

DUXDEI GMBH

Terms of Use and General Terms and Conditions (GTC)

(Last Updated: March 17, 2025)



1. Introduction

1.1 Introductory Quote

*“The virtue of people
cannot be replaced by
the authority of law.”*

*-Dr. Mathias Stockinger
CEO & founder of DUXDEI GMBH*

1.1 IMPORTANT NOTICE

PLEASE READ THESE TERMS CAREFULLY – THEY AFFECT YOUR RIGHTS AND OBLIGATIONS.

THESE TERMS AND THE CONTAINED VALUABLE WAIVER DECLARATIONS ARE A FUNDAMENTAL BASIS OF PRICING. You acknowledge and agree that these are the agreed risk distributions, which partly constitute the consideration for our services and products provided to you.

If you still believe that such a right is necessary, please notify us, so that we can adjust the pricing accordingly.

1.1 Legal Basis

These Terms of Use and General Terms and Conditions (GTC) are based on standard terms and conditions used by comparable multinational technology companies. To comply with applicable Austrian law, some standard clauses had to be formulated as

“Red Hand Clauses” or valuable waiver declarations. Their admissibility also under Austrian law is further justified by the fact that this is, and you agree to this, an offer exclusively for business Customers (B2B) – whereby the extensive and for this purpose necessary contractual freedom is guaranteed. In order to comply with the jurisprudence of the Austrian Supreme Court (OGH) regarding the admissibility of such clauses, particular consideration was given to the wording and formal requirements regarding “readability and transparency”.

1.1 DUXDEI.com – DUXDEI GMBH

DUXDEI.com - As an idealistic company, we, the DUXDEI GMBH, have a moral obligation to put PURPOSE over PROFIT. Nevertheless, we, the DUXDEI GMBH, are **not a non-profit organization**, but strive to achieve profit through our own economic activity, to sustain ourselves. DUXDEI GMBH is the economic engine powering NGOfoundation.org .

1.2 NGOfoundation.org – NGO Foundation-Platform

NGOfoundation.org is an NGO foundation organisation. The financial means and other resources required by the NGOfoundation.org are generated by the DUXDEI GMBH.

2. General Provisions

Welcome to the websites of DUXDEI GMBH:

DUXDEI.com, NGOfoundation.org, domaintastic.com, RESCUEDOMAIN.com, adpick.com, AssignAgency.com, BigIconic.com, brandivism.com, MatMio.com, NameCreative.com, NEEDDESIGN.com, ThePRAgency.com, Upstarta.com, etc. (hereinafter referred to as "Websites").

The use of these websites, as well as the business relationships between DUXDEI GMBH ("Provider", "we", "us") and visitors, Users, and Customers ("User", "Customer", "you", "your") are subject to the following Terms of Use and General Terms and Conditions (GTC), as well as the Privacy Policy and Cookie Policy (collectively referred to as "Terms"). The Terms are binding for any use of these websites and the services and products offered. **By accessing these websites or using the services, the User agrees to these Terms.**

You affirm that you are of legal age and have the legal authority, right, and freedom to enter into a binding agreement based on these Terms and to use the services and purchase products.



Please read these Terms carefully as they affect your rights and obligations. If you do not agree to these Terms, you may not use these

websites or the services and products offered. In such a case, please leave the websites immediately!



Your agreement to these Terms is the reason we can offer these services and products – without it, we would not offer these services and products.

2.1 Requirements

Usage Requirements:

- You must be **at least 18 years old**.
- You must have the legal authority, power, and right to enter into these Terms and be bound by them.
- You must provide all information accurate, complete, and current.
- You must not be located in a country under embargo.
- You must not be an entity on a prohibited list.
- You must not be a criminal or have criminal intentions.

If you do not meet these requirements or do not agree to the Terms, you must leave the website immediately and may not engage in any business activity with DUXDEI GMBH.

2.2 Prohibitions

Prohibited Behavior:

- **Immoral, criminal, or harmful behavior:** Any action that violates applicable law or aims to harm others through physical, emotional, or economic means, including fraudulent activities, theft, vandalism, violence, or threats.
- **Hacking:** Any unauthorized access to computer systems, networks, databases, or software, including breaking into systems, installing malware, altering or deleting data, and intercepting communications.
- **Reverse Engineering:** Any analysis of a product to understand its functioning with the aim of replicating the product.
- **Abuse:** Any deliberate misuse that runs counter to the intended purpose or recognized rules or societal or legal norms, in a dishonest or unlawful manner. This includes the dissemination of harmful content, fraudulent activities, or the creation of security risks, as well as any other form of abuse.
- **Harassment:** Any form of behavior that repeatedly and unwantedly harasses or pressures, including physical harassment, bullying, stalking, and verbal or written threats and abuse.
- **Defamation and Damage:** Any action that harms or damages the reputation, the integrity or the legitimate interests of the DUXDEI GMBH or its Customers,

including defamation, false claims, and spreading rumors intended to harm the reputation.

You agree to fully cooperate with us in investigating any activity suspected or actually violating these Terms.

3. Scope

These Terms apply to the use of our websites and apps, our products and services, and all contracts concluded between the Provider and the Customers. Deviating or supplementary terms and conditions of the Customer only become part of the contract if the Provider has expressly agreed to them in writing.

4. Contract Subject

The Provider makes websites available online and offers products and services for purchase through these websites, **which are exclusively intended for business Customers.** By using the service, awarding a contract or placing an order, the Customer confirms that he is acting as an entrepreneur within the meaning of Section 1 of the Austrian Commercial Code (§ 1 UGB). This definition of an enterprise is very broad and includes, among others, in addition to classic companies (stock corporations, LLC, etc.), self-employed individuals, liberal professions (doctors, lawyers, etc.), foundations, NGOs, and associations:

"An enterprise is any long-term organization of independent economic activity, even if it is not aimed at making a profit."
(§ 1 ¶ 2 UGB)

Since DUXDEI GMBH's business activity takes place **exclusively** in the B2B area, you acknowledge that the Consumer Protection Law (KSchG), E-Commerce Law (ECG), and other consumer protection regulations do **not** apply.

Between entrepreneurs (B2B), there is extensive contractual freedom – "Pacta sunt servanda".



Any warranty and liability are maximally (to the extent permitted by law) excluded or at least maximally limited. You acknowledge and agree that this is the agreed risk distribution, which partly constitutes the consideration for our services and products for you.

5. Contract Conclusion

A contract between the Provider and the Customer is concluded exclusively by the Provider's written confirmation. Telephone and oral agreements require written confirmation to be effective.

6. Right of Withdrawal

The right of withdrawal does not apply to business customers. **All sales are final.**

The **chargeable reversal of the purchase** is done exclusively as a gesture of goodwill, at our sole discretion, and at the Customer's expense. No rights arise from the reversal of a purchase for a future reversal of a purchase.

7. Prices and Payment Conditions

All prices are net prices in EURO, i.e. without taxes and fees. If the Provider is legally obliged to pay taxes and fees, they will be shown on the invoice. **The Customer is obliged to bear the applicable taxes and fees. The Customer is also obliged to pay the applicable taxes and fees in their country.** Payments are due immediately after invoicing without deduction. The Customer is in default without further declaration from the Provider if they do not pay within 14 days of the due date. In the event of default, default interest of 9% above the base rate will be charged. Any reminder fees, attorney fees, and collection fees will also be charged to the Customer. The Provider reserves the right to retain ownership of the delivered goods until full payment of the purchase price.

We reserve the right to offer different Customers different prices and conditions (PURPOSE over PROFIT).

8. Service Provision

For services, the Provider performs their services freely and not bound by instructions. The execution of the activities is carried out under independent responsibility and without project character. The Provider reserves the right to design the execution of the services according to their own methods and ways of working.

The Provider owes a certain degree of care but does not guarantee a specific success. They perform their services to the best of their knowledge and belief but cannot be held responsible for achieving a specific result.

9. Customer's Duty to Cooperate

The Customer is obliged to provide all necessary cooperation services required for the proper fulfillment of the contractual service. This includes the timely provision of information, documents, and access, as well as prompt and constructive cooperation in clarifying questions or problems. If the Customer does not fulfill these cooperation obligations, the Provider reserves the right to charge the resulting additional effort. Furthermore, delay or non-fulfillment of the Customer's cooperation obligation may exclude the Provider's liability for resulting delays or defects.

10. Delivery and Delivery Time

For products to be delivered, delivery is made ex-works at the Customer's risk and expense. Delivery dates are non-binding unless we have expressly confirmed them in writing as binding. Partial deliveries are permissible.

11. Retention of Title

The delivered goods remain the property of the Provider until full payment of all claims arising from the business relationship. The Customer is obliged to handle the goods subject to retention of title carefully, protect them from third-party access, and promptly grant appropriate access.

12. Copyright

The originator created content and works on these websites are subject to Austrian copyright law. Duplication, processing, distribution, and any kind of exploitation outside the limits of copyright law require the written consent of the respective author or creator. All rights are reserved.

This contract does **not** transfer any usage rights or copyrights to the User. [All rights, especially copyrights, remain with the respective rights holders.](#)

If you agree to the Terms, you will receive only permission to access and browse the websites to purchase the Provider's services and products. This permission automatically expires if you violate any provisions of the Terms.

Any further use, especially reproduction, distribution, or public display of the content, requires the explicit and written consent of the Provider.

As far as the content on this site was not created by the Provider, third-party copyrights are respected. In particular, third-party content is marked as such.

If you still become aware of a copyright infringement, please notify us at

legal@duxdei.com. Upon becoming aware of legal violations, we will immediately remove such content.

13. domaintastic.com – INTERNET DOMAIN TRADE

domaintastic.com - Born out of our own need to acquire a large number of first-class domains for our companies and organizations, the only viable option was to become a **DOMAIN TRADER** ourselves.

13.1 Escrow Solution for Domain Transfers

Chargeable domain transfers are handled **exclusively** through the online escrow service of ESCROW.com. **The escrow solution protects both parties.** With the "Domain Concierge Service" from ESCROW.com, both the money and the domain are handled through ESCROW.com's escrow accounts (money accounts and domain accounts), so that the simultaneous exchange, is ensured by ESCROW.com.

Please note that we can offer **escrow domain transfers** with the "Domain Concierge Service" from ESCROW.com, **only for selling prices of at least EUR 1000,-**, due to the associated costs.

13.2 Warranty and Liability Exclusions for Domains

It is the inherent characteristic of domains, that their entire qualities, properties and functionality - can be comprehensively evaluated through the domain name. **The domain purchase is therefore explicitly "as seen", "as available" and "with all faults". It is the sole responsibility of the Customer to check the domain before purchase. We assume no warranty or liability for domains – bought as seen.**

We assume no warranty for the speculative value of a domain. Domains are unique in the world, like works of art, and a significant part of the achievable sale proceeds lies in the **appreciation of the buyer.**

We reserve the right to offer different Customers domains at different prices (PURPOSE over PROFIT).

Domains are may be called "INTERNET REAL ESTATE", but **legally they are a continuing obligation like a lease** between the domain owner ("registrant") and the domain registry ("registrar"). **To maintain the domain registration, the (mostly annual) renewal fee must be paid! The Customer acknowledges that they are solely and entirely responsible for the timely renewal of their domains, as well as the timely payment of the renewal fee to their domain registrar.** The renewal/expiry date of a domain can be viewed with "Whois" or "Domain Lookup" queries. ICANN, the top administrative organization for Internet domains, also provides a tool for this: lookup.icann.org

Check third-party rights before acquiring a domain. No warranty and liability are assumed that the string of characters from which the domain is formed is free from any third-party rights, especially trademark, name, and other identifier rights. No routine trademark, identifier and name rights review is conducted – this lies solely in the Customer's responsibility. Resources you can use to verify third-party rights before purchasing a domain include:

<https://branddb.wipo.int/> (Global WIPO Trademark Register)

<https://www.uspto.gov/trademarks/search> (USPTO Trademark Register)

further national and local trademark registers

In addition, there may be further registered or unregistered trademarks, name rights, and other identifier rights. It is therefore recommended to conduct search engine research as well.

The Customer alone is also responsible for checking the compatibility with local applicable laws and regulations. If you do not check a domain before purchase, you are violating your due diligence – we are to be held harmless and indemnified for any damages resulting from it.

13.3 RESCUEDOMAIN.com - Service of domaintastic.com

Domain trading is somewhat like fishing. Domains can be imagined as fish swimming in the depths of the ocean (Internet) and perhaps surfacing to spawn once every few years. If you don't catch them during this short available time, they disappear back into the depths of the Internet for years! We noticed that sometimes domains appeared, only for brief moments of time, that would obviously be vital to the legitimate stakeholders of other companies and organisations. We faced the decision of "what to do?" - should we help other companies and organizations catch these fish (domains), or stand idly by and just watch? As an idealistic company, we could not just stand idly by and watch when help was needed – hence the decision: **TO HELP**.

For this purpose, domaintastic.com founded a unique service: **RESCUEDOMAIN.com**.

RESCUEDOMAIN.com is a service of domaintastic.com for the restitution of domains to their legitimate stakeholders. This includes the emergency acquisition of domains to temporarily protect them from third-party access and to grant the legitimate stakeholders appropriate access. This service is financed through a finder's fee.

Since domains are usually of invaluable worth and significant importance to the legitimate stakeholders, the finder's fee is to be determined by reasonable discretion (§ 393 ¶ 2 ABGB), otherwise 10% of the value (§ 393 ¶ 1 ABGB).

If there are several potentially legitimate stakeholders for the domain, the award of the Domain can be determined by the highest bid in a multi-stage bidding process.

We reserve the right to exclude individual bidders for moral reasons (PURPOSE over PROFIT).

As part of the RESCUEDOMAIN.com service, we do appropriate "free-standing items" (domains for sale) not unlawfully, but within the framework of the law, in good faith, to restitute them to the legitimate stakeholders.

13.4 Assert Legal Claims on Domains

If you believe you have a legal claim to a domain listed by domaintastic.com or RESCUEDOMAIN.com, please submit a corresponding claim application through the following contact method:

- Online form "DOMAIN NAME RECLAIM FORM": www.RESCUEDOMAIN.com

The applicant has a duty to cooperate. This is necessary for the proper processing of applications. You are fully and solely responsible for any delays and non-fulfillment of domain claims resulting from a violation of your duty to cooperate.

To ensure rapid and accurate processing of your domain claim, it is important that you provide us with all the necessary information (duty to cooperate). Please note that your domain claim may be delayed or not feasible due to missing or incorrect information. If your domain claim is not identifiable, we will not be able to respond to it.

Please understand that to protect your domain and your safety, we may need to verify your identity before we can comply with your domain claim. For this reason, we may ask you for additional information to verify your identity and for further security purposes, subject to your cooperation (duty to cooperate).

We will send you a confirmation once we begin processing your domain claim.

We will review domain claim applications and determine if a claim is valid and, if so, what measures need to be taken, if any. Each domain claim application will be taken seriously, and we will make all reasonable efforts to resolve your domain claim application quickly and in accordance with applicable law.

The expected timeframe for processing domain claims is as follows:

- For **domain claims**, we ensure completion of processing within 30 days.

We reserve the right to charge a finder's fee, which supports the funding of the RESCUEDOMAIN.com Service (see above).

If your domain claim cannot be amicably resolved by us after 30 days, you are free to pursue the further complaint process through the **Uniform Domain-Name Dispute-Resolution Policy ("USDP")** of the Internet Corporation for Assigned Names and Numbers ("ICANN").

14. Disclaimers and Liability Limitations

Customer claims for damages are excluded unless the damage was caused intentionally or with blatant gross negligence. (**Valuable waiver declaration** → see 10.1 Valuable waiver declaration)

The Provider, to the extent legally permissible, assumes no liability for damages incurred by the Customer through the use of these websites or the purchase of goods and services, especially not for damages caused by slight or simple gross negligence.

This limitation of liability includes, but is not limited to, direct, indirect, incidental, consequential, or punitive damages, force majeure, as well as lost profits, business interruptions, loss of business information, or other financial losses, even if the Provider has been advised of the possibility of such damages.

This limitation of liability does not apply to damages resulting from injury to life, body, or health.

14.1 Exclusion of Liability for Indirect Damages and Third-Party Damages

Any liability for indirect damages and third-party damages, especially lost profits, business interruption costs, and other indirect and consequential damages, is excluded.

14.2 Exclusion of Liability for Website Use

The use of these websites is at the User's own risk.

For cybersecurity reasons, we host all our websites on Wix to ensure a high standard of protection and reliable security measures.

Wix.com Ltd., 40 Namal Tel Aviv St., Tel Aviv 6350671, Israel ("**Wix**")

Wix offers comprehensive security features such as SSL certificates, automatic backups, and DDoS protection, which help protect our website from potential threats. In addition, Wix continuously monitors server activities to respond early to security threats.

Nevertheless, we assume no liability for damages or losses if, in the very unlikely event, viruses, Trojans, or other malware reach the User's devices through the use of these websites. **It is the User's responsibility to take appropriate measures to protect their devices and data, including using up-to-date antivirus software.**

14.3 Exclusion of Liability for Website Content

The use of the content on these websites is at the User's own risk.

The content on these websites is created with the greatest care. However, the Provider assumes no responsibility for the accuracy, completeness, and timeliness of the provided content. We assume no responsibility for damages or losses resulting from the use or reliance on the information provided on these websites. This includes, but is not limited to, direct, indirect, incidental, consequential, or punitive damages.

Medical/Psychological Content: The information and content provided on these websites serve general information and education only. They do not constitute medical advice, diagnosis or treatment and under no circumstances replace professional advice from a licensed doctor or psychotherapist. Always consult a doctor or psychotherapist if you have health questions or complaints. The information and content provided on these websites must not be used as a basis for independent diagnoses and/or treatments.

Following any advice given on these websites is always at your own risk.

We reserve the right to change, add to or remove the contents of these websites at any time without prior notice. It is the User's responsibility to regularly inform themselves about the current status of the content.

14.4 Exclusion of Liability for Links

These websites may contain links to external websites operated by third parties. We have no influence over the content of these external websites and assume no responsibility for their content or the privacy practices of these websites. The provision of such links does not constitute an endorsement of the linked content and is provided solely for the convenience of the User. Permanent control of the content of the linked pages is not reasonable without concrete evidence of a legal violation. Upon notification of violations, we will remove such links immediately.

14.5 Product Liability

In the context of product liability, we are **only** liable for damages resulting from injury to life, body, or health. Any further liability is excluded.

14.6 Limitation of Liability

The total liability of the Provider to the Customer, regardless of the legal grounds, is limited to the amount paid by the Customer for the respective product or service.

(**Valuable waiver declaration** → see 10.1 Valuable waiver declaration)

This limitation of liability does not apply to damages resulting from injury to life, body, or health.

15. Warranty Exclusion

All goods and services offered on these websites are provided "as is," "as available," and "with all faults." The Provider makes no express or implied warranties or representations regarding the quality, suitability, fitness for a particular purpose, or non-infringement of third-party rights. Any warranty, express or implied, is expressly excluded to the extent permitted by law. (**Valuable waiver declaration** → see 10.1 Valuable waiver declaration)

15.1 Shortened Warranty Period and Mandatory Deficiency Report

The warranty period is 6 months from the time of delivery or service provision. The Customer is obliged to notify defects immediately, but no later than 3 days after receiving the goods or accepting the service, in writing by means of a deficiency report. If timely notification is not made, the goods/service is considered approved. (**Valuable waiver declaration** → see 10.1 Valuable waiver declaration)

16. Burden of Proof

The Customer bears the full burden of proof for all claims and the prerequisites for damage compensation against the Provider. This includes but is not limited to the existence of a defect, the time of occurrence of the defect, the timely notification of the defect, causality, unlawfulness, fault, and the degree of fault - in this sense also for any degree of negligence. In case of doubt, it is presumed that the damage was caused without our fault.

You acknowledge and agree that this is the agreed risk distribution, which partly constitutes the consideration for our services and products provided to you.

If you still believe that you wish another risk distribution, please notify us, so that we can adjust the pricing accordingly.

17. Indemnification

The Customer agrees to indemnify and hold harmless DUXDEI GMBH, its employees, representatives, and bodies against any claims by third parties arising in connection with the use of DUXDEI GMBH's services or products. This includes but is not limited to claims of alleged trademark or copyright infringement arising from the registration or use of domains. The Customer assumes full responsibility for all costs incurred, including attorney and court costs, in defending or settling such claims. The Provider has free choice of counsel. (**Valuable waiver declaration** → see 10.1 Valuable waiver declaration)

18. User Submissions, Inquiries, and Other Submissions

Any content submitted by the User, such as questions, comments, suggestions, or ideas, will be considered non-confidential and non-copyrighted. The Provider reserves the right to use, reproduce, publish, or otherwise exploit these contents at its sole discretion without obligation to compensate or acknowledge the User. **Please note that submissions of any kind will not prevent us from implementing similar products, services or ideas.**

19. Data Protection

The Provider processes the Customer's personal data for specific purposes and in accordance with legal requirements. The data necessary for order processing will only be passed on to the partners involved in the contract processing (e.g., transport companies). The Customer has the right to free information, correction, blocking, and deletion of their stored data at any time. For more information on data protection, please refer to our [privacy policy](#).

20. Final Provisions

By accepting these terms, the Customer confirms that they have read and understood them and accepts all provisions contained therein.

20.1 Shortening of Deadlines

The Customer must assert all claims arising from the contractual relationship within a period of 6 months from the occurrence of the cause of the claim. After this period, all claims are barred. (**Valuable waiver declaration** → see 10.1 Valuable waiver declaration)

20.2 Exclusion of Regress

Any right of regress by the Customer against DUXDEI GMBH, its employees, representatives, and bodies is excluded. This applies in particular to claims arising from liabilities unless they are based on intent or blatant gross negligence. The Customer expressly waives the right to assert regress claims. The Customer will indemnify and hold harmless DUXDEI GMBH, its employees, representatives, and bodies against claims from third parties. (**Valuable waiver declaration** → see 10.1 Valuable waiver declaration)

20.3 Exclusion of the Right to Challenge for Laesio enormis

The Customer expressly waives the right to challenge the contract due to Laesio enormis (§ 934 ABGB).

20.4 Prohibition of Set-Off

The Customer is not entitled to offset their claims against DUXDEI GMBH's claims unless these counterclaims have been acknowledged in writing by DUXDEI GMBH or have been legally established.

20.5 Exclusion of Class Actions and Model Lawsuits

The Customer expressly waives the right to bring class actions or model lawsuits against the Provider. This waiver includes all types of class actions and model lawsuits, including those initiated by consumer protection organizations or other associations. (**Valuable waiver declaration** → see 10.1 Valuable waiver declaration)

20.7 Valuable waiver declaration

The Customer acknowledges that these terms are a significant basis for pricing and agrees to waive rights inconsistent with these terms in consideration. **You acknowledge and agree that this is the agreed risk allocation, which partly constitutes the consideration for our services and products for you.**

If you still believe that such a right is necessary, please inform us so that we can adjust the pricing accordingly.

20.8 Jurisdiction

We are an Austrian company and thus subject to Austrian law. It is legally permitted for us to develop any business activity online that is also permitted to us offline. Our business activities are and shall be sanctioned exclusively by Austrian law. All claims concerning our business activity shall also be judged exclusively under Austrian law.

Those who access the websites, services, and products from other locations do so at their own initiative and risk. We make no representation or warranty that the

content and materials on our websites and/or services are suitable for use at a particular location or in a particular jurisdiction. **The Customer is solely responsible for complying with applicable laws, and paying fees and taxes, in their country.**

We reserve the right to restrict the availability of our websites, services, and products to certain individuals, geographic areas, or jurisdictions at any time at our sole discretion.

20.9 Mandatory Attempt to Amicably Resolve Disputes

All disputes must first be resolved amicably through a corresponding request to legal@duxdei.com. If no amicable solution is reached within 30 days, you are free to proceed through the courts.

20.10 Applicable Law, Jurisdiction, and Court Language

Austrian law applies exclusively, excluding international conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). For all disputes arising from or in connection with this contract, the competent court at the Provider's registered office (Theresienfeld/Austria) is agreed upon as the place of jurisdiction. The court language is German.

20.11 No Assignment to Third Parties

Without our prior written consent, you may not assign your agreement with us or all or part of your contractual rights or obligations.

20.12 Written Form

Changes and additions to this contract must be made in writing. This also applies to the amendment of this written form requirement.

20.13 Severability Clause

If individual provisions of this contract are invalid or unenforceable or become invalid or unenforceable after the conclusion of the contract, the validity of the contract as a whole shall not be affected. Instead of the invalid or unenforceable provision, a valid and enforceable regulation shall apply, whose effects come as close as possible to the economic objective pursued by the contractual parties with the invalid or unenforceable provision.

20.14 Non-Enforcement of a Provision

The non-enforcement of a provision of these terms does not constitute a waiver of the provision in question.

20.15 Relationship

These terms do not establish a partnership, joint venture, employment relationship, or agency relationship between the parties. Both parties act as independent contractors.

20.16 Translations and Headings

These Terms are written in German; translations into other languages are for convenience and user-friendliness only. In case of discrepancies between the German version and a foreign language translation, the German version shall prevail.

Headings are for better overview, convenience, and user-friendliness only. Headings do not limit the content and have no legal effect.

20.17 Changes and Updates to the Terms

We reserve the right to change the Terms at any time and in any way with or without prior notice. The updated version will be published on the websites and will take effect upon publication. It is the Customer's responsibility to regularly check the current status of the Terms.

20.18 Entire Agreement

These agreements constitute the entire agreements between the contracting parties. All previous oral or written agreements, arrangements, or negotiations within the scope of these terms are hereby replaced.

20.19 Extension of Scope

The provisions above apply to our contractual (including liability for futile expenses) and non-contractual liability (including liability in tort) as well as liability for pre-contractual dealings (*culpa in contrahendo*). They also apply in favor of our executives, senior officers, or other legal representatives, employees, and vicarious agents. (**Valuable waiver declaration** → see 10.1 Valuable waiver declaration)

20.20 Survival of Provisions

The provisions of these terms, which by their nature should survive the termination of the contract, shall remain in force even after the termination of this contract – this applies in particular to provisions regarding indemnification, indemnities, valuable waivers, liability exclusions, liability limitations, exclusion of regress, burden of proof, and this section "Final Provisions."

20.21 Final Remark

This contract is an attempt, within the limits of the law, to ensure the virtue of our business partners. Even though we know, that the authority of law cannot replace the virtue of people – and thus must forever remain an attempt.

21. Contact for Legal Inquiries

If you have any questions or concerns regarding the content of these websites or the Terms, please contact us at the following contact information:



DUXDEI GMBH

Gewerbeparkstrasse 1

A-2604 THERESIENFELD

AUSTRIA

Email: legal@duxdei.com