

# General terms and conditions of the Reichl and Partner Future Thinking Gesellschaft m.b.H.

## 1. General

- 1.1. Reichl und Partner Future Thinking Gesellschaft m.b.H. expressly states that the term "client" used in these General Terms and Conditions of Contract (AAB) applies equally to both female and male clients.
- 1.2. For all business transactions between customers and Reichl und Partner Future Thinking Gesellschaft m.b.H. (hereinafter referred to as "REICHLUNDPARTNER"), the present General Terms and Conditions of REICHLUNDPARTNER apply exclusively; conflicting terms and conditions of the customer can only be accepted by REICHLUNDPARTNER. become effective if they are expressly acknowledged in writing by an employee of REICHLUNDPARTNER who is authorized to sign.
- 1.3. Should any provision of these GTC be or become invalid, void or unenforceable in whole or in part, this shall not affect the validity, enforceability or effectiveness of all other provisions of these GTC. In this case, the contracting parties shall be deemed to have agreed on a provision which is as close as possible to the economic content and which is not ineffective, invalid or unenforceable. The same shall apply in the event of any loopholes.
- 1.4. Should individual provisions of these General Terms and Conditions of REICHLUNDPARTNER be invalid, this shall not affect the binding nature of the contracts concluded on the basis of such provisions within the meaning of Section 1.3. Ineffective provisions shall be replaced by effective ones which come closest in sense and purpose.
- 1.5. The Customer undertakes to inform REICHLUNDPARTNER in good time of the nature, scope and timing of the services required, as well as of any deadlines relating to them, and to provide REICHLUNDPARTNER in good time and free of charge with all documents required for the proper execution of the order.
- 1.6. The customer shall be notified of any amendments to the General Terms and Conditions and they shall be deemed to be agreed unless the customer objects within fourteen calendar days. The present General Terms and Conditions shall generally govern legal relationships between entrepreneurs (B2B) and shall also apply to legal relationships with consumers (B2C), with the exception of mandatory statutory provisions to the contrary, in particular the Consumer Protection Act (KSchG).

## 2. Assignment and conclusion of contract

- 2.1. Unless otherwise expressly agreed in writing in detail, all order relationships issued under these terms and conditions shall be deemed to have been issued to REICHLUNDPARTNER.
- 2.2. As a matter of principle, the respective offer of REICHLUNDPARTNER constitutes the basis of any business relationship, in which all agreed services (scope of services) and their remuneration are set out. The services provided by REICHLUNDPARTNER within the scope of the assignment

Reichl und Partner Future Thinking Gesellschaft m.b.H. | [www.reichlundpartner.com](http://www.reichlundpartner.com)

A-1010 Vienna | Franz-Josefs-Kai 47 | Tel.: +43 (0) 1 535 48 38 | Fax: +43 (0) 1 535 48 38-12 | [vienna@reichlundpartner.at](mailto:vienna@reichlundpartner.at)

A-4020 Linz | Promenade 25b | Tel.: +43 (0) 732 666 222 | Fax: +43 (0) 732 666 444 | [linz@reichlundpartner.at](mailto:linz@reichlundpartner.at)

A-8020 Graz | Brückenkopfgasse 1/6 | Tel.: +43 (0) 316 231 00 230 | [graz@reichlundpartner.at](mailto:graz@reichlundpartner.at)

Registered office of the company and court of registration: Linz FN 545266m | UID-Nr.

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services to be provided can be determined exclusively by the service description in the agency contract, an order confirmation by REICHLUNDPARTNER as well as from a briefing protocol or discussion report. Subsequent unilateral changes to the content of the service are excluded or require the written consent of an employee of REICHLUNDPARTNER authorized to sign.

- 2.3. Unless a binding effect is expressly standardized in the respective offers of REICHLUNDPARTNER, they are always subject to change. Unless the customer expresses a different binding period, he is bound to his order (his offer) for two weeks from receipt at a location of REICHLUNDPARTNER.
- 2.4. Orders (offers) of the Customer shall be deemed accepted only upon written confirmation of the order by REICHLUNDPARTNER, unless REICHLUNDPARTNER tacitly indicates - e.g. by acting on the basis of the order - that it has implicitly accepted the order.
- 2.5. Changes and additions to the order require written confirmation by REICHLUNDPARTNER in order to be valid, unless REICHLUNDPARTNER tacitly indicates - for example by acting on the basis of the order - that it has implicitly accepted the order.
- 2.6. REICHLUNDPARTNER expressly reserves the right to reject orders in whole or in part if the execution or their content obviously violates laws, official regulations, rights of third parties or morality, etc.
- 2.7. Should a client issue an instruction, compliance with which would violate existing laws, REICHLUNDPARTNER shall reject this instruction. In the event of imminent danger, REICHLUNDPARTNER is entitled to take or refrain from any action not expressly covered by the order issued or contrary to an instruction issued, if this appears to be urgently required in the interests of the order or the client.
- 2.8. REICHLUNDPARTNER does not guarantee permanent (electronic) archiving of content in connection with order processing.

### **3. Contact**

- 3.1. Contact persons of REICHLUNDPARTNER for the project(s) will always be determined by REICHLUNDPARTNER prior to or in the course of order processing, both in each case for the commercial area and for the creative area in the respective offer. Only statements or confirmations made by these persons are binding on REICHLUNDPARTNER.

### **4. Cooperation obligations of the customer**

- 4.1. The Customer is obliged to make available to REICHLUNDPARTNER in a timely manner and in full all content required for the processing of the order.
- 4.2. In addition, the Customer shall inform REICHLUNDPARTNER without delay of all circumstances and facts, as well as of all documents required for the processing of the

order are advantageous or necessary to REICHLUNDPARTNER without undue delay.

- 4.3. If additional expenses are incurred by the Client due to incorrect or incomplete information or subsequently changed parameters of the order, the Client shall be responsible for such expenses, reimburse REICHLUNDPARTNER appropriately, and indemnify and hold REICHLUNDPARTNER fully harmless upon first request.
- 4.4. Finally, the client undertakes to check all documents provided for the implementation in accordance with point 4.3 and thus guarantees that these documents are free of third party rights and can therefore be used for the intended purpose by REICHLUNDPARTNER.
- 4.5. Should third party rights be asserted against REICHLUNDPARTNER on the basis of documents provided by the Client, the Client shall fully indemnify and hold REICHLUNDPARTNER harmless and compensate REICHLUNDPARTNER and its contractual partners for all disadvantages incurred as a result and shall duly support REICHLUNDPARTNER to the full extent in defending against any third party claims.
- 4.6. If the Customer is of the opinion that ideas and other content made available to him by REICHLUNDPARTNER were already known to him prior to the commissioning of REICHLUNDPARTNER, he must notify a contact person of REICHLUNDPARTNER of this fact in writing within fourteen days of becoming aware of it, otherwise the contracting parties shall justifiably assume the contrary.

## 5. Social media channels

- 5.1. REICHLUNDPARTNER expressly points out to the Customer before placing the order and the Customer acknowledges that the providers of "social media channels" (e.g.: facebook.com) reserve the right in their terms of use to reject and thus remove advertisements and advertising appearances for any reason.
- 5.2. In the event that advertisements and advertising appearances, which are removed, made unrecognizable or encrypted by a provider in the course of order processing by REICHLUNDPARTNER for no reason or due to a complaint by a third party, the customer is not entitled to claim against REICHLUNDPARTNER for this.
- 5.3. It goes without saying that REICHLUNDPARTNER is obliged to fully cooperate in the investigation of a complaint by a third party as well as to comply with all terms and conditions of use of the Social media providers to comply.

## 6. Performance and fee

- 6.1. In the absence of other agreements, REICHLUNDPARTNER's fee claim for each individual service shall become due upon provision of the same. REICHLUNDPARTNER is entitled at any time to demand reasonable advances to cover its expenses.

# REICHLUNDPARTNER

Future Thinking

- 6.2. REICHLUNDPARTNER is entitled at any time to issue interim or advance invoices and to call for payments on account.
- 6.3. If the order is not executed, REICHLUNDPARTNER shall be entitled to the entire agreed remuneration if it was ready to perform and was prevented from doing so by circumstances on the part of the customer. In such a case, REICHLUNDPARTNER is not obliged to take into account what was saved as a result of the work not being carried out, what was acquired through other use, or what was deliberately neglected to be acquired.
- 6.4. The Customer shall be responsible for any expenses arising from the fact that, as a result of his incorrect, incomplete or subsequently changed information, work by REICHLUNDPARTNER has to be modified, supplemented, delayed or repeated.
- 6.5. If, in the case of agency contracts, a third-party order is handled by REICHLUNDPARTNER, REICHLUNDPARTNER will receive a fee for project coordination amounting to 17.65% (net) of the advertising budget handled through it (= third-party order fee).
- 6.6. All services of REICHLUNDPARTNER, which are not expressly covered by the agreed fee in the order confirmation, are to be remunerated separately by the Customer. This applies in particular to all ancillary services or extensions of the agreed scope of services. All cash expenses incurred by REICHLUNDPARTNER which go beyond the normal course of business (in particular for messenger services, cab, extraordinary shipping costs or travel) are to be reimbursed by the Customer.
- 6.7. In any case, the following shall be charged separately: materials, sketches and retouching, translations, travel expenses, organization and procurement costs, rights granted (e.g. copyrights and ancillary copyrights) as well as technical costs such as lithographic work (e.g. scans and proofs), photos, tool costs, freight and shipping costs, services provided by special companies (market research, etc.), production of advertising materials, etc.
- 6.8. If REICHLUNDPARTNER obtains external quotations within the scope of project handling, but the production order is subsequently not placed by the customer or is placed elsewhere, REICHLUNDPARTNER will charge a flat rate of EUR 500.00 (net) for the services expended on obtaining the quotations (time and costs).
- 6.9. REICHLUNDPARTNER does not assume any liability towards the Customer for orders placed with third parties by REICHLUNDPARTNER on behalf of and for the account of the Customer.
- 6.10. In the case of printed products and mass productions, an excess or short delivery of 10%, which is customary in the industry, shall be deemed to have been agreed, whereby no mutual claims may be asserted as a result.
- 6.11. Cost estimates within the scope of offers of REICHLUNDPARTNER are basically non-binding. Deviations of +/-10 % of the actual costs compared to the originally estimated costs are generally considered as approved. If it is foreseeable that the actual costs will exceed those estimated in writing by REICHLUNDPARTNER by more than 10%, REICHLUNDPARTNER is obliged to inform the customer accordingly. The cost overrun is deemed to have been approved by the customer if the customer does not notify REICHLUNDPARTNER within three

**Reichl und Partner Future Thinking Gesellschaft m.b.H. | [www.reichlundpartner.com](http://www.reichlundpartner.com)**

*A-1010 Vienna | Franz-Josefs-Kai 47 | Tel.: +43 (0) 1 535 48 38 | Fax: +43 (0) 1 535 48 38-12 | [vienna@reichlundpartner.at](mailto:vienna@reichlundpartner.at)*

*A-4020 Linz | Promenade 25b | Tel.: +43 (0) 732 666 222 | Fax: +43 (0) 732 666 444 | [linz@reichlundpartner.at](mailto:linz@reichlundpartner.at)*

*A-8020 Graz | Brückenkopfgasse 1/6 | Tel.: +43 (0) 316 231 00 230 | [graz@reichlundpartner.at](mailto:graz@reichlundpartner.at)*

*Registered office of the company and court of registration: Linz FN 545266m | UID-Nr.*

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working days after this notice in writing and at the same time announces more cost-effective alternatives.

- 6.12. Should the Customer unilaterally modify or terminate commissioned services, the Customer shall reimburse REICHLUNDPARTNER for the services rendered up to that point in time in accordance with the fee agreements underlying this transaction. Except in the event of termination due to a grossly negligent or intentional breach of duty by REICHLUNDPARTNER, the Customer shall pay the entire fee agreed for this order, whereby the credit compensation within the meaning of Section 1168 of the Austrian Civil Code is fully excluded.
- 6.13. Reasonable expenses for services shall be reimbursed upon first request even if the prospective order is ultimately not placed.

## 7. Payment modalities

- 7.1. Unless otherwise agreed, and without prejudice to the provisions 0. and 0., the total remuneration shall be due at the latest (for 100% of the order volume) upon completion of the services as well as upon delivery.

## 8. Payment

- 8.1. REICHLUNDPARTNER's invoices are due promptly and without any deductions from the date of invoice, unless otherwise agreed in writing. This also applies to the charging on of all cash expenses and other expenses of REICHLUNDPARTNER.
- 8.2. In the case of partial offsets, the corresponding partial amounts shall be due upon receipt of the relevant invoice. This shall also apply to offsetting amounts resulting from subsequent deliveries or subsequent adjustment of the originally agreed contract amount, irrespective of the payment terms agreed for the main delivery.
- 8.3. In the event of default of payment by the customer, the reimbursement of the costs of two reminders in the amount of EUR 25.00 each (plus VAT and cash expenses) as well as the costs of a reminder letter by a lawyer commissioned with the collection shall be deemed agreed.
- 8.4. The Customer is not entitled to withhold payments due to any compensation for damages, warranty claims or other claims of any kind whatsoever or to set them off against counterclaims, unless the Customer's claim has been acknowledged by REICHLUNDPARTNER in writing or has been established by a court of law. Any right of retention of the customer is hereby expressly excluded.
- 8.5. In the event of default in payment by the Customer, REICHLUNDPARTNER may demand all, also within the scope of other contracts existing with the customer, to make services and partial services rendered due without delay (loss of time). In addition, REICHLUNDPARTNER is entitled to withhold its own services to be rendered (also from other orders with customers) until payment is made in full (right of retention); in this case, the customer is solely responsible for any disadvantages and legal consequences resulting from any delays.

**9. Withdrawal from the contract**

- 9.1. REICHLUNDPARTNER is entitled to terminate the contract with immediate effect for good cause. Important reasons within the meaning of these GTC are in particular impossibility of performance, opening of judicial insolvency proceedings against the customer's assets or rejection of such an application for lack of cost coverage, breach of payment or cooperation obligations after setting a grace period of fourteen days, as well as in case of justified concerns regarding the creditworthiness of the respective customer and if, upon first request of REICHLUNDPARTNER, neither an advance payment or payment on account or any other suitable security is provided.
- 9.2. The customer is also entitled to terminate the contract with immediate effect for good cause. Important reasons in the sense of these GTC represent the continued violation of essential provisions of the agency contract or these GTC, despite a written warning setting a reasonable grace period of fourteen calendar days to REICHLUNDPARTNER, as well as mandatory statutory rights of withdrawal.
- 9.3. Without prejudice to any claims for damages, in the event of withdrawal REICHLUNDPARTNER shall be entitled to payment for services already rendered as well as to compensation for preparatory activities performed with regard to the contract.

**10. Presentations**

- 10.1. As a matter of principle, REICHLUNDPARTNER will charge an appropriate fee if a contractual relationship ("Pitching Contract") - subject to these GTC - has been legally established by invitation to the presentation and acceptance of this invitation.
- 10.2. Presentation services provided by REICHLUNDPARTNER, in particular presentation documents, minutes of meetings and their contents, remain the property of REICHLUNDPARTNER and must be returned to REICHLUNDPARTNER upon request.
- 10.3. If the ideas and concepts contributed in the course of a presentation are not used in advertising materials designed by REICHLUNDPARTNER, REICHLUNDPARTNER is entitled to use the ideas and concepts presented elsewhere.
- 10.4. The transfer of presentation documents to third parties as well as their publication, duplication, dissemination or other exploitation by the Customer or one of his contractual partners is not permitted without the express written consent of REICHLUNDPARTNER, whereby REICHLUNDPARTNER reserves the right to assert corresponding claims for injunctive relief and damages.

**11. Property rights and copyrights**

- 11.1. All services and work results of REICHLUNDPARTNER including those from presentations (e.g. suggestions, ideas, sketches, photos, graphics, electronic data, preliminary drafts, scribbles, sketches, concepts, negatives, slides etc.) as well as individual parts thereof - as well as all rights thereto and as the individual workpieces and design originals - shall remain unaffected until the fee has been paid in full together with

of all ancillary costs (interest, fees, dunning charges) remain the full property of REICHLUNDPARTNER and may be reclaimed by REICHLUNDPARTNER at any time - in particular upon termination of the contractual relationship.

- 11.2. REICHLUNDPARTNER reserves all rights to the designs, offers, projects, texts, representations, sketches, plans, concepts, videos, drawings, pictures and descriptions used. These documents, even if they are of a different origin, may not be used by the customer in a way that goes beyond the content of the contract or is misappropriated, and in particular may not be reproduced or made accessible to third parties. In general, such documents must be returned to REICHLUNDPARTNER immediately upon first request.
- 11.3. All copyrights, rights of use and ancillary copyrights to services provided by REICHLUNDPARTNER remain the property of REICHLUNDPARTNER. Permission to use works shall only be deemed to have been granted with the express written consent of REICHLUNDPARTNER. It is expressly stated that such authorizations to use works may also be granted several times, are therefore neither exclusive nor transferable or assignable, and may be granted by REICHLUNDPARTNER within agreed limits (distribution area, conditions, periods) and in any case limited to the duration of the agency agreement; in case of doubt, the scope of use stated in the order or in the delivery bill shall be decisive. In the absence of an express written agreement to the contrary, REICHLUNDPARTNER does not grant any exclusive or transferable rights to use the works it has created, but only non-exclusive licenses which may be limited in terms of content, space or time.
- 11.4. In the absence of any other agreement, such authorizations to use works shall only apply to a one-time exploitation in a domestic medium by the respective customer itself.
- 11.5. The right to use REICHLUNDPARTNER's services to the agreed extent and for the agreed purpose is acquired by the customer only upon receipt by REICHLUNDPARTNER of full payment of the agreed fee plus all ancillary costs (interest, fees, reminder charges). Delivered goods also remain the property of REICHLUNDPARTNER until full payment has been received.
- 11.6. Independent (sub)modifications of REICHLUNDPARTNER's services by the Customer are only permitted with the express written consent of REICHLUNDPARTNER and - insofar as the services are protected by copyright - of the author. It goes without saying that REICHLUNDPARTNER expressly reserves all claims arising from copyright-protected services.
- 11.7. For the use of REICHLUNDPARTNER's services that goes beyond the originally agreed purpose and scope of use, the written consent of REICHLUNDPARTNER is required - unless this service is already protected by copyright - as well as an additional appropriate fee, but at least in the amount of 17.65% of the fee paid by the customer to the third parties commissioned with the production, distribution or publication of the advertising material.
- 11.8. For the use of services provided by REICHLUNDPARTNER or of advertising material for which REICHLUNDPARTNER has prepared conceptual or design templates, the following is to be paid in accordance with

expiry of the contract - unless this performance is already protected by copyright - the written consent of REICHLUNDPARTNER is also required.

- 11.9. In the event of unlawful use as defined in point 0, REICHLUNDPARTNER is entitled to charge the Customer the full amount of the remuneration agreed in the agency agreement for the first four years after conclusion of the agreement and 50% of the agreed remuneration annually for subsequent years.
- 11.10. Without the consent of REICHLUNDPARTNER, their services, including the copyright designation, may not be changed either in the original or in reproduction. Any imitation, even of parts of the services, is not permitted. The transfer of REICHLUNDPARTNER's rights to use works does not include the rights to use works of third parties (photographers, picture publishers, etc.) who are not vicarious agents of REICHLUNDPARTNER within the meaning of Section 1313a of the Austrian Civil Code. Rights to use works are to be obtained by the customer himself if they are not expressly part of the service provided by REICHLUNDPARTNER.
- 11.11. The Customer is obliged to fully indemnify and hold REICHLUNDPARTNER harmless from and against all claims asserted by third parties on the basis of infringement of copyrights, rights to use works, ancillary copyrights, other industrial property rights or personal rights.

## 12. Third-party services

- 12.1. REICHLUNDPARTNER is in principle entitled, at its own discretion, to perform the service itself or to use third parties for the performance of services under the contract and/or to substitute such services.
- 12.2. The commissioning of such vicarious agents within the meaning of Section 1313a of the Austrian General Civil Code (ABGB) shall take place in the customer's own name, whereby all claims resulting from these contractual relationships shall in any case be charged to the customer.
- 12.3. REICHLUNDPARTNER is obliged to select vicarious agents carefully and to ensure that they have the required professional qualifications.
- 12.4. Obligations to third parties in this context that exist beyond the original term of the contract shall also be satisfied by the customer, in particular in the event of premature termination of the contractual relationship and termination of the agency contract for good cause.

## 13. Labeling law

- 13.1. On the basis of its activities, REICHLUNDPARTNER is entitled to refer free of charge to the creation by REICHLUNDPARTNER or one of its sister companies on all advertising media and in all advertising measures, as well as to the respective author, if applicable.
- 13.2. REICHLUNDPARTNER is in principle entitled to refer to the existing or formerly existing business relationship both explicitly and graphically on its own advertising media and its website as well as on the websites of its sister companies with the company name and logo of the Customer (reference).



#### 14. Release

- 14.1. All services provided by REICHLUNDPARTNER, in particular all relevant services to be released, such as preliminary drafts, sketches, initial drawings, brush prints, blueprints and color prints ... must be checked by the customer and approved within three working days of receipt. If they are not released in time, they shall be deemed to have been tacitly approved by the customer.
- 14.2. In principle, the Customer is obliged to have the legal admissibility of the services provided by REICHLUNDPARTNER, in particular the admissibility under trademark law and competition law, checked by an expert within the meaning of Section 1299 of the Austrian Civil Code (ABGB). REICHLUNDPARTNER shall not - except upon written request and simultaneous promise of cost coverage by the Customer - arrange for any independent legal review of the services rendered by it and shall not assume any liability for the fact that the services rendered and work results produced by REICHLUNDPARTNER can be used in a permissible manner in terms of intangible and trademark law and without interfering with the rights of third parties.

#### 15. Dates

- 15.1. As a matter of principle, unless expressly agreed as binding, stated delivery or performance deadlines shall be deemed non-binding and shall not constitute a cut-off date.
- 15.2. Binding appointments must always be recorded in writing and confirmed in writing by the defined contact persons. REICHLUNDPARTNER always endeavors to meet the agreed deadlines.
- 15.3. If deadlines are missed by REICHLUNDPARTNER, the Customer shall only be entitled to assert the statutory rights to which he is entitled after expiry of a reasonable grace period of fourteen calendar days and receipt of a corresponding reminder.
- 15.4. An obligation to pay damages under the title of delay exists only in the case of intentional or grossly negligent acts by REICHLUNDPARTNER.
- 15.5. In the event of the occurrence of unavoidable or unforeseeable events - in particular in the event of delays by contractors or their contractors in connection with the performance of services - REICHLUNDPARTNER shall in any event be released from compliance with the originally agreed delivery date. In the event of a delay lasting more than two months, the customer and REICHLUNDPARTNER are entitled to terminate the agency contract unilaterally without stating reasons.
- 15.6. A delay demonstrably caused by gross negligence shall entitle the customer to claim compensation for delay in the amount of half a percent for each full week of delay, but not more than a total of 5% of the value of that part of the affected delivery or service which cannot be used as a result of the untimely delivery of an essential part, provided that the customer has suffered demonstrable damage in this amount. Any further claims for damages by the customer shall be excluded.

**16. Warranty and compensation**

- 16.1. The customer has to claim any defects in writing within three working days after delivery by REICHLUNDPARTNER in case of any other loss of rights and to describe them in such detail that they can be identified by REICHLUNDPARTNER without any contradiction. After expiry of this period of three working days, the service shall be deemed to have been duly rendered.
- 16.2. In principle, the customer is not entitled to qualify the entire service as defective due to defective parts of the service. In the case of justified and timely notice of defects, the Customer is only entitled to the right to improvement of the service within the meaning of § 932 ABGB (Austrian Civil Code) by REICHLUNDPARTNER, whereby the assertion of price reductions is expressly excluded.
- 16.3. In the event of a justified notice of defects by the Customer, the defects will be remedied within a reasonable period of time exclusively by REICHLUNDPARTNER, whereby the Customer is obliged to sufficiently enable REICHLUNDPARTNER to take all measures necessary for the investigation and remedying of defects.
- 16.4. REICHLUNDPARTNER is entitled to refuse to improve the service if this is impossible or involves a disproportionately high effort for the agency. In this case, the customer is entitled to the statutory claims for conversion and price reduction within the meaning of § 932 ABGB (Austrian Civil Code). If improvements are to be made to a physical object, the customer is obliged to send the object to REICHLUNDPARTNER at his own expense.
- 16.5. The customer is obliged to accept and approve services provided by REICHLUNDPARTNER after reviewing and examining sample copies. From this point on, complaints about recognizable defects within the meaning of Section 928 of the Austrian Civil Code (ABGB) are excluded and REICHLUNDPARTNER is free from any liability for defects in the service which the customer has overlooked. Furthermore, the presumption of § 924 ABGB is excluded and the right of recourse according to § 933b ABGB expires.
- 16.6. If a service is produced mainly on the basis of certain specifications or instructions of the customer, the liability extends only to the conditional execution by REICHLUNDPARTNER. Excluded from the warranty are defects caused by material provided by the client or incorrect or inaccurate instructions of the client.
- 16.7. Correction requests made by telephone are only binding after written confirmation to the same effect. In the case of color reproductions in all printing processes, minor deviations from the original shall not be considered defects. The same applies to differences between the proof and the production run due to printing technology.
- 16.8. REICHLUNDPARTNER is exempted by mutual agreement from the duty to warn in accordance with § 1168a ABGB (General Civil Code) as well as identical or similar provisions in other AAB or AGB. In addition, the reversal of the burden of proof pursuant to § 1298 ABGB is excluded by mutual agreement.
- 16.9. Claims for damages by the customer must be made within six months of knowledge of the damage and the damaging party, but in any case within three years of the date of the contract.

claims may only be asserted at the end of the contract period, otherwise they shall be time-barred. Such claims are limited to the net order value of the underlying contract.

## 17. Confidentiality obligation, data protection

- 17.1. The contracting parties mutually undertake to treat all documents and/or other information received by them and/or their authorized representatives and agents, in particular information on the economic situation of the respective other contracting party, in particular on its customer structure and know-how, as strictly confidential and accordingly to keep them completely secret and in this sense not to disclose them to any outside third party - including any person with whom one has a direct or indirect relationship. The Company shall not disclose or otherwise disclose to any third party any information of which it becomes aware in this way for its own business purposes, either directly or indirectly.
- 17.2. As a matter of principle, REICHLUNDPARTNER undertakes to maintain comprehensive confidentiality of all data transmitted on the basis of the contractual relationship and to comply with all data protection provisions by means of technical design as defined in Art. 25 DSGVO (Privacy by Design, Privacy by Default).
- 17.3. If, in the course of processing the order, persons can gain knowledge of the processed data who are not subject to a legal or contractual duty of confidentiality, REICHLUNDPARTNER undertakes to transfer the confidentiality agreement in full to these persons in accordance with point 0.

## 18. Liability provisions

- 18.1. REICHLUNDPARTNER is basically only liable for damages within the scope of the legal regulations in case of intentional or gross negligence. Liability for slight negligence - except for personal injury - is excluded.
- 18.2. The customer is obliged to check documents (templates, photos, models or other working documents) and services provided by him for existing copyrights, trademark rights or other rights of third parties. REICHLUNDPARTNER shall not be liable for any infringement of such rights. Should REICHLUNDPARTNER be held liable on the basis of such an infringement, the Customer shall fully indemnify and hold REICHLUNDPARTNER harmless, i.e. in this case the Customer shall compensate REICHLUNDPARTNER for all disadvantages arising from a claim by a third party.
- 18.3. Any liability on the part of REICHLUNDPARTNER for claims and demands made against the customer on the basis of information provided by REICHLUNDPARTNER or one of its employees, despite the exclusion of the obligation to provide information within the meaning of Section 1168a of the Austrian Civil Code (ABGB), in connection with services provided, is expressly excluded by mutual agreement. In addition, REICHLUNDPARTNER is generally not liable for legal costs, the customer's lawyer's fees or the costs of publishing judgments, any claims for damages or similar claims by third parties.
- 18.4. The liability of REICHLUNDPARTNER remains in all cases limited to those damages which have occurred to the object of its performance. Any damage exceeding this

REICHLUNDPARTNER shall not be liable for damages, in particular for delay, impossibility of performance, positive breach of contract, breach of pre-contractual protective obligations, defective or incomplete performance, consequential damages or tortious acts, unless such damages are based on intent or gross negligence (excluding personal injury) on the part of REICHLUNDPARTNER. REICHLUNDPARTNER accepts no liability whatsoever for the Customer's documents provided to it for processing.

## 19. Applicable law

- 19.1. All legal relations arising from and in connection with these GTC between the Customer and REICHLUNDPARTNER shall be governed exclusively by Austrian law, to the exclusion of national and international conflict-of-law rules and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

## 20. Place of performance and jurisdiction

- 20.1. The place of performance is the registered office of REICHLUNDPARTNER. The place of jurisdiction for all disputes arising directly between REICHLUNDPARTNER and the customer is agreed to be the Austrian court with local and subject-matter jurisdiction for the registered office of REICHLUNDPARTNER, unless a different place of jurisdiction arises from mandatory statutory provisions (e.g. consumer protection).

## 21. Privacy policy

- 21.1. You can find our privacy policy in accordance with Articles 13 and 14 DSGVO at [www.reichlundpartner.com](http://www.reichlundpartner.com)

Linz, on 27. 08. 2021