

General Terms and Conditions

of PALLAS HOFMANN Rechtsanwälte Partnerschaft
1090 Wien, Frankgasse 1/2

1. Scope of Application

1.1. The Terms and Conditions for Contracts apply to all activities and acts of representation in court and out of court, as well as before authorities, which are undertaken in the course of a contractual relationship (hereinafter also referred to as "mandate") between PALLAS Rechtsanwälte Partnerschaft (hereinafter simply referred to as "partnership") and the client.

1.2. The Terms and Conditions for Contracts also apply to new mandates, unless agreed otherwise in writing.

2. Mandate and Power of Attorney

2.1. The partnership has the right and obligation to represent the client to the extent that is necessary and expedient in order to comply with the mandate. In the event that the legal situation changes after the mandate has ended, the partnership is not obliged to draw the client's attention to these changes or the consequences resulting therefrom.

3. Principles of Representation

3.1. The partnership performs the representation entrusted to its in conformity with statutory provisions and represent the rights and interest of clients vis-à-vis all persons, applying diligence, loyalty and conscientiousness. As a matter of principle, the partnership has the right to provide the performance at its own discretion and to take all steps, especially to use all means of prosecuting and defending a case, as long as they do not conflict with the mandate with the client, the partnership's conscience or the law.

3.2. The partnership will not follow instructions of the client, which are incompatible with the law or the professional conduct.

3.3. In the event of imminent danger, the partnership has the right to take or to refrain from an act, although this may not expressly be covered by the mandate, if this appears to be urgently required in the interest of the client.

4. Client's Obligation to provide Information and Cooperate

4.1. After the client has entered into the mandate, the client is obliged to provide the partnership with all information and facts, without delay, which may be of significance for complying with the mandate, as well as to make accessible all required documents and means of evidence.

The partnership has the right to assume that the information, facts, document, papers and means of evidence are correct.

5. Obligation of Confidentiality, Conflict of Interest

5.1. The partnership and all its members of staff are bound by professional secrecy in all matters which have been confided to them and all facts which have otherwise become known to them in its capacity as a lawyer, whose confidentiality is in the interest of his client.

5.2. The partnership is released from obligation of confidentiality only to the extent that is necessary in order to prosecute the partnership's claims (especially claims for the fee) or to defend claims against the partnership (especially claims for damages by the client or third parties against the partnership).

6. Sub-Authorization and Substitution

The partnership may ask a trainee lawyer in lawyer's services or another lawyer, or that lawyers authorized trainee lawyer, to represent the partnership (sub-authorization). In case of being prevented, the partnership may pass on the mandate or individual sub-activities to another lawyer (substitution).

7. Fees

7.1. When agreeing a lump-sum or a time-based fee, the partnership – in addition to the partnership's fee – is at least entitled to the cost refund recovered from the opposing party, to the extent that this amount can be collected; otherwise, the partnership receives the agreed lump-sum or time-based fee.

7.2. To the partnerships due / pre agreed fee are also added, the value added tax degree by law, necessary and reasonable expenses (e.g. travel costs, telephone, fax, copy) and on behalf of the client incurred cash expenses (e.g. court and contract fees, transfer taxes).

7.3. The client takes note of the fact that estimates, made by the partnership and not expressly referred to as binding, regarding the anticipated amount of the fee are without engagement and cannot be regarded as a binding cost estimate (as defined by § 5 (2) of the Austrian Consumer Protection Act).

7.4. The effort required for calculating the fee and preparing the invoice is not debited to the client. However, this not applies to the effort required for translating, upon client's request, into another language than German the list of services provided. Unless there are other agreements, in invoiced amount includes the service of drawing up letters upon the client's request to the client's chartered accountant which relate, for example to the status of pending cases, or give an assessment of the risks for the purpose of setting aside provisions and/or reporting on the state of outstanding fees at a certain reporting date.

7.5. The partnership has the right to send invoices at any random point in time, in any event, every quarter, as well as to ask for advances on the fee.

7.6. In the event that the client is an entrepreneur, an invoice forwarded to client and properly broken down into its various items is deemed to have been approved, if and to the extent that the client does not expressly oppose it in writing within one month of its receipt (receipt by the partnership is the decisive date).

7.7. In the event that the client is delayed in paying all or a part of the fee, the client has to pay interest on arrears to the partnership in the statutory amount, as a minimum, however, 4% above the respectively applicable basic interest rate.

7.8. All expenses paid to courts or authorities (cash expenses) and costs (e.g. for sub-contracted performances by third parties) can be forwarded to the client – in the discretion of the partnership – for direct payment by the client.

7.9. In the event that several clients enter into a mandate with the partnership regarding a legal matter, all clients are collectively liable for any claims arising to the partnership in this connection.

7.10. Claims for costs refunds by the client against the opposite party are herewith assigned to the partnership in the amount of the partnership's fee claim, as soon as they arise. The partnership has the right to inform the opposing party of this assignment at any time.

8. The partnership's Liability

8.1. The partnership's liability and the liability of the partners (members) of the partnership is limited according to provision Limitation of Liabi (page 2 above).

In event that the client is a consumer this restriction of liability applies only, just in case the damage is caused by slight (minor) negligence.

8.2. The maximum amount applicable pursuant to provision Limitation of Liabi (page 2 above) comprises all claims existing against the partnership for faulty advice and/or representation, such as, in particular, claims for damages and price reduction.

This maximum amount does not comprise the client's claims to receive back toe fee paid to the partnership. Possible deductibles do not reduce liability.

The maximum amount of applicable pursuant to provision Limitation of Liabi (page 2 above) relates to a single insured incident. In the presence of two or several competing damaged parties (clients), the maximum amount of each damaged party is reduced in proportion to the amounts claimed.

8.3. When mandating a law firm, the restrictions on liability also apply to the benefit of all partnerships acting on behalf of the law firm (in their capacity as partners, managing directors, employed lawyers or in another function).

8.4. The partnership is liable for individual sub-contracted services, provided by third parties with the consent of the client in the framework of the partnership's performance, who are neither staff members nor partners, only in case of fault in selecting the third party.

8.5. The partnership is only liable to the client but not to third parties. The client is obliged to expressly bring this circumstance to the attention of third parties who come into contact with the partnership's performance on account of the client's efforts.

8.6. The partnership is only liable for the knowledge of the Austrian law and the EU law but not for each national law of the member states.

9. Lapse/Preclusive Period

Unless the law stipulates a shorter term of lapse or preclusion, all claims (excluding, however, warranty claims, in the event that the client is not an entrepreneur as defined in the Austrian Consumer Protection Act) against the partnership lapse, unless the client has claimed them in court within six months (in the event that the client is an entrepreneur) or within one year (in the event that the client is not an entrepreneur) as of the date at which the client becomes aware of the damage and the damaging party, or of the incident that otherwise gives rise to a claim, the client can assert the claims in court, but at the latest after the expiry of three years as of the conduct (infringement) causing the damage (giving rise to a claim).

10. Client's Legal Expenses Insurance

10.1. Neither the disclosure of legal cost insurance by the client which is obtaining coverage under the legal expenses insurance by the partnership do affect the fee claim of the partnership against the client. Nor shall it be deemed as consent sides the partnership, to be fully satisfied with the amount paid by the legal cost insurance to the partnership.

10.2. The partnership is not obliged to claim its fee directly from the legal expenses insurance, but may

request payment of the full remuneration from the client.

11. Termination of the Mandate

11.1. The partnership or the client may end the mandate at any time without observing a deadline and without giving any reasons. The partnership's fee claim shall remain unaffected by the foregoing.

12. Obligation to Surrender

12.1. The partnership has to return the originals of documents after the mandate relationship has ended upon the client's request. The partnership has the right to keep copies of these documents.

12.2. The client agrees to the destruction of the files (also of original documents) after the expiry of the storage period (5 years).

13. Choice of Law and Jurisdiction

13.1 The present Terms and Conditions for Contracts and the client/partnership relationship governed by them are subject to Austrian substantive law.

14. Final Provisions

14.1. Whenever the client is not a consumer defined by the Austrian Consumer Protection Act, changes or amendments of the present Terms and Conditions have to be made in written form to be valid.

14.2. The partnership is allowed to enact revised terms and conditions, through sending them to the client or through providing them on the owen homepage whenever the client is informed of this fact. The consent of the client shall be deemed granted if there is no rejection told by him within 4 weeks.

14.3. Communications by the partnership to the client must, in any event, be deemed to have been received if they are sent to the address communicated by the client when retaining the partnership, or to another address communicated subsequently in writing by the client. However, the partnership is allowed to correspond with the client in any other form which is deemed to be appropriate, unless something else is confirmed.

Respective this terms and conditions, any communication that needs to be in written form may also be forwarded by means of telefax or e-mail, unless provided otherwise. Unless the client issues another written instruction, the partnership has the right to engage in e-mail communication with the client in uncoded form. The client I states that he/she is aware of the attaching risks (especially access, confidentiality, alterations in communications in the course of forwarding) and accepts – in full awareness of these risks – that e-mail communication is conducted in uncoded form.

14.4. The client expressly agrees that the partnerships processes, provides or communicates person-related data regarding the client and/or client's enterprise (as defined in the Austrian Data Protection Act) to such an extent as this appears to be necessary and expedient or results from statutory obligations or duties under the provisions on the exercise of the profession of legal counseling (e.g. to take part in the electronic legal data exchange, etc.), in order to comply with the tasks for which the client has retained the partnership.

14.5. Whenever one or several conditions of the present Terms and Conditions for Contracts or of the contractual relationship governed by the present Terms and Conditions for Contracts becomes invalid, this shall not affect the validity of the remaining provisions. The contracting parties agree to replace the ineffective provision(s) by another provision that comes closest to the intended economic result.