

## TERMS AND CONDITIONS OF SUPPLY AND PAYMENT

Issued: 1 July 2008

1.

All supplies and services now and in the future shall be based on these Terms and Conditions of Supply and Payment. On placement of the order, the contracting party recognises the validity and binding nature of these terms and conditions.

Arrangements that differ from these terms and conditions require explicit written confirmation in order to be valid.

If provisions in these terms and conditions should be or become invalid, ineffective or not feasible, the other provisions shall remain unaffected. The relevant provisions shall be replaced by regulations that are drafted to meet the original intention as closely as possible.

2.

The details in catalogues, brochures, price lists etc. of the Statistics Austria Federal Institution are not binding unless they are explicitly agreed contractual features.

The Client shall be obliged to inform the Statistics Austria Federal Institution if he is a consumer as defined in the Austrian Consumer Protection Act (KSchG). In the case of contracts that are concluded with exclusive use of one or more means of telecommunication, the consumer has a right of withdrawal in accordance with the Austrian Consumer Protection Act within seven working days from receipt of the delivery.

3.

Unless otherwise agreed, the product shall be delivered at the cost and risk of the Client.

The delivery can also take place using new technologies, e.g. by e-mail, on data media etc.

Part-shipments and part-deliveries are possible.

4.

The Statistics Austria Federal Institution accepts no responsibility for any third party errors, malfunctions or damage arising due to improper operation, use of unsuitable organisational systems and data media, where these are specified, abnormal operating conditions or transportation damage.

5.

The Statistics Austria Federal Institution guarantees that the supplied product is free from material defects. Any complaints shall be made in writing to the Statistics Austria Federal Institution without delay following the occurrence of the material defect. Compliance with Sections 924 and 933 of the Austrian Civil Code (ABGB) shall in particular be ensured.

In the event of a warranty claim, the Client is initially entitled to request rectification or replacement. In the event that replacement or rectification are not possible, the Client can demand a reduction in the purchase price or rescission of the contract.

6.

Returns of supplied products that have not been agreed shall not be accepted by the Statistics Austria Federal Institution and shall be returned at the cost and risk of the sender.

7.

Except in the case of intent or gross negligence, no compensation claims shall be accepted against the Statistics Austria Federal Institution or one of its agents. This particularly includes claims based on the incorrectness or incompleteness of the content of the product, consequential loss or damage, financial loss, loss of earnings, savings not achieved, loss of interest, loss as a result of claims by third parties, as well as loss and damage to (recorded) data, other data material and software destruction.

In the case of loss or damage caused by the Statistics Austria Federal Institution itself, the Institution has no obligation to prove that intent or gross negligence did not exist.

The amount of liability is limited to three times the purchase price of the relevant item.

8.

Invoices shall be paid within 30 days of the invoice date without deduction.

In the case of default in payment, default interest at 2% above the current base rate of the National Bank of Austria shall be charged. In addition, all dunning, legal, collection and postage and packing charges shall be billed.

In the event of default in payment of an invoice of more than four weeks, all other pending invoices shall become due for immediate payment without a period of grace, irrespective of their due date, and/or if payment in instalments has been agreed, the contractual partner shall be deemed to be in default.

9.

The invoice amount is exclusive of VAT, therefore there is no entitlement to deduction of input tax.

10.

The product remains the property of the Statistics Austria Federal Institution until complete payment has been made.

11.

The product and the data it contains are protected by copyright. All rights are reserved by the Statistics Austria Federal Institution. The copying and distribution of the product, as well as its commercial use, are not permitted without prior written authorisation. It is also forbidden to place the data on the Internet without the prior written authorisation of the Statistics Austria Federal Institution, even in the case of free distribution.

Further use is only permitted with correct indication of the source, i.e. "Source: STATISTICS AUSTRIA".

12.

The Statistics Austria Federal Institution is entitled to store and process data about the Client obtained in connection with this business relationship, irrespective of whether it comes from the Client himself or from third parties, as defined in the Austrian Data Protection Act 2000, Federal Gazette (BGBl.) I, No. 165/1999.

13.

The place of performance for deliveries and payments is Vienna.

14.

In respect of these Terms and Conditions of Supply and Payment and all legal relationships between the Statistics Austria Federal Institution and the Client, solely Austrian law shall apply and Vienna is agreed as the place of jurisdiction.