

GENERAL TERMS AND CONDITIONS for Cluster partners of the Green Tech Cluster Styria GmbH

As of May 2016

1. Payment terms

- 1.1. The prices listed in the registration form apply to Cluster partners (formerly called "Members"), unless agreed otherwise in the order. The statutory VAT will be calculated in addition. We reserve the right to amend the prices.
- 1.2. The Cluster partners' contribution is due each calendar year and always in advance. If the entry date lies within the calendar year, then an aliquot contribution will be calculated for that year.
- 1.3. Payments are due, unless otherwise agreed, within 14 days from receipt of the invoice without deduction. In the case of delay in payment a processing fee of € 5.00 will be charged for the 1st reminder and € 10.00 for the 2nd reminder.
- 1.4. The Green Tech Cluster Styria GmbH is entitled, in the case of delay in payment and after written notification, to discontinue services till payment is made in full.
- 1.5. The obligations of Green Tech Cluster Styria GmbH are based exclusively on the extent and content of an order accepted from Green Tech Cluster Styria GmbH and/or of the extent of the published scope of services.

2. Agreement on termination

- 2.1. The partnership is concluded for an indefinite period. The partnership can be terminated at any time by both partners to the agreement without giving reasons. Cluster partners have no claim to the aliquot reimbursement of any annual contributions already paid.

3. Data protection and security

- 3.1. Green Tech Cluster Styria GmbH is entitled to store and process data and visual material apart from the order-processing (data collection sheet) also for the protection of its own computers and of those of third parties.
- 3.2. Neither this data nor the content or any kind of other customer data will be passed on to third parties. Exceptions for the passing on of data are only any statutory requirements or necessities required for processing the order or for the purpose of initiating business for the Cluster partners. The partner to the agreement explicitly declares his consent to this.
- 3.3. Green Tech Cluster Styria GmbH will take all possible and known technical measures in order to protect the stored data. Green Tech Cluster Styria GmbH is however not responsible if someone succeeds in an illegal manner to obtain this data and to use it. The assertion of damages by the party to the contract or third persons against Green Tech Cluster Styria GmbH from such a context is excluded by mutual agreement.
- 3.4. Green Tech Cluster Styria GmbH reserves the right to put names, email, addresses, as well as the nature of the services of the customers on a reference list and on request to make it available to other customers and interested parties.
- 3.5. Green Tech Cluster Styria GmbH reserves the right to continue to use the company data recorded (visual and data material) during the period of the partnership even after the termination of the partnership.
- 3.6. With the partnership the Cluster partner declares its explicit agreement in terms of the Telecommunications Act TKG 2003 (§ 107) to want to receive among other things electronic information of Green Tech Cluster Styria GmbH. This can be revoked at any time in writing by the Cluster partner.

4. Miscellaneous

- 4.1. The Cluster partner undertakes at least once per year to maintain the online company profile on www.greentech.at.