

## **GENERAL TERMS OF TRADE**

### **for business transactions**

#### **1. Prices**

The prices listed are net, excluding VAT.

#### **2. Payment conditions**

All bills must be paid promptly and in full. The same conditions apply to external costs and advance payments such as advertisement or travel costs.

#### **3. Delayed payment**

In case of payment delays the lawful default interest rates apply. All arising costs for monition and prosecution, particularly costs for a collection agency, are taken into account separately.

#### **4. Liability**

In business transactions, liability is accepted only in cases of wilful misconduct or gross negligence.

#### **5. Cancellation terms**

The down payment due at the date of commission expires in any case of retreat by the client. If cancellation takes place up to two weeks before the beginning of the project, 50% of the commission sum, after that 100% of the commission sum is due. The reference date is the first appointment of the project in question. Cancellation fees are not subject to judiciary mitigation.

#### **6. Safeguarding provisions**

All results of the selection process remain the property of HILL. Documents of application are to be handled with strictest confidentiality. They must be returned to HILL in case of non-use and may under no circumstances be passed on to third parties.

If a candidate presented by HILL is employed in the next 12 months directly by the client, by an associated business or as a freelancer, HILL is entitled to the agreed fee. Such circumstances must be given notice of immediately in a written form.

#### **7. Guarantee**

The HILL guarantee is good for a one-time cost-free refilling of the originally commissioned post if a contract is dissolved by the employee during the first six months. If the employee recommended by HILL leaves the client during the first six months after signing the contract, the search and selection procedure is repeated once for free. This freedom of charge does not apply to external costs such as advertisements or travel fees. This module offers the client a particularly high degree of security.

If as a result of reasons belonging to the sphere of the client, particularly because of

- a structural change in the client's company,
- an internal filling of the position advertised through HILL,
- unclear internal decision competences in the client's company,

the position cannot be successfully filled or the contract is dissolved during the first six months, the contract with HILL is regarded as fulfilled and the client is liable to HILL for its fulfilment, i.e. the client carries the risk. In such cases the HILL guarantee explicitly does not apply.

HILL assumes no guarantee or liability for information contained in documents which were provided by applicants (including available documents, certificates, references, etc.). This includes especially the correctness, up-to-dateness, sufficiency/completeness, quality and/or usability of this information.

#### **8. Communication and data protection**

The client agrees to entering his contact information into the customer database of HILL International and **receiving facsimile and e-mails with marketing and advertising information of similar products and services of HILL International**. This permission can be revoked at any time.

All information and data provided by the client within the scope of the contract are kept in confidence according to Austrian data protection law and will not be made available to third parties.

#### **9. Court of jurisdiction**

The court of jurisdiction is the Vienna court of competent jurisdiction if nothing else is defined for compelling judiciary reasons; Austrian law applies.

**Any arrangements differing from these conditions must be explicitly confirmed in written form by HILL to attain validity.**

Vienna, April 2006

HILL International GmbH

Vienna, Austria