

Application form of ACstyria Autocluster GmbH

Parkring 1
A-8074 Grambach/Graz

Fax: +43 (0) 316 40 96 96-33

Company

Person of contact (Name, Function)

Street

Code

City

Telephone

Fax

Email

Internet

VAT number

- Yes, I would like to become a partner of the ACstyria Autocluster GmbH and want to buy the „**AUTOMOTIVE POWER PACKAGE**“ of the ACstyria Autocluster GmbH. The annual fee depends on the automotive turn-over – so the annual fee for my company will be:

- | | | |
|--|----------------------|------------------|
| <input type="checkbox"/> to € 5,0 Mio. | automotive turnover: | € 1.500,- / Jahr |
| <input type="checkbox"/> € 5,0 > € 25,0 Mio. | automotive turnover: | € 3.000,- / Jahr |
| <input type="checkbox"/> € 25,0 > € 75,0 Mio. | automotive turnover: | € 5.200,- / Jahr |
| <input type="checkbox"/> more than € 75,0 Mio. | automotive turnover: | € 7.500,- / Jahr |

- I have read the General Terms for the „**AUTOMOTIVE POWER PACKAGE**“ and accept them.

City / Date

Signature

General Terms and Conditions for the „AUTOMOTIVE POWER PACKAGE“

1. General

ACstyria Autocluster GmbH (hereinafter referred to as ACstyria) shall enter into agreements with users of current and future services and deliveries in connection with the *automotive power* package (hereinafter referred to as AC Partners) exclusively on the basis of the present general terms and conditions. Other terms and conditions shall not form part of this agreement unless they have been expressly accepted as such by ACstyria in writing.

2. Scope

ACstyria shall offer the following services under the fit for future programme:

- a. Incorporation of company details on the website at www.acstyria.com, specifically to include a brief profile of the AC Partner with a link to its corporate website, an indication of its postal and e-mail address, and details of the company's areas of business and services.
- b. Reduced registration fees for events organised by ACstyria in accordance with the advertisement of the particular event.
- c. Entitlement of the AC Partner to use the ACstyria logo for its own purposes.
- d. A newsletter appearing at regular intervals and containing important information for the industry which is exclusively available to AC Partners.
- e. Customised training packages for AC Partners at university-level and other institutions of education and training, offered on an individual basis and under the particular conditions specified in each case.

3. Entry into Effect

Agreement shall enter into effect upon acceptance by ACstyria of the order, i.e. once confirmation of the conclusion of the agreement has been dispatched by e-mail or by post.

4. Prices and Terms of Payment

Prices of AC Partner memberships are always indicated in the most recent list of fees and are net prices for the period of one year. Invoiced amount is payable within 14 days of receipt of invoice. We charge default interest at bank rates in the event of arrears.

5. Language

Language of this agreement is German.

6. Duration

Agreement shall be concluded for the limited period of one year. Agreement shall be automatically extended by a further year in each case unless revoked by one of the two contracting parties through the issue of a one-month notice of termination in writing upon date of expiry of the agreement. Both parties to the agreement are entitled to annul the agreement at any time if they have important reasons to do so. Important reasons shall above all be deemed to be given if a party to the agreement does not meet his contractual obligations despite being issued a reminder; or if all or part of the contractual services cannot be delivered due to force majeure or an intervention by third parties which cannot be offset by reasonable economic means. In the event the agreement is revoked due to non-compliance of the AC Partner with contractual obligations, the annual fees shall not be reimbursed on a pro-rata basis.

7. Liability

ACstyria shall only be held liable for damages if it or its agents caused them with deliberate intent or through gross negligence or as a result of non-compliance with an essential contractual obligation. Despite the current safety precautions in place, use of the *automotive power* package may lead to the amendment or deletion of data through technical defects, computer viruses or through the interventions of third parties. ACstyria does not assume any liability in such cases. ACstyria is under no obligation to check data entries in any form for correctness or plausibility, nor does it assume any liability in such cases. Network outages or other technical faults may interrupt online services and prevent access to the website at www.acstyria.com. For this reason, ACstyria shall not be held responsible for the uninterrupted delivery of website services or for access to data at any time, but will take all reasonable steps to repair such faults as quickly as possible.

8. Data Protection and Data Security

Under the Telecommunications Act, ACstyria shall be entitled to ascertain and process connection data (in particular IP addresses, server logs and server protocols) to maintain and improve its services and to pass such data on to authorised contractual partners for concrete purposes (such as the repair of technical faults). ACstyria shall store data provided by the AC Partner and make it available on the website. In this case, 'data' refers to corporate data whose storage, processing and publication on the Internet has been expressly agreed to by the AC Partner applying for the *automotive power* package and the services contained therein, and in exceptional cases to personal data which is saved and processed solely for internal purposes. By making such data available on the website, ACstyria shall pass it on to interested parties. At the same time, such passing on of data represents one of the services provided by ACstyria on behalf of AC Partners.

9. General Provisions

The AC Partner can only offset claims made against it by ACstyria if the counterclaim is made in a legal connection with the obligations of the AC Partner and has been established by a court of law or recognised by ACstyria. Place of fulfilment is the head office of ACstyria Autocluster GmbH.

10. Applicable Law, Legal Venue

Austrian law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods and excluding principles on conflicts of law under the Austrian International Private Law Act. Sole court of jurisdiction is the court with responsibility for dealing with the head office of ACstyria Autocluster GmbH. In the event that one or other provision of these general terms and conditions contravene statutory regulations, the other provisions of said general terms and conditions shall remain in effect.