

**General Terms and Conditions of Business
of ATTENTION ON
Vertriebs- & Entwicklungs GmbH
Status: December 2021**

1. Orders are only accepted in written form. Acceptance takes place through written confirmation of the order by Attention On Vertriebs GmbH. Verbal as well as additional agreements that are not confirmed in writing by Attention On Vertriebs GmbH are not valid. Attention On Vertriebs GmbH reserves the right to refuse orders without giving reasons.

2. Unless otherwise agreed in writing, the contract shall be concluded for an indefinite period and may be terminated by either contracting party by giving three months' notice by registered letter to the end of the respective one-year billing period. A term month corresponds to 28 calendar days.

3. should the property owner or a competent authority, for whatever reason, demand the removal of digital advertising, refuse its digital transmission or the right of disposal of Attention On Vertriebs GmbH the announcement object ends, any agreement in this respect expires. The client is not entitled to any claims for compensation for this reason.

4. unless otherwise agreed in writing, all digital advertising media will be installed exclusively by Attention On Vertriebs GmbH at the expense of the client.

5. the client is liable for all data provided for his digital advertising, Attention On Vertriebs GmbH is to be held completely harmless and free of any claims. This liability is independent of fault. It is recommended that suitable insurance cover is taken out.

8. Attention On Vertriebs GmbH is not liable for damage to or loss of digital advertising data.

9. partial restrictions or disruptions, of whatever nature and for whatever reason, do not affect this contract and do not entitle the client to demand premature termination of the contract or a price reduction.

If Attention On Vertriebs GmbH is unable to provide a suitable replacement in the event of restrictions or disruptions of the digital advertising that are not merely temporary, of whatever type and for whatever reason, for which the client is not responsible, the client may terminate the contract prematurely by registered letter to the end of the month.

Restrictions or disruptions of the advertising, of whatever kind and for whatever reason, for which the client is responsible, do not affect this contract and have no influence on the duration of the contract.

Claims for damages by the client against Attention On Vertriebs GmbH due to a restriction or disruption or an inability to provide the service by Attention On Vertriebs GmbH are excluded, unless there is intent or gross negligence on the part of employees of Attention On Vertriebs GmbH.

11. Attention On Vertriebs GmbH does not assume any warranty if the digital advertisements are not visible because vehicles are used for a short time or permanently on routes other than those

provided for in the operating schedule, or vehicles are taken out of circulation for maintenance, revision, repair or for other reasons.

12. at the request of the client, the replacement of the digital advertising media is possible at the client's expense.

14. Attention On Vertriebs GmbH is not obliged to store digital advertising media and is not liable for any damage resulting from this.

15. invoicing takes place at the start of the term. The invoice amount is due immediately unless otherwise agreed. Cash accounts cannot be granted in principle. In the event of default or deferment of payment, interest at the rate of 14 % per annum above the respective bank rate shall be agreed. The client is not entitled to withhold due payments or to offset them against claims against Attention On Vertriebs GmbH, unless the client's claim is legally related to its payment obligation and has been determined by a court or recognised by Attention On Vertriebs GmbH.

16. Payments are to be made with debt-discharging effect exclusively to one of the accounts listed on the invoice.

17. any legally prescribed charging of the contract is to be borne by the client. Attention On Vertriebs GmbH will carry out the charging in accordance with the legal provisions and ensure the payment of fees to the extent prescribed by law. Attention On Vertriebs GmbH is entitled to invoice these fees either separately or with the next invoice relating to this object. The invoiced fee is in any case due immediately and without any deduction after invoicing.

18. any complete or partial subletting and any other complete or partial transfer of the booked digital advertising space to third parties is only permitted with the prior written consent of Attention On Vertriebs GmbH. Attention On Vertriebs GmbH must be informed of any change in the advertising customer, whereby Attention On Vertriebs GmbH reserves the right to demand a new conclusion of the contract. Attention On Vertriebs GmbH reserves the right to demand a separate fee for its consent to the complete or partial transfer of the booked digital advertising space.

19. Attention On Vertriebs GmbH is entitled to dissolve this contract for good cause with immediate effect. Important reasons are in particular the default of the client with payment obligations from this contractual relationship despite a reminder from Attention On Vertriebs GmbH, any violation of point 18, the initiation of insolvency proceedings over the assets of the client, as well as the failure to obtain the necessary approvals. In the event of termination for good cause, the outstanding contract sum up to the end of the accounting period will be due for payment immediately. If the contract was concluded for a specific duration, the outstanding contract sum up to the end of the contract period becomes due immediately.

20. Attention On Vertriebs GmbH can deliver all declarations to the last address given by the client with the effect that they are deemed to have been received by the client.

21. the ineffectiveness or impracticability of individual provisions of the general terms and conditions of Attention On Vertriebs GmbH does not affect the effectiveness of the remaining provisions. Ineffective or unenforceable provisions are to be replaced by those that come closest to the intended economic purpose.

22. orders concerning a large picture can only be cancelled free of charge up to 12 weeks before the start of the posting or running time at the latest, in the case of cancellation after this date 100% cancellation fee of the order sum is to be paid.

23. Attention On Vertriebs GmbH is entitled to photograph digital advertising spaces, image advertisements and other products that were created on behalf of the customer and to publish these photographs for Attention On Vertriebs GmbH's own advertising purposes, e.g. on websites (homepage, Facebook, etc.).

24. The exclusive place of jurisdiction is agreed to be the competent court in Vienna, Austrian law applies.

25. The General Terms and Conditions for Outdoor Advertising of the Professional Association for Advertising and Market Communication of the Austrian Federal Economic Chamber form an additional part of these Terms and Conditions.