

General terms and conditions of business

Status: 01 October 2018

§ 1 Scope

(1) The deliveries, services and offers of the contractor are exclusively based on these terms and conditions. They shall therefore also apply to all future business relations, even if they are not expressly agreed again. Counter-confirmations of the customer with reference to his terms and conditions of business or delivery are hereby contradicted.

(2) Deviations from these terms and conditions are only effective if the contractor confirms them in writing.

(3) These terms and conditions shall remain binding even if individual parts are not effective for any reason whatsoever.

§ 2 Conclusion of contract

(1) Unless expressly agreed otherwise, offers and price quotations are not binding.

(2) The client submits a binding offer with his order.

(3) A contract is only concluded by means of an order confirmation from the contractor.

(4) Objections due to possible deviations of the contents of an order confirmation from the order must be raised within two working days after receipt of the order confirmation, otherwise the contents of the order confirmation shall be deemed agreed.

§ 3 Price offers for goods

(1) Unless otherwise stated, the prices quoted by the contractor are net prices and Euro prices.

(2) Unless expressly stated, the contractor's prices do not include packaging, freight, insurance and other shipping costs.

(3) Subsequent changes made by the client, including any production rescheduling caused by such changes, will be charged to the client.

(4) Press proof costs as well as costs for samples are always invoiced separately and are not included in the delivery prices.

§ 4 Fees for services

(1) The fee is understood as a net fee in Euro plus value added tax.

(2) In the absence of an agreement in individual cases, the Contractor shall be entitled to a fee in the usual market amount for the services rendered and the transfer of the copyright and trademark rights of use. All services of the contractor that are not expressly compensated by the agreed fee shall be remunerated separately. All cash expenses incurred by the contractor shall be reimbursed by the client.

(3) Cost estimates of the contractor are not binding. If it can be foreseen that the actual costs will exceed the costs estimated by the contractor in writing by more than 15%, the contractor will inform the client of the higher costs. The cost overrun shall be deemed to be approved by the Customer if the Customer does not object in writing within three working days of this notification and at the same time announces more cost-effective alternatives. In the event of a cost overrun of up to 15 %, a separate notification is not necessary. This cost estimate overrun is considered approved by the client from the outset.

(4) If the client unilaterally modifies or cancels work commissioned without the involvement of the contractor, without prejudice to the ongoing other support provided by the contractor, the client must remunerate the contractor for the services provided up to that point in time in accordance with the fee agreement and reimburse all costs incurred. Unless the discontinuation is not due to a grossly negligent or intentional breach of duty by the Contractor, the Client must also reimburse the Contractor for the entire fee agreed for this assignment, whereby the offsetting remuneration of § 1168 ABGB is excluded. Furthermore, the Contractor shall be indemnified and held harmless in respect of any claims by third parties. With the payment of the fee the client does not acquire any rights of use for work already performed; concepts, drafts and other documents that have not been executed must be returned to the contractor immediately.

§ 5 Terms of payment

(1) The Contractor shall invoice its deliveries and services on the day on which it also performs, delivers, stores for the Customer or holds ready for him on call.

(2) Unless otherwise agreed, payment (net price plus VAT) is to be made within 14 calendar days of the invoice date without deduction.

(3) Advance payment may be required at the contractor's request.

(4) If no other bank account details are given on the invoice, payments are to be made to the following account details:

Payee: INTERACTIVE PAPER GmbH

IBAN: AT05 2011 1838 5345 9900

BIC: GIBAATWWXXX

§ 6 Default of payment

(1) If a significant deterioration in the financial circumstances of the client becomes known or if the client is in default of payment, the contractor is entitled to demand immediate payment of all invoices, including those not yet due. Furthermore, the contractor has the right to withhold the goods not yet delivered before receipt of payment and, in the event of non-payment of the pro rata payments, to stop further work on orders still in progress. The Contractor shall also be entitled to these rights if the Customer does not make any payment despite a reminder giving rise to default.

(2) In the event of default in payment, interest on arrears shall be payable per annum at a rate of 9.2 percentage points above the base interest rate. This does not exclude the assertion of further damage caused by default.

(3) In the event of default, the client undertakes to reimburse the fees of the debt collection agency involved, which are limited in the amount of the fees due under the BMWA regulation on the maximum rates of the debt collection agencies.

§ 7 Retention of title

The goods remain the property of the contractor until the purchase price claim has been paid in full. The claims of the customer from a resale of the reserved goods are already assigned to the contractor upon placing the order to secure the purchase price claim. The customer is only entitled and authorized to resell the reserved goods if the claim from the resale is transferred to the contractor.

§ 8 Delivery of goods

(1) Deliveries shall be made from the contractor's premises to the delivery address specified by the client at the client's expense and risk. Transportinsurance will only be provided at the express request and expense of the Customer.

(2) Excess and short deliveries of up to 3 % are permitted and are to be invoiced proportionately on the basis of the production run.

(3) Agreed delivery times are basically only approximate dates, unless they have been expressly confirmed in writing as fixed dates. If a fixed date has been agreed upon, the obligations to cooperate (e.g. delivery of defect-free data, checking of preliminary and interim results, etc.) and their dates must be specified when the order is placed. If the client does not fulfil his obligations to cooperate or does not meet the agreed deadlines, the contractor is not liable for meeting the agreed delivery date. This shall also apply in the event of subsequent order changes by the client. In addition, the contractor shall be entitled to reimbursement of the costs incurred by him as a result.

§ 9 Default of delivery

(1) In the event of a delay in delivery, the client must set a reasonable grace period of at least two weeks, depending on the respective order. After the fruitless expiry of the grace period, the client may withdraw from the contract by setting a new reasonable grace period of at least one week. The withdrawal is to be asserted by registered letter.

(2) The right of withdrawal always refers only to the part of the delivery or service in respect of which there is a delay.

(3) If the client withdraws from the contract due to delay in delivery, the contract will be rescinded step by step.

(4) The client has to accept minor overruns of the agreed delivery periods or dates without being entitled to withdraw from the contract or to claim damages.

(5) In the event of force majeure or other unforeseeable, exceptional circumstances for which the contractor is not responsible (e.g. difficulties in procuring materials, operational disruptions, strike, lockout, lack of means of transport, official intervention, power supply difficulties, etc.), even if they occur at upstream suppliers or subcontractors, the contractor is released from the obligation to deliver for the duration of the disruption. If delivery or performance becomes impossible or unreasonable due to the aforementioned circumstances, the contractor shall be released from the obligation to perform. If the delay in performance lasts longer than five weeks, the Customer shall be entitled to withdraw from the contract. If the delivery time is extended or if the contractor is released from his obligation to perform, the client cannot derive any claims for damages from this. The Contractor may only invoke the aforementioned circumstances if he notifies the Client thereof.

§ 10 Default of acceptance

(1) The customer is obliged to accept immediately the goods sent or made available for collection in accordance with the contract. If he does not comply with this obligation, the delivery shall be deemed to have been accepted and the risk of accidental loss or loss caused by slight negligence on the part of the contractor shall pass to the client. In such cases, the obligation to pay the purchase price therefore remains in force. Furthermore, in the event of default of acceptance by the Customer, the Contractor shall only be liable for intentional or grossly negligent damage or destruction of the goods.

(2) In the event of default of acceptance or if delivery is impossible due to force majeure, the contractor is entitled to store the goods himself or to have them stored by a forwarding agent at the expense and risk of the customer.

§ 11 Warranty

(1) An Interactive Paper is considered to be functional if it can be used to control an NFC-enabled smartphone located on the designated area ("mobile phone area") by pressing the designated areas on the paper ("buttons"), so that the link stored for the respective button is opened in a web browser. A smartphone is considered to be NFC-capable if it has the necessary hardware and the operating system installed as standard also enables access to this functionality for third parties. Depending on the hardware and software, it can be activated either immediately after the display is unlocked (usually with Android devices) or as a result of an NFC scan using a designated app (e.g. the "Interactive Paper" app for iOS). The button on the paper must be pressed for approx. 0.25 to 3 seconds, depending on the model and battery charge status of the smartphone to be controlled.

(2) The contractual obligation is to ensure the functionality of an Interactive Paper if it is handled carefully and there are no circumstances that conflict with the technical

functionality. In particular, storage under high pressure or the bending of the paper is to be understood as careless handling. Circumstances contrary to the technical functioning are any circumstances that contradict the basic functioning of NFC or electronic products, such as in particular the contact of an electronic product with liquid or the use of NFC technology on a metallic surface.

(3) If a maximum of 3% of the delivered Interactive Paper is defective, no objection can be made to this.

(4) The client must always check the conformity of the delivered goods and the preliminary or intermediate products sent for correction. The risk of any errors shall pass to the customer when the goods are declared ready for printing, unless the errors are errors which only arose or could only be detected in the production processes following the declaration of readiness for printing. The same applies to all other release declarations of the client for further production.

(5) Complaints (notices of defects) due to obvious defects must be reported to the contractor immediately and definitely. Hidden defects must be claimed from the contractor immediately after discovery, but at the latest within two months after the goods have left the contractor's premises or his sphere of influence.

(6) The warranty period is 6 months.

(7) The presumption regulation of § 924 ABGB is excluded. The existence of the defect at the time of delivery shall be proved by the customer.

(8) The right of recourse according to § 933 b, second sentence ABGB (Austrian Civil Code) shall become statute-barred one year after performance of the service by the contractor.

(9) In the event of justified complaints, the contractor is obliged, at his discretion and to the exclusion of other claims, to rectify the defect and/or make a replacement delivery, up to the amount of the net order value, unless a warranted characteristic is missing or the contractor or his vicarious agent are guilty of intent or gross negligence. The same shall apply in the event of a justified complaint about the rectification of defects or replacement delivery. In the event of delayed, omitted or unsuccessful rectification or replacement delivery, the client may demand a reduction in payment or withdraw from the contract.

(10) The contractor's liability for consequential damage caused by a defect exists only in the case of intentional or grossly negligent causation.

(11) If the subject of the order is the further processing of printed products, the contractor shall not be liable for the resulting impairment of the product to be further processed, unless the damage was caused intentionally or by gross negligence.

(12) In the case of partial delivery, these regulations apply to the delivered part. Defects in a part of the delivered goods do not entitle the customer to complain about the entire delivery.

(13) Customary deviations from the original (these are in particular minor colour deviations from the original in the case of colour reproductions in all printing processes; minor colour deviations between press proofs and production run or between the final and intermediate

result; colour deviations between the digital original and printout due to different colour calibration of screens) cannot be excluded and are not a defect entitling the customer to warranty.

(14) Under no circumstances shall the Contractor be liable for damage caused by the Client's inadequate storage of the products.

(15) If the rejected printed products can no longer be presented to the contractor, the client shall only be entitled to warranty and/or compensation if he presents the contractor with precise documentation of defects corresponding to a recognised quality control.

§ 12 Liability

(1) Claims for damages by the client are excluded, unless the damage was caused by intentional or grossly negligent conduct. In the case of slight negligence, the contractor shall only be liable for any personal injury.

(2) The contractor is only liable for foreseeable damages typical for the contract. This liability is limited to the amount of the order value per case of damage. Liability for loss of profit is excluded.

(3) In case of liability, only monetary compensation can be demanded.

(4) The same principles apply to the liability of the contractor's vicarious agents.

(5) Claims for damages are to be asserted in court within six months of knowledge of the damage and the damaging party, otherwise they will expire. After one year from delivery or provision of services by the contractor, the customer shall bear any burden of proof.

(6) If liability on the part of the Contractor comes into consideration, the Contractor shall be released from liability to the extent that existing and enforceable claims against supplying or processing companies are assigned to the Client.

(7) The limitations of liability also apply to pre-contractual obligations, i.e. even if no contract is concluded.

§ 13 Provided materials and data

(1) The client is liable for data, material and intermediate products provided. The Contractor shall not assume any liability for the resulting product to the extent that it is determined by such data, material and/or intermediate products. The Contractor shall only warn the Customer in the event of obvious unsuitability of data, material and/or intermediate products provided; in all other cases a duty of replacement shall be excluded.

(2) Unless otherwise agreed, the customer shall adhere to the "Interactive Paper Design Guide" when creating print data.

(3) The contractor is entitled to test print data provided by the client for usability and to charge the client for the costs involved.

(4) Templates (e.g. computer printouts, digital proofs) on which the order is based are not binding. It is expressly pointed out that the final product may contain colour deviations caused by the different manufacturing processes. If the Client does not provide a binding proof or other proof or does not order one from the Contractor, the Contractor shall not

assume any liability for the correctness and propriety of the exposure or printing. This shall also apply if the technical information on which the order is based is incomplete or incorrect.

(5) The obligation to backup data is the sole responsibility of the client. The contractor is entitled to make a copy independently of this. This remains with the contractor.

(6) The contractor is entitled to charge all costs associated with the testing and storage of the materials and/or intermediate products provided.

(7) Packaging material as well as the usual waste caused by trimming, punching, printing equipment and production printing shall become the property of the contractor upon processing.

§ 14 Right of retention

The contractor has a right of retention on objects delivered by the client until the purchase price claim has been completely fulfilled.

§ 15 Ownership and rights to means and products used

(1) The operating objects and work aids used by the contractor for the manufacture of the contractual product and the processed data remain the property of the contractor and will not be delivered, even if they are invoiced separately. Nor shall they be handed over for use. This also applies to work aids and data which were produced by another company on behalf of the contractor obliged to deliver.

(2) Insofar as the contractor himself is the owner of the copyright and ancillary copyright rights of use of the delivered products or parts thereof, the client acquires with the delivery only the non-exclusive right to distribute the delivered products; otherwise the rights of use, in particular the right of reproduction, remain in the hands of the contractor. The Contractor shall have the exclusive right to use the means of reproduction produced by him (typesetting, processed data, data carriers, films, repros and the like) and printed products (flags, raw prints and the like) to produce copies. He is not obliged to hand over such means of reproduction, not even for purposes of use.

(3) The contractor is not obliged to check whether the client has the right to copy the templates of whatever kind, to process or change them according to the order or to use them otherwise in the intended way. The Client warrants that he has the rights to use, pass on, copy, edit and distribute the templates and materials provided by him in any manner whatsoever and that the execution of the order by the Contractor does not infringe any rights of third parties whatsoever.

(4) If fonts or application software are provided by the client in order to be able to process the data supplied by him, the client assures the contractor that he is entitled to this limited transfer of use.

§ 16 Identification

(1) The contractor is also entitled to refer to the contractor (e.g. by affixing a logo) on every product created in the course of the contractual relationship (both print products and digital products such as websites or apps) without the client having a right to remuneration.

(2) Subject to the written revocation of the Customer, which is possible at any time, the Contractor is entitled to refer to the existing or former business relationship with the Customer on its own advertising media and in particular on its Internet website with its name, company logo and the specific product (Use Case) (reference reference).

§ 17 Concept and idea protection

(1) If the potential client has already invited the contractor in advance to prepare a concept and the contractor complies with this invitation before the conclusion of the main contract, the following provision applies:

(2) Already through the invitation and the acceptance of the invitation by the contractor, the potential client and the contractor enter into a contractual relationship ("pitching contract"). This contract is also based on the General Terms and Conditions.

(3) The potential client acknowledges that the contractor already provides cost-intensive preliminary services during the concept development phase, although he himself has not yet assumed any performance obligations.

(4) The linguistic and graphic parts of the concept are subject to the protection of the copyright law, as far as they reach the height of the work. The potential client is not permitted to use and process these parts without the consent of the contractor, even on the basis of the copyright law.

(5) The concept also contains ideas relevant to advertising that do not enjoy the protection of copyright law. These ideas are at the beginning of every creative process and can be defined as the spark that ignites everything that is produced later and thus as the origin of marketing strategies. Therefore those elements of the concept are protected which are unique and give the marketing strategy its characteristic character. In particular, advertising slogans, advertising texts, graphics and illustrations, advertising material, etc. are regarded as an idea in the sense of this agreement, even if they do not reach the height of a work.

(6) The potential client undertakes to refrain from economically exploiting or having exploited or using or having used or having used these creative advertising ideas presented by the contractor within the framework of the concept outside the corrective scope of a main contract to be concluded later.

(7) If the potential client is of the opinion that ideas have been presented to him by the contractor, which he has already come up with before the presentation, he must inform the contractor in writing within 14 days of the day of the presentation of evidence that allows a chronological allocation.

(8) In the opposite case, the contracting parties shall assume that the contractor has presented a new idea to the potential client. If the idea is used by the potential client, it shall be assumed that the contractor has earned merit in doing so.

(9) The potential client may exempt himself from his obligations under this point by paying an appropriate compensation plus 20% VAT. The exemption shall not take effect until full payment of the compensation has been received by the contractor.

§ 18 Availability of web services

(1) Web services are understood to be any services of the contractor that enable the provision of data or applications of the client on the Internet. In particular, the forwarding (redirect) from certain domains - defined by the contractor - to external domains - defined by the customer - is covered. Furthermore, the storage of data on a server of the contractor (hosting) and the provision of this data on the Internet under a domain defined by the contractor is also included.

(2) The contractor's services, applications and products only allow the use of encrypted transmission protocols (e.g. https). In particular, the non-availability of http links provided by the Customer does not constitute a performance disruption on the part of the Contractor.

(3) Due to maintenance work, conversions or extensions to the infrastructure, the contractually agreed web services may be temporarily unavailable.

(4) If, as a result of force majeure, web services cannot be provided or can only be provided in part, the obligation to provide services shall be suspended or postponed for the duration of the event. In such cases, liability on the part of the Contractor is excluded, unless the Contractor is grossly at fault. Events of force majeure include, in particular, events such as fire, floods, earthquakes, storms, lightning, epidemics, war, strikes or unrest of any other kind, sabotage, failure to obtain official or private permits or authorisations, changes in the legal and regulatory situation or on a political level, damage caused by animals (rodents, etc.), as well as all those events which are beyond the direct business influence of the affected contractual partner.

(5) Unless otherwise agreed, Contractor shall provide web services in connection with Interactive Paper for 2 years from delivery of the printed product. As a result, especially redirect links and web applications developed and hosted for Contractor shall be valid or available for this period.

§ 19 Indemnity and indemnification

(1) If claims are asserted against the contractor by third parties due to alleged infringements of rights, in particular from copyright, ancillary copyright or other industrial property rights or personal rights, due to the execution of an order of the client, the client must indemnify and hold the contractor harmless.

(2) The contractor must notify the client of the dispute in the event of a legal claim. If the Client does not join the proceedings as a party to the dispute as a party to the dispute with the Contractor following the announcement of the dispute, the Contractor shall be entitled to acknowledge the claim of the plaintiff and to indemnify and hold harmless the Client without regard to the legality of the acknowledged claim.

§ 20 Final provisions

(1) Austrian law shall apply to the contractual relationship, excluding the UN Convention on Contracts for the International Sale of Goods. The contractual language is German.

(2) The place of performance for delivery and payment and the place of jurisdiction for legal disputes concerning all contractual relationships subject to these terms and conditions of delivery and payment is the registered office of the contractor.

(3) All order agreements including subsequent changes, additions, etc. must be in writing to be valid.

(4) Should individual provisions of the contract including these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially ineffective provision shall be replaced by a provision that comes as close as possible to the content and purpose of the wholly or partially ineffective provision.

(5) Insofar as in this contract designations referring to natural persons are only given in masculine form, they refer to women and men in the same way.