

Premedia General Business Terms and Conditions

GENERAL BUSINESS TERMS AND CONDITIONS

of Premedia GmbH, commercial registry number 306684 g Wels Provincial Court
Maria-Theresia-Straße 41, 4600 Wels (hereinafter, "Premedia").
(Version: 28 April 2022)

Contents

1. Definitions
2. Scope
3. Order request • Order • Deliveries and services • Contract object
4. Acceptance • Transfer of risk
5. Prices • Payment terms
6. Retention of title
7. Rights to the contract object • Copyright • Intellectual property rights
8. Set-off and assignment • Transfer of rights
9. (Other) rights and obligations of the Customer, particularly with respect to software
10. Licences
11. Confidentiality
12. Data protection
13. Warranty
14. Compensation of damages and (other) liability
15. Contract termination
16. Applicable law
17. Place of performance and place of jurisdiction
18. Change of address
19. Miscellaneous • Final provisions

1. Definitions

1.1. "Premedia" means Premedia GmbH, commercial registry number 306684 g Wels Provincial Court, Maria-Theresia-Straße 41, 4600 Wels.

1.2. "Customer" means any contract or negotiation partner of Premedia that makes or has made use of a service of Premedia or intends to do so, irrespective of whether a contractual relationship has come into effect. In any event, "Customer" means only a natural person or legal entity that is an "Entrepreneur" within the meaning of Section 1.3.

1.3. "Entrepreneur" means anyone for whom the transaction belongs to the operation of his/her/its enterprise. Enterprise in this sense means any permanent organisation of independent business activity, even if not directed at profit. In any case, landlords are considered entrepreneurs.

1.4. "Service" means any (tangible and/or intangible) product (good), any (tangible and/or intangible) delivery and/or any (tangible and/or intangible) other service of Premedia, irrespective of the type.

1.5. "Order request" means the binding request sent by the Customer to Premedia for the provision of a service or delivery by Premedia.

1.6. "Order" means the transaction that has come into effect between Premedia and the Customer.

1.7. "Good" ("item", "contract object") means any product or service of Premedia that it is required to provide based on agreement in a given case, particularly also software and services.

1.8. "Delivery" of a good or other service means the related service provision by Premedia.

1.9. "Intellectual property rights" mean all rights of any nature designed to protect the intellectual property of Premedia irrespective of their nature, particularly patents, trademarks, utility models, etc.

1.10. "Software" means any computer program operated on a standard basis or developed or adapted specifically for the Customer, irrespective of whether it is provided to the Customer separately or as part of or in connection with a product of Premedia by means of a licence, with the exception of those computer programs that are provided to the Customer by third parties without the involvement of Premedia.

1.11. "Licence" means the individually granted right of the Customer to use software. The licence that entitles the Customer to use the software may be contained in/on a separate document or data storage device or in the computer program itself. In any case, when installing the computer program or when using it in any way, the Customer in any event undertakes to comply in full with the licence terms of Premedia or the manufacturer.

1.12. "Source code" means the computer program written in a higher programming language, which in some cases also includes comments or other programming documentation.

1.13. "(User) documentation" means the current operative and technical documentation provided by Premedia concerning features, functions, and use of the software.

1.14. "Maintenance" means any type of technical and/or other support, particularly for software, that as a general rule is provided continuously on the basis of a separate maintenance contract.

1.15. To the extent that these General Business Terms and Conditions refer solely to delivery, this is also understood to be any (other) service, and vice versa.

2. Scope

2.1. The scope of these General Business Terms and Conditions includes all offers, transactions, and other services of Premedia of any nature. Therefore, the deliveries and services of Premedia are provided exclusively under the terms of these General Business Terms and Conditions, unless agreed otherwise in writing. Reference is also made to the licence terms of manufacturers that are enclosed with the contract products. These licence terms likewise form an integral part of the purchase order and these General Business Terms and Conditions.

2.2. These General Business Terms and Conditions apply only to offers, transactions, and other services of Premedia of any nature with or vis-a-vis Entrepreneurs. These General Business Terms and Conditions also apply where reference is no longer made to them specifically in a given case. Agreements that derogate from these General Business Terms and Conditions require the express written confirmation of Premedia in order to be effective. Premedia hereby objects to terms and conditions of the Customer of any nature that conflict with or derogate from these General Business Terms and Conditions, particularly to general business terms and conditions of the Customer. Premedia hereby expressly does not acknowledge such terms and conditions, other than where Premedia expressly approved their validity in writing. Non-acknowledgement also applies where Premedia does not once again object to derogating terms and conditions of the Customer in a given case. In any case, the provision of a delivery or service by Premedia does not constitute subjection to derogating terms and conditions of the Customer, particularly where Premedia is aware of conflicting or derogating terms and conditions of the Customer and does not express a reservation to them.

2.3. Within the scope of ongoing business relationships as a framework agreement, the General Business Terms and Conditions of Premedia also apply to all further transactions, even where their validity was not once again expressly agreed upon.

2.4. In the event of conflicts in the contractual bases, the following order of priority applies: the main order; any special agreements, to the extent they are expressly confirmed by Premedia in writing; the General Business Terms and Conditions of Premedia; rules of trade and civil law.

2.5. The Customer expressly declares with respect to all transactions and orders (contract) with Premedia that it is not a consumer, particularly that it is not one within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*, KSchG). Should this not be the case in a given business transaction, the Customer is obligated to give prior notice of this.

3. Order request • Order • Deliveries and services • Contract object

3.1. The offers of Premedia are non-binding and subject to change, and they are to be understood merely as a request to the Customer to place an order request. No liability is assumed for the accuracy of a cost estimate.

3.2. The Customer's order requests are binding on the Customer upon receipt by Premedia. Receipt by sales agents (representatives) of Premedia is sufficient for this.

3.3. Agreements, order requests, offers, order changes, cancellations, etc. that are made verbally, by phone, by telegraph, by telefax or by email only become binding for Premedia when they are expressly confirmed by Premedia in writing (order confirmation) or when Premedia begins to provide the service. In addition, silence by Premedia does not constitute approval. The Customer must promptly examine the order confirmation in detail, but particularly with respect to prices, delivery dates, number of items, item description, etc. The Customer must promptly object in writing if the order confirmation deviates from the order request, failing which corrections cannot be made and the content of the order confirmation is binding for the order in the case of omitted order correction.

3.4. Premedia expressly points out that it must make acceptance and execution of the order request conditional – in particular, in accordance with available delivery possibilities. Therefore, the offers of Premedia are subject to the condition that Premedia is supplied by its own suppliers. Premedia reserves the ability to refuse order requests of the Customer or not to execute them, including after receipt by Premedia, particularly where the Customer has unpaid invoices under other order requests. The Customer does not derive claims of any nature from this.

3.5. The contract object is each agreed service to be provided by Premedia in a given case. See Section 1.7.

Special conditions or requirements of the Customer concerning the contract object or the services to be provided by Premedia or other additional delivery and services of Premedia require the express written confirmation of Premedia. They are provided by Premedia at the agreed conditions or – absent an agreement in this respect – at the terms and conditions of the applicable price and term lists. In the event of changes to standard products of Premedia and in the case of custom software, the Customer is solely responsible for the timely provision of all information necessary for the (software) modification or creation.

3.6. Technical and design deviations from the specifications in brochures, catalogues and written documents that the Customer can be expected to accept, as well as changes to models, designs, and materials in the course of technical progress and enhancement, remain reserved without the ability to derive rights or claims against Premedia from this, irrespective of the nature and/or scope. In particular, such deviations do not constitute errors or defects in the product. The choice of the (input) supplier is left to Premedia, and the Customer cannot demand procurement from a different source. Obvious mistakes (e.g. misspellings and miscalculations) entitle Premedia at its discretion to terminate the contract or make the appropriate change/modification to the agreed prices/services.

3.7. No binding commitments can be made with respect to the graphic design of advertising media and the templates provided by the Customer (including image material). However, Premedia will implement the Customer's ideas where possible within the scope of the specified conditions. In particular, Premedia is entitled to make modifications to the templates provided by the Customer that are necessary for technical or other reasons. The Customer must promptly review drafts and final versions, etc., and either give prompt written notice of any desired changes or grant corresponding approval. If approval is not granted within a reasonable period of time, Premedia may assume that the Customer is in agreement. Drafts, etc. approved by the Customer form the basis for the technical realisation. In particular, colour deviations and deviations in the visual perception of websites are in any case not ruled out in technical terms and are expressly accepted by the Customer. Any changes are made by Premedia only to the necessary and appropriate extent. For this purpose, the Customer grants its express consent.

3.8. The Customer is aware – based on the time of contract conclusion – of the key features, the area of application, the capability, and the deployment potential of the contract object (in particular: the

software). It bears the sole risk for the selection of the services offered by Premedia (in particular: the software), therefore, in particular, for the fact that the contract object conforms to its wishes and needs. The Customer must on its own initiative familiarise itself with the technical deployment options, requirements and conditions of the services/software (e.g. with respect to the operating system, hardware, required system software, data storage media, etc.). It has no right to subsequent implementation of features or program enhancements. In cases of doubt, the Customer must obtain advice from Premedia employees or expert third parties prior to contract conclusion. The Customer does not derive rights of any nature (particularly a right of contract termination) from failure to enquire. Premedia assumes no liability if the Customer failed to make this enquiry and, possibly, lacks the corresponding technical deployment options, requirements and conditions for deploying the contract object. The Customer is thus solely responsible for the use of the contract object and for the results achieved with it.

3.9. Software (including any documents, proposals, concepts, testing programs, etc.) is delivered in accordance with the product description in such a way that the program capable of being run on a machine is made available to the Customer through handover of data storage devices, through inputting on the computer, through remote data transfer, or through other provision of the software (in particular through software as a service). The source code is not a part of the contract object, and it remains the sole property of Premedia and in its sole power of disposal and sole utilisation. Physical objects (software, data storage devices, goods, documentation, etc.) are sent at the Customer's cost and risk. The software corresponds to the descriptions in the user documentation. Premedia does not owe features of the software going beyond this, with the exception of the Customer's special requirements that Premedia expressly accepted. Depictions, e.g. in the user documentation, in testing programs, in product and projection descriptions, etc., are not commitments as to features. Commitments as to features require the express written confirmation of Premedia. Subject to agreement otherwise, software is delivered in the current version at the time of delivery.

3.10. Premedia is entitled to deliver the goods in one or more (partial) deliveries and to issue separate (partial) invoices for them. Each partial delivery is considered an independent transaction.

3.11. Deliveries are made ex works or warehouse.

3.12. Premedia makes every effort to comply with delivery periods and delivery deadlines. The foregoing notwithstanding, the specification of delivery periods or delivery deadlines is non-binding as a rule. Delivery periods and delivery deadlines are specified by Premedia in accordance with the expected performance capability.

In the case of "expected" delivery periods and delivery deadlines, i.e. those that are not precisely defined, the Customer may set a reasonable grace period of at least 14 days if the expected delivery period or delivery deadline was exceeded by more than three weeks.

Agreed delivery deadlines (also derived from delivery periods) do not begin to run until all of the Customer's technical or other information, documents, down payments, and other performances that are necessary for fulfilment of the obligations of Premedia were confirmed as received.

Unless expressly agreed otherwise in writing, delivery deadlines that are bindingly agreed to are deemed met if the goods left the warehouse of Premedia – in the case of deliveries of third parties: their warehouse – on time, if the contract product was handed over to the freight forwarder on the agreed delivery deadline or – in the case of collection by the Customer – the delivery is ready for shipment and this was notified to the Customer on time. If the goods are ready for shipment and dispatch is delayed for reasons for which Premedia is not responsible, the goods can be stored at the Customer's cost and risk.

3.13. Any unforeseen circumstance and any case of force majeure at Premedia or the suppliers/producers of Premedia that impede or delay the delivery/service of the contract object or make same impossible, such as official or governmental measures, failure to grant official approvals, sabotage, delayed deliveries of materials that do not involve fault, war, labour disputes of any nature (including lockout or strike), lack of materials, operational or transport disruptions, refusals by input suppliers to deliver, lack of raw materials, etc., as well as other circumstances for which Premedia is not responsible entitle Premedia, at its discretion, to terminate the contract (particularly if a delay in

delivery caused by one of the aforementioned events lasts longer than four weeks and this is not the fault of Premedia), to reduce the delivery amount, to reduce the amount or quality of the selection rate, or to reasonably postpone the delivery deadline, but at least for the duration of the impediment. Such events also extend the delivery deadline accordingly if they take place after default has occurred. Any grace period set by the Customer in this case is also extended by the duration of the unforeseen event. If Premedia should be in default with a delivery by more than four weeks, the Customer may, after setting a reasonable grace period in writing, terminate the contract under exclusion of further claims. In the case of default in delivery, the Customer's claim to compensation of damages is in any event excluded in the case of simple negligence of Premedia, and in all other respects, the liability of Premedia is limited to a maximum of 5% of the net delivery value. – See Section 15.2.

3.14. If, after contract conclusion, Premedia becomes aware of circumstances about the Customer that cause justified doubts about the Customer's liquidity or willingness to pay or about its creditworthiness, or if the Customer experiences a material deterioration in its financial circumstances, and if it fails to meet the demand to make advance payments or post corresponding security, Premedia is entitled, at its discretion, to withhold all deliveries or to terminate the contract in whole or in part without assuming consequential costs of any nature and to demand compensation of damages for non-performance. In such case, further deliveries are made only against advance payment. Fixed delivery periods or deadlines that are expressly agreed as binding lose their binding nature when the Customer's lack of creditworthiness becomes known.

3.15. Several customers of one order are considered joint and several debtors.

4. Acceptance • Transfer of risk

4.1. The Customer is obligated to immediately accept the goods sent pursuant to the contract or made available for collection; if it fails to do so, the delivery is deemed made on the date on which the acceptance should have occurred pursuant to the contract. At that point in time, the risk of accidental loss passes in any event to the Customer. In the case of default in acceptance, Premedia has, in addition to the claim to payment, the right to set a new delivery date or to terminate the contract.

4.2. The goods always travel for the account of and at the risk of the Customer. Premedia assumes no liability for the timely, complete and damage-free arrival of the goods. For each individual case, Premedia reserves the ability to select or change the type of shipment and the shipper. Special wishes of the Customer under alternative shipping rules cannot be complied with. When the delivery leaves the plant/warehouse, in the case of direct delivery, ex works/warehouse of the supplier of Premedia, the price and performance risk passes to the Customer, irrespective of any separately agreed price arrangement for the delivery. In the case of self-collection, price and performance risk passes to the Customer following handover. Premedia is not obligated to insure the goods or the transport of the goods. If shipment is delayed or becomes impossible at no fault of Premedia, risk passes to the Customer with notice of readiness for shipment. The same also applies in the case of return shipments to the Customer following elimination of defects and gratuitous service performance.

4.3. If the Customer is in default in acceptance, Premedia has the right either to store the goods at Premedia under charge of a storage fee of 0.1% of the invoice amount per commenced calendar day and demand performance of the contract or, after setting a reasonable grace period, to terminate the contract and resell the goods following termination. In the event that Premedia makes use of this right of termination, the Customer must pay, in addition to the storage costs, flat-rate compensation of damages equal to 25% of the invoice amount.

5. Prices • Payment terms

5.1. Prices are net of value-added tax and are ex works or delivery warehouse of Premedia. Other statutory charges in the country of delivery, as well as packaging, transport costs, transport insurance, and flat-rate environmental and settlement charges are included in the product price, unless listed separately.

5.2. The prices are subject to value preservation. The benchmark for calculating value retention is the 2015 consumer price index published monthly by Statistik Austria or a (subsequent) index replacing it. The reference value and starting point for the calculation of value preservation for the respective order is the index figure published for October preceding the month in which the order comes into effect (= starting number). If the order comes into effect in October, the index figure published for that month is the starting number. This reference value is compared with the index number published for October of the following year (= comparison number). The end point for the calculation of value preservation is therefore in each case the index number for October of the respective year, and the starting point is the index number controlling for the last price adjustment published for October of the preceding year.

Upward or downward fluctuations in the index number by up to 5% inclusive remain out of consideration as long as this tolerance limit is not reached or exceeded, but is to be taken into account in full if it is reached or exceeded. Therefore, a price adjustment takes place if the starting number changed in relation to the comparison number by at least 5%. In the event that this 5% threshold is reached or exceeded, the entire change is to be used for the price adjustment. The first price adjustment takes place, provided the 5% threshold is reached, on January 1 following the month in which the order came into effect, and further price adjustments thereafter on January 1 of each calendar year. The index number of the month of October of the preceding calendar year forms, on the basis of the respective adjusted price (as at January 1), the new starting basis (starting number) for calculating further price adjustments, which then also applies successively.

(Example: order comes into effect in March 2016: calculation of value preservation through comparison of the index numbers from October 2015 (starting number) and October 2016 (comparison number). If the 5% threshold is exceeded, price adjustment on 1 January 2016. The comparison number forms the new starting number for the next value adjustment.)

In the event that the agreed index is discontinued, considered agreed to is the index taking its place or, if a replacement index is no longer published, by analogy another official index (calculated if necessary by experts) of costs of living as the measure of value. The non-assertion of value preservation is not considered a waiver either for the past or for the future.

5.3. Payments, including partial invoices, are due 14 days following invoicing free of expenses and deductions, particularly without deduction for prompt payment, and are to be paid into the bank account designated by Premedia. Invoicing occurs with delivery. In the case of recurring or regular services, such as maintenance/support, invoicing takes place annually in advance or by agreement. Premedia reserves the ability to supply the Customer only against advance payment or cash on delivery. If payment is not made when due, the Customer is in default without further payment reminder. If payment deadlines are exceeded, Premedia is entitled without further payment reminder to default interest equal to at least 10% above the respective base rate of interest p.a. This interest rate also applies in the event of failure to meet the payment deadline for an agreed advance payment. The right to assert higher statutory interest as well as more extensive damages (in particular, higher interest demonstrably incurred) remains unaffected in any case. If Premedia sends the Customer a payment reminder, it is entitled to collect from the Customer a processing fee of €20.00 per reminder for its own payment reminders, plus postage, or, in the case of payment reminder mandates, the scheduled costs of a collection service or an attorney.

5.4. If the Customer is separately granted a longer payment period, the payment is deemed deferred (pure deferral). If the payment period is exceeded, the deferral lapses.

5.5. Payments to employees or other representatives of Premedia who are not expressly instructed in writing to make collections do not discharge the obligation to pay. Collection fees are in any case for the account of the Customer. Premedia expressly reserves the ability to assert further compensation claims, irrespective of their nature. Cheques are accepted only by special agreement and only in lieu of payment. Fulfilment

in any event occurs only when the invoice amount was posted properly and in full through irrevocable credit to the bank account of Premedia and the resulting obligations of the Customer are fulfilled in a timely manner. Other types of payment are permissible only if they were expressly agreed upon in advance. Expenses and/or fees of any nature are for the account of the Customer. The Customer bears discounting expenses in any event. A payment by means of a bill of exchange is not accepted.

5.6. Notwithstanding different provisions or dedications by the Customer, Premedia reserves the ability to dedicate incoming payments toward any additional receivables at its discretion. In particular, Premedia is entitled to first apply payments toward its older debts. If costs and interest are incurred through default, Premedia is entitled to first apply the payment toward the costs and then toward the interest, and finally toward the main services.

5.7. To the extent that there is a deviation from the aforementioned payment terms without justifiable reason, Premedia may at any time at its discretion demand delivery in exchange for cash payment, advance payment, or the posting of security. All open receivables, including those for which instalment payment is agreed upon, become immediately due in such case.

5.8. Payment default by the Customer entitles Premedia to terminate the contract without the need for a prior payment reminder. Independently thereof, Premedia is released from all further service and delivery obligations and in addition is entitled to withhold outstanding deliveries or services or to demand advance payment or the posting of security.

6. Retention of title

6.1. Premedia retains sole title to the goods until satisfaction of all claims of Premedia against the Customer under the respective order, particularly until remittance of all payments (goods subject to retention of title), including where individual parts have already been paid for.

6.2. The Customer is revocably entitled to transfer the goods subject to retention of title in the ordinary course of business under retention of title, insofar as it resells under its own retention of title, but not to pledge or assign for the purpose of security in any form. The Customer must identify the title of Premedia in a clearly visible manner. If the Customer infringes the agreements concerning retention of title, the Customer is obligated to pay a contractual penalty equal to twice the net value of the goods subject to retention of title without set-off of damage actually incurred (in particular, the costs of attachment in execution proceedings).

6.3. If the goods subject to retention of title are processed by the Customer to form a new moveable item, this is accomplished for Premedia without this resulting in an obligation being placed on Premedia. Title to the new item vests in Premedia. If the goods subject to retention of title are combined, processed, or intermingled with goods not belonging to Premedia, Premedia acquires co-title in the ratio that the invoice value of the goods subject to retention of title bears to the other goods.

6.4. If the Customer fails to meet its payment obligation in whole or in part, is overindebted or has discontinued making payments, or files a petition for bankruptcy, Premedia is entitled to enter the Customer's business premises for the purpose of asserting retention of title to the goods subject to retention of title and to immediately take possession of all goods still subject to retention of title. For the same reason, Premedia is entitled to immediately take offline every application made available over the internet (software, website, etc., particularly software as a service). Similarly, Premedia may immediately assert further rights under the retention of title. The same applies in the case of some other material deterioration in the Customer's financial circumstances.

6.5. The assertion of retention of title or the attachment of the goods by Premedia is not considered termination of contract.

6.6. Premedia retains title to goods delivered for testing and presentation purposes (particularly, objects). They may be used beyond the testing or presentation purpose only on the basis of a separate agreement with Premedia. Where so requested by Premedia, the Customer must immediately return the goods to Premedia at its own expense and risk, failing which Premedia is to be indemnified and held harmless.

6.7. In the case of a lien by third parties or other attachment of the goods subject to retention of title by third parties, the Customer must draw attention to the title of Premedia and give Premedia immediately notice.

7. Rights to the contract object • Copyright • Intellectual property rights

7.1. All tangible and intangible rights to the contract object of any nature (hardware, software, documents, proposals, testing programs, concepts, drafts, models, catalogues, websites (including drafts), plans, sketches, cost estimates, drawings, depictions, and other similar, particularly technical documents, presentations, etc.), particularly intellectual property and comprehensive copyright with all powers concerning all programs, documents, and information provided in connection with contract negotiation and performance, including warranty, service, and maintenance, remain solely with Premedia (or with the licensor of Premedia).

The foregoing also applies to the extent that these objects came into being through requirements and/or cooperation of the Customer and irrespective of whether a contract comes into effect between Premedia and the Customer. The Customer thus has only the powers concerning these objects, not exclusive powers. If the goods are associated with intellectual property rights of third parties, the Customer additionally undertakes to observe these rights in full and to indemnify Premedia and hold it harmless in full with respect to the breach of this obligation.

7.2. The contract object may not be copied, reproduced, made available, or passed on for the purposes of utilisation by unlicensed or unauthorised users without the express prior permission of Premedia. In particular, the Customer is not authorised to modify or copy software, to adapt it for use on incompatible hardware, or to process it in any other way.

7.3. With respect to its use, all software is subject in particular to the respective licence terms of the manufacturer. The Customer undertakes to comply with these licence terms and will place a corresponding obligation on its customers. It must give Premedia immediately notice of every breach of contract by a customer.

7.4. If the goods were manufactured or designed according to drafts, directions, instructions, or requirements of the Customer, the Customer assumes full liability vis-a-vis Premedia for the fact that no intellectual property rights of third parties of any kind are infringed, that the goods created or designed in this way conform to the purposes intended by the Customer and pose no risk of any kind for persons and property, and that all required information (in particular, about the design, the use, the testing, etc.) is available in a timely manner at the time the goods are manufactured or designed. The Customer indemnifies Premedia in full in this respect and holds it harmless, particularly against any claims asserted by third parties. In such case, Premedia does not assume liability of any kind for the drafts, directions, instructions, or requirements of the Customer or for the detriments resulting from them, irrespective of their nature. Any legal costs are to be reasonably advanced by the Customer.

7.5. The Customer is not allowed to remove, modify or cover notices on the goods concerning copyrights, trademarks, or other intellectual property rights or to otherwise make them illegible. The Customer is entitled to translate delivered documentation material for commercial purposes only with Premedia's prior consent.

7.6. If a contract does not come into effect, all contract objects (hardware, software, documents, concepts, proposals, testing programs, etc.) are to be immediately returned to Premedia in full or are to be deleted, and they may not be used (further).

7.7. As a rule, Premedia assumes no liability for whether the goods infringe any industrial property rights, copyrights, or other rights of third parties. The Customer must immediately make Premedia aware of all claims lodged against it for this reason. In the event that the rights of third parties conflict with the rights of the Customer, the Customer may, after giving written notice with threat of termination, terminate the contract unless Premedia provides it by a reasonable deadline with a legally unobjectionable ability to use the contractually specified software.

7.8. Premedia will at its own expense dismiss claims lodged against the Customer by third parties due to infringement of intellectual property rights resulting from deliveries and services of Premedia, unless such claims are based on conduct by the Customer. The Customer may not on its own initiative acknowledge such claims, failing which it loses its claims against Premedia. To the extent legally possible, it authorises Premedia to take over the dispute with the third party in and out of court on its own and in this respect will immediately and on its own initiative take or avoid all actions as may be

necessary in the event of a legal dispute, particularly a third-party notice pursuant to section 21 of the Austrian Code of Civil Procedure (*Zivilprozessordnung*). The Customer must give Premedia immediate written comprehensive notice of claims alleged by third parties. If claims are asserted based on the infringement of intellectual property rights for which Premedia is responsible, Premedia may at its own expense alter or exchange the contract object (particularly the software) or obtain a right of use. If this is not possible with reasonable effort, the Customer must upon demand by Premedia return the original of the contract object (as well as for software: all copies), including provided documents. In this way, all claims of the Customer with respect to the infringement of industrial property rights and copyright are definitively addressed, under exclusion of any continuing obligation of Premedia.

7.9. If goods of Premedia are exported by customers of Premedia to territories outside of Austria, Premedia assumes no liability of any kind if the products of Premedia infringe intellectual property rights of third parties. The Customer is obligated to indemnify Premedia in full in this respect and hold it harmless. This also applies to all damages or other detriments of any nature that are caused to Premedia through the export of goods that were not expressly delivered for the purpose of exportation.

7.10. The Customer must maintain in strict confidence all documents, proposals, testing programs, concepts, drafts, models, catalogues, websites (including drafts), plans, sketches, cost estimates, drawings, depictions, and other similar, particularly technical documents, presentations, etc. and may use same solely for the provided purpose. In addition, the Customer does not receive or acquire any rights of any nature, such as rights to use a work or rights of exploitation. All documents are to be immediately returned at the Customer's expense upon demand by Premedia.

7.11. Premedia reserves the ability to modify image material – whether originals, prints, or digital image data – where necessary. Any such changes are made by Premedia only to the necessary and appropriate extent. The Customer warrants and guarantees

- that where it is itself the creator, it is in agreement with the (repeated) publication of the photographic work/photograph created by it, as well as with modifications thereto (irrespective of the form or method, e.g. through digital manipulation, scanning, colour modification, image excerpts, etc.);
- that where it is not itself the creator, the creator is in agreement with the (repeated) publication of the photographic work/photograph created by it, as well as with modifications thereto (irrespective of the form or method, e.g. through digital manipulation, scanning, colour modification, image excerpts, etc.);
- that any persons depicted on the provided image material are in agreement with the (repeated) publication of the photographic work/photograph, as well as with modifications thereto (e.g. through digital manipulation, scanning, colour modification, image excerpts, etc.);
- that it is entitled in the indicated sense to transfer the image material to Premedia without limitation and that the credits (creator name, source) are correct; and
- that it will indemnify Premedia in full and hold it harmless against all claims of any nature, particularly copyright claims, including and primarily by third parties, in connection with the provided image material, as well as under the aforementioned assurances, in particular that it will immediately compensate Premedia for all detriments, irrespective of their nature, that are incurred as a result of the infringement of copyright in connection with the provided image material; and further that it will immediately furnish Premedia with all information and data of any nature that are required to defend such claims and provide Premedia with support of any nature in defending such claims.
- The above assurances and liability of the Customer vis-a-vis Premedia apply irrespective of the form in which and by whom (whether directly by the Customer or by third parties) the image material is made available to Premedia.

8. Set-off and assignment • Transfer of rights

8.1. The Customer is not entitled to assert rights of retention or other rights to refuse performance or to set off counterclaims, unless they involve claims that have been expressly acknowledged by Premedia in writing or that have been reduced to an enforceable court judgement. The assignment of

claims against Premedia for warranty or for compensation of damages or the like is impermissible, unless this involves claims for money between companies.

8.2. Premedia is entitled to avail itself of third parties of its choice for the purpose of fulfilling its obligations under the contract. Premedia is entitled to assign in whole or in part the rights and obligations granted in the supply agreement and in these General Business Terms and Conditions, as well as the order, to other natural persons or legal entities. The Customer expressly consents to this.

9. (Other) rights and obligations of the Customer, particularly with respect to software

9.1. The Customer is entitled to install and use the software products included in the scope of delivery to the contractually agreed extent. Subject to the other provisions of these General Business Terms and Conditions, the Customer receives these non-assignable and non-exclusive rights of use (permission to use a work) for, as a general rule, an unlimited period of time. For use, a one-time fee is included in the price.

9.2. The Customer may operate a data backup in accordance with the rules of technology and in this regard create the necessary backup copies of the software for internal purposes. A backup copy on a portable data storage device is to be identified as such and labelled with the copyright notations of the original data storage device. The (user) documentation may be printed and copied on paper only for internal purposes. The Customer is not permitted to modify or remove copyright notations of Premedia.

9.3. When the software is delivered on the basis of the Customer's order request, the Customer's powers commence with provision of the software to it. For software that the Customer receives not on the basis of its initial order request but instead, e.g., in connection with repair or maintenance, these powers commence once the Customer stores the software on a hard drive or processes it in a CPU. Once the Customer productively uses the new software, the powers previously granted to it lapse with respect to the previously provided and now replaced software.

9.4. Any use of the software that goes beyond the arrangements in these General Business Terms and Conditions or other express agreements in a given case requires the prior written consent of Premedia. If use takes place without this consent, Premedia may, subject to all other rights, revoke at any time the Customer's rights of use and demand compensation of damages. In this connection, minimum compensation constitutes three times the value of the net invoice value for the (entire) goods as a contractual penalty. The assertion of compensation of damages in excess of this and all other claims remain reserved.

9.5. For software of third-party manufacturers, primarily applicable are their specific arrangements, secondarily the contractual bases of Premedia set forth in Section 2.4. As a rule, Premedia markets and brokers for this software only those rights that are necessary for use of these programs. As a rule, a right of adaptation or transfer is not covered by this.

9.6. The Customer must at its own expense arrange for the work environment of software (e.g. hardware, operating system, etc.) in accordance with the requirements of Premedia. In addition, it must observe and implement in full the requirements in the user documentation. The Customer must take appropriate precautions – in particular, e.g. through data backups – for the event that the software does not work properly either in full or in part. The Customer is aware that it must arrange for the regular backing up of its data as part of its duty to minimise damages.

Premedia assumes no liability for detriments, irrespective of their nature, incurred by the Customer through failure to take such precautions.

9.7. The Customer must on its own initiative support Premedia in order fulfilment to the required extent at no charge, e.g. by making available employees, work spaces, hardware and software, data, and telecommunications equipment and by cooperating in specifications, tests, inspection and acceptance procedures, etc. It must grant Premedia or a third party named by Premedia access to the hardware and software, either directly or by means of remote data transfer, in the case of defect elimination. In this connection, Premedia will safeguard the Customer's material concerns and in particular also pay

regard to data protection. To the extent that simple technical access is not possible or permitted through telecommunications equipment, the Customer bears all detrimental consequences resulting from this. Agreed deadlines are extended for the period in which access is not possible or permitted, as well as by a reasonable ramp-up period thereafter.

10. Licences

10.1. Premedia has the right to grant the Customer the licence to use the provided software. Premedia is either itself the holder of all rights and title to the software or has been assigned the right to grant licences.

10.2. Subject to the special provisions in the agreement on provision of use, Premedia grants the Customer a perpetual, non-exclusive, non-assignable right to use the software on the equipment in the Customer's company for internal use. The Customer has no right of sublicensing.

10.3. Should it occur that source codes of systems (that are not contractual objects) for which the Customer was not granted a right of use are located on the computer-readable data storage devices on which the source code of the software is contained, the Customer is prohibited from any use of the source codes of such systems. All rights that are not expressly granted remain expressly reserved by Premedia.

10.4. Subject to special provisions in the agreement on provision of use, the Customer as a rule does not have any rights to the source code. The Customer is not allowed to disclose the source code, either in whole or in part, to a third party or grant access to it.

10.5. The Customer and every third party that it involves are prohibited from reverse-engineering, disassembling, or decompiling the software or permitting same, unless they are granted such a right by law. The Customer is not allowed to use the source code for its own purposes, alter it, or develop the same or similar software using the delivered software as a model for this. Furthermore, the Customer is prohibited from deploying the software as part of an EDP service for third parties or in a data centre to which third parties have access. The Customer is not allowed to permit the software to be used (in whole or in part) by anyone other than the Customer's employees. Similarly, the Customer is not allowed to disclose the software to third parties. Without limiting the foregoing, the Customer is allowed to grant use of the software's input options to third parties, but solely to the extent to which use by the third party is absolutely necessary. Such use by the third party is not considered an unauthorised disclosure of confidential information.

10.6. The Customer is prohibited from removing or modifying any trademarks or copyright marks that are embedded in the software or that are provided in some other manner by Premedia with the software. The Customer must reproduce the trademark or copyright mark without change and attach it to all complete or partial copies of the software made by the Customer.

11. Confidentiality

11.1. Premedia undertakes to treat in confidence all information that it receives from the Customer that is expressly designated as confidential and to use same only to the extent necessary for order fulfilment.

11.2. The Customer undertakes to maintain in strict confidence all trade and business secrets of Premedia of which it becomes aware in any way and in any form, as well as all information concerning the contract object, irrespective of its nature and content, particularly with respect to source code and development documents, as well as the content of the agreement concluded with the Customer. The Customer undertakes to impose this obligation of confidentiality expressly on all employees and to take and maintain corresponding measures for its compliance.

11.3. The Customer must carefully and securely store contract objects – in particular, any source programs provided to it for use – in order to rule out any misuse of same.

12. Data protection

12.1. It is pointed out that in the event that an order comes into effect for a good/service, the Customer's personal data (name, title, address, date of birth, profession, email address, phone number) are transferred to the service partners that require the transfer of these data for the purpose of order processing (these are the shipping company tasked with the delivery and the credit institution tasked with payment processing). The Customer consents to this.

12.2. Order processing takes place by means of automated data processing. Premedia is authorised to digitally process and store the Customer's personal data (name, title, address, date of birth, profession, email address, phone number) if this is necessary for order fulfilment.

12.3. The Customer consents to the inclusion of its personal data (name, title, address, date of birth, profession, email address, phone number) in a customer file of Premedia and to their processing by Premedia (including digitally), and it consents that it can in this way be notified by Premedia by postal mail, fax, or email about products, new developments and price campaigns. Order processing takes place by means of automated data processing.

12.4. The Customer acknowledges that it may at any time withdraw the above consent declarations concerning Section 12.3 in writing by sending a letter to Premedia, Maria-Theresia-Straße 41, 4600 Wels.

13. Warranty

13.1. The manufacture and delivery of goods, as well as the provisions of a service, is accomplished with the required care. Premedia expressly points out that in accordance with the current state of science and technology, it is not possible to develop software products that are entirely free of errors. The parties are therefore aware that in accordance with the current state of technology, it is not possible to rule out defects, particularly in hardware and software, under all application conditions.

13.2. On condition that the Customer has deployed the goods/services pursuant to the respectively applicable installation and use requirements and has used them under the respectively applicable deployment conditions, Premedia warrants in accordance with the provisions of these General Business Terms and Conditions that the goods/services will have the agreed functionality. Unless specified otherwise here or expressly agreed otherwise in writing, the statutory warranty provisions apply. For those goods that Premedia for its part has procured from input suppliers, Premedia warrants only within the scope of the warranty claims to which Premedia is entitled against the suppliers. In the case of products delivered by it, Premedia warrants only that they have the features commonly expected of these products. For more extensive features, such as those included in public statements – such as advertising and in information enclosed with the products – Premedia provides a warranty only if these features have been assured by Premedia in writing in the course of order issuance. In the case of preparatory work or other services of the Customer or a third party, particularly for the provision of hardware or software, Premedia assumes no liability of any kind.

13.3. For the purposes of these General Business Terms and Conditions, a defect (also) means every malfunction and every error. However, a defect exists only where the issue has to do with deviations from the valid specifications that interfere with functioning. A defect does not exist where the malfunction (or the error) is demonstrably not attributable to errors in the hardware, system software, or other system components not delivered by Premedia. No warranty is provided for minor and/or insignificant defects or impairments, particularly for those that do not interfere with the functionality or the agreed or customarily expected usability of the delivery object. Premedia also does not warrant that programs will work together in the selection made by the Customer, that these will run without interruption and entirely free of error, or that all defects can be eliminated. Premedia is also not responsible for a defect if the defect is based on the task definition specified by the Customer or on the insufficient or defective obligation of the Customer to cooperate or if the features do not satisfy the Customer's requirements. The warranty furthermore lapses if the Customer unilaterally makes or made changes, particularly to the software.

13.4. The Customer assumes an obligation to inspect and object pursuant to sections 377 and 378 of the Austrian Commercial Code (UGB) with respect to all deliveries and services of Premedia. The Customer must give written notice and proof of defects without delay, but not later than within three days of becoming aware of them during the warranty period, with precise notification of the nature and

extent of the defects and with a precise description of the problem (objection to defects). The Customer must object in writing and present all data and documents in its possession. The warranty covers the diagnosis and elimination of the defect. The Customer must give notice of any malfunctioning without delay and in a detailed manner. Premedia will assist the Customer in searching for the defect and its cause. If the Customer is unable to demonstrate that the defect is attributable to Premedia, Premedia is entitled to invoice the Customer for the services provided in this respect. Latent defects may be asserted only within a reasonable period of time, particularly depending on the type of service. They must be notified to Premedia in writing promptly following discovery and be received by it not later than within seven business days. In the case of written rejection of the objection to defects by Premedia, they must be asserted in court within six months, failing which all warranty claims are lost.

13.5. If an objection to defects is not lodged or is not lodged in a timely manner, the service is considered to be in conformity with the contract. In this case, the Customer loses all claims, in particular based on warranty and compensation of damages.

13.6. Objections that relate to the quality of the work to be performed that are specified in the offer or otherwise prior to order issuance are to be notified by the Customer prior to contract conclusion, failing which all claims are lost.

13.7. Assured features within the meaning of section 922 of the Austrian General Civil Code (ABGB) mean only those that are expressly characterised as such by Premedia. An assurance of features in the legal sense moreover exists only if the respective details of Premedia are confirmed in writing. The technical data and descriptions in the product information alone do not constitute any assurance of certain features. Therefore, Premedia is also not liable for any public statements or advertising concerning the goods forming the subject of contract within the meaning of section 922 ABGB or for features of samples or specimens of such goods that are in circulation. Premedia assumes no liability for whether the program features satisfy the Customer's requirements or work together in the selection made by the Customer. Recommendations of goods by Premedia or its agents, as well as product descriptions by Premedia or the manufacturer, are not considered to be expressly assured features.

13.8. Drafts, concepts, specifications, demonstrations and prototypes, etc. are considered to be approximate demonstration pieces for quality, measurements, colour, packaging, and presentation. However, these features are not assured. Premedia makes every effort to avoid deviations of the goods from models or earlier deliveries. However, Premedia assumes no liability for the deviation of the goods from models or earlier deliveries, other than where this was expressly agreed upon in writing. Minor deviations do not entitle the Customer to compensation or warranty claims of any kind. In the case of minor deviations, the Customer merely has, at Premedia's discretion, a claim to substitute delivery. However, Premedia may alternatively terminate the contract and refund the purchase price.

13.9. Objections to defects are taken into consideration only if the service is still in the process of being handed over. Excluded from the warranty are moreover, in particular, those defects or damages that are attributable to: normal operational wear and tear, improper use, operating errors and negligent conduct by the Customer, operation with the incorrect type of power or voltage, as well as connection to unsuitable power sources, fire, lightning, explosion or network-related power surges, dampness of any kind, liquids of any kind, incorrect or defective program, software, and/or processing data, and all wear parts, unless the Customer demonstrates that these circumstances were not the cause of the defect objected to. The warranty furthermore lapses if the serial number, type description, or similar labels are removed or made illegible.

13.10. The warranty period amounts to six months and begins to run with transfer of risk or – in the case of default in acceptance by the Customer – with notice of readiness for handover by Premedia. The same applies mutatis mutandis in the case of partial acceptance/partial handovers. Eliminations of defects and repair attempts do not extend the warranty period. Warranty claims are not assignable, other than where the matter involves money claims between Entrepreneurs.

13.11. Defects are eliminated primarily through repair or replacement. The Customer is entitled to reduce the price or terminate the contract (depending on the nature and severity of the defect) only if Premedia is in agreement or repair or replacement is not possible or feasible in Premedia's estimation.

Software is repaired, at Premedia's discretion, through elimination of the defect, through a corresponding alteration of the software, through provision of a new program version, through delivery of new software, or through Premedia showing reasonable ways to avoid the effects of the defect. The Customer must support Premedia accordingly. In particular, every elimination of defects is conditioned on Premedia receiving all necessary documents and information from the Customer and on Premedia being given unrestricted access (particularly to hardware and software) during the Customer's normal business hours. The Customer must in any event accept a new program version, unless this leads to unreasonable and unacceptable adaptation and conversion problems for the Customer.

13.12. The Customer must grant Premedia the necessary time and opportunity to appropriate extent for the repair or replacement. If it refuses this, or if this is unreasonably shortened, Premedia is released from the warranty.

13.13. If the Customer is aware or should have been aware of a defect and nevertheless continues to use or sell the defective goods, the Customer thus simultaneously declares to Premedia that it waives its claim with respect to this defect. If Premedia is required to pay compensation of damages to the Customer by reason of mandatory law or contract, the Customer must demonstrate all statutory requirements for the claim to compensation of damages, particularly also fault on the part of Premedia. Irrespective of the foregoing, Premedia passes on to the Customer any more extensive guarantee and warranty commitments of the manufacturer to the full extent without itself being liable for them or assuming the settlement of them.

13.14. As part of a repair or replacement delivery, title to replaced parts vests in Premedia, and such parts are, at Premedia's discretion, to be handed over or properly disposed of at the Customer's expense. In the case of cure in the form of a replacement product, the Customer must surrender the defective product. In the case of termination of the transaction, the Customer is credited with an amount that results from the purchase price less benefit from use. The ratio of the Customer's use to the expected total useful life is applied for determining the benefit from use.

13.15. In the case of repair, Premedia assumes the labour costs. All other costs of repair, as well as the ancillary costs associated with a replacement delivery, particularly the transport costs for the replacement item, are for the account of the Customer, unless such other costs are out of proportion to the order value. As a rule, maintenance work as well as eliminations of defects and repairs are performed at Premedia's place of business or, at Premedia's discretion, at the manufacturer or at a third party designated by it. Premedia may at its discretion refer the Customer to the manufacturer and/or supplier for the purpose of asserting claims, under simultaneous assignment of its own claims against its own supplier and/or manufacturer of delivered goods. Such reference and assignment replace the satisfaction of all claims that the Customer may have against Premedia. Where accorded by contract, the Customer's claims are limited in terms of their nature and extent to the claims that Premedia has against its manufacturers or suppliers.

13.16. If the review of a notice of defects reveals that a warranty case is not involved, Premedia is entitled to demand reimbursement of all expenses. The costs for the review and repair are charged at the currently applicable service prices of Premedia. The Customer must in all cases prove the defectiveness of the

delivered goods at the time of handover and within the warranty period. The legal presumption of section 924 ABGB is expressly excluded.

13.17. In the case of a justified warranty, the Customer is entitled to withhold only the expenses necessary for the repair, but not the entire invoice amount.

13.18. Any substitute for an (attempted or successful) elimination of defects by the Customer itself or by third parties (substitute performance) is excluded.

13.19. In the case of a resale of the delivered goods by the Customer, all claims against Premedia based on warranty lapse. The right of recourse pursuant to section 933 b ABGB is excluded.

14. Compensation of damages and (other) liability

14.1. Unless provided otherwise in these provisions, more extensive claims of the Customer are excluded, irrespective of the legal reasons. Premedia pays compensation of damages only in the case of wilful misconduct or gross negligence. Liability is in any event excluded in the case of simple negligence. The Customer bears the burden of proving that Premedia acted wilfully or with gross negligence. Premedia is not liable for damages that did not occur to the delivery object itself. In particular, Premedia is not liable for lost profit, anticipated but unrealised savings, losses of interest, damages based on third-party claims against the Customer, indirect and consequential damages, damages to recorded data, or other mere pecuniary losses of the Customer. The exclusion applies, in particular, also to claims based on culpa in contrahendo, the breach of ancillary obligations, and manufacturer liability. Premedia is not liable for inaccurate information in brochures, catalogues, and other written documents.

14.2. In order to avoid any damages, the Customer must strictly follow instructions provided in brochures, user manuals, or other product information. Express warning is given with respect to application going beyond the defined areas of application. Premedia is not subject to any review and/or warning obligation with respect to materials, data, and printing devices provided by the Customer. In particular, where data storage devices are provided, Premedia does not review the accuracy of stored data. Premedia does not assume liability of any nature for direct and indirect damages that are caused by errors in such data and materials.

14.3. If Premedia negligently breaches a material contractual obligation, and only to the extent that Premedia must answer for this based on mandatory law, the obligation to compensate property damages and personal injuries is limited to the compensation benefit paid by Premedia's (product) liability insurance. The obligation to pay compensation is in any case limited to the damage foreseeable at the time of contract conclusion. The Customer must demonstrate that all statutory requirements are met for all claims for compensation of damages asserted by the Customer.

14.4. The foregoing exclusions and limitations of liability do not apply to claims pursuant to the Austrian Product Liability Act (PHG) or based on initial inability to perform or on impossibility for which Premedia is responsible. If the Customer is sought to be held legally liable on the basis of the PHG, it expressly waives recourse against Premedia within the meaning of section 12 PHG. If goods delivered by Premedia are placed on the market by the Customer outside of the European Economic Area, the Customer undertakes to exclude vis-a-vis its purchaser the obligation to pay compensation under the PHG, provided that this is possible under the applicable laws of the country of purchase. If the Customer fails to meet this exclusion obligation, it is obligated to indemnify Premedia and hold it harmless with respect to all third-party claims of any nature based on product liability.

14.5. If liability is excluded or limited, this also applies to the personal liability of employees, workers, representatives, and agents. The Customer undertakes to place these limitations of liability on the named third parties.

14.6. Premedia assumes no protection obligation of any nature vis-a-vis the actual user of the goods delivered by Premedia. The contractual intention of Premedia is not aimed at concluding agreements with protective effect in favour of third parties in connection with the contract concluded with the Customer.

14.7. A prescription period of one year is applicable to claims for compensation, irrespective of the legal reason. This period begins to run at the time at which the Customer learns of the damage.

14.8. Where Premedia has expressly committed to guarantees, these are applicable only in the case of proper use of the goods, particularly professional installation and assembly and proper care. The guarantee commitment covers neither wear and tear of any nature nor damages caused by the Customer or third parties. In the case of guarantees committed to by manufacturers, exclusively their guarantee terms are applicable.

14.9. Any liability of Premedia going beyond the provisions of these General Business Terms and Conditions is excluded, irrespective of the legal reason.

15. Contract termination

15.1. In the event of default in acceptance or other important reasons, such as, in particular, bankruptcy of the Customer or refusal of bankruptcy for lack of assets, as well as in the event of payment default by the Customer, Premedia is entitled, notwithstanding other claims of any nature, to immediately terminate the contract or parts thereof without setting a grace period. Termination becomes legally effective through unilateral declaration by Premedia.

15.2. In addition, business interruptions and events of force majeure, as well as other events outside of the sphere of influence of Premedia, particularly also delays in delivery and the like on the part of input suppliers, entitle Premedia to terminate the contract with respect to the unperformed part.

15.3. The Customer has no claims of any nature against Premedia as a result of such termination. The Customer is obligated to give Premedia immediately notice of such circumstances.

16. Applicable law

Exclusively applicable to all transactions subject to the contractual (delivery) agreement and these General Business Terms and Conditions is Austrian substantive law, other than its conflict-of-laws rules, particularly those of international private law, insofar as these refer to the application of foreign law. If in cases with a foreign connection, Austrian law provides for the application of the rules of special international substantive law that are also applicable in Austria, such as the United Nations Convention on Contracts for the International Sale of Goods, these are not to be applied.

17. Place of performance and place of jurisdiction

17.1. The place of performance for all services, payments, and deliveries is the registered office of Premedia in A-4600 Wels, at Maria-Theresia-Straße 41, irrespective of any agreement on the place of delivery and the assumption of any transport costs or the place of payment.

17.2. The court with substantive jurisdiction in Wels/Austria is agreed upon as the place of jurisdiction for all disputes arising out of or in connection with the transaction. However, Premedia is entitled to bring suit against the Customer at its discretion also before another court that may have jurisdiction under national or international law, in particular, before the court at the place of the Customer's registered office.

17.3. The arrangements set forth in the foregoing provisions are also applicable where disputes arise about the existence and/or validity of the order and/or about the validity of the agreement on place of jurisdiction.

18. Change of address

The Customer is obligated on its own initiative to demonstrably give Premedia prompt notice of changes to its residential or business address so long as the transaction forming the subject of contract has not been fully performed by both sides. If this notice is not given, then declarations sent to the Customer are deemed delivered if they are sent to the address most recently made known to Premedia. The Customer

is responsible for demonstrating receipt of its change notice in a given case.

19. Miscellaneous • Final provisions

19.1. The (delivery) agreement (main order) and these General Business Terms and Conditions contain all rights and obligations of the contracting partners. Applicable to training seminars are the General Seminar Provisions and, to online order requests, the corresponding execution policy in the current version. All agreements, amendments, supplementation, riders, commitments, side

agreements and the like require written form in order to be legally effective. Verbal agreements are ineffective. Similarly, contract amendments and supplementations must be made in writing.

19.2. If individual provisions of these General Business Terms and Conditions should be ineffective, either in whole or in part, all other provisions of these General Business Terms and Conditions remain effective. The ineffective provision is to be replaced by another provision that is effective and most closely approximates the content and purpose of the ineffective provision.

19.3. The headings to the provisions contained in these General Business Terms and Conditions are intended for clarity and structuring only. They may not be used for their interpretation.

19.4. Neither a business development being consummated between Premedia and the Customer nor a delay or omission with respect to the exercise of a right, legal remedy, or legal appeal granted pursuant to these General Business Terms and Conditions is considered a waiver of these rights. Every right, legal remedy, and legal appeal granted by Premedia is cumulative and exists with the same order of priority alongside and in addition to other rights, legal remedies, and legal appeals granted by statute.

19.5. To the extent that these General Business Terms and Conditions provide for compliance with written form, this cannot be substituted with electronic form within the meaning of the Austrian Signature Act (*Signaturgesetz*, BGBl I 1999/190). Unless specified otherwise, written form is satisfied by telefax and email. In such case, the sender bears the burden of proof for receipt of the writing.