

GENERAL TERMS AND CONDITIONS

Offene Werkstätte (OW)

1. General information

- 1.1. For contracts between users of OW and Destination Wattens Regionalentwicklung GmbH (hereinafter DW) as the operator of the Offene Werkstätte (OW) open workshop at Werkstätte Wattens (hereinafter WW), these General Terms and Conditions (GTC) as well as the Membership Agreement shall apply.

2. OW Membership

- 2.1. An OW Membership (hereinafter Membership) is required for using DW's OW services. Members can be individuals as well as legal entities. Legal entities, however, must name an individual as their authorized user. The right of use is assigned to a specific person and therefore cannot be transferred to other people.
- 2.2. Memberships are based on specific Membership periods and expire thereafter. In case of grossly negligent behaviour that endangers persons and/or causes damage to equipment, DW employees have the right to immediately and permanently expel members from the OW.
- 2.3. Membership shall begin upon DW's receipt of the Membership payment and the signed Membership Agreement, whereby DW reserves the right to refuse acceptance of the contract.
- 2.4. After successful registration, users will be issued a personal access card granting them access to the entire OW or parts of it, depending on their authorization category and equipment training. The access card is non-transferable and must be presented on request in combination with a photo ID. In case of any violations, the card may be withdrawn and further access to the OW can be denied. A deposit of € 10.00 is to be paid to DW for the access card. In case of loss or damage, the deposit must be renewed to obtain another card.
- 2.5. Upgrading to a more comprehensive Membership package, if available, is possible at any time. Changing to a smaller Membership package, if available, is only possible after the expiration of the Membership period. Requests for Membership changes must be submitted in writing.

3. Payment terms

- 3.1. The Membership fee is to be invoiced and paid in advance.
- 3.2. The use of equipment is included in the Membership fee.

4. Access

- 4.1. For safety reasons and to ensure careful and appropriate handling of the equipment, access to the OW facilities is only allowed for members or explicitly authorized persons (e.g. workshop participants, invited guests). Access is restricted to the rooms and laboratories that have been approved for the respective person and to the general opening hours. The current opening hours are listed on the WW website. Depending on the Membership status, there may be additional access outside opening hours (unlimited access 24 x 7). No access will be granted during maintenance, repairs and/or reconstruction, as well as on special days when the OW is closed (Christmas, New Year and days announced on the WW website).
- 4.2. OW Membership can only be granted to adults. Children and adolescents under the age of 18 are only allowed to enter the WW premises when accompanied by an adult or a designated supervisor (e.g. workshop leader).
- 4.3. Guests are generally not allowed to enter the Fablab facilities. However, in justified cases guests can be granted access after approval by the DW team, provided that the guests have signed the disclaimer before entering the OW.
- 4.4. OW users must behave in such a way that the operation of the OW is not impaired and other persons are not endangered or disturbed. The safety and operating instructions of the OW team must be followed. All equipment must be turned off or shut down after each use. Any damages must be documented immediately. The workplaces need to be left behind clean, and mobile equipment and tools must be returned to their original place. DW reserves the right to charge any cleaning costs incurred in this respect to the party responsible. Mobile equipment and tools may not be removed from their room and may only be used for the time interval immediately required.

5. Scope of services

- 5.1. The available workshop infrastructure and a current list of equipment can be found on the WW website. Changes regarding the type and scope of the available equipment may be made at any time. There shall be no claim on the part of the user to any specific OW equipment.
- 5.2. DW shall attempt to provide the user with fully functional equipment. However, this does not imply a right for users to claim the functionality, availability or use of the equipment at any time. In particular,

unforeseeable technical defects, maintenance, security or capacity issues as well as bottlenecks which are beyond DW's control (e.g. power failures, disruptions of public communication networks, unplanned personnel downtime) may lead to disruptions or to the temporary suspension of use for individual or all users. This does not entitle users to file claims for refund of fees.

6. Equipment use

- 6.1. Equipment may only be used after the user has performed a documented training with the DW team. The training will be recorded electronically and in the Maker equipment pass. If users encounter any difficulties in operating the equipment later on, the DW team is to be consulted. In addition, advanced seminars and equipment workshops are offered.
- 6.2. The equipment may only be operated by persons who are physically and mentally capable of doing so. In particular, they must not be overtired or intoxicated in any way.
- 6.3. The DW team is entitled to give instructions to ensure smooth operation, order and safety. These instructions are to be followed by the users. In case of repeated violation or grossly negligent actions, Membership may be withdrawn immediately without any claims for refund of fees.
- 6.4. Users are obliged to observe all instructions for equipment use that were given to them by the DW employees during training. The same applies to written instructions, checklists and labels, which are attached to or near the respective equipment or are available in any other way, as well as any equipment manuals.
- 6.5. If users detect any defects, functionality issues or damages during the commissioning of equipment, the DW team is to be informed immediately. Violations against this will entail possible claims for damages by DW.

7. Reservation

- 7.1. OW equipment is generally used on a "first come, first serve" basis. This means that available equipment can simply be utilized. If equipment is occupied or other users are waiting, they will have to determine the order of use themselves.
- 7.2. The DW team is entitled to reserve equipment at any time and with priority.
- 7.3. Users are responsible for using equipment as efficiently as possible. A fair use principle is

encouraged to ensure that all users have access to equipment.

8. Liability

- 8.1. DW shall not be liable for personal items brought into the OW or left in the storage facilities.
- 8.2. OW equipment is to be used at members' own risk. DW shall only be liable for intentional and grossly negligent behaviour on its part.
- 8.3. DW shall not be liable for any materials or objects damaged by the equipment, whether caused by defect or misuse.
- 8.4. No liability is assumed for lost or damaged data, nor for the potential disclosure of confidential data.
- 8.5. DW shall not be liable for any damage caused by third parties (e.g. by malware or hacker attacks).
- 8.6. Furthermore, DW assumes no liability for any copyright infringements caused by downloaded data. Users shall be responsible for maintaining confidentiality themselves.

9. Final provisions

- 9.1. No counteroffers made by the contracting partners in which reference is made to their own general terms and conditions (GTC) will be accepted. If DW complies with any counteroffer, this shall only be done to the exclusion of the contractual partner's GTC. DW does not recognize any defence clauses of the contractual partner and insists on its own GTC.
- 9.2. Austrian law shall apply to any and all claims arising from the contractual relationship. The place of jurisdiction for all disputes arising from the contractual relationship is Innsbruck. The place of performance is the registered office of DW in Wattens.
- 9.3. For security reasons DW has installed a video surveillance system in the OW including a video recording system.
- 9.4. If individual parts of these GTC are or become invalid, this shall not lead to the invalidity of the entire GTC. The remaining provisions shall remain in force.

Printing and typesetting errors and mistakes reserved.

Wattens, 26 March 2020

By signing below, I accept the General Terms and
Conditions of Werkstätte Wattens

Print name (capital letters)

Signature