

General Terms and Conditions Alessandri Gesellschaft m.b.H.

1. Scope

These General Terms and Conditions govern the contractual relationship between Alessandri Gesellschaft m.b.H. ("Alessandri") and the customer ("Customer"). Alessandri provides services exclusively based on these General Terms and Conditions and the terms and conditions agreed separately in writing for the respective services. These General Terms and Conditions also apply to all future business relationships, even if no express reference is made to them. Deviating or conflicting terms and conditions, including Customer's terms and conditions, are only binding for Alessandri if Alessandri has agreed to them in writing in advance.

2. Conclusion of Contract

Offers and cost estimates are non-binding. The preparation of an offer and/or cost estimate does not oblige Alessandri to accept and execute the order placed by Customer. A contract is not concluded before written acceptance of Customer's order by Alessandri.

3. Provision of Services

Alessandri is not obliged to provide services before the requested advance payments (see point 7.) have been made, all technical and contractual details have been clarified and all necessary information and documents (technical specifications, layout elements etc.) has been provided to Alessandri. Customer bears all costs arising from repetition or modification of work(s)/services or delay in delivery which results from incorrectness, incompleteness or later change of information/documents provided to Alessandri. Alessandri is entitled at their own discretion to carry out services themselves or to entrust third parties with the execution.

4. Deadlines and Dates

Dates or deadlines for the provision of services are only binding for Alessandri if they have been expressly agreed upon in writing as a "fixed deadline" in the offer on which the order is based. Non-compliance with a "fixed deadline" is to be regarded as a default in performance only if Customer has, in writing, informed Alessandri of the delay and has set a grace period of at least 14 days. Alessandri is not liable for delays that fall within Customer's responsibility or are based on a delay of third party service providers. The same applies to unforeseeable or unavoidable events.

5. Withdrawal from Contract

Alessandri is particularly entitled to withdraw from the contract concluded if Customer does not meet their obligations for information, cooperation or payment in full or on time or if there is reasonable doubt about Customer's solvency or creditworthiness.

6. Fee

Alessandri is entitled to demand advance payment or payment on account as well as to issue interim invoices after the provision of partial services. Fees quoted by Alessandri are without guarantee (Sec. 1170a para. 2 of the Austrian Civil Code, "ABGB") and are net prices excluding VAT and expenses (travel, transport and material costs; license fees; external work for illustration, photography; etc.). As a compensation for the rights granted (copyrights, ancillary copyrights, trademark rights, design protection rights, etc.), Alessandri is entitled to charge a surcharge on the invoiced amount based on the scope of the rights granted (e.g. editing rights, exclusivity, quantitative or territorial restrictions, etc.). If it is foreseeable for Alessandri that the actual costs will exceed the written estimate by more than 15%, Alessandri will inform Customer accordingly. The cost overrun is deemed to be approved by Customer if they do not object in writing within three days of Alessandri's notification and at the same time Customer proposes more cost-effective alternatives.

7. Payment

Unless otherwise agreed in writing in individual cases, Customer owes 50% of the agreed order volume to Alessandri without deduction within 7 days of invoicing upon acceptance of the order. The remaining fee is to be paid to Alessandri without deduction within 7 days of invoicing after acceptance of the work(s) by Customer. If a written reminder is

sent in the event of default, Alessandri is entitled to a dunning fee of 5% of the outstanding invoice amount. In the event of a delay in payment by Customer, Alessandri can demand immediate payment of all services and partial services provided within the scope of other contracts concluded with Customer. Alessandri is entitled to suspend the provision of services for the period of default. Customer is not entitled to offset his own claims against claims of Alessandri, unless Customer's claim has been established by a court. Customer is not entitled to retain payment.

8. Acceptance and Defects

Customer must check Alessandri's services and work(s) upon transmission and approve/accept them in writing within three days of receipt. In the absence of feedback within this period, they are deemed to have been accepted/approved by Customer without defects. Any defects must be reported by Customer in writing within this period and must be sufficiently described, documented and justified.

9. Defects Liability

The period for defects liability is 6 months. Shifting of burden of proof according to Sec. 924, 2nd sentence ABGB to Alessandri's detriment is excluded. In the event of a justified notification of defects, Alessandri will rectify the defects within a reasonable period of time. Customer must provide Alessandri with the necessary support to do so. Alessandri's liability is limited to intent and gross negligence and to the amount of the order value excluding expenses and VAT. Customer must prove the existence of intent or gross negligence. Customer is obliged to check the documents provided for the execution of the order (photos, logos, etc.) for any existing copyrights, trademark rights or other rights of third parties. Alessandri is not liable for an infringement of such rights. If a claim is made against Alessandri due to such an infringement of rights, Customer shall fully indemnify and hold Alessandri harmless.

10. Rights, Licenses, Accounting

All services of Alessandri as well as their individual parts, associated workpieces, drafts and originals, including access data, program documents, data and design templates remain the property of Alessandri and can be reclaimed from Customer at any time, in particular upon termination of the contractual relationship. Alessandri is not obliged to surrender them. Any modification/editing or further development by Customer or third parties working for Customer is prohibited. Alessandri's consent is required for any use beyond the original scope of use and Alessandri is entitled to separate remuneration for such extension of scope. Alessandri is entitled to demand suitable evidence of the type and scope of use of the work(s) as well as invoicing and evidence from Customer within a reasonable period of time. Alessandri is entitled to have Customer's invoicing checked by an expert if there is considerable doubt about its correctness. If this check results in a higher amount than the invoice, the costs of the audit are to be borne by Customer. Alessandri is entitled to use the work(s) of Alessandri created for Customer on all advertising media, in particular also on websites, for reference purposes and to refer to and link to the business relationship existing with Customer using their name and logo. Customer is not entitled to any remuneration for this.

11. Applicable Law, Place of Performance and Jurisdiction

The contractual relationship shall be governed exclusively by Austrian substantive law, excluding provisions governing the internationally applicable law and the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance is the registered office of Alessandri. The place of jurisdiction for all disputes arising between Customer and Alessandri is agreed to be the competent court for the 9th district of Vienna.

12. Final Provisions

Collateral agreements, reservations, amendments or addenda to these General Terms and Conditions must be made in writing to be valid; this also applies to any waiver of the written form requirement. Should individual provisions of these General Terms and Conditions be or become invalid or contain a loophole, this shall not affect the validity of the remaining provisions. The invalid or incomplete provision shall be replaced by a valid provision that comes closest to the economic purpose pursued by the contracting parties.