

General Terms & Conditions of Maillog Richter & Weiner Ges.mbH

1. Scope • The following Terms & Conditions apply to all contracts, transactions, actions and services arranged with us to the extent that no other terms were expressly arranged in writing and signed by both contract parties. • These Terms & Conditions also apply to the completion of future transactions with the customer. • Discrepant conditions from the customer are non-binding on our part and are expressly considered as non-contractual, even if we do not expressly object to them.

2. General • We are a combination shipping/direct marketing company. Accordingly, our range of services does not just include post and shipping services, but also creative services, lettershop, and marketing consultation. • With regard to transportation to be provided, we are simply intermediaries who select shippers and deliverers with the careful attention of a businessperson and assign to them the provision of delivery services. This means that the conclusion and fulfillment of the shipping contract is carried out exclusively with/through said shippers/deliverers. • Moreover, we provide the following services in the context of the post and shipping sector: Acceptance of the shipment from the sender, further processing in accordance with the applicable postal regulations, all typical preliminary postal work and the transfer to a company that we have commissioned to take further action in accordance with the contract.

3. Offers • Our offers are only binding in written form. If not otherwise stipulated in the order, the duration of validity is 14 days from the date of issuance. • Cost estimates are non-binding to the extent they are not expressly designated as such. • Oral offers are subject to change without notice and do not constitute an obligation on our part to provide services. • In the event of discrepancies between our offer and the customer's order confirmation, only the text in our offer is applicable; any possible deviations will in no way be considered part of the content of the contract.

4. Payment conditions • Our prices are based on the relevant offer or on our order confirmation; prices are net and do not include VAT. Costs for additional services such as insurance, money collection upon delivery to recipient, etc., are not included and are billed separately. The costs of a return - for any reason whatsoever - are also not included and are billed separately to the customer. • In the event of price increases that occur between the time the offer is made and the time at which our services are rendered and which exceed 5% - even for just one of the services rendered - we have the right to adjust our prices by an equal amount. • Invoices are due net within 14 days after the invoice date. Agreements regarding discounts, de facto deductions or other rebates are not accepted or allowed. • In the event of payment delay, default charges in the amount of 10% per year are stipulated. Any reminder fees and intervention costs are billed separately. • Any setoff on the part of the customer to our claims and any form of withholding is precluded if we do not expressly consent in writing on a case-by-case basis. • Arranged partial payments and installment payments must be transferred to our account in the full amount in such a way that a credit entry can be made no later than three workdays prior to the first shipment date. • With regard to non-cash payments, the relevant payment date is the date the payment becomes available on our account.

5. Shipping/delivery • A delivery date that has been arranged or consented to only serves as a non-binding notification if a fixed date has not been expressly stipulated in writing. Accordingly, we do not assume any liability for deviations between the actual delivery date and the estimated delivery date. • With regard to fixed dates, we are only liable for delivery delays in the event of willful intent and gross negligence, and only in the context of the following Point 6. • We reserve the right to choose the shipping method, and the customer gives his consent in advance. • We reserve the right to only render services when advance payment is received or with guarantee of the entire invoice amount; said guarantees/sureties must be provided within seven days from the time the request was made. In the event that the deadline is not met, we have the right to withdraw from the contract without further request for payment and without allowing for an extension; we also have the right to assert a claim against the customer for full compensation for the damages incurred.

6. Liability • The customer is obligated to check a received shipment for external damages immediately upon receipt and if applicable to immediately submit a notification of claim to the shipping company. • If the customer foregoes the inspection and/or notification of claim, the delivery is considered accepted; in such cases, we are no longer liable for damages or any warranty should such liability arise. If the defect/damage is not immediately recognizable during a careful inspection, the customer must inform us immediately after first noticing the defect/damages or the effects thereof. The delivery is also deemed accepted at the end of a two-week period that starts on the date of receipt, at which point the period during which any claims can be made in the context of the warranty or compensation for damages also expires. • With regard to the warranty, currently the customer only has the right to improvement and/or additional shipping of the missing/damaged item and/or - if we so choose - replacement delivery. A price reduction, replacement or conversion is only available to the customer if two attempts are made to make the improvements and fail; the customer must also ensure that each of the grace periods for said

improvements are sufficiently long. • If not otherwise stipulated otherwise below, our liability is determined in accordance with the agreement on international road transport (CMR). In terms of our liability, Articles 3 and 17 - 29 ("Chapter IV") are relevant; with regard to the customer's liability, Articles 7 and 10 are relevant, and Articles 30 - 33 ("Chapter V") are relevant for the implementation of the customer's claims. If said agreement is not applicable due to the fact that no borders are crossed, the use of the abovementioned articles in the contractual relationship with the customer is expressly agreed upon. • Our liability for any type of customer damages is precluded if there is no willful intent or gross negligence. In such cases, any possible obligation on our part to pay damages is limited to the amount of EUR 1,000 - and to the relevant time value of the good. Liability for people and helpers is also precluded in the largest possible legally permissible amount, at least to the same extent as for one's own actions. • We surrender any claims against commissioned companies to which we are entitled as a result of damage, loss or delay in shipment to the customer upon request and support the customer to a reasonable extent - but without any type of cost sharing - in terms of implementing said claims. • If the customer provides any type of materials, in particular data or information, the customer is liable for the proper quality and suitability of the material for the intended purpose (in particular shipping and transport suitability) and for ensuring that the materials are not hazardous or dangerous goods as defined by national and international legal postal regulations. The obligation to notify about defects according to § 1118a of the ABGB is expressly precluded for materials provided in this manner. • If the material provided by the customer is not transferred to us at the arranged time or the time that arises as a result of the nature of the order or the performance date, any warranty, compensation for damages or liability is precluded for any consequences that arise as a result of the delay. Should third parties assert claims against us as a result, the customer is obligated to indemnify and hold us harmless with regard to legal proceedings and claims. • Furthermore, the customer is obligated to check for possible violations of third-party rights to the material and the intangible items provided such as texts, photos, graphics, etc., and if applicable to obtain permission from the right holder. To customer is liable to us for any and all damages we face as a result of the violation of third-party rights, including loss of profit and consequential damage, and is obligated to indemnify and hold us harmless with regard to legal proceedings and claims.

7. Performance • Our company's headquarters are the sole place of performance for all reciprocal claims and services between us and the customer. • Our services are considered rendered as soon as we have completed our preparatory work and the good given to us by the customer has been transferred to a company we have commissioned to take further action in accordance with the contract. Our obligations are then satisfied, and we are entitled to full compensation if an earlier time has not been contractually stipulated. • The services provided by the company we commission are considered rendered as soon as said company has provided said services at the stipulated location or had third parties it has hired for us do so, or if such action is not possible as a result of circumstances in the customer's sphere of influence, e.g. absence or rejection. In such cases, all obligations on the part of the commissioned company are considered fulfilled, and the customer assumes all risk.

8. Intangible property rights • All of our employees' creative services are our exclusive intellectual property; we retain all corresponding copyright and proprietary rights. The customer is only given a non-transferrable usage right to the extent required to fulfill our order. • In the event that our intangible property rights are violated, a penalty not subject to the judicial right of reduction is stipulated for the duration of the violation in the amount of EUR 10,000 per day - but no less than EUR 50,000 per individual case.

9. Applicable law • For all legal relationships and claims between us and the customer, only Austrian substantive law and Austrian procedural law apply - without prejudice to the explanations provided in Chapter 6 regarding the applicability of the CMR; to the extent legally permissible, this is to the exclusion of bilateral and multilateral agreements, the United Nations Convention on Contracts for the International Sale of Goods, and European Community Law. If all the corresponding requirements are met, the Warsaw agreement still applies. • If we provide our own transport services, then the version of the General Austrian Transport Requirements (Allgemeine Österreichische Speditionsbedingungen, AÖSp) valid at the time the contract is concluded is expressly stipulated as an integral part of the contract - to the extent that they do not conflict with these Terms & Conditions or an individual contract.

10. Place of jurisdiction • Depending on competence and jurisdiction, either the local jurisdiction of the Mödling district court or the relevant courts of first instance in Vienna are recognized as the sole place of jurisdiction for all legal disputes between us and the customer.

11. Severability clause • Should one or more clauses in these Terms & Conditions be or become invalid and/or violate mandatory law, the validity and applicability of the remaining clauses is not affected, and the remaining clauses remain valid and binding. The completely or partially invalid clause will be replaced by a clause whose economic success comes as close as possible to that of the invalid clause.