



Vinylpostcards – Timeless Media GmbH

GENERAL TERMS AND CONDITIONS

1. Validity

These general terms and conditions of business ("gtc") shall be applicable to all deliveries of goods and all provisions of services of Vinylpostcards - Timeless Media GmbH (hereinafter referred to as "Vinylpostcards"), to customers, representatives or other parties to the contract (hereinafter referred to as "customer"). As a rule, Vinylpostcards contracts solely with companies in the sense of section 1 para 2 Consumer Protection Act (*Konsumentenschutzgesetz*) or section 1 para 2 Companies Act (*Unternehmensgesetzbuch*). By concluding the contract, the customer confirms that he/she is not a consumer and that the concluded transaction serves entrepreneurial purposes. Otherwise, the customer shall disclose that he/she is not an entrepreneur before the conclusion of the contract. These gtc shall also apply to all future transactions between the contracting parties without the need for a repeated reference. They shall be applicable in their entirety, except those points which have been otherwise agreed upon and confirmed in writing by Vinylpostcards in a particular case on the basis of the confirmation of an order. Deviating terms and conditions of the customer are hereby excluded, unless expressly accepted in writing..

2. Warranted Characteristics

Vinylpostcards warrants to the products and services only those features and qualities that are usually attributed to the products and services when used properly.

Vinylpostcards does not give any assurances beyond the features, qualities or characteristics that can typically be expected.

It is commonly understood that no claims can be made against Vinylpostcards due to features typically associated with the product and/or production-related features. These include, in particular but without any limitation, features such as slight bending of the Vinylpostcards, vinyl-specific background noise or incompatibility with automatic record players. The customer takes note of this.

3. Vinylpostcards App

The postcard records produced by Vinylpostcards can also be played digitally in the Vinylpostcards app (hereinafter referred to as the "app") via an augmented reality record player. The customer hereby agrees that the data provided and processed by Vinylpostcards can be played and used in the App.

As the operator of this app, Vinylpostcard strives to ensure the continuous functionality of its app. However, Vinylpostcards cannot guarantee an absolutely fail-safe accessibility of the app. or a guarantee of its continuous functionality. Thus, Vinylpostcards is not liable for any failures of the app

4. Offers, Confirmation of Orders, Delivery Dates

Offers shall be subject to confirmation and have no binding force. The customer's order is only deemed to have been accepted once the order confirmation has been sent by Vinylpostcards. A contract is therefore only concluded with the dispatch of the order confirmation.

Guaranteed delivery dates shall be target dates. As such, they are dependent on the due delivery of required documents, primary materials, as well as the signed individual or general declaration.. The agreed delivery period therefore only begins when Vinylpostcards has received all documentation required for the production, as specified.

Additionally, the receipt of the purchase price (advance payment) or the deposit of any specifically agreed advance payment or security is a prerequisite for the start of the delivery period.

In case of negligent delay of an agreed delivery period, Vinylpostcards has to be granted a reasonable grace

period, whereby – due to the individual production of the Postcards – a grace period of at least 14 working days is considered as reasonable.

If Vinylpostcards does not deliver on time even within the provided extension, the customer is entitled to withdraw the contract. The withdrawal has to be declared by registered letter. The right of withdrawal only refers to that part of the delivery or service, which is delayed. In all other respects, claims for compensation arising from default in delivery shall be excluded to the extent permitted by law.

5. Default of acceptance

Goods not accepted on the agreed date will be stored for a period of 6 weeks at the customer's risk and expense, for which Vinylpostcards will charge a storage fee of EUR 5,00 per calendar day. At the same time, Vinylpostcards is entitled to either insist on the fulfilment of the contract or to withdraw from the contract after setting a reasonable grace period and to use the goods otherwise.

6. Cost estimate

At the customer's request, Vinylpostcards provides the customer with a cost estimate to the best of its knowledge. However, Vinylpostcards cannot guarantee for the correctness of such cost estimate. In case of cost increases of more than 15 % after placing the order, Vinylpostcards will inform the contract partner immediately. In case of unavoidable cost overruns of less than 15 %, a separate notification is not necessary, these costs may be invoiced without further ado. Unless agreed otherwise, order changes or additional orders may be invoiced at reasonable prices.

7. Delivery

Delivery shall be carried out by contractors commissioned by Vinylpostcards and to the delivery address given by the customer. The costs for packaging and transport shall be borne by the customer. The shipment will only be started after the entire order price, including all delivery costs and costs for any shipping insurance, if any, has been paid in full. The risk shall pass to the customer on dispatch. Transport insurance shall only be taken out at the express request and expense of the customer. Partial consignments shall be permitted.

8. Liability of the customer for Defective Masters

The customer is obliged to thoroughly examine the data carriers intended for reproduction prior making them available to Vinylpostcards. The customer, furthermore has to ensure that said masters are virus-free and without any other qualitative defect when they reach Vinylpostcards. The customer shall be liable for all damage and consequential damage suffered by the Vinylpostcards system as a result of virusaffected and/or defective data carriers.

9. Phonograms, Printed Matters

In the case of deliveries of phonograms, the customer agrees to an over- or underdelivery of up to 10 % of the total order volume per title. In the case of printed matter, there may be a processing loss of (a maximum of) 10%. The customer hereby also expressly agrees to this.

10. Notification of Defects

Deliveries must be inspected as to conformity, freedom of defects and quantity immediately after receipt. Vinylpostcards must be given written notification of nonreceipt of a consignment at the latest within eight days after the receipt of the invoice. The seller must be informed in writing of visible defects and variations in quantity at the latest within 14 days upon receipt of the goods stating the exact details of the defect and quoting the number of the delivery note or invoice.

Delayed notifications of defects cannot be accepted and lead to the loss of warranty claims, compensation for defects themselves and errors in the goods being free from defects. Likewise, hidden defects must also be notified immediately after being ascertained, in the case of which a term of preclusion of six months after

receipt of the goods shall be applicable.

The time limit according to section 924 ABGB is reduced to 2 months in cases of hidden defects; if a hidden defect is discovered more than 2 months after handover of the goods, the customer must prove that the defect was already present at the time of handover.

In the case of accepted timely claimed defects, Vinylpostcards offers at its own choice either a take back of the goods and replacement with goods of equal value, or a price reduction. The customer is obliged to return wrong or defect goods to Vinylpostcards immediately, at the latest, however, within eight days after notification of defect. If the customer fails to comply with this obligation within the set period, the warranty obligation shall automatically cease.

Defects in part of the delivery (order) do not entitle the customer to return the whole consignment, but only the part affected by the defect. Notifications of defects do not release the customer from meeting his financial obligations to Vinylpostcards.

11. Claims for damages against Vinylpostcards, disputes over errors, *laesio enormis*,

The liability of Vinylpostcards is limited to intent and gross negligence - with the exception of liability for personal injury.

Vinylpostcards' liability is furthermore limited to the order value.

Claims for damages (especially resulting from defects of products) shall be - as far as permitted by law - excluded.

Compensation for consequential damages and loss of profits, not realised savings, loss of interest and claims of third parties to the customer shall be excluded in any case.

Claims based on error and claims under section 934 f Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch*) are excluded.

12. Payment and Offset

In principle, advance payment applies to all legal transactions. The customer is therefore obliged to pay the full purchase price before delivery of the product by Vinylpostcards. Vinylpostcards sends the invoice at the same time as the order confirmation.

Invoices shall be due upon receipt, otherwise within the expressly agreed period for payment.

Payments shall always be credited firstly to expenses and interest, then to the oldest claim in each case. Vinylpostcards is entitled to assign existing debts. Vinylpostcards shall also be entitled to offset all claims due to Vinylpostcards, a company of the Vinylpostcards group, affiliated companies, subsidiaries, in which Vinylpostcards holds a majority interest, against the claims of the party to the contract. Any offset of the customer's claims against Vinylpostcards with claims of Vinylpostcards against the customer shall be excluded.

13. Consequences of Delays in Payment

In case of a delay in payment, Vinylpostcards is entitled, with the proviso of the assertion of further damages, to invoice interest on payment in arrears of 12% p.a., appropriate expenses for each reminder and all recovery costs. In any case, Vinylpostcards is entitled to demand at least the lump sum of EUR 40 according to section 458 Companies Act as compensation for any execution costs. In the case of a delay in payment, Vinylpostcards shall be entitled to withhold all promised deliveries until the full payment of all outstanding primary and subsidiary accounts receivable. In the case of or following a delay in payment, deliveries shall only be effected against advance payment, even if agreed otherwise in advance. Other special conditions agreed with the customer shall also become irrelevant in case of a delay in payment.

14. EURO, Exchange Rates and Delay in Payment

If the settlement with the customer is effected in a currency other than EURO, Vinylpostcards shall be at liberty in case of a delay in payment to recalculate the account receivable at the value in EURO at the exchange rate of the due date. The settlement of the accounts receivable shall then be effected on the basis of the

EURO value, and payments on these accounts receivable shall be converted at the respective rate of the day of the payment.

15. Place of Performance, Jurisdiction and Law

Place of performance for all services delivered by the Parties is Innsbruck. Exclusive place of jurisdiction is the competent court for Innsbruck. Vinylpostcards, however, is also entitled to file a complaint or lawsuit with a legal place of jurisdiction for the customer. Austrian material law applies with exclusion of application of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

Any dispute or claim arising out of or in connection with this contract with Non-EU Contractors, including any dispute as to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the International Arbitral Institution of the Austrian Federal Economic Chamber (VIAC) by an arbitrator appointed in accordance with such Rules. The Rules on Expedited Procedure shall apply irrespective of the amount in dispute. The seat of the arbitration shall be Vienna, Austria. The language to be used in the arbitration shall be English.

16. Written Form Requirement

Any amendment or extension of these gtc or of agreements on which these gtc are based must be in writing. This shall also apply to any waiver of the requirement of the written form. Verbal collateral agreements do not exist or are considered null and void.

17. Data Protection

In order to process the order and delivery, the Customer's name, address, telecommunication data and e-mail address are required. The personal data will be used by Vinylpostcards exclusively for the purpose of fulfilling the contract. The customer can get information about his stored data at any time. Vinylpostcards treats this information confidentially and does not pass it on to third parties, except to partner companies that need the data to process the order.

18. Miscellaneous,

Vinylpostcards points out that any production material which has been provided by the customer shall be stored and archived for a maximum period of six months after placement of the particular order. Upon expiry of this period the customer shall issue instructions as to whether the above material is to be returned at his own cost or whether it is to be destroyed for free. Alternatively, the two parties may enter into an individual agreement whereby the material continues to be stored after six months with costs. In the event that the customer does not issue any instructions, Vinylpostcards reserves the right to destroy the production materials which have been provided.

19. Severability Clause

Should any provision of these gtc be or become legally invalid or unenforceable in whole or in part, this shall not affect the legal validity of all other business provisions. A legally invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic content of such provision.

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Signature on behalf of Company

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Place, Date