
GENERAL TERMS AND CONDITIONS

1. Scope

These conditions shall apply to any deliveries of goods and provision of services by Austria Card. Any deviation hereof shall only be binding if acknowledged by Austria Card in writing.

2. Offer

2.1. All Austria Card offers shall be subject to confirmation. Any details contained in catalogues and suchlike shall only be definitive, if Austria Card expressly approves them in the confirmation of the order.

2.2. Any licences required for executing an order, which have to be granted by authorities or third parties, have to be obtained by the customer, who shall have to inform Austria Card about this matter, and if necessary, indemnify Austria Card. Austria Card shall not be obliged to start work before these licences have been granted in a legally valid manner.

2.3. Appropriate expenses for drafts, designs or samples made at the customer's request shall have to be reimbursed promptly at Austria Card's request, even if the prospective order is not placed.

3. Conclusion of Contract - Terminating Contracts for the Performance of Continuing Obligations

3.1. The contract shall be deemed concluded, when Austria Card has sent the written confirmation of the order, or actually effects delivery. Any changes or additions to the agreement have to be confirmed by Austria Card in writing to become valid.

3.2. Except as otherwise agreed in writing, print orders to be supplied periodically, for which a period of notice and final date was not agreed, may be terminated by either contracting party to the last day of the month upon one month's notice. Any contracts where the average monthly scope of performance exceeds € 1000,00 net may exclusively be terminated upon three months' notice to the following half of a calendar year. In the case of recurrent work, for which special materials were made or procured, termination is inadmissible as long as these materials have not been used up.

4. Prices

4.1. Quotations become binding, when Austria Card confirmed them in writing together with details of the scope of performance. Austria Card may separately invoice any deliveries or services going beyond this scope of performance.

4.2. Unless otherwise agreed in writing, prices shall be ex works Austria Card (Incoterms 2000) and exclude packaging, loading, insurance or VAT. If delivery is to include service, prices shall be exclusive of unloading or shifting.

4.3. Any prices shall be based on the costs at the time of their notification. Austria Card shall be entitled to adjust prices, if an order varies from an overall offer, or if the costs have changed up to the time of delivery. If the contract is concluded without any prices having been determined, Austria card shall charge the price valid on the day of delivery or completion of the delivery.

4.4. In particular, Austria Card shall be entitled to invoice additional costs incurred by a delay, which was due to the clarification of technical or legal requirements for the delivery, which is beyond Austria Card's responsibility, or as a result of overtime, night-work or Sunday work requested by the customer.

4.5. If the customer subsequently wishes a reduction of the ordered quantity, the prices of the appropriate quantity batch shall apply. Austria Card has the right to charge a cancellation fee besides the rendered performances and accrued costs in the height of 25% of the original order value for complete or partial cancellations of placed orders.

5. Delivery

5.1. The time for delivery must be included in the order confirmation. It shall run from the latest of the following dates:

- a) The date of the order confirmation,
- b) The date the customer has clarified all technical and legal requirements,
- c) The date Austria Card received the deposit stipulated prior to carrying out any work, or when an appropriate letter of credit was issued.

5.2. Austria Card shall be entitled to make and invoice advance deliveries and partial deliveries. Provided the deviation from the total quantity (total edition) does not exceed or go below 10 percent, the customer shall be obliged to accept this excess or short delivery at the monthly calculated price.

5.3. In the case of force majeure, or if a large or important work piece of Austria Card or one of its suppliers becomes unserviceable, Austria Card shall be entitled to reasonably extend the time for delivery, without being in default.

5.4. Raw materials, semi-finished or finished goods shall only be stored after prior written agreement and shall be paid for separately. If goods ready for dispatch have not been forwarded within 3 months after rendering accounts, without any fault of Austria Card, or are postponed at the customer's request, the performance shall be deemed effected and Austria Card shall be entitled to store the goods at the expense of the customer. The agreed terms of payment shall not undergo any changes as a result. Any cost of storage on this matter shall be reimbursed promptly to Austria Card.

5.5. If Austria Card delays a delivery, the following shall be deemed agreed: Any delay provably arisen as a result of our gross negligence shall entitle the customer to claim compensation for default for each full week of the delay of ½% to a maximum total of 5% of the invoice value of the part of the delivery or performance concerned, which as a result of delayed delivery of an essential part cannot be used, provided the customer has incurred provable damage to this amount. Any claims for damages by the customer going beyond the above are excluded.

6. Performance and Passing of Risk

6.1. Utilisation and risk shall pass to the customer, when the item for delivery leaves the premises of Austria Card, or is stored in terms of item 5.4. of the conditions in hand, independently of the terms of payment agreed for the delivery or performance.

6.2. Any separate agreements regarding quality tests or service trials shall not affect the provisions about the place of performance and passing of risk.

6.3. If an agreement has been made to deliver by issue of release order, Austria Card shall be entitled to regard the goods as released one year after the order has been placed and to request the performance owed by the customer in this case.

6.4. Any performance necessary for satisfying the contract, which is not reserved to Austria Card by the confirmation of the order, and any additional performance required for fulfilling the contract, shall be rendered by the customer at his/her expense.

6.5. Any material to be procured by the customer, regardless of the type, shall be delivered free domicile. Austria Card's acknowledgement of receipt shall not be regarded as confirmation of the accuracy of the type and quantity described as delivered. In the case of larger lots, the customer shall have to reimburse any costs and warehousing expenses in connection with counting and quality testing the lots, at request of Austria Card.

6.6. Any manuscripts, original work, plates, documents, films or other goods handed to Austria Card are stored exclusively at the customer's risk. It is the exclusive business of the customer to insure these goods against any risks. Austria Card shall be free of any liability for damage to, or loss of these objects for any reason, unless the damage or loss was caused by gross negligence through Austria Card's employees.

7. Payment

7.1. Unless special terms of payment have been agreed in writing, the billed total (net price plus VAT) shall be payable within 30 days from the invoice date.

7.2. In the case of partial clearing, the corresponding partial amounts shall be due on receipt of the invoice concerned. This shall also apply to amounts charged, which are incurred by additional deliveries or other agreements going beyond the original final total, regardless of the terms of payment agreed for the main delivery.

7.3. Payments shall be made by direct debit or free to Austria Card's paying agent in the currency stated on the invoice in due time and without any deduction. The day Austria Card or its paying agent receives the payment shall be deemed the payment day.

7.4. The customer shall not be entitled to withhold any payments or offset counterclaims due to warranty claims or other claims of any type.

7.5. If the customer is delinquent as regards payment or any other performance, in particular in terms of items 2.2. and 6.4., Austria Card may

- a) postpone performance of its obligations until the overdue payment has been effected,
- b) utilise a reasonable extension of the time for delivery,
- c) accelerate maturity of the entire remaining purchase price that is still outstanding (deadline loss) and
- d) withdraw from the contract in the case of non-compliance with a reasonable period of grace.

7.6. From date of maturity Austria Card may charge default interest in accordance to Austrian Civil Code plus VAT and has to be indemnified for any other damages caused by the customer, in particular for expenses of a debt collection agency or other means of extrajudicial persecution.

7.7 The goods shall remain property of Austria Card until all claims from any reciprocal legal transactions with the customer have been completely redeemed. The customer shall have to comply with any marking requirements, or other provisions to safeguard the reservation of title. In the case of garnishment or other demands the customer shall point out the reserved property and inform Austria Card immediately.

8. Warranty

8.1. In accordance with the following provisions, Austria Card shall be bound to remedy any defect impairing the operativeness of the object delivered, which was already present at the time of delivery and is based on a construction error or the workmanship of Austria Card. This obligation shall expire, if the customer does not comply with the agreed terms of payment arisen from these conditions.

The warranty period shall be twelve months.

8.2. A claim based on warranty shall only arise, if the customer immediately notifies Austria Card in writing of the occurred defect, including a detailed description. Single defective parts in the delivery must not result in a notice of defect for the entire delivery. In the case of a justified notice of defects, Austria Card may replace or rectify the defective goods resp. defective parts at its option, or reimburse an occurred depreciation in value.

8.3 The customer shall make available any auxiliary staff, materials and tools needed for warranty-based work at the customer's company, free of charge.

8.4. If the performance is on the basis of designs, drawings, models or other specifications by the customer, the liability of Austria Card shall only cover the execution in accordance with these agreed conditions. Austria Card shall not take responsibility if used objects are sold, or repair orders are accepted, or if changes or structural alterations are made. If the customer requests the installation of certain components or software not produced by Austria Card, merely the guarantee of the manufacturer or supplier of these components or software will be assigned on the part of Austria Card for these. Any other guarantee or compensation going beyond the foresaid is excluded.

8.5. Defects caused by overload, negligent or improper treatment, use of unsuitable operating materials, material supplied by the customer or a third party, instructions made by the customer, or assembly work carried out by third parties shall be excluded from warranty. Austria Card shall not be liable for damages caused by the actions of third parties, atmospheric discharge, excess-voltage or chemical influences. Parts, which are subject to natural wear, shall be excluded from the warranty.

8.6. The warranty shall be terminated immediately, if changes or repairs to the object delivered are made without written agreement from Austria Card. The warranty period shall not be extended as a result of any work or deliveries carried out subject to warranty.

8.7. Differences in delivered material and goods from the quality as agreed upon in the contract shall only represent a defect, if they substantially impair the conventional usage. Deviations under 2% from the respective measured variable are deemed to be insignificant and therefore excluded from any liability.

8.8. Austria Card shall only be liable for light-fastness, variability and variance of the colours, if these are based on defects, which were easily recognisable in a proper test prior to the use of the materials concerned.

8.9. The customer shall check any proofs for type matter or other errors and return them to us declared ready for press. Austria Card shall not be liable for errors missed by the customer. Any requests for corrections notified by telephone shall only be binding after identical written confirmation. In the case of coloured reproductions in any printing processes, slight deviations from the original shall not be deemed defects. The same applies to differences between specimen print and edition print from the point of view of printing.

8.10. Austria Card shall correct any typesetting errors free of charge. Any variations to the printer's copy requested by the author or customer after confirmation of the order through Austria Card shall only become part of the contract if confirmed by writing, and shall entitle Austria Card to issue an invoice for the additional expenditure caused thereby according to the time incurred for the job.

8.11. In the case of contracts for work and services, Austria Card shall be discharged by common consent from the obligation to give warnings in accordance with 1168a of the Austrian Civil Code or similar provisions in third party general terms and conditions or other applicable legal provisions. Any warranties and other liability claims are excluded, if the customer abstains from accurate examination of sample cards or other specifications of the delivery (item 8.10), just for whichever reason.

9. Damages

Unless otherwise agreed in these terms, Austria Card's liability shall in any case remain limited to the loss occurred on the object of its performance. Any liability for damages going beyond this, in particular any liability for consequential harm or lost profits shall be excluded, provided Austria Card or its employees are not provably accused of gross negligence. Any and all claimed damages are restricted to the height of the value of the contractual deliveries.

10. Consequences of Default and Rescission

10.1. Besides the provision in clause 7.5. Austria Card shall be entitled to withdraw from the contract,
a) if the execution of the delivery, the start or continuation of the performance, is impossible or further delayed for reasons the customer is responsible for, despite a period of grace having been set,
b) in the case of reservations about the customer's credit rating, if the customer refuses to make an advance payment at our request or to provide suitable collateral prior to delivery,
c) if the extension of the delivery time is in total more than half the period of delivery due to circumstances stated under item 5.3. but at least 6 months.

In the cases listed above a partial withdrawal shall also be permitted.

10.2. If judicial insolvency proceedings are instituted against our customer's assets or a bankruptcy petition is refused because the costs of the proceeding cannot be covered, Austria Card may withdraw from the contract without setting a period of grace.

10.3. In the case of rescission, Austria Card shall have the right to charge for deliveries already made or services already rendered and for any preparatory actions taken with regard to the contract, even if the contract was only partially fulfilled hereby and without prejudice to other claims for damages. Even if no delivery has been made, Austria Card shall have the right to reimburse costs incurred while preparing the delivery.

11. Imprinting Names and Brands

Austria Card shall be entitled to imprint a company/brand name on the products being made and use customer's subjects as devaluated samples for marketing purposes, unless the customer has contradicted this right in writing.

12. Copyrights

Austria Card reserves any rights to the drafts, offers, projects and associated drawings, dimensioned sketches and descriptions used. The customer may not use these documents in a way that goes beyond the content of the contract, even if they do not come from Austria Card. In particular, these items must not be duplicated or made available to third parties. At request the items must be returned to Austria Card immediately.

The customer shall be bound to indemnify Austria Card against any claims made by third parties caused by infringements of copyrights, ancillary copyrights, other industrial property rights or personal rights. Austria Card shall serve a third party notice on the customer in the case of recourse to the courts. If the customer does not intervene in the proceeding as a joined party, Austria Card shall be entitled to recognise the claim. The customer shall have to reimburse Austria Card any actions found or settled for the plaintiff and all legal costs within 14 days not taking into account the legality of the action.

13. Jurisdiction, Applicable Law

The jurisdiction of the court of law as regards the subject matter for the administrative court district of the regional court in Vienna City Centre shall be agreed for any differences that have directly or indirectly arisen from the contract. All contracts concluded under these terms are subject to Austrian law; the application of the UN Sales Convention shall be excluded.