

General Terms and Conditions

All offers of Digitalsunray Media are subject to change without notice. Offers and contracts need to be in writing with a signed confirmation by the contractual partner being sufficient.

Oral agreements and amendments of the offer and/or contract will only come into effect if confirmed by writing (email is sufficient).

The contracting party has to settle the invoice(s) resulting from the confirmed offer(s). All prices shall be understood to be net of value added tax, ie are quoted excluding the effectual legal sales tax at the time of the billing. Cost estimates are binding and free of charge unless otherwise agreed.

Costs for producing the promotional material, landing pages, advertorials, etc will be charged separately. The same applies for the use of the ad-serving infrastructure.

Invoices have to be paid immediately upon receipt. In case of delays in payment by the contracting party Digitalsunray Media shall be entitled to charge an annual rate of interest of 8% above the base interest rate pursuant to Section 352 Austrian Commercial Code (UGB) for the duration of the delay.

The costs incurred by the reminder shall be borne by the contractual party.

The contracting parties shall be entitled to terminate the agreement with a period of three weeks before the start of a booked campaign. Without such a note of termination, the contractual partner shall be obliged to the following pro rata settlement of the invoice(s):

- 2 weeks before start of the booked campaign 25% of the invoice(s);
- up to 1 weeks before start of the booked campaign 50% of the invoice(s);
- up to 3 working days before start of the booked campaign 75% of the invoice(s);
- 0 working days before start of the booked campaign 100% of the invoice(s).

Contractually agreed services already rendered such as programming of landing pages, etc will be added to the expenses actually incurred. Digitalsunray Media reserves the right to withdraw from the contract in cases of force majeure or other unforeseeable impediments which cannot be overcome by reasonable expenditure and for which Digitalsunray Media is not responsible.

In this case claims of the other contracting party shall be excluded. In general, the right of withdrawal does not apply unless preventing the provision of services was caused through the fault of Digitalsunray Media.

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