

GENERAL TERMS AND CONDITIONS

of the **Tourismusverband Salzburger Saalachtal**, hereafter abbreviated to TSS.

1. Validity

1.1. Contract basis. These General Terms and Conditions apply unless a scope of application for the General Conditions of Travel 1992 (in its applicable version) exists. TSS concludes its contracts and provides its services solely on the basis of its written offers, as well as the current version of any description of goods or services included in the offer (eg. requirement specifications or general product folders), price lists and these General Terms and Conditions.

The descriptions of goods or services, price lists and General Terms and Conditions apply, as far as these are not project specific (eg. individual specifications) for all legal relationships between TSS and the client and therefore automatically underlie all further contracts from the conclusion of the first contract between TSS and the client in the most recent version, even if these price lists, product descriptions and General Terms and Conditions are no longer explicitly referenced.

1.2. Future changes. Changes in the descriptions of goods or services, price lists and General Terms and Conditions of the TSS will be communicated to the client in writing and are deemed to be agreed if entrepreneurs do not object within two weeks and consumers do not object within four weeks. From the validity of the new agreement, the changes to the terms and conditions apply to all other ongoing contracts.

1.3. Additional agreements. All forms of additional agreements, both before the conclusion of the contract and during the contract period must be in writing in order to be valid. This also applies to entrepreneurs for the deviation from the requirement of the written form.

1.4. Contract components on the part of the client. Any requirements of the client regarding the service content, such as specification sheets, even upon knowledge thereof by TSS, only become part of the contract if these are included in the offer by TSS or otherwise explicitly accepted by the TSS, for example by reference to these specifications.

Legal elements on the part of the client, such as general terms and conditions or contractual clauses, even upon knowledge thereof by TSS, only become effective if they are accepted by TSS with an additional note explicitly accepting these legal texts (such as "GTC accepted"). Otherwise, TSS expressly objects to the inclusion of legal elements, such as general terms and conditions or contract clauses by the client.

Therefore, the mere acceptance of specifications regarding the client's service content by TSS does not result in the acceptance of the legal texts of the client, even if these specifications contain legal elements (such as "our terms and conditions apply").

1.5. Procedure for contradictions. In the case of contradictions between the offer, any descriptions of the goods or services (project-specific documents, general documents), any price lists and the General Terms and Conditions of the TSS, these shall apply in the order named. The more individual components therefore automatically change the more general components of the contract.

In the case of contradictions between contractual elements of the TSS and contractual elements of the client, all contractual elements of the TSS prevail.

1.6. Procedure in case of ineffectiveness. If individual provisions of the contract are ineffective or unenforceable, ineffective provision shall be replaced, in the case of contracts with entrepreneurs, by an effective provision which comes closest to the economic purpose of the invalid provision.

2. Contract conclusion and term

2.1. Offer by TSS. The basis for the conclusion of the contract is the respective offer of TSS to the client. The offers of TSS are subject to change and non-binding. If the client submits an order, then the customer is bound to TSS for these two weeks from its receipt by TSS.

2.2. Offer by the client. In exceptional cases, if the client submits an unsolicited order to TSS, without a previous offer from TSS (eg. for additional orders in ongoing business relations), then entrepreneurs are bound to TSS for two weeks, consumers for one week from receipt by TSS.

2.3. Acceptance by TSS. The contract is always concluded by the written acceptance of the contract by TSS. The acceptance should, in principle, be in writing, eg. by order confirmation, unless TSS indicates that TSS accepts the order eg. by acting on behalf of the client on the basis of the order.

A mere confirmation of the receipt of order eg. In the form of a confirmation of receipt from a webshop, does not constitute an order acceptance.

2.4. Contract term. Contracts for an indefinite period may be terminated subject to a minimum term and subject to a period of at least three months prior to the calendar half year.

3. Scope of services, order processing and cooperation obligations of the client

3.1. Place of fulfillment. The place of fulfillment is the registered office of the TSS.

3.2. Scope. The scope of the services to be provided results from all contract components given in the written service description by TSS. Information not included in the offer from other sources (eg. presentation documents, websites or catalogues) is not an integral part of the service description. TSS only provides guarantee for consumers for public statements by TSS or the manufacturer unless TSS was not aware of these public statements or these statements were corrected before the conclusion of the contract or the conclusion of the contract was not affected by these statements.

The client is obliged to check the service description against their requirements and to check for completeness. After placing the order, changes to the service description are only possible by mutual agreement and may, in particular, lead to changes in prices, dates and deadlines.

3.3. Professional service. Unless the written service description states otherwise, TSS owes a professional execution according to the generally approved practices. Within the scope of the written service description, TSS has creative freedom, insofar as several professional options exist.

3.4. Interchangeable services. As far as this is consistent with the objectives of the assignment, TSS shall be entitled to deviate from the service description and replace services with other equivalent services.

3.5. External services. TSS is entitled to carry out the services itself or to use the services of knowledgeable third parties (external service).

3.6. Agreed external services. In the event that the provision of a service as an external service is agreed with the customer (agreed external service), TSS is entitled to commission an external service of its own choice both in its own name or in the name of the client as well as on its own account or on the account of the client.

Regardless of the chosen form of assignment, in the case of agreed external services, the respective contractors are not agents of TSS. TSS is therefore only liable for fault in selection. If the third party is consulted at the suggestion of the client, then TSS is not liable for the third party at all.

Insofar as no special service descriptions or contract contents have been agreed between TSS and the client in the case of agreed

external services, the service description of the third party shall apply to the customer in the case of commissioning of the third party in the name of TSS or in the case of commissioning in the name of the client, the entire content of the contract of the third party.

TSS is not obliged to review the terms and conditions of third parties who provide external services. This is the task of the client. The client is aware that many third party services can only be used under standardized, non-influenceable conditions, often providing for foreign law and jurisdiction as well as being subject to unforeseeable and unavoidable changes.

TSS only has to check the service description for suitability. If the third party is consulted at the request of the client, then the client must examine the service description themselves.

In the case of external services commissioned on behalf of or on the account of TSS after the end of the term of the contract the client shall enter into an agreement between TSS and the client. This also applies explicitly in the case of termination of the contract for good reason.

3.7. Separable services. In the case of divisible services, TSS is entitled to make partial deliveries.

3.8. Forfeiture The client must collect all services ordered from TSS or submitted to TSS for processing on time. In the event that the collection is not made on time, TSS is entitled to charge storage costs and to dispose of the services for contracts with entrepreneurs after three months and for contracts with consumers after six months and to charge disposal costs.

3.9. Dates and deadlines. Dates or deadlines given by TSS for the delivery of services or goods are not binding unless they are expressly labelled as binding.

3.10. Unpredictable or unavoidable events. Unpredictable or unavoidable events – in particular tardiness by the client in the fulfillment of their obligations as well as unpredictable or unavoidable delays for TSS on the part of TSS or its contractors – extend deadlines or postpone appointments by the duration of the unpredictable and unavoidable event plus the duration of the necessary organizational measures in such an event. TSS must inform the client in writing.

3.11. Cooperation obligation of the client. The client shall provide TSS promptly in writing, without solicitation and in a processable form, all information and provide all services required for the provision of services by TSS.

These include in particular, the provision of a contact person for project coordination; the provision of documents, materials and facilities; the coordination of order details and the acceptance (approval) of partial services and services.

If the necessity of the provision of information or services by the client becomes known only during the provision of the services by TSS, the client must provide these immediately.

The client must check the information and services they provide themselves to ensure their suitability, correctness and legality.

The client is liable for all damages arising from inadequate, delayed or omitted involvement by the client and in particular for any resulting additional costs to TSS. If TSS is unable to carry out the services as agreed due to inadequate, delayed or omitted involvement by the client, TSS is entitled, without prejudice to other rights, to interrupt the execution of the service, to insert other services for other clients and only after completion of these services, to complete the services for the client, insofar as the client has fulfilled his obligation to cooperate, whereby all dates and deadlines are postponed.

If a claim is made against TSS by a third party for a violation of law in connection with information or services provided by the client, then the client must indemnify and hold TSS harmless and defend against possible claims by third parties.

3.12. Interventions by the client. If the client arbitrarily intervenes in the services of TSS in a manner which has not been agreed and makes changes, the client is liable for any additional costs to TSS eg. for inspection, documentation, determination of deficiencies, assignment of deficiencies, correction of deficiencies.

3.13. Inspection obligations of TSS. TSS is only liable for ensuring that the services provided by TSS are not unlawful in themselves (eg. use of a copyrighted work without the author's permission).

However, TSS has no obligation to legally check the services provided by TSS for any infringement of third party rights or possible legal infringements, resulting from the intended use of the client (eg. the use of a graphic as a logo). The client has to carry out these legal checks themselves or have them carried out by a suitably trained legal expert, especially in administrative, criminal, competition, trademark, registered marks, design protection, copyright, personal and data protection law terms.

Insofar as TSS indicates the need for an additional legal examination of the agreed services, including with respect to other rights or other risks prior to placing the order or during the assignment following the announcement of new order details, the liability for the execution of this legal review with regards to other rights or the taking of such risks, transfers to the client, so long as TSS has fulfilled its declaration and examination obligations. The service by TSS is therefore considered to have been properly carried out according to the agreement.

3.14. Rights to the services. In principle, all rights to the agreed services belong to TSS or its licensors. The client receives the right to use the services after full payment of the agreed fee in the pre-defined scope agreed with TSS or the licensors.

In the event, that the scope has not been agreed, this includes the non-exclusive, no right to sub-licensing or transfer to third parties (or affiliated companies), usage for their own use in the client's company, whereby the right to process is restricted to the legally essential minimum.

The client is aware that the services provided by TSS are often based on works or services of third parties with different licensing conditions. The client must comply with these licensing conditions of services or works of third parties, which are part of the services or works of TSS.

3.15. Right to the final product. The client only has a right to use the service in the agreed form as the end product, but not, however, to receive the necessary foundations, work aids, interim results etc. required for the service. Unless otherwise agreed, the TSS has no obligation to store these necessary foundations, work aids, interim results etc. after the completion of the work.

3.16. Reference. TSS is entitled to refer to all services provided for the client by TSS and possibly to any other author, and subject to a written revocation, possible at any time, in the context of TSS' own advertising material such as name and logo of the client, project description, project illustrations or similar as a reference or as an indication of the business relationship with the client, without the client being entitled to a fee.

4. Special types of service

4.1. Content such as texts, photographs and graphics. If the services provided by TSS include the preparation of content, eg. texts, photographs and graphics, the offer is only valid for one design and for minor modifications. Should the design, despite professional and orderly execution, still not meet the taste of the client, the preparation of further designs will be subject to a charge.

If the client provides such content, this must be provided in digital, processable quality.

4.2. Print. If the services provided by TSS include the production of printed works, the client must provide print data that meets the requirements of TSS.

The client must accept technical and industry-customary deviations in colour and material, unless exact specifications have been agreed. In the case of agreement of exact specifications, the additional costs necessary for the achievement of these specifications are to be paid by the client.

Excess and underdelivery are permitted up to 5% for the simplest work and up to 10% for more difficult work and are charged pro

rata on the basis of the print run. If the material is supplied, the tolerance rates of the supplier industry are also taken into account. For German spelling, the last edition of Duden ("new spelling") is standard.

Correction proofs are only submitted to the client on agreement. However, TSS is entitled to submit correction proofs without agreement.

4.3. Events. If TSS organizes a concert, a theatre performance or similar, TSS reserves the right to change or cancel dates or events, if, for example, musicians, performers etc. cannot perform due to illness or other compelling reasons. The costs for tickets which have already been purchased will be refunded if the event is cancelled.

After an event has begun, no right exists to late admittance and the original right to a seat expires.

The ticket holder agrees that the image, video and audio recordings made during the event may be used in any form and without any time limit without compensation.

TSS expressly reserves the right to change line-up. Such a change does not constitute a deficiency and does not justify a return of the entry tickets. Line-up changes are therefore not considered a business basis for the purchase of tickets. Point 9.6.j (Exclusion of the right of withdrawal in distance selling), is referred to because such events are leisure events within the meaning of § 18 para. 1 Z 10 FAGG.

5. Fees

5.1. Prices. All prices are quoted from the place of business or registered office of TSS for contracts with entrepreneurs in Euro plus value added tax, for contracts with consumers incl. value added tax at the statutory rate.

5.2. Quotations Quotes from the TSS to entrepreneurs are non-binding. The same applies to consumers, if the non-binding nature was explicitly indicated, before the submission of the cost estimate. If, after the issue of a non-binding cost estimate, it is foreseeable that the actual costs exceed the estimated costs by more than 15%, TSS must inform the client of the higher costs in writing. The cost overrun shall be deemed to have been approved by the client if the client does not object in writing within one week of this notice and at the same time announces a more cost-effective alternative in writing with the objection. In the case of a cost overrun of up to 15%, no separate notice is required. This cost overrun is considered by the client from the outset as approved.

5.3. Additional services. All services provided by TSS which are not expressly compensated by the agreed fee, in particular any additional services agreed later, will be charged separately.

5.4. Advance on costs TSS is entitled to demand advances on costs to cover its own expenditure.

5.5. Partial services TSS is entitled to charge for partial services.

5.6. Unjustified withdrawal. In the event that the entrepreneur withdraws from their order, without grossly negligent or intentional negligence of TSS in whole or in part, TSS is still entitled to the agreed fee. In this case, TSS only allows for savings from purchases of goods or third party services that have not yet been made. The same applies if TSS withdraws from the contract for an important reason in the sphere of the client.

5.7. Price adjustment. In the case of contracts of an indefinite time as well as contracts with automatic renewal of the contract term, TSS is entitled to make an appropriate yearly price adjustment considering factors such as inflation, consumer and producer price index, collective bargaining agreements, currency fluctuations and similar external factors beyond the control of TSS. TSS is also entitled to make an appropriate price adjustment for individual services after the conclusion of the contract if the costs of these services increase by more than 5% without TSS being able to influence this.

Consumers are also entitled to a reduction in the fee if the opposite conditions apply.

6. Payment

6.1. Due date and payability. The bills from TSS are due from date of invoice net cash without deduction and are, unless otherwise agreed, to be paid with the order in online transactions and otherwise within 14 days of receipt of the invoice. The transfer or dispatch of the goods or the execution of particular services generally takes place only after full payment.

6.2. Retention of title. Until full payment has been made by the client, retention of title in favour of TSS shall be deemed to be agreed on the goods delivered by TSS until full payment of the purchase price and all associated interest and costs.

In the case of default, TSS is entitled to assert its rights under the retention of title. In this case, the client agrees to the collection of the goods by TSS. The assertion of retention of title by TSS does not lead to a withdrawal from the contract, unless TSS explicitly declares the withdrawal from the contract.

In the event of the further sale of the goods by the customer, the customer transfers his claim against the buyer to TSS for the purpose of seizure. TSS is entitled to inform the buyer of this transfer.

6.3. Prohibition of offsetting and retention Entrepreneurs are not permitted to offset their own claims against claims of TSS, even with related claims, unless the claim of the client has been recognized in writing by TSS or judicially determined. A right of retention in favour of entrepreneurs is excluded.

6.4. Default of payment In the case of late payment for contracts with entrepreneurs, the valid statutory default interest rate is payable, but at least 9% per annum; for contracts with consumers, interest at a rate of 9% per annum is payable. The client shall bear all costs and expenses, associated with the collection of the claim, in particular collection charges or other costs necessary for an appropriate legal action.

6.5. Continued default of payment. After an unsuccessful reminder of the client, setting at least a 7 day grace period, TSS can immediately declare due all provided services and partial services, including other contracts concluded with the client, and to temporarily suspend the provision of all services which have not yet been paid until full payment of all outstanding fees.

After fruitless lapse of another week, TSS is entitled to withdraw from all contracts and demand the replacement of lost profits in addition to the payment of services already provided. Therefore, TSS is also entitled to discontinue services already paid, provided that savings arise from the discontinuation of the service. In this case, TSS is entitled to offset the outstanding claims with the savings.

Regardless of these options, TSS can of course, file a complaint with the court immediately after expiration of the due date.

6.6. Payment by installments. If TSS and the client have concluded an installment payment agreement, failure to meet the deadline applies in the case of late payment of just one installment.

7. Data protection, secrecy & non-solicitation agreement

7.1. Data protection by TSS. The data protection policy of TSS applies.

7.2. Data protection by the client. The processing of personal data by TSS or its employees by the client for the purpose of execution of the contract is based on the existing contractual relationship and statutory provisions.

There is no obligation to conclude the contract. However, the failure to conclude the contract would mean that the contract can not be awarded.

Further processing of the data by the client for other purposes is not permitted.

All data is subject to the agreed or legal obligation to secrecy and the protection of personal data. A transfer of data by TSS, apart from passing on to receivers necessary for execution of the contract, such as banks, tax consultants, lawyers, shipping agents etc. is only permitted on the basis of law or with the consent of TSS.

The client is entitled to store the data of TSS for the purpose of documentation and the fulfillment of legal obligations up to a maximum of thirty years after completion of the orders.

7.3. Confidentiality. The client must keep all known confidential information about TSS, their projects and their other clients confidential and may not use these for their own purposes. This agreement also exists beyond the end of any contract. In the event of a breach of this obligation, a penalty of €50,000.00 per offence is to be paid.

7.4. Non-solicitation agreement. The client may not hire other clients or employees of TSS. This agreement is valid for three years beyond the end of the contract. In the event of a breach of this obligation, a penalty of €50,000.00 per offence is to be paid.

8. Liability

8.1. Transfer of risk. When shipping goods to an entrepreneur, the risk always passes to the customer as soon as TSS has handed over the goods to the transport company. The shipment of goods is generally uninsured, unless the client has instructed TSS, at the client's expense, to insure the goods.

8.2. The obligation to complain by the entrepreneur. If the client is an entrepreneur, they must accept ("release") the transferred or accepted services or report in writing possible defects or damages within 14 days after request of an interim acceptance by TSS, after handover and after commencement of live operations.

In the case of an interim acceptance, the further work by TSS can only take place after the interim acceptance/"release". In the event of late acceptance or complaint, the services are automatically deemed to have been accepted by the client.

Hidden defects or damages, which occur only after the expiry of 14 days, but within open guarantee, warranty or warranty or damages periods, are also to be reported by the entrepreneur within 14 days after detection.

The obligation to complain is subject to all defects or damages which the client would recognize with the due diligence of an orderly entrepreneur with proper inspection.

The inspection has to comply with a final, detailed and particularly careful check in interim acceptance due to the special importance of interim acceptance to avoid defects, which are then carried through further service steps. When handing over, the inspection has to comply with a first, but nevertheless, exact check. When beginning live operation, the inspection must again be subject to a final, detailed and particularly careful check due the particular importance of beginning live operation to avoid damage during the operation.

The complaint of the client must describe the defect or the damage comprehensively and in detail. In the case of defects or damages that do not occur constantly, the exact times and conditions of the occurrence of the defects or damages must be stated. The client must provide TSS with all measures necessary to investigate and correct the defects or damage.

In the case of late notice of defects by the client, the assertion of guarantee, warranty and claims for damages as well as claims based on other liability regulations, in particular claims for recourse, are excluded from the client.

8.3. Guarantee Insofar as the products marketed by TSS have a manufacturer's guarantee, this manufacturer's guarantee must be asserted directly with the manufacturers.

In the case of a guarantee assurance by TSS, the period to validate the claim under guarantee begins with the handover. The guarantee claim lapses six months after knowledge of the customer of the occurrence of the guarantee claim, but no later than the expiry of the guarantee period.

If the guarantee does not state the contents of the guarantee, then TSS is liable for the usual standard characteristics.

8.4. Warranty. For entrepreneurs the right to warranty is limited to 6 months and the right to recourse to warranty to 12 months from handover or completely excluded for used goods.

Entrepreneurs are entitled to the right of improvement or exchange or a price reduction in the case of non-essential defects or in the

case of significant defects, also to an exchange at the discretion of TSS. By correcting the defect, the warranty period for entrepreneurs will neither be extended, nor will it begin to run again for the part of the service affected by the correction of the defect.

8.5. Error, reduction by more than half. With respect to entrepreneurs, the right to contest is precluded on the grounds of error or reduction by more than half.

8.6. Compensation and other claims. Claims for damages and claims based on other liability regulations, especially regress claims, by the client are excluded, so long as these are not based on gross negligence or intent of TSS.

Such claims by entrepreneurs expire in six months from the knowledge of the damage and the perpetrator, in any case after three years from the infringing act.

Claims for personal injury and other non-dispositive legal provisions are excluded from this disclaimer.

8.7. Burden of proof. A reversal of the burden of proof at the expense of TSS is excluded for contracts with entrepreneurs. In particular, the existence of the defect at the time of delivery, the time of the discovery of the defect, the timeliness of the complaint as well as the existence and degree of culpability are to be proved by the client.

8.8. Grace period. In the event of a breach of contract, entrepreneurs are only entitled to assert claims if they have granted a reasonable grace period in writing, but of at least a fortnight. This also applies to the termination of the contract for good cause.

8.9. Contract withdrawal. A withdrawal from the contract by the client is to be declared in writing, if the client is an entrepreneur, by way of a registered letter.

9. Right to withdrawal by consumers & online dispute resolution

9.1. Right to withdrawal. Consumers have the right to withdraw from distance and off-premises contracts within fourteen days without giving reasons.

9.2. Withdrawal period. The withdrawal period is fourteen days

- in the case of a service contract, from the conclusion of the contract
- or in the case of a contract for the supply of goods, from the day on which the consumer or a third party named by consumer, who is not the carrier, has taken possession of the goods;
- or, in the case of a contract for multiple goods, ordered by the consumer in a single order and delivered separately, from the date on which the consumer or a third party named by the consumer, who is not the carrier, has taken possession of the last of the goods;
- or, in the case of a contract for the delivery of an item in several installments or pieces, from the date on which the consumer or a third party named by the consumer, who is not the carrier, has taken possession of the last partial installment or piece;
- or, in the case of a contract for the regular delivery of goods over a specified period of time, from the date on which the consumer or a third party named by the consumer, who is not the carrier, has taken possession of the first item.

To comply with the withdrawal period, it is sufficient for consumers to send notification of the exercise of the right of withdrawal before the end of the withdrawal period.

9.3. Declaration of withdrawal. To exercise the right of withdrawal, consumers must inform TSS [Tourismusverband Salzburger Saalachtal, Lofer 310, 5090 Lofer, Tel 065888321, info@lofer.com] of their decision to revoke the contract, by means of a clear statement (eg. a letter sent by post or e-mail). Consumers may use the attached model withdrawal form, which is not mandatory.

9.4. Model cancellation form. (To cancel the contract, please complete and return this form)

To
Tourismusverband Salzburger Saalachtal
Lofer 310
5090 Lofer
Tel 065888321
info@lofer.com

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/provision of the following service (*)

Ordered on (*)
Received on(*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only when notified on paper)

Date

(*) Delete as appropriate

9.5. Consequences of withdrawal. If consumers revoke a contract, TSS must repay, immediately and no later than fourteen days from the date on which termination of the contract is received by TSS, all payments that TSS has received from the consumer, including delivery costs (except the additional costs arising from the consumer choosing a different delivery method than the best, standard delivery offered by TSS). For this repayment, TSS uses the same method of payment used by the consumer in the original transaction, unless otherwise explicitly agreed with the consumer; in no case will the consumer be charged for this repayment.

The consumer must return or hand over the goods to TSS immediately and in any event, no later than fourteen days from the date on which the consumer notified TSS of the withdrawal from the contract. The deadline is met if the consumer returns the goods before the expiry period of fourteen days.

TSS may refuse to pay back until TSS has either received the goods back or until the consumer has provided proof that the consumer has returned the goods, whichever is the earlier.

The consumer bears the immediate costs of returning the goods. The consumer only has to pay for a possible loss in value of the goods, if this loss of value can be ascribed, by examination of the nature, characteristics and functionality of the goods, to an unnecessary handling of the goods.

9.6. Exclusion of the right of withdrawal. The consumer has, among other things, no right of withdrawal for distance or off-premises contracts exceeding €50 for:

- a. goods, made to customer specifications or clearly tailored to personal needs,
- b. goods, which after being delivered, have been inseparably mixed with other goods due to the nature of the goods,
- c. goods, which can spoil quickly or whose expiration date would quickly be exceeded,
- d. goods, which are delivered sealed and are not suitable for return for reasons of public health protection or hygiene, if the seal has been removed after delivery,
- e. sound or video recordings or computer software, delivered in a sealed package, if the seal has been removed after delivery
- f. newspapers, periodicals or magazines with the exception of subscription contracts for the supply of such publications,
- g. the delivery of digital content not stored on a physical data carrier, if TSS – with explicit consent of the consumer associated with his knowledge of the loss of right of withdrawal in case of premature commencement of the contract, and after provision of

a copy or confirmation – has begun delivery before the expiration of the withdrawal period, as well as

h. services, if TSS – on the basis of an explicit request by the consumer as well as a confirmation from the consumer of his knowledge of the loss of right of withdrawal upon complete fulfillment of the contract – had started the service before the expiry of the withdrawal period and the service was then provided in full,

i. urgent repair or maintenance work, where the consumer has specifically requested TSS to visit to perform this work. If TSS provides additional services during such a visit, which the consumer has not expressly requested, or if TSS delivers goods that are not necessarily required as spare parts during maintenance or repair, the consumer is entitled to withdraw from these additional services or goods.

j. services in the accommodation sector for purposes other than living, transport of goods, rental of motor vehicles as well as supply of food and drink and services rendered in connection with leisure activities, if in each case a specific time or time period is contractually provided for the contract by the entrepreneur.

9.7. Online dispute resolution platform. To settle disputes, the EU has set up an "Online Dispute Resolution Platform" (ec.europa.eu/odr). TSS decides to participate in a dispute resolution procedure in individual cases. For questions about dispute resolution, TSS is available at info@lofer.com.

10. Final provisions

10.1. Applicable law. The legal relations between the client and TSS shall be exclusively governed by Austrian law excluding international referral standards. The provisions of the UN Sales Convention not apply.

10.2. Mandatory consumer law. In the case of transactions with a consumer, mandatory consumer protection rules of the consumer's home country must be applied if TSS has oriented its professional and commercial activities to the home country of the consumer.

10.3. Jurisdiction. As court of jurisdiction for all disputes between TSS and entrepreneurs, the relevant competent Austrian court in Salzburg is agreed. TSS is also entitled to bring an action at the general place of jurisdiction of TSS and the entrepreneur.