

GENERAL TERMS AND CONDITIONS

(as per September 2018)

I. SCOPE OF APPLICATION

1. The following General Terms and Conditions shall apply to all business relationships between ARIAN GmbH, Wünschendorf 160, 8200 Gleisdorf, Austria (hereafter: ARIAN) and their Customers. In each case, the valid version at the time of the conclusion of the contract is binding.
2. The term "Customer" includes consumers in the sense of the consumer protection law (Konsumentenschutzgesetz - KSchG) as well as business owners. If necessary, consumers and business owners shall be referred to separately below; otherwise the provisions apply to all Customers.
3. Our offers, deliveries, services, contracts and all other agreements are made exclusively within the provisions of these General Terms and Conditions. The validity of our General Terms and Conditions constitutes an essential and fundamental prerequisite for the conclusion of a legal transaction with us. Our General Terms and Conditions shall be valid even if we do not expressly refer to them in the context of an ongoing business relationship in subsequent contracts.
4. The validity of General Terms and Conditions of the Customer is expressly excluded. Conflicting or deviating conditions of the Customer will in no way become part of the contract.
5. Transactions with consumers shall be subject to the provisions of the Consumer Protection Act (KSchG), in-sofar as mandatory provisions thereof deviate from our General Terms and Conditions.

II. CONCLUSION OF CONTRACT

1. Our offers and quotations are subject to change and without obligation.
2. A contract shall be considered concluded only with our confirmation in writing. We reserve the right to refuse the acceptance of an order, for example, after checking the creditworthiness of the Customer. The acknowledgment of receipt of an order does not represent a binding acceptance of the order.
3. We may legitimately assume that our Customer representatives have the necessary power of attorney and the power of representation to be able to conclude the respective transactions, and to make and to receive legal declarations of all kinds.
4. Employees of ARIAN who do not hold a procurator registered in the Austrian Commercial Register are not entitled to agree to terms deviating from these General Terms and Conditions. Such agreements shall not be binding, unless the Customer has received written authorization signed by a managing director of ARIAN.

III. CHANGE REQUESTS

1. Subsequent changes and/or additions to a confirmed order shall only be valid if ARIAN has confirmed them in writing.
2. In case of complaint, the Customer shall notify ARIAN immediately in writing of any deviations of our order confirmation from a quotation or an order, and no later than within two days, otherwise the content of our order confirmation applies.
3. Subsequent changes at the instigation of the Customer (for example also in the context of the so-called author correction), including the resulting machine downtime, shall be charged to the Customer at the appropriate rate.

4. Costs for designs, proofs, patterns, final artwork and all other special requests are not included in the standard product prices and shall be charged to the Customer separately.
5. If the order is not executed, all samples, designs, drafts, plans, drawings and other objects produced in the preparation of the order and sent to the Customer shall be returned to ARIAN in their entirety and unchanged without undue delay, and at the latest within 14 days. Any use, transmission or imitation of these objects, as well as their reproduction or copying is not permitted. The Customer shall have no rights of use for these objects; all industrial and intellectual property rights remain with ARIAN. The Customer is liable to ARIAN for any damage resulting from the prohibited use of these objects including negligence, and is liable for the loss of profits.
6. The Customer shall bear the risk and costs of data transmissions initiated by them (eg via the Internet). ARIAN assume no liability for transmission errors.

IV. PRICES

1. The prices stated in our offers and order confirmations are subject to the condition that the underlying order data remains unchanged. Stated prices are net, plus the legally valid value added tax (VAT).
2. Our prices are ex works (EXW Incoterms 2010). They do not include freight, postage, insurance and other shipping costs.
3. Unless otherwise specified in the offer, the prices for all order-related materials such as printing materials (paper, cardboard, wood, plastics, metal, etc.), printing equipment (films, repro, plates, cutting dies, etc.) and bookbinding materials, as well as all special sales costs (special packaging, etc.) are set daily, and may be adjusted to the respective price level at the time of production.
4. Our prices include only simple packaging (wrapping) of products. Special packaging requested by the Customer (cardboard, carton, pallet, box, etc.), shall be charged separately to the Customer.
5. All deliveries and services shall be invoiced to the Customer on the day on which they are – even partially - delivered, stored or made ready for collection by the Customer.
6. In the case of subsequent changes in the calculation basis or the order specification, the final price invoiced to the Customer may deviate from the price stated on the offer / order / order confirmation.

V. TERMS OF PAYMENT

1. The invoiced amount (in accordance with the invoice and including VAT) is due for payment in full within 30 calendar days from the invoice date without any right to discount. Decisive for the timeliness is the crediting of the payment in our favor to our bank account.
2. If the due date depends on the completion of works or an acceptance date, and such date is delayed where the fault does not lie with ARIAN, then the invoice shall become due for payment on the originally planned date, regardless of the actual completion or acceptance, and at the latest 6 weeks after the notification of readiness for delivery.
3. Any pre-agreed discount shall only be applied to contractual products or services, but not to additional costs such as freight, postage, insurance, other shipping costs or the ARA license fee.

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4. Bills of exchange and cheques shall only be accepted by special agreement and on account, provided that the bank has confirmed the acceptance. The Customer shall bear any refinancing costs and expenses and shall pay such costs and expenses without undue delay. For the timely presentation, protest, notification and return of the bill of exchange in the event of non-payment, we accept liability only in the case of intent or gross negligence on our part or on the part of our agents working remotely.
5. The Customer agrees without exception that all payments made by him shall be allocated firstly to incidental charges and costs (such as collection fees), then to interest, and to the price of the sold goods and services last.
6. If the Customer refuses to accept delivery of or to collect the goods, despite notification of readiness for delivery, we reserve the right to issue the invoice immediately and the Customer shall be obliged to pay the invoiced amount within the agreed payment period.
7. Regardless of the agreed terms of payment, we reserve the right to deliver only against advance payment or presentation of a bank guarantee, if we become aware of circumstances that are likely to reduce the creditworthiness of the Customer.
8. In the case of the provision of large quantities of paper, cardboard or other materials, special materials or inputs, we may request that the relevant payment be made in advance.
9. We are not obliged to execute the order before receiving the pre-agreed advance payment. The Customer is responsible for any consequences arising from this (eg. delivery date is later than planned).
10. In the event that goods are to be delivered to a third country outside the European Union, we reserve the right to subsequently charge statutory value added tax if the Customer fails to comply with his obligation to duly export the goods.

VI. SET-OFF / RIGHT OF RETENTION

1. The consumer shall have a right to compensation in case of ARIAN's insolvency or for counterclaims which are legally connected with the liability of the consumer, or which have been judicially determined or acknowledged by us. Business owners have a right to compensation only if their counterclaims are legally binding and determined by a court, or acknowledged by us in writing.
2. Business owners are not entitled to withhold payment.
3. We are entitled to offset any claims made by the Customer (in particular to include claims resulting from rebate agreements).
4. We are entitled to a right of retention according to § 369 UGB (Austrian Commercial Code - Unternehmensgesetzbuch) for all submitted receipts, slides, clichés, films and reproductions, manuscripts, data storage, raw materials and other items until all due claims have been settled.

VII. DELAYED/DEFAULT PAYMENT

1. In the case of a payment default or a delay in the acceptance of delivery, we shall be entitled to charge default interest at a rate of 12 % per annum.
2. If the payment reminder system is operated by ourselves, the Customer shall pay a collection fee of € 20 for each reminder. In addition, the Customer shall compensate us for all reasonable legal fees, payment reminder and collection costs incurred during the legal process.

3. We shall be entitled to make all demands for payment due immediately if the Customer does not comply with the terms of payment or other circumstances become known which could affect the Customer's creditworthiness. In addition, we shall be entitled to withhold further deliveries and services and to suspend further work on current orders until full payment of all out-standing claims has been made.

VIII. DELIVERY TIME

1. The delivery times and dates stated in our order documents serve only as an indication and are always provisional and non-binding.
2. The delivery periods shall begin from the date of our order confirmation at the earliest, but not before the order has been agreed and all necessary documents and an agreed advance payment or guarantee has been provided by the Customer. Delivery times and dates are ex works. If the goods cannot be collected or dispatched in a timely manner and we are not at fault, the delivery periods and dates shall be deemed to have been met with our notification of delivery readiness.
3. The delivery time shall be suspended for the duration of the inspection of proofs, hard-proofs or reference samples sent by the Customer. An agreed delivery date shall be extended according to the length of the inspection period.
4. In the event of an agreed order modification, we shall be entitled to redefine the delivery periods or dates.
5. In the event of force majeure or other unforeseeable, extraordinary or involuntary circumstances (eg strike, machine breakage, lockout, lack of transport, official interventions, energy supply difficulties, supply bottlenecks in production, etc.), even if they occur with our suppliers or subcontractors, we reserve the right to postpone delivery or service in accordance with the duration of the hindrance plus a reasonable production lead time. If the delivery or service becomes impossible or unreasonable because of these circumstances, our obligation to perform the delivery or service shall cease. If the delivery or service delay lasts longer than two months, the Customer shall be entitled to withdraw from the contract. If the delivery time is extended or if we are released from our obligation to perform the delivery or service, or if the Customer withdraws from the contract after a delay of more than two months, the Customer shall not be entitled to a claim for damages.

IX. DELIVERY / ACCEPTANCE / RISK

1. All deliveries are ex works (EXW Incoterms 2010). If a delivery is commissioned on behalf of the Customer to a certain place of delivery as specified by the Customer, such delivery shall take place at the sole expense and risk of the Customer.
2. Transport insurance shall be provided only upon the timely written request and expense of the Customer.
3. Risk is transferred to the Customer as soon as the delivery has been handed over to the person carrying out the transport or when it leaves our warehouse for the purpose of dispatch. If delivery is delayed for reasons within the scope of the Customer, the risk shall pass to the Customer at the point that notification of readiness for delivery is given.
4. The Customer must immediately accept and take responsibility for the goods at delivery or when they are made ready for collection in accordance with the contract. If the Customer does not comply with this requirement, the delivery shall be deemed to have been made and all risk shall pass to the Customer.

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5. Excess and short deliveries shall be invoiced on a pro rata basis depending upon additional production costs (print run etc) with a deviation allowance of up to 5 % for straightforward orders and up to 10 % for more difficult or multi-colored work. In the case that materials have been provided, the tolerance rates of the supplier industry shall also be taken into account. For deliveries of customized products, the afore-mentioned percentages shall increase to 10 % and 20 % respectively.
6. In the event of default of acceptance of delivery by the Customer or in case of inability to deliver on account of force majeure or other unpredictable or extraordinary circumstances that have occurred and we were not at fault, ARIAN shall be entitled to store goods onsite or with a freight forwarder at the expense and risk of the Customer.
7. Partial deliveries are always permitted and must be accepted by the Customer.
8. Upon receipt of delivery, the Customer shall notify the freight carrier or other person responsible for delivery immediately and in writing of any obvious damage caused during transportation. Damage caused in transportation that is not immediately visible whilst items are still packaged must be reported to us, as well as to the freight carrier, transport company or other person authorized to carry out the transport, within 7 days from receipt of the goods, together with a detailed description of the damage including photographs of the damage. If the Customer fails to comply with this obligation within the prescribed time, any attempt to claim for damages or other claims related to the damaged delivery shall be rejected.

X. PENALTY CLAUSES

1. If a contractual penalty is agreed with the Customer, and delivery of goods is delayed as a result of late delivery of necessary purchased parts from our suppliers and where we are not at fault, the period of delivery agreed with our Customer shall be extended in accordance with the period of delivery delay from our supplier.
2. A penalty clause shall be deemed invalid if a pre-agreed advance payment or guarantee is not made by the Customer in good time or if a delay in delivery or performance of contractual services is caused by the Customer.

XI. ERRORS IN TEXT AND PRINTING

1. Textual errors shall be corrected free of charge if they occur as a result of our work.
2. Changes to the print template or the order will be charged to the Customer according to the costs incurred (author, correction).
3. No liability for accuracy will be accepted by ARIAN as a result of changes made by telephone, e-mail or fax.
4. Proofs will only be submitted at the express request of the Customer.
5. We reserve the right to submit proof copies and release samples to the Customer for their mandatory approval. The customer shall provide written, formal approval of proofs and samples at our request.
6. We reserve the right to set a reasonable deadline of 24 hours from the date of provision of the proof for correction or release by the Customer. In urgent cases, this period may be shortened. We have the option to either insist on the release or to automatically accept the expiration of the deadline. We will

inform the Customer of the need for release and the respective deadline, together with the provision of the proof. If we insist on the Customer's express release, a delayed release will extend our delivery period accordingly.

7. In the event that the Customer fails to submit a proof or release, we shall accept liability only for mistakes in the print version if there is gross negligence on our part.
8. We assume no liability for the orthographic correctness of printed text. The obligation to alert the Customer in the case of obvious spelling mistakes is expressly excluded and waived by the Customer.

XII. WARRANTY / DAMAGES / LIABILITY

1. With regards to business owners, statutory warranty obligations (gesetzliche Gewährleistung) shall only apply for faults that are reported in writing within a period of three months from the date of delivery or acceptance. In addition, ARIAN must be notified of warranty claims in writing within a period of eight days after detection or identification of the fault. In deviation of § 924 of the Austrian Civil Code (ABGB), the existence of a fault at the time of delivery must be proven by the business owners without exception.
2. In transactions with business owners, the warranty period shall not be renewed after the correction of faults.
3. If ARIAN are obliged to rectify faults in accordance with the statutory warranty, we may have the faulty goods or their faulty part sent to us for rectification or we will replace the faulty goods or their faulty part.
4. If goods are sent back to our factory as faulty, the Customer shall bear the costs and risk of transport.
5. For the examination of faults, as well as for the rectification of faults or replacement delivery, the necessary and reasonable time shall be granted to us.
6. Only after delayed, omitted or unsuccessful rectification or replacement delivery ("primary warranty"), shall the Customer be permitted to demand a reasonable price reduction or withdraw from the contract ("secondary warranty").
7. If the Customer or a third party resolves the fault, we shall only be obliged to provide a refund for the costs incurred, if we have given our previous written consent. Only reasonable costs necessary for rectification of a fault shall be refunded.
8. The warranty shall apply only for faults that occur in compliance with the intended operating conditions and normal use.
9. If the order or the additional processing thereof has been subcontracted, we shall not be liable for the resulting impairment of products to be processed or further processed.
10. If our products are mounted on special materials, either provided by or specified by the Customer (eg film gluing on glass, etc.), the Customer shall bear the risk for the suitability of the substrate and releases ARIAN from any obligation for quality control. If, due to a lack of suitability of the substrate, there is damage to the delivered product, the surface, consequential damage or other damage from third parties, the Customer may not assert any claims against ARIAN and the Customer shall indemnify and hold us harmless against all third party claims.
11. In the case of partial deliveries, these regulations shall apply in each case to the delivered part. A fault identified in a single part of the delivered goods as a whole does not justify a claim for the entire delivery.

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12. For color reproductions in all printing processes, slight deviations from the original may not be disputed. The same applies to the comparison between proof and print runs, especially if the proof and paper overlays do not match. A guarantee for the accuracy of properties of paints, bronzes, varnishes, impregnations, laminations and gumming shall be provided only to the extent of the guarantee undertaken by our subcontractors.
13. If the Customer requests a binding proof, such proof will be prepared for a fee and submitted to the Customer for authorization to print. The Customer acknowledges that the final product may contain color deviations caused by the different manufacturing processes. Such color deviations do not represent a defect in the product.
14. Should it be necessary on technical grounds to make changes and/or modifications to the product that deviate from the sample or drawn up plans during the production process, and which do not result in a significant change to the visual appearance or function of the product, we reserve the right and without prejudice to deem the order proof to be binding.
15. For the materials used, the same parameters as set out in the relevant delivery conditions of the suppliers or standards for this industry shall apply. If it is determined that the parameters for the quality of material exceeds an acceptable range, we shall be liable only in the amount of a claim made against the respective supplier. We shall be wholly released from this liability in that any claim by the Customer shall be made against the supplier. At this point the Customer relinquishes all further claims. We shall accept no liability for those materials and parts obtained from the Customer or on the instructions of the customer from other subcontractors.
16. If the Customer is in arrears with payment, we shall be released from any warranty obligation. Warranty claims do not entitle the Customer to withhold pre-agreed payments.
17. If a third party makes a warranty claim or compensation claim against the Customer for a product produced by us in whole or in part, the Customer is legally obliged to inform us of the dispute immediately. In addition, the Customer must contact us prior to any settlement being made, and no settlement may be made without our express written consent. In the event of a breach of these obligations, the Customer shall lose his right of recourse against us, unless he can clearly and unequivocally prove that an intervention on our part would have had no effect on the amount of the claim. In the case of the sale of goods to developers or intermediaries, the Customer shall transfer this obligation in full. Failure to do so will result in the loss of any recourse against us.
18. In the case of slight negligence, claims for damages shall be excluded in all cases and in their entirety, as long as they do not relate to personal injury or liability which are included in mandatory statutory provisions. We shall be liable to business owners only in cases of intent or gross negligence. The responsibility to prove the existence of, and the degree of, negligence, lies with the Customer.
19. Any liability for indirect damage and consequential damage (loss of profit, loss of production, interest losses, etc.) is excluded.
20. Insofar as claims for damages according to the above provisions are not excluded based on the reason for the damage, our liability shall be limited to the actual order value. For a framework contract, this is the value of the specific individual purchase order.

XIII. WITHDRAWAL FROM THE CONTRACT

1. If the Customer wishes to withdraw from the contract and we agree or declare our withdrawal because the Customer does not fulfil his contractual obligations to us, the Customer shall pay 20% of the contract sum for breach of contract. We reserve the right to request a higher amount should actual costs exceed the 20% penalty amount.
2. In the event of a delay in delivery, the Customer may demand fulfilment and compensation for damages caused by the delay only following a reasonable grace period. The Customer may declare his withdrawal from the contract only after an additional grace period has been set and concluded.

XIV. SUPPLIED MATERIALS, DOCUMENTS, DATA

1. Materials provided by the Customer, such as originals, forms, films, data storage of all kinds, paper, etc. are to be delivered to our factory. Whilst we will confirm the receipt of these materials, there is no guarantee for the accuracy of the quantity shown in the delivery documents. We are only able to assume responsibility upon inspection of these materials during the production process and shall therefore be liable only for damage to these materials if caused by us during production. On our part there is no obligation to inspect or check materials delivered by, or transmitted by the Customer or by a third party engaged by the Customer, such as data (for example in the case of the internet), printing devices, as well as typeset, impressions and similar. In particular, we shall not be obliged to verify that stored data or transmitted data (text and images) is accurate.
2. We shall accept no liability for errors in and with printing equipment provided either directly or indirectly by the Customer, nor for errors in the final product which in the form of electronic data carriers (CD-ROMs, USB sticks, etc.) are supplied, the Customer shall provide a computer printout which clearly depicts the product to be manufactured, otherwise liability for the conformity of the product with the transmitted data shall not be assumed. If the Customer requires that we conduct a review, this request must be submitted in writing and must include a reasonable deadline for the review to be completed. This review, as well as any corrections on our part, will be charged separately. Templates used by the Customer for the order (such as computer printouts, digital proofs) are not binding.
3. If no binding proof or other proof is provided by the Customer or one of these is not ordered from us, we assume no liability whatsoever for the correctness of the exposure (CtP, CtS) or the print. This shall also apply if the technical information accompanying the order is incomplete or incorrect.
4. The duty of data protection lies exclusively with the Customer. Notwithstanding, we are entitled to make a copy of the data.
5. For the transfer of data being provided by the Customer, the following additional points shall apply: Together with the data, the Customer shall provide us with a digital proof (1: 1) as well as a list of all files (name, date, time) transmitted via data carriers or other forms of telecommunication, the fonts used (name of the font, manufacturer, version number) and the programs used (name, manufacturer, version number). If the Customer does not provide a digital proof and a list of files, these will be created by us and the Customer will be charged accordingly. In order to avoid errors on the digital proof, the Customer must clearly identify the following details: Text, layout and image changes requested by the client; „placeholders“ for pictures and text; special effects for exemptions, distortions, spot colors (exact definition according to the HKS or Pantone scales) and

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gradients; Format (with and without cut); Screen ruling; Printing process. In order to avoid a reduction in quality, images supplied by the Customer must be delivered as CMYK files. The Customer guarantees that only licensed fonts (only Post-Script fonts) will be used to create the data. The Customer must provide us with the data necessary for the execution of the order in a clear and structured form. If unstructured or unnecessary data are submitted by the Customer, the storage space occupied therewith and the working time spent on the examination of the data shall be charged to the Customer at the appropriate market rate.

6. We shall be entitled to charge the Customer all costs associated with the inspection and storage of the provided material separately.
7. All packaging materials as well as the usual waste as a result of trimming, punching, printing equipment and printing shall be our property. If it is necessary to dispose of this waste in accordance with statutory provisions, we reserve the right to further charge relevant costs to the Customer.

XV. CONTRACT DOCUMENTS

1. Manuscripts, drafts, proofs, printing forms, transparencies, films, data carriers and other documents as described in the above section shall be destroyed after the production of the order, unless the Customer instructs us in writing to store materials at his cost or takes them back at his own expense.
2. If the items described above are to be insured, the Customer shall arrange insurance at his own expense.

XVI. STORAGE OF PRODUCTS FOR THE CUSTOMER

1. We shall not be obliged to store printed matter, stationary, printing cylinders, printing plates, mounts, data carriers, films and other printing equipment, papers, etc., following completion of the order, unless a special agreement has been made with the Customer. In all cases, the Customer shall bear the cost of storage and associated risk.
2. If we expressly agree to provide storage temporarily, we shall be liable for damage incurred to the items stored only in cases of intent and gross negligence. We are under no obligation to take out insurance to cover risks associated with stored goods.
3. Costs for storing finished or semi-finished products shall be charged to the Customer in accordance with the applicable freight tariffs for merchant goods. A temporary waiver of storage fees does not include a waiver of storage fee for products still stored by us. The calculation shall be carried out retrospectively every three months.
4. Any agreement to store the set or other printing equipment shall automatically expire if the Customer does not settle the invoice within 30 days.

XVII. TERMINATION OF CONTRACT

1. Framework agreements and other contracts for the execution of regularly recurring work / productions for which a deadline or notice period has not been agreed separately may only be terminated with three months' written notice at the end of a calendar quarter.
2. The Contracting Parties may terminate any contract early at any time with good cause. An important reason for the early termination shall in particular apply if:

- a. insolvency proceedings are opened against the assets of one of the contracting parties or an application to open such proceedings is dismissed for lack of assets covering costs;
- b. the Customer does not settle demand for payment despite at least two payment reminders;
- c. the Customer does not comply with his obligation to provide documents or to make statements necessary for the fulfillment of the contract despite repeated requests;
- d. in spite of the granting of a grace period - subject to the justification for a delay in delivery mentioned under point VIII. - the obligation to deliver the ordered goods cannot be met in two successive partial deliveries;
- e. one of the contracting parties receives information which is likely to give rise to doubts as to the other contractor's solvency or its willingness to pay and the other contracting party, despite a written request, does not provide suitable security (eg bank guarantee);
- f. one of the contracting parties violates the terms of this contract by improper use of the samples, plans, data or finished or semi-finished products submitted - in particular by their unauthorized duplication.

XVIII. OWNERSHIP OF INTERMEDIATES

1. The tools, work and intermediate products used by us for the production of the contractual products, in particular briefs, data carriers, printing plates, lithographs, films, molds, plates, mats, punches, stereos and electroforms and others necessary for the production process, auxiliaries or intermediate products of the production as well as the processed data remain our property and are not handed over, even if the Customer has paid reasonable compensation for this work or they are invoiced separately. In the context of the preparation and start-up of an order, intermediate products already submitted to the Customer for inspection and approval are to be returned to us immediately if the order is not executed, and at the latest within 14 days. Permission to use said items is also excluded. This also applies to equipment (fixtures, molds, etc.) and data produced by any of our suppliers or subcontractors.
2. The safekeeping of the above-mentioned tools (devices and data) to be able to carry out a new order after completion of the initial order shall be assured only at the express written request of the Customer and against reimbursement of the costs for storage or payment of an appropriate warehouse fee.

XIX. COPYRIGHT OF THE CUSTOMER AND THIRD PARTIES

1. The Customer irrevocably declares that if he provides us with fonts or application software to further process the data supplied by him, he is entitled to pass on the rights of use to use.
2. In general, we are not obliged to check whether the Customer has the right to reproduce the originals, of whatever nature, to process the order accordingly or to change or otherwise use it in the intended manner. Rather we shall assume that the Customer has all the rights for third party items that are necessary for the execution of the contract. The Customer expressly confirms that he has these rights.
3. We confirm to the Customer that we shall use all submitted proofs, fonts or application software only within the scope of the specific order and as agreed.

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4. Insofar as we hold the copyrights, intellectual and industrial property rights for the delivered products or parts thereof, the Customer acquires only with the acceptance of the delivery the non-exclusive right to use the delivered products. Apart from such rights to use, all copyrights, intellectual and industrial property rights, in particular the reproduction rights, remain in our hands.
5. Without prejudice to the copyrights, intellectual and industrial property rights of the Customer or third parties, we are not obliged to hand over the tools for reproduction (set, processed data, etc.) produced by us, not even for purposes of use. At the same time, however, we undertake to respect the unrestricted copyright and intellectual property rights of the customer and third parties and to refrain from any use contrary to these usage rights of the reproductive material remaining with us.
6. The Customer shall indemnify and hold us harmless in respect of any claims made by third parties for infringements of copyrights, intellectual or industrial property rights or personal rights. We undertake to notify the Customer of such claims as soon as they are made against us and to bring the dispute to the attention of the Customer in case of a judicial claim. If the Customer does not join the proceedings as a party or if the Customer does not comply with his obligation to indemnify and hold us harmless, we shall be entitled to acknowledge the claim of the plaintiff and to seek recourse against the Customer for all claims.
5. If foreign substantive law should be agreed with the Customer in explicit deviation from these General Terms and Conditions and the retention of title is not valid according to the referenced laws, the securities existing under the other laws shall be deemed to be agreed. If the cooperation of the Customer is necessary, the latter must take all measures necessary to establish and maintain such rights.
6. All of the Customer's claims arising from a resale of the goods shall be assigned to us by placing an order with us as a security for all of our claims arising during the business relationship. The Customer must make these assignments apparent in the accounting records. We are entitled at any time to require the Customer to notify the purchaser of the goods subject to retention of title and may at any time disclose the assignment to the purchaser.
7. In case of intellectual or industrial property rights, the Customer must procure or transfer the rights of use to us (rights of exploitation) for the duration of a retention of title.

XX. LIABILITY OF THE AGENT

1. If an agent acts on behalf of a Customer, he shall be liable for the collectability of our contractual claims as guarantor and payer (Bürge und Zahler) according to § 1357 Austrian Civil Code (ABGB), if the Customer has failed to pay despite reminders.
2. The agent undertakes to transfer all rights and obligations under the contract concluded herewith, including the rights and obligations arising from these General Terms and Conditions, to its principal.
3. Any commissions payable by us to an intermediary or an agency shall become due only after full payment of the invoice for services has been settled by the Customer.

XXI. RETENTION OF TITLE

1. All delivered goods shall remain our property until full payment including interest and costs has been received.
2. As long as the retention of title exists, the Customer is strictly prohibited from reselling, pledging, transferring by way of security, rental, connection, mixing or other type of disposal or handing over of our goods to third parties.
3. The Customer agrees that in the case of default in payment after a single written reminder, we shall be entitled to repossess our goods without the Customer's further cooperation or consent and at his expense.
4. Should the goods that have been delivered under retention of title be seized, the Customer must immediately notify us of the name of the prosecuting party, the amount of the claim, the competent court, the reference number of the legal proceedings and, if applicable, the date of the action. Furthermore, the Customer must point out our retention of title to third parties in an appropriate manner. In addition, the Customer must notify us of any extraordinary decrease in the value of the goods delivered under retention of title.

XXII. DATA PROTECTION

1. Protection and security of Customer data, especially personal data, is very important to us. Such personal data are processed by us on a lawful basis in strict compliance with the General Data Protection Regulation and the Austrian Data Protection Act.
2. The processing of personal data takes place, in particular, for the purpose of fulfilling the contract, specifically for providing offers, Customer communication and order processing.
3. The Customer is obliged to take all necessary data protection measures, so that we may lawfully process the personal data disclosed by the Customer (eg name and contact details of the contact person) in the context of the business relationship and for the purposes shown above and in our Privacy Policy.
4. Please read our Privacy Policy on www.arian.com

XXIII. SALVATORY CLAUSE / SUBMISSION OF CLAIMS IMPRINT OF NAME OR BRAND

1. If individual provisions of these General Terms and Conditions are or become wholly or partially invalid, this shall not affect the validity of the remaining provisions. The null and void provision shall be replaced by a valid provision according to the intended purpose of the clause.
2. The Customer may assign his contractual rights to third parties only with our written consent.
3. We are entitled to affix our company or brand name to the contractual products even without a special permission of the Customer.

XXIV. APPLICABLE LAW / PLACE OF JURISDICTION

1. Austrian substantive law applies. The applicability of the UN Sales Convention and the rules on conflict of laws are excluded. The contractual language is German.
2. The place of fulfilment for delivery/payment is the place of our production site (Gleisdorf, Austria).
3. The exclusive place of jurisdiction for all disputes between us and business owners is the court competent for the district of our registered office (Gleisdorf, Austria).