



## General Business Conditions (T&Cs) of baubook GmbH English translation of Allgemeine Geschäftsbedingungen (AGB) der baubook GmbH

**This document is the English translation of "Allgemeine Geschäftsbedingungen (AGB) der baubook GmbH" in order to give non-German speakers the possibility to understand the content. In case of differences between the English and German version or misleading wording in the English version, the German Version is valid.**

### 1. Preliminary notes

baubook is an online database for construction products managed by baubook GmbH. The database is used by planners, craftspeople, public purchasers, developers, building owners, etc. (hereinafter referred to as users). It is intended to support ecological building and renovation by means of targeted product information and selection. baubook GmbH is jointly co-owned, with 50 percent shares held by the Energy Institute Vorarlberg and IBO - Austrian Institute for Building and Ecology GmbH.

### 2. Protected trademarks

The baubook is a protected word and image logo. Any use of the term baubook as well as the associated logo is expressly prohibited except where written consent has been obtained from the owner of the trademark rights, namely baubook GmbH. This particularly applies for the labelling of products and their use in advertising materials. When compiling any notes concerning the listing of products in baubook, regardless of the approach taken, prior approval in writing must be sought from the owner of the trademark rights.

### 3. Obligations of users

Users are persons who obtain information from the database. The database is accessible online. Specific data are also available in software programs to calculate the relevant building parameters. When using such data (e.g. to compile energy performance of buildings passports, heat bridge calculations etc.) and particularly when using product and brand names, it is important to comply with competition law regulations.

Both the content and structure of the database, as well as the system used to process queries, are the exclusive intellectual property of baubook GmbH. The user shall comply in this regard with the relevant copyright law, particularly provisions reflecting the status of baubook GmbH as the creator of the database as defined by §40f and §40g Austrian Copyright Law and, with regard to the copyright owner, in accordance with §76d Austrian Copyright Law. The user shall refrain from any action which would entail him/her or a third party to reproduce the query system or the content or the structure of the database. The user is prohibited in particular from transferring the queried data into a separate database. If this is desired, separate cooperation agreements can be concluded with baubook. Data processing is only allowed for calculation programs operated by authorised software providers.



#### 4. Liability and obligations of product manufacturers

Product data can be entered into the baubook by manufacturers and/or their distribution partners (hereinafter referred to as product manufacturers). Once all the required points have been filled in, a summary is created, which is submitted to baubook GmbH together with the relevant test certificates. Product manufacturers confirm with it the correctness of the information and guarantee that the declared products or product series correspond to the declared properties (ecological criteria, technical and ecological key figures, ingredients, etc). Any liability arising due to incorrect or incomplete details shall be entirely borne by the product manufacturer. They have to indemnify baubook GmbH in full against any damages or compensation claims. This also applies under circumstances where a residential building is not given a country-specific subsidy or the subsidy is rejected.

Any data deemed defective can be cited by baubook GmbH as justification for blocking the service, without having to give reasons, in the form of a notification to the product manufacturer, without notice and without any claim to reimbursement of any payments already made. Incorrect or false details submitted by the product manufacturer shall entitle baubook GmbH to immediately rule out any further inclusion in the online service for at least five years.

Product manufacturers undertake to promptly inform baubook GmbH about amendments of the product - in writing or directly revising the product information in baubook. baubook GmbH reserves the right to demand an updated summary declaration at regular intervals from the product manufacturer to be retained in the baubook database.

The product manufacturers agree to the electronic recording of the data provided and to have the data published via the online service. The product manufacturers confirm that they retain all rights to the entered photos and that they consent to their publication by baubook GmbH.

#### 5. Duration, charges, extension

Entries of products or product series shall be made respectively for a calendar year.

Declarations, product amendments impacting on quality and listing in the online service are fee-based services. The current price list is available online. Declaration costs are also imposed when products are classified as „ineligible for the online service“ or if the product manufacturer decides that he do not want to publish his declared products in baubook after the data quality check. The payment terms are detailed on the respective invoice in each case. Invoices are issued in automated and electronic form. In the event of any delay, baubook GmbH is entitled to levy the applicant with statutory default interest and processing charges as applicable.

There is no obligation or entitlement to inclusion in the baubook database. Both baubook GmbH and the product manufacturer have the right to terminate participation in the online service at any time in writing and without citing reasons, subject to a four-week notice period to the end of the month. Any declaration or listing charges already paid will not be reimbursed. If no notice of termination has been received by six weeks before the end of the year, the product shall be listed chargeable rge for a further calendar year as part of the online service.



## 6. Liability disclaimer and obligations of baubook GmbH

Proof of compliance with the specifications of the respective product property is incumbent on the product manufacturer. baubook GmbH checks the submitted product information for plausibility, completeness and compliance with the declaration specifications without any further product testing (as for example chemical laboratory analysis). All activities performed as part of the procedure for checking the product information shall be performed with the utmost care.

Any liability on the part of baubook GmbH is excluded, since the procedure constitutes a listing of information which has been received and compiled. baubook GmbH also disclaims liability in cases where support is not provided or is rejected due to incorrect manufacturer details.

If any doubt emerges or exists over the correctness and/or completeness of the specified data (incl. the hazard classification of substances), baubook GmbH is entitled to have the relevant details rechecked by an independent body. If this testing reveals evidence of incorrect declaration details, baubook GmbH is entitled to charge the costs of said testing to the product manufacturer.

baubook shall be available 24 hours a day – although not during downtime for maintenance or system-related reasons or during the back-up periods. However, baubook GmbH disclaims all liability for availability of data. This also applies to problems which occur when importing data into one of the entitled calculation programmes.

## 7. Court of jurisdiction, amendment to the T&Cs

The place of performance is A-1090 Vienna. The place of jurisdiction for all disputes is the factual and local competent court administering the area of the office of baubook GmbH in A-Vienna. The current terms are governed by Austrian law.

baubook GmbH may provide notifications of any amendments made to these general business conditions also electronically via the online service, when express reference is made to the same at [www.baubook.at/zentrale](http://www.baubook.at/zentrale).