

GENERAL TERMS AND CONDITIONS

for La Loupe — Print-, Online- und Mobileguides

1. GENERAL

Applicability: The General Terms of Insertion are valid for all commissioned insertions of media contributions or articles as well as for the insertion of supplements in all La Loupe media (print-, online- and mobile guides). The place of performance shall be Innsbruck and the courts of Innsbruck shall have jurisdictions over all disputes arising from these Terms and Conditions. The substantive law of Austria shall apply.

Liability: The agency is not obliged to examine the content of insertions, the client bears full liability. The commissioning party also bears each and every kind of loss that arises for the agency from the publication. After the agency is compensated for its loss, the agency transfers its entitlements according to § 24 (7) Austrian Media Law to the commissioning party.

Diverging agreements are to be made in written form. In the case of an order of services or goods and upon the formation of a contract, these Terms and Conditions apply without exception. In case of individual provisions in this contract being invalid, the effectivity of the remaining contract remains intact.

Changes of the present Terms and Conditions are valid from the day of their publication on www.laloupe.at, insofar the commissioning party does not object them within a period of seven (7) days after their publication. Errors and printing errors reserved.

2. 2. COPYRIGHTS

All copyrights to all graphics, texts, music files, video files and concepts drafted for an offer and/or commission are to remain with the agency. Graphics, texts and concepts designed by the agency are not to be changed or passed on and they may only be used for their originally intended purpose and context.

In case of illegitimate use of design concepts by the customer (without prior formation of a contract), these concepts are billed in accordance with the offered conditions. If the customer should refuse this settlement or the payment, legal action according to copyright protection law shall be taken.

If the agency is commissioned to design or change advertising material for publication through the agency's media channels—be it against payment or free of charge—all copyrights to the created item remain with the agency (author and creator) insofar as no older rights to documents (image rights etc) have priority. The payment for the copyright for publishing in the La Loupe agency media is done by paying for the advert. The use of the published item outside of La Loupe agency media is only permitted upon the agency's written consent and possibly against a payment which is to be agreed on, pay-

ments to the agency for its design work remain excepted. The obligation to retain media documents ends three months after the insertions' publication in the relative edition.

3. 3. OFFERS / PLACING OF ORDERS

Offers and stated dates are reserved. Orally made orders are confirmed by the agency in written form. Verbal agreements are only valuable when they are confirmed by the agency in written form. The contract comes into effect upon the placing of the order; the order can be placed in oral or written form.

4. 4. REALIZATION OF ORDERS

The insertions have to conform with La Loupe's style. Date and placement: The realization of insertions in any particular edition or at any particular spot can not be guaranteed. This is valid except for orders, where the order's validity expressly depends on the observation of certain dates or where the payment included and extra placement-fee to guarantee a certain placement. Media documents: It is incumbent upon the commissioning party to provide such documents as are necessary for the relative medium in due time. Said party is obliged to provide the editors with the consent to print the advertisement in question by the editorial deadline according to the media data of the reserved La Loupe-edition. In case of a delay, the order is seen as fulfilled if it was carried out using other media material provided by the commissioning party. If the commissioning party provides unsuitable materials, no liability is assumed for inferior reproduction. In case of classified advertisements placed via telephone or changes requested via telephone, no liability is assumed for the correctness of the content. For mistakes that do not have a fundamental influence on the insertion's sense, no refund is granted. When templates are transmitted electronically without provision of proof that is binding in colour, no responsibility is assumed for the reproduction. Minor colour variations may occur for production technical reasons and do not constitute grounds for complaint. Proof or electronic templates are only produced upon explicit request. If proof is not returned in time, consent for placing of the advertisement is considered given. Complaints will only be accepted up until 14 days after receipt of the invoice.

Cancellation: In case of a cancellation after the contract was signed, the 50% down payment is retained, up until 10 weeks prior to the date of publication, 60% of the order total are charged, up until the editor's deadline, 80% of the order total are charged and after the editor's deadline, 100% of the order total are charged.

In case of system failure or events of force majeure, the publisher has a right to complete compensation if at least 90% of the granted edition has been delivered.

5. 5. CHARGING AND CONDITIONS OF PAYMENT

After commissioning of the order a down payment of 50% of the order total has to be made within 14 days after receipt of the invoice or at least until the publisher's deadline. If no payment is made in time, the agency is not obliged to print the insertion. Cancellation conditions apply.

The remaining sum is to be paid within 14 days after publication of the ordered service. Default interest at a height of 6% per annum is deemed to be agreed and is to be paid by the commissioning party!

Discounts: Customer discounts are only granted in case of a written contract that features several insertions within one year. Upon request and with the publisher's consent, the discount may already be granted immediately at the time of billing or after the end of the order or the end of the one year term respectively.

The prices for media-orders are quoted exclusive of VAT, exclusive of 5% advertisement tax (applicable only to publications in Austria) and exclusive of layout charges. Complimentary copies to the commissioning party—up to 5 copies in case of printed editions are delivered free of charge. In case the commissioning party also provides a display point for printed editions, up to 200 pieces are delivered free of charge.