

## GENERAL TERMS AND CONDITIONS

### 1. SCOPE

- 1.1. These General Terms and Conditions (AGB) are applicable to future as well as existing business relationships between Publishing Deluxe Holding GmbH (hereinafter referred to as »PDH«) and the advertisers and advertising agencies (hereinafter referred to as »Customer «).
- 1.2. Customers include natural and legal entities, which want to propagate the products marketed by them in magazines and on the Internet page of the PDH, using advertisement content (advertisements).

### 2. ORDER ALLOCATION

- 2.1. The AGB, the corresponding valid advertising rate list (tariffs / mediakit) and the order confirmation are relevant for the order.
- 2.2. Once PDH gives a written confirmation to the customer, the orders for advertisements or supplements become legally binding.
- 2.3. Advertisement orders must be processed latest within one year after the order is allocated. In case of any discrepancy, they will be published in the next edition.
- 2.4. No guarantee can be given that the advertisements will be included in any specific editions.
- 2.5. Unless any action-based time constraints prevail, the discounts mentioned in the advertising rate list shall be granted only for the advertisements appearing within one calendar year. The term begins when the first edition is circulated.
- 2.6. The customer is solely responsible for the contents, form and legal admissibility of the advertisements, including the declaration of copyrights, trademark rights and personal rights in particular. It is not mandatory for PDH to check advertisements for their contents, form or legal admissibility. If any third party raises a claim, the customer shall indemnify PDH and hold it completely harmless.
- 2.7. If the meaning of the advertisement changes considerably because of some mistake on part of PDH or if the impact of the advertisement may be hampered, the customer has the right to claim a reduction in price or a substitute advertisement if the advertisement printed is illegible, incorrect or incomplete. Any other liability on part of PDH, of any type whatsoever, particularly if the ad does not appear, is excluded.
- 2.8. In the event of industrial problems or interruptions because of acts of God, PDH shall have the right to claim complete payment for the published advertisements.
- 2.9. Text advertisements etc., which cannot be immediately identified as ads because of their editorial design, will be marked.
- 2.10. PDH reserves the right to reject the publishing of the advertisements without giving any reasons for the same. Under such circumstances, any claims raised against PDH will be excluded.
- 2.11. PDH particularly reserves the right to refuse to publish advertisements that the Austrian Advertising Council has objected to. This shall also indicate a sudden stop in the ongoing advertisement campaign. PDH can refuse to accept advertisement orders on this ground and withdraw from the orders that it has accepted and are legally binding.

### 3. PRINT DOCUMENTS

- 3.1. It is the customer's duty to provide the print documents on time. Advertisement texts and graphics must be made available latest by the specified closing date. A colour-accurate sample must be delivered for every page. In the event of a delayed delivery, PDH is entitled to use the customer's original material, which it has at its disposal. However, PDH reserves the right to include the advertisement in the next edition.
- 3.2. Test prints will be made available only if the customer expressly requests for the same. The costs for the same shall be borne by the customer. If these are not returned on time, it shall be assumed that the test prints have been approved for printing.
- 3.3. The obligation to preserve the print documents ends at the end of 3 months after the advertisement has appeared.
- 3.4. If any major changes are made to the originally agreed designs, the customer shall bear the cost for the same.
- 3.5. The customer shall make available absolutely fault-free print documents corresponding to the specifications. If any defects in the print documents are not immediately identifiable, but are detected only after the first printing process, the customer shall not have any right to claim a substitute insert. It is not mandatory for PDH to inspect the print documents for completeness and correctness.
- 3.6. Advertisements, which exceed the agreed size because of their layout or text and/or sentence specifications given by the customer, will be invoiced as per their actual size, unless a consultation with the customer has not been possible on grounds, which lie outside the power of influence of PDH.
- 3.7. Complaints must be brought to the notice of PDH within 14 days after the receipt of the invoice.
- 3.8. PDH shall not assume the liability for transcription errors.
- 3.9. It is not mandatory for PDH to check whether the customer has the access to all rights for the duplication of the print

documents (of any type whatsoever), for processing or modifying the order accordingly or for using it otherwise in the given manner. The customer declares that he has all the rights against third parties, which are required for the execution of the order and shall indemnify PDH and hold it completely harmless if any third party raises a claim.

- 3.10. The customer shall compensate PDH against all the costs and penalties incurred by PDH, if any, in a judicial plea and shall pay for possible appeals based on the advertisement rate. The customer shall further indemnify PDH and hold it harmless with respect to all the miscellaneous steps pertaining to the competition law, which PDH may have to take because of the insert.
- 3.11. The corresponding applicable production conditions shall be applicable to the order placed.
- 3.12. If appropriate print documents are provided, PDH shall guarantee that the advertisement is reproduced without any technical printing errors. Slight colour tone deviations are peculiar features of the printing process and shall not be entitled to any compensation claims.
- 3.13. Technical deviations are possible during the printing process because of the mechanical procedure; up to 3% deviations in the overall edition are not eligible for reclamation and shall not exempt the customer from the payment obligation.

#### 4. PLACEMENT

- 4.1. Agreements pertaining to the placement can only be made for the corresponding next edition and shall be binding only if the placement surcharge, which is included in the advertisement rate is paid. If not, PDH will endeavour to fulfil this requirement, but it will not be legally binding on PDH to do so.
- 4.2. The exclusion of competitors cannot be agreed upon.

#### 5. PAYMENT AND CANCELLATION CONDITIONS

- 5.1. After the advertisement appears, the customer shall receive a specimen copy free of cost.
- 5.2. Payment should be made within 7 days after invoicing. Before the execution of the order and also during the term of the advertisement, PDH is entitled to take decisions regarding the appearance of the next advertisement/s depending upon the advance payment of the amount and/or upon the settlement of outstanding invoice amounts.
- 5.3. Discounts can either be considered at the time of invoicing or credited after the expiry of the calendar year. The selected mode cannot be changed within one calendar year. Discount calculations should be requested in writing latest by 31st March of the following year.
- 5.4. Costs incurred as a result of changes to the originally agreed design and/or print documents must be reimbursed separately by the customer.
- 5.5. No drafts will be accepted.
- 5.6. Invoices are payable at Vienna (place of fulfilment is Vienna).
- 5.7. Complaints or claims pertaining to the invoice will be taken into account only within 14 days after the date of issuance of the invoice.
- 5.8. In the event of default or deferment of payment and reclamation due to unjustified rebates, a default interest of 12% as well as collection costs will be calculated.
- 5.9. In the event of cancellation of an order, a cancellation fee amounting to 50% of the ad value will be invoiced. If the order is cancelled after the closing date of the advertisement or if the print documents do not arrive on time, the complete price for the agreed advertisement will be invoiced.

#### 6. PLACE OF FULFILMENT, LEGAL DOMICILE, CHOICE OF LAW

- 6.1. The place of fulfilment is Vienna, Austria.
- 6.2. All disputes arising out of the contractual relationship as well as from all other agreements pertaining to this contract shall be settled in the Court at Vienna. The exclusive jurisdiction of the Industrial Court of Vienna is considered as agreed.
- 6.3. The contract shall be exclusively governed by the Austrian Law. The application of the UN Sales Convention shall be excluded.

#### 7. SEVERABILITY CLAUSE

If individual clauses of these AGB or the contract become ineffective or inexecutable, this shall not affect the validity of the remaining clauses. In that case, the ineffective or inexecutable clause shall be replaced with a regulation, which comes closest to the purpose intended by the parties to the contract at the time of settlement upon that corresponding clause. The same applies to any loopholes in the contract.

## 8. LICENSE AGREEMENT ON IMAGE RIGHTS

### 8.1. Preamble

The purpose of the license agreement on image rights (of the »contract «) is to grant the Publishing Deluxe Holding GmbH (the »PDH«) the essential usage rights on the image rights and also to make available the actual images (analogue and digital). Image material includes the images and records that are the object of the contract, upon which the image author of the image has a copyright and which are attached or described in detail in Annex ./1 (along with specifications such as the date, time and place of creation). The author of the image declares that he is the sole owner of all the unlimited rights on the image, that he has the usage rights to the image at his disposal and is free of third-party rights. He will not make any free dispositions that are contrary to the contract. The author of the image shall ensure that the persons in the images have approved the publishing of these images, unless such an approval is not necessary. If any third party raises a claim, the author of the image shall indemnify PDH and hold it completely harmless.

### 8.2. Usage and provision

The author of the image shall grant the usage rights to PDH to the following extent:

#### **Granting of an exclusive unlimited usage right:**

The author of the image shall grant PDH the exclusive right, unlimited by time and location, to use the images in every possible manner.

#### **Granting of a simple unlimited usage right:**

The author of the image shall grant PDH the simple right, unlimited by time and location, to use the images in any manner in any media, printing media such as digital media, including the Internet.

PDH is not allowed to transfer the usage rights to any third party.

#### **Granting of an exclusive usage right limited with respect to the content:**

The author of the image shall grant PDH the exclusive right, unlimited by time, to use the images extensively. The usage right applies to the print as well as Internet version of the edition.

If no selection is made, an exclusive usage right, unlimited by time and location is considered as agreed for the images. Within the scope of the agreed usage right, PDH is entitled to create duplicates of the images, make presentations using them, save and transfer them electronically as well as present them on the Internet and even elsewhere. The author of the image shall make available the actual image within 14 days after the conclusion of the contract in analogue form (photographs, slides) by delivering them to PDH and also in digital form with a resolution of at least 300dpi on the corresponding e-mail address or the corresponding FTP server. Unless specified otherwise by the author of the image, it is assumed that he agrees to the use of the images even in any form other than original, e.g. as a collage, black / white extracts, changed in shape or size or even in parts. Naturally, PDH will ensure that the quality of images is maintained. The author of the image shall abstain from being called the author of his images. PDH is entitled to prosecute copyright violations and other violations of rights on the images in an extra-judicial as well as judicial manner.

## 9. FINAL CLAUSES

- 9.1. Any possible General Business Conditions (AGB) of the customer are hereby expressly contradicted. Conditions other than these AGB shall also not be applicable if any reference is made to them in any manner.
- 9.2. The possibility of an acceptance of the business and delivery conditions of the customer by PDH by way of acts of fulfilment is ruled out.
- 9.3. Deviations in or amendments to these AGB shall become effective only if their applicability / validity is expressly agreed upon in writing.
- 9.4. All figures, data and facts are subject to print errors.