall make available to the Consultant all office space and other Client's facilities reasonably required and all records, documents and other data of the Client reasonably requested by the Consultant during the period of this Contract.

11. Place of work

The Client has a duty to provide a safe place of work for Consultant's employees. This duty relates to places of work which are under the control of the Client which can include ships, shipyards, factories, and offices.

12. Supersession of Contract

This Contract constitutes the entire agreement between the parties. Variations to this Contract may be made only when presented in writing and will only be considered valid when signed by both parties subsequent to the date of signature of this Contract.