

## TERMS AND CONDITIONS OF BUSINESS

The following Terms and Conditions of Business are part of any and all agreements entered into with denkbar&so PROJEKTKREATION GMBH., with registered office in Graz, Austria. Sub-agreements, additions, alterations and amendments have to be fixed in writing and are subject to validation by denkbar&so. By confirming an order - either orally or in writing - the client accepts the following Terms and Conditions of Business.

## SERVICES

denkbar&so performs the agreed services on the basis of the specification list in the written offer.

The Services of denkbar&so basically include:

Concept work, design and production of attraction designs and/or visualizations according to the client's specifications.

## OFFERS AND JOBS

Our offers are not binding and are subject to confirmation. Offers shall remain valid for 21 days.

Any order placed by the client shall be binding. Prior to any formation of a contract with the client, a written confirmation of order is required. The sending of an invoice or the performance of services ordered equals a confirmation of order.

## MATERIAL AND CONTENT

The Customer shall provide denkbar&so with all source materials, information in digital format (photos, plans, 3D-models, etc.) and support that is required to perform its obligations, not later than 60 days prior to the agreed date of completion of attraction designs and/or visualizations, if no other deadline was determined hereto. For material that is not made available in digital format, denkbar&so will invoice the client for digitalization of the material according to the price list of denkbar&so. However, denkbar&so does not accept material that might affect any legal rights, or which is illegal.

denkbar&so does not verify, whether picture- or text material is protected by copyrights of third parties or not. This is incumbent on the customer only, except for picture- and text material produced and/or supplied directly by denkbar&so. This also applies to matters concerning competition laws.

If the customer fails to supply the material in accordance with these Terms and Conditions, denkbar&so cannot be held liable by the client for the consequences of any delay in the completion of attraction designs and/or visualizations.

denkbar&so makes comprehensive efforts to protect itself against computer viruses. For any virus infections of computers owned by the customer, which are caused by viruses from the internet, diskettes and/or CD's, no liability can be accepted. No claims for damages can be made valid.

## LIMITATION OF LIABILITY/WARRANTIES

denkbar&so can in no way be held liable in connection with the Contract or otherwise for any direct or indirect loss of business, revenues or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.

The customer has to check the produced material immediately when handed over by denkbar&so. Defects and errors have to be reported immediately upon their discovery. Claims of the contracting party on the basis of latent defects are to be set up within 3 months from completion of the material, otherwise such claims come under the statute of limitations. In case of any defects or errors the client shall grant denkbar&so a reasonable additional respite to eliminate said deficiencies.

denkbar&so has no influence whatsoever on the equipment used by the client to view the produced material (films, etc.). Therefore, in case of doubt, any material that functions properly on the equipment of denkbar&so and which meets the specifications formulated in the offer, is deemed to function properly and therefore has to be accepted. denkbar&so cannot be held responsible for any impairment when viewing the material due to the use of inappropriate equipment.

denkbar&so's liability is limited for omissions in case of intention or gross negligence. The same applies to indirect and subsequent damages.

Our total aggregate liability to the client for any claim in Contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by the client in respect of the Services which are the subject of any such claim, excluding such payments which were made for services of third party providers. In any event no claim shall be brought unless the client has notified denkbar&so of the claim.

## COPYRIGHTS

The copyrights of the attraction design and/or the visualizations of denkbar&so remain with denkbar&so until the project has been fully paid.

With the payment of the entire consideration the client in turn receives the copyright of the animation and the unlimited and international right of use and modification of the animation.

However the copyright of the source code of the animation as well as the 3D-Modell remains with denkbar&so. A sealed copy of the 3D-Modell and the source code will however be transmitted to a designed third party.

All rights regarding patents, technologies and brands protected by denkbar&so remain with denkbar&so.

As far as denkbar&so produce attraction designs and/or visualizations for the client or on behalf of the client for a third party, the client grants denkbar&so a non exclusive right of use of these designs and material for publishing and marketing relation.

If the material produced by denkbar&so is used on any website or DVD, denkbar&so shall be entitled to the placement of a credit link to the website of denkbar&so or its local representatives.

## DATA PROTECTION

The client agrees that his data will be saved and processed by us electronically or otherwise, as far as it is necessary for the realization of the business.

The client agrees that his data will be communicated to our business partners as far as this is necessary to complete the order of the client, and that this data will be saved and processed electronically or otherwise.

There will be no other communication or processing of data by us!

## DATA SECURITY

With placement of order the client covenants to set up an appropriate data security for the files delivered by us. denkbar&so can in no way be held responsible for any loss of data occurring on equipment not owned by denkbar&so.

## PAYMENT

Provided that there are no other stipulations, invoices are payable immediately on receipt.

For services of denkbar&so the client shall pay a deposit of 50% by that point of time as stipulated in the Contract.

denkbar&so shall be entitled to provide services and deliveries only for payment in advance, if there are facts giving rise to the assumption that our claim for payment appears to be at risk. The absence of an international convention, according to which Austrian judgments or court decisions are acknowledged and subject to compulsory execution in the client's country, is in any case deemed as reason for such an assumption.

Services by third party firms (e.g. project partners contracted by denkbar&so on behalf of the client) have to be paid in advance.

Expenses caused by international bank remittances will be charged to the client.

In case of any default of payment beyond the time limit for payment, denkbar&so shall be entitled, even without prior reminders, to charge interest on defaulted payments of 5% above the basic interest rate of the European Central Bank.

If the client defaults in payment, denkbar&so shall be entitled to hold back services not yet performed until receipt of all unpaid amounts.

The Client shall pay to denkbar&so all costs and expenses (so that any legal fees shall be based on an indemnity basis) incurred by the denkbar&so in enforcing any of these Conditions, or exercising any of its other rights and remedies under the Agreement, including (without prejudice to the generality) all costs incurred in tracing the client in the event that legal processes cannot be enforced at the address last notified to denkbar&so.

## RESERVATION OF TITLE

All attraction designs and/or visualizations shall remain the property of denkbar&so until full payment is received. When full payment is received, the Articles of COPYRIGHT apply accordingly.

## NOTICES

If the client terminates the contract prematurely, denkbar&so shall in no event refund payments which were made to any third party project-partner as ordered in the agreement. The client shall bear all costs and expenses incurred until termination of the contractual relation.

We reserve the right to change or amend these General Terms and Conditions of Business at any time after an appropriate prior term of notice.

If the client does not object to the changed Terms and Conditions within four weeks after receipt of the amendment notice, the relevant changes come into effect accordingly. If the client objects within the specified time, we shall be entitled to give notice to terminate the Contract at the point in time when the amended Terms and Conditions are supposed to come into effect.

## NON-WAIVER

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall in no way be construed as a waiver or relinquishment of such party's right to enforce any such provision or right in any other instance.

## SEVERABILITY

If any individual clause or provision of this agreement shall be or shall become ineffective or impracticable or shall become illegal, void or unenforceable, then the effectiveness of the remaining provisions hereof shall remain in full force and effect and this agreement shall be construed as if the offending clause or provision had been omitted here from, and the parties shall endeavor to agree on the terms of an alternative valid clause or provision to replace the offending clause or provision, with the intention of achieving and fulfilling the intentions and purposes of the parties in entering into this agreement.

## JURISDICTION

This Terms and Conditions of Business and the Agreement shall be governed by and construed in accordance with Austrian law, without reference to conflicts of law principles. The parties hereto submit to the jurisdiction of the competent courts in Graz, Austria.

Graz, on 4th of December 2004

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The General Terms and Conditions of Business have been acknowledged and accepted.

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Place

\_\_\_\_\_

Date

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Name in block letters

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Corporate signature