

DESCRIPTION

How did you notice the fault? What happened? How does the fault affect?

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.....

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partition(s)

| # | size | used storage | content |
|-------|-------|--------------|---------|
| | | | |
| | | | |
| | | | |
| | | | |

Which files/types/folders are important for you? It's necessary to specify exactly with "Economy-Service"!

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What mode of analyse-service do you wish? You can read about the difference at www.attingo.com.

Business Service (Euro 200,00 excl. VAT, for any further data media Euro 100,00 excl. VAT)

24/7 Option High-Priority (bookable additional to the Business Service, plus Euro 650,00 excl. VAT)

pickup free of charge desired (only with Business Service)

Raid-Array, Level: 0 1 5 6 10 LVM/Volume Set

Economy-Service (Euro 0,00 excl. VAT)

analyse costs: Euro,00 excl. VAT

We don't take responsibility for damages or consequential loss (especially hardware and data), that can emerge direct or collateral, in progress of the analyse or datarescue. The costs for damages or collateral damages, that emerge in progress of the analysis or datarecovery, won't be replaced. The analyse is done with the most modern technical processes. Attingo doesn't pay liability for the risk of transport. If the data media has to be opened in the clean room, and the guaranty seal has to be broken, you get a seal on your data medium from attingo datarescue convenient for guaranty exchange.

The analysis, dependend on the chosen service mode, can be liable for costs. We inform you, as soon as the analyse is done and an expertise, including an offer, will be sent to you. At Economy Service the effort of attingo is described at the point, "Which files/types/folders are important for you?". We can't make an accurate assurance about the exact duration for the analyse or the process of datarecovery, nor either if the required files can be reconstructed for sure.

We apply to the general terms and conditions. With your signature, you accept the general terms and conditions.

city, date, name in blockletters, signature, if applicable stamp

Please fill in all fields complete and accurately!

WIEN - HAMBURG - LONDON - PARIS
 ATTINGO® DATENRETTUNG GMBH

GESCHÄFTSFÜHRER: DIPL.ING. NICOLAS EHRSCHWENDNER
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 BIC: GIBAATWW, KONTONUMMER: 28740365300, BLZ: 20111

General terms and conditions

1. Miscellaneous

Name of the company: Attingo Datenrettung GmbH (as following named „Attingo“). General manager: graduate engineer Nicolas Ehrschwendner. Registered office: Weimarer Straße 90, 1190 Vienna, Austria. Commercial register: Commercial court Vienna, FN 288503w, Trade: MBA 17-G-F 6649/97 (100379/f/17) „services in automatic data processing and information technology“; MBA 17-G-G 6685/97 (100358/g/17) „commercial trade and commercial agents according to § 124 Z. 10 GewO 1994, limited to commercial trade“

2. Boundary and validity

The general terms and conditions of Attingo (identical contractor) are classified for all deliveries and service(s) (as following summary called „service(s)“), that Attingo is performing opposite to the (same as customer / orderer / purchaser / lodger) client. Also the terms and conditions apply to follow-up contracts, even if not explicit referred to.

The commitments of Attingo refer exclusively to the volume and content of an, from attingo adopted, entered order, or an from Attingo made out order confirmation and these „general terms and conditions“.

With the acceptance of bid the orderer agrees with the „general terms and conditions“. If the client orders a service from Attingo, referring to his own variant general terms and conditions, in this case exclusively the conditions from Attingo are valid, also if these don't disagree. Deviations only get legally recognized, if they were explicit accepted in written by Attingo. If the client doesn't agree with the handling as described above, he has to point at it with a separate writing explicitly. In this case Attingo reserves the right to stop the desired assignment of the client, without that any kind of demands can be made against Attingo. Furthermore the general terms and conditions of the „Fachgruppe für Unternehmensberatung und Datenverarbeitung der Wirtschaftskammer Wien“ are legally valid.

3. Costs

Unless other agreement, the costs apply to the defined charging in the order. We reserve the right to change the price (especially due to price fluctuations of computer hard- & software). The arranged costs are net prices. VAT will be charged additionally, depending on the actual valid tax rate at accounting. Unless otherwise agreed in written, all prices are calculated in euro(€).

4. Payment

Unless other agreement, the amount invoiced is payable at receipt without discount. At delinquency Attingo is authorized to reckon up all emerging additional charges and expenses, as well as standard banking practice default charges. Furthermore Attingo reserves the right to demand the issuance of delivered hard- & software products, after fixing a deadline, and/or to ban the usage of the delivered goods immediately effective. In case of doubt the exertion of this right doesn't count as a cancelation of the contract. All products stay rightful ownership of Attingo until total payment. In addition to it, Attingo entitles the right to stop, abandon, and dismiss service contracts with written notification at delinquency, right up to full payment of the payable amount.

5. Contracts

Attingo is authorized to dismiss agreements about the purchase of services contracts (for example: maintenance agreements) by informing one month before termination of a minimum contract period in written form, as far as nothing else was notational agreed.

6. Duties

The client takes care about the contractual collateral duty, and moreover especially accurate for the up to date present state of personal data, necessary for delivery, charging, etc. (address modification, expiration date of credit cards, etc.). Offset with active debt versus Attingo, as well as the deduction of payment based on alleged, but not recognized failings, can't be claimed.

7. Missions / Orders

Attingo is authorized to withdraw from a contract anytime, without giving reasons. In this case, already paid amounts will be - as far as accomplished suboperations ain't useable - refunded. Any kind of additional claims ain't applicable by the contractee.

8. Datarescue

Please pay attention that we don't take over warranty or accountability for damages or collateral damages (especially hardware and data), that results directly or indirectly in emerge of data recovery procedures. We can't make an accurate assurance about the exact duration for the analyse or the process of data recovery, nor either if the required files can be reconstructed for sure.

9. Delivery and Acceptance

Attingo is anxious, conditional timely accurate and correct delivery towards Attingo, to meet the delivery data at the best. If appears after contract formation, that caused by majeure risk, strikes or lock outs, traffic disruption or restricted regulations, unindebted interruption of operations, or unindebted failure to delivery due to the presupplier, and furthermore delivery dates can't be observed by Attingo, not representing that occurrences, the terms of delivery extend up to four months longer. If the period of delivery disappears or the service of Attingo became completely impossible, Attingo and the client are authorized, to resign from the contract. Another claims can't be due to the client.

Attingo is authorized to subservices in a reasonable ambit. In this case every partial delivery counts as an autonomous service.

10. Warranty

The lawful warranty deadline begins - if ain't other agreed - with billing date. Warranty to services (especially in software development) is limited to carelessness only.

11. Liability

Liability for collateral damages and loss of profit, and furthermore the replacement of material-damage as stated in §9 product liability law of austria, as well as financial losses are excluded accordant.

12. Rights for Software

The rights of software created by Attingo legally belong to Attingo. The contractor receives nothing but a user-permission for the software. Attingo is authorized to denounce the user-permission at payback of the purchase price to the client anytime. Attingo is not liable to accept commissions for changes or rather extensions to software. Attingo is not liable to issue the source code of a software created for a contractee. Renting to third party, or even a sale to third party (conclusively partial) of software created by Attingo is not allowed. Reconversion (even partial) of software towards source code is prohibited.

13. Competent Court

Competent court is Vienna.

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