

1. Preamble

- 1.1. PROMOtainment Multimedia GmbH, hereinafter referred to as "Contractor", accepts, sells, rents, lends and delivers orders solely on the basis of these general terms and conditions. These terms and conditions below apply to all services performed by the contractor or a subcontractor named by them under this contract.
- 1.2. Verbally agreed changes or additions to this contract are only effective if they have been confirmed in writing by the contractor.
- 1.3. Terms and conditions of the client are expressly excluded for the legal transaction and the entire business relationship.
- 1.4. The purchase contract is concluded if the contractor either sends a written order confirmation or delivers the ordered items within the acceptance period.
- 1.5. Offers are always non-binding.

2. Delivery

- 2.1. Delivery is at the expense and risk of the client.
- 2.2. Partial deliveries are possible.
- 2.3. Complaints resulting from transport damage must be submitted in writing by the customer immediately after receipt of the goods by the transport company and contractor, but no later than within 8 days.
- 2.4. Retention measures and storage costs, which become necessary for reasons that lie within the sphere of the client, are at the expense of the client and are considered delivery.
- 2.5. Objectively justified and appropriate changes of the performance and delivery obligation of the contractor, in particular adequate delivery time overruns, are considered by the client to be approved in advance.
- 2.6. Announced delivery dates are deemed to have been estimated as approximate, unless a fixed amount has been agreed. Force majeure or other unforeseen obstacles in the influence of the contractor or its subcontractors release the contractor from the adherence to the agreed delivery time.
- 2.7. Operating and traffic disruption and improper delivery by subcontractors shall also be deemed to be force majeure and finally exempt the contractor from the obligation to deliver for the duration of the obstruction or at the discretion of the contractor, without the client being entitled to any claims due to the resignation of the contractor.
- 2.8. The contract may include the design of a software deployment, the inventory of the existing software system, the creation of a requirement concept for the future software system, the implementation of the requirement concept in functional specifications, project management, the creation of custom software, the sale of software and hardware, the training and conversion support, software maintenance and development, transfer and copyrights and relatives' rights, production of storage media, online operation, online support, patch operation, database administration, WAN (Wide Area Network) support, LAN (Local Area Network) support and other services.
- 2.9. The basis for the creation of individual programs is the written description of services, which the contractor prepares on the basis of the

documents and information made available to him, or is prepared by the client.

- 2.10. If the specified delivery date is exceeded by more than 30 days, the customer is entitled to rescind the contract after setting a further grace period of at least 90 days by registered letter. The contractor can also withdraw if the delivery becomes impossible due to force majeure, labor disputes or other obstacles that are unavoidable by the contractor, such as transport interruptions or production stoppages. In both cases, the contractor is obliged to return the deposit without interest.
- 11.2. The contractor is free to select the type of shipment of the goods and the means of transport.
- 12.2. Place of fulfilment for delivery and payment is the place of business of the contractor.

3. Prices

- 3.1. Unless stated separately, the prices are exclusive of transport, insurance and installation costs and do not include VAT. These costs will be charged additionally to the client. A shipment of program carriers, documentation and performance descriptions is at the expense and risk of the client. In addition, the customer's desired training and instructions will be charged separately. Insurances are available only at the request of the client.
- 3.2. The calculation of prices is in Euro (EUR).
- 3.3. For the calculation of the prices, the prices valid on the day of delivery are decisive.
- 3.4. The contractor is entitled to adapt the respective price list to changing market conditions to a maximum of one time per quarter. In the case of price increases that significantly exceed the regular increase in the cost of living according to the consumer price index, the customer is entitled to a right of termination. This is communicated to them by the provider in these cases in written form.

4. Payment

- 4.1. The invoicing takes place as soon as possible after delivery.
- 4.2. Payments are due after invoicing without any deduction or fees. For partial invoices, the terms of payment specified for the entire order apply analogously.
- 4.3. For orders involving several units, the contractor is entitled to invoice for each unit or service after delivery.
- 4.4. The customer is not entitled to withhold payments due to incomplete delivery, warranty or warranty claims or complaints.
- 4.5. Payments received by the contractor are first compounded by compound interest, interest and ancillary charges, pre-litigation costs such as attorney and collection agency fees, and then outgoing capital, beginning with the oldest debt.
- 4.6. In the event of default in payment, the contractor shall be entitled to charge default interest of EUR 10 per reminder in addition to the calculation of default interest to the extent customary in banking. Failure to comply with two installments in the case of installment payments shall

entitle the contractor to enter into the deadline and to make any necessary acceptances due.

4.7. The return of a due direct debit entitles the contractor to set off expenses to the amount of EUR 10 plus the remaining interest and costs.

5. Ownership

5.1. The delivered goods remain the property of the contractor until the remainder of the payment (including interest and costs). For this time, the client has to provide for the proper maintenance (and repair) at their expense. Pledges or chattel mortgages before complete payment are considered excluded.

5.2. If the client does not duly fulfil their obligations under the contract, the contractor is entitled at any time to retrieve their property at the expense of the client, to whose surrender the client commits themselves.

5.3. The client is obliged to save the proceeds obtained in such a way separately and to remit immediately to the contractor.

5.4. If the goods are seized or confiscated, the client undertakes to inform the contractor within three days and to provide the contractor with all information necessary to enforce the ownership right.

5.5. If third parties access the goods subject to retention of title by the contractor or assert claims, the client undertakes to point out that these goods are the property of the contractor.

5.6. The assertion of the retention of title is only a withdrawal from the contract, if it is expressly declared.

6. Transfer of claims

6.1. In the event of delivery under retention of title, the client hereby assigns to the contractor their claims against third parties, insofar as these arise through the sale or processing of our goods, until the final payment of our claims on account of payment. The client has to name their contractors upon request and to inform them in time of the assignment. The assignment is to be made visible in the business books, delivery notes, invoices, etc. to the customer.

6.2. If the client is in arrears with their payments to the contractor, incoming sales proceeds are to be segregated from. Any claims against an insurer have already been assigned to the contractor within the limits of § 15 of the Insurance Act.

6.3. Claims against the contractor may not be assigned by the client without their express consent.

7. Quotation

7.1. The estimate is made to the best of our knowledge, but no guarantee can be given for its accuracy.

7.2. All offers are subject to change. The costs for the reimbursement of a cost estimate, if they occur, will be charged to the client. A fee paid for the estimate will be credited if an order is placed on the basis of this estimate.

8. Dunning and collection charges

8.1. In the event of late payment, the client is obliged to refund to the contractor all pre-trial costs incurred by him, such as attorney's fees and costs of debt collection agencies.

8.2. If the contractor operates the dunning system themselves, the client commits themselves to pay an amount of EUR 40 plus any other interest and costs incurred, per reminder.

8.3. In addition, the customer shall compensate for any further damage, in particular also the damage resulting from the fact that due to non-payment correspondingly higher interest accrues on any credit accounts of the contractor, regardless of the fault of late payment.

9. Warranty, guarantee and liability

9.1. If a defect occurs in the delivered goods, the client may at first demand only the improvement or replacement of the goods, unless the improvement or replacement is impossible, or if a disproportionately high amount for the contractor compared to the other remedy effort would be involved. Whether this is the case also depends on the value of the defect-free goods, the severity of the defect and the inconvenience associated with the other remedy for the transferee. The contractor undertakes to carry out the improvement or replacement after delivery of the goods by the customer within a reasonable period.

9.2. If both the improvement and the replacement are impossible or involve a disproportionate effort for the contractor, the client has the right to a price reduction or, if it is not a minor defect, the right to conversion. The same applies if the contractor refuses to improve or exchange the goods or fails to do so within a reasonable period of time, if these remedies entail considerable inconvenience to the customer and if they are unreasonable for good reasons attributable to the contractor.

9.3. The principal must assert their right to warranty for immovable property within six months.

9.4. Excluded from the warranty are used assets, wearing parts and accessories (such as storage mediums, daisy-wheels, etc.), as well as repairs due to unauthorized interference by third parties. If the contractual objects are used in connection with devices and / or programs of third parties, there is a only warranty for functional and performance defects of the contractual objects if such defects also occur without such a connection.

9.5. In addition to the warranty, additional warranty services may be ordered. These terms and conditions also apply to these services. In the event of such a warranty, the contractor declares that this guarantee does not restrict the customer's warranty rights. For some of our products, the manufacturer provides on-site service over a period of time. In this case, the manufacturer enters into the guarantee of the contractor and the processing takes place directly via the manufacturer or its service provider.

9.6. If the contractor is to treat a material defect of the software program, the client is obliged to examine the computer system, software program, protocols, diagnostic documents and data that are used by them for testing during normal working hours free of charge and to assist the contractor.

9.7. The contractor accepts no liability whatsoever for data loss and lost profit of the customer. The warranty does not cover the elimination of errors caused by external influences or operating errors, or the operation

of the contract goods together with such devices or programs whose compatibility the contractor has not expressly promised in writing. The assignment of warranty claims, claims for damages and the like is inadmissible.

10. Withdrawal

10.1. In case of default in acceptance or other important reasons, such as in particular bankruptcy of the client or bankruptcy for lack of assets, as well as default of payment of the customer, the contractor is entitled to withdraw from the contract, if it is not fully met by both sides.

10.2. In the event of late payment by the client, the contractor is released from all further performance and delivery obligations.

10.3. If the client, without being entitled to resign, loses or desires termination of the contract, the contractor may choose to insist on the fulfilment of the contract or to agree to the cancellation of the contract with a cancellation fee equal to twenty percent of the contract value.

10.4. In the event of early termination or termination of service contracts, a possibly higher list price will be charged for the fulfilment of the contract duration.

10.5. Extraordinary right of termination: Within 30 days, the contractor has the right to return the MP3 Center (music service) without giving any reason.

11. Offsetting

11.1. An offsetting of alleged counterclaims of the client against claims of the contractor is excluded, unless this counterclaim has been determined by the court or recognized in writing by the contractor.

12. Force majeure

12.1. Force majeure or other unforeseen obstacles in the contractor's sphere release them from the obligation to comply with the agreed obligations. Operating and traffic disruptions in the area of the client shall also be deemed to be force majeure and exempt the contractor from the service to be performed for the duration of the hindrance without the purchaser being entitled to any price reduction.

12.2. For damage and loss of rented or loaned objects, whether in debt or in default, the client is liable. They undertake to take out insurance or to check the scope of coverage of any company insurance policies and, if necessary, to extend this coverage.

13. Copyright, ancillary copyright and use

13.1. The contractor or its licensor remains the owner of all copyright and ancillary copyright in the software / database including the related documents. This also applies if the client modifies the software with the consent of the provider, processes it or connects it with other software. By the present contract, the client is merely acquiring a work license.

13.2. Existing markings, copyright notices or proprietary notices of the provider may not be removed or changed by the client.

13.3. The software is only intended for the client's own use. The client receives exclusively the right to use the software after payment of the agreed fee exclusively for their own purposes, only for the hardware

specified in the contract to the extent of the acquired number of licenses for simultaneous use in several workplaces.

13.4. From the takeover of the music system, the customer's royalty fee contract is to be extended by the copying surcharge in the respective valid amount, unless the current contract already contains this surcharge.

13.5. Any use of the licensed storage media for purposes other than performance (in particular broadcasting, online or offline distribution, rental, rental, sale) and the making of copies for archive and data backup purposes shall be prohibited.

14. Preparation of the site

14.1. The client has to provide a space corresponding to the specifications of the contractor with a power connection in a timely manner before the delivery of the item, at their own expense. The contractor will assist on request of the client by expert advice against reimbursement of costs to properly prepare the place of installation.

14.2. In addition, the client must also check the suitability of the transport routes from the entrance to the site and, if necessary provide them at their expense. The installation and storage conditions must be observed.

15. Product liability

15.1. Recourse claims within the meaning of § 12 Product Liability Act are excluded, unless the person entitled to recourse proves that the error was caused in the influence of the contractor and at least caused gross negligence. For used assets, no safety expectations can be made, so that a replacement obligation for property damage by companies is excluded.

16. Jurisdiction and applicable law

16.1. The court of jurisdiction is the competent court for 1010 Vienna. The contracting parties agree exclusively on Austrian substantive law, excluding reference standards, to other legal systems. The applicability of the UN Sales Convention is expressly excluded.

17. Privacy and address change

17.1. The client grants their consent that the personal data contained in the purchase contract can be automatically stored and processed by the contractor in fulfilment of the contract.

17.2. The client is obliged to notify the contractor of changes in their residential or business address, as long as the contractual transaction is not completely mutually fulfilled. If the message is omitted, explanations shall be deemed to have been received even if they are sent to the last known address.

18. Final provisions

18.1. If individual provisions of these terms and conditions are or become invalid or ineffective, this shall not affect the validity of the remaining provisions.