

LOCCA lost & found services GmbH General Terms and Conditions

1. Scope of application

- 1.1. These General Terms and Conditions (**GTC**) apply to the delivery of goods in the course of all legal transactions between LOCCA lost&found services GmbH, Liechtensteinstrasse 25/DG, A-1090 Vienna (**Locca**) and its contractual partners (**Customers**). Unless otherwise agreed, Locca shall deliver goods solely in accordance with these GTC, whereby these GTC do not apply to legal relationships between Locca and other companies in the meaning of section 1 *Unternehmensgesetzbuch* [Austrian Business Code] (*UGB*).
- 1.2. Any conflicting general terms and conditions of the Customer shall only apply if Locca has expressly acknowledged these in writing.

2. Conclusion and subject of this Contract

- 2.1. Any offers made by Locca upon conclusion of the Contract are subject to change and non-binding, and merely represent an invitation to the Customer to place an order. Orders are binding for the Customer upon their receipt by Locca. Locca shall provide the Customer with an immediate confirmation of the order (**order confirmation**).
- 2.2. The order confirmation shall constitute acceptance of the Contract by Locca only if this is expressly stated in such confirmation. Unless acceptance of the Contract is expressly stated in the order confirmation, the Contract between Locca and the Customer is deemed to have been concluded five calendar days (**acceptance period**) after the day following submission of the order by the Customer, provided Locca does not reject the Customer's order within the acceptance period.
- 2.3. Locca reserves the right to reject orders by the Customer if the latter has not settled outstanding invoices for other orders from Locca. Acceptance of the Contract by Locca is in all events subject to the availability of goods.
- 2.4. Information on the delivered goods (e.g. weight, dimensions, utility values, load, tolerances and technical data) and our representations of same (e.g. drawings and illustrations) do not constitute a guarantee of the characteristics of the goods, but rather serve the purposes of description and identification. Standard variations, and variations resulting from legislation or technical improvements, as well as the replacement of components by equivalent parts, are permissible, provided that they do not adversely affect the usability of the goods for the purpose specified in the Contract.

3. Rescission

- 3.1. The Customer is entitled to terminate the Contract (**right of rescission**) in writing within 14 calendar days of receipt of the goods by the Customer without giving reasons. If the Customer is resident in a country where longer rescission periods are applicable, the rescission periods of the Customer's country of residence shall apply. The right of rescission does not apply to contracts for the delivery of goods which have been manufactured according to Customer specifications or clearly adapted to the Customer's personal requirements, or which are not suitable for return shipment owing to their characteristics.
- 3.2. Written notification of rescission must be sent to LOCCA lost&found services GmbH, Liechtensteinstrasse 25/DG, A-1090 Vienna or by e-mail to office@locca.com.
- 3.3. In the event of effective rescission, both parties must return any goods received and refund any benefits derived (e.g. interest). If the Customer is unable to wholly or partly return the goods, or can do so only in a deteriorated condition, the Customer must pay compensation to Locca in the amount of the damages incurred. If the Customer has not put the goods into operation, the obligation to pay compensation shall not apply. The costs of return shipment of the goods are payable by the Customer.

4. Delivery and passing of risk

- 4.1. After receiving payment of the purchase price, Locca shall deliver the ordered goods to the delivery address provided by the Customer using customary shipping methods of Locca's choosing, including standard packaging. Special packaging requests shall be invoiced to the Customer separately.
- 4.2. Locca only provides non-binding and approximate information on delivery dates. Binding delivery dates or periods require a separate written agreement between Locca and the Customer. Such agreed delivery deadlines commence once Locca has received all information and documents requested by it from the Customer, as well as payment of the purchase price. The delivery date is considered to have been met if the goods leave the factory/warehouse, and in the case of direct sales when they leave the supplier's factory/warehouse, on time, or in the case of collection by the Customer, if the delivery is ready for collection and the Customer has received timely notification of such.
- 4.3. Risk and contingency passes to the Customer upon delivery of the ordered goods to the carrier.
- 4.4. If the Customer defaults in accepting the goods or is clearly responsible for infringement of its duty to cooperate, Locca shall be entitled to terminate the Contract within a reasonable grace period and to demand compensation from the Customer for damages incurred, including any additional expenses. In such cases, risk and contingency pass to the Customer at the time its default in accepting the goods.
- 4.5. Provided both parties have not fulfilled their contractual obligations, the Customer is obliged to inform Locca verifiably, immediately and of its own accord of any changes in its private address. If the Customer fails to provide such information, notifications to the Customer are deemed to have

been duly served if they were sent by Locca to the Customer's last known address. In certain cases the Customer is obliged to demonstrate receipt of the notification of a change in address.

5. Purchase price and terms of payment

- 5.1. The Customer is required to make prompt payment of the purchase price stated in euro on the Locca website (prices include VAT), at the Customer's expense and without deductions. Customers can use the following payment methods:
 - PayPal
 - Credit card
- 5.2. In the event of default in payment, Locca is entitled to terminate the Contract subject to a reasonable grace period and to demand that the Customer return the delivered goods. In the case of default, the Customer is also obliged to pay default interest of 1% per month and any additional standard bank interest. Locca reserves the right to assert claims for damages arising from late payment in excess of the interest payable.
- 5.3. In the event of default, the Customer shall bear all costs associated with the collection of receivables, including reminders and collection fees, as well as the costs of judicial and/or extra-judicial legal representation. The seller is not obliged to issue reminders to the Customer. The Customer shall pay Locca an amount of EUR 10.00 for every reminder issued.
- 5.4. If a longer payment period has been agreed, the payment is deemed to have been deferred (real deferral), whereby the deferral shall be annulled once the payment deadline has expired.

6. Shipping costs

- 6.1. The cost of shipping the goods to the delivery address specified by the Customer (shipping costs) is invoiced in addition to the purchase price stated on the website.

6.2. Locca delivers to the following countries:

<p>A Austria</p> <p>B Belgium Bulgaria</p> <p>C Canada Channel Islands Croatia Czech Republic</p> <p>D Denmark</p> <p>E Estonia</p> <p>F Finland France French Guiana</p> <p>G Germany Gibraltar Greece Guadeloupe</p> <p>H Hungary</p> <p>I Ireland Iceland Isle of Man Italy</p>	<p>L Latvia Liechtenstein Lithuania Luxembourg</p> <p>M Malta Martinique Monaco</p> <p>N Netherlands Northern Ireland Norway</p> <p>P Poland Portugal</p> <p>R Réunion Romania</p> <p>S Sweden Switzerland Slovakia Slovenia Spain</p> <p>U United Kingdom USA</p>
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6.3. The shipping costs are as follows:

- Deliveries to Austria, Germany and Switzerland: EUR 8.00
- Deliveries to the USA and Canada: EUR 25.00
- Deliveries to all other countries: EUR 15.00

6.4. Surcharges for express and air freight deliveries are charged separately. Transport insurance is taken out only at the Customer's request and expense.

7. Retention of title

- 7.1. Locca retains the sole ownership of the goods [**reserved goods**] until the Customer has fulfilled all of its respective contractual obligations (including interest and other expenses). This applies regardless of whether part payment of the goods has been received.
- 7.2. If the Customer breaches the Contract, especially in the case of non-payment of the purchase price, Locca is entitled to terminate the Contract subject to a reasonable grace period, in accordance with the statutory provisions, and to demand the return of the goods on the basis of the retention of title and the termination of the Contract.
- 7.3. The Customer bears the full risk for the reserved goods and may not dispose of goods subject to retention of title before fulfilling all payment obligations. The reserved goods may not be pledged to third parties or assigned as collateral. The Customer must notify Locca immediately in writing whether and to what extent a third party gains access to reserved goods, in particular by means of seizure. If such a third party is unable to reimburse Locca for any judicial or extra-judicial costs incurred in this regard, liability passes to the Customer.
- 7.4. If the Customer processes the reserved goods to create a new product, this shall not give rise to any obligations on Locca's part. The new product will become the property of Locca, whereby Locca is not required to submit notification of such. If reserved goods are combined, processed or mixed with items that are not the property of Locca, Locca shall acquire co-ownership in proportion to the ratio of the invoice price of the reserved goods to that of the other items.

8. Warranty and liability

- 8.1. The statutory warranty provisions apply in accordance with the following provisions.
- 8.2. Locca does not warrant for the normal wear and tear of the goods or for defects caused by incorrect operation or uninformed handling by the Customer, excessive use or disregard for the maintenance, care and cleaning procedures specified by Locca, or through other forms of improper handling.
- 8.3. Locca reserves the right to satisfy a warranty claim at its own discretion by means of repair, replacement or a price reduction, except in cases where the statutory right to return of the goods and a refund exists. Locca will carry out improvements or replace the goods within six weeks, unless agreed otherwise.

- 8.4. The Customer shall notify Locca in writing of any defects immediately upon their identification. All notifications of defects must be directed to Locca lost & found services GmbH, Liechtensteinstrasse 25/DG, A-1090 Vienna, or submitted by e-mail to office@locca.com.
- 8.5. In the case of replacement of or improvements to goods, Locca accepts no liability for exact conformity with the initial delivery.
- 8.6. Locca is liable for claims for damages brought by the Customer only in the case of intentional or extreme gross negligence on the part of Locca or a vicarious agent, and of minor negligence in cases of personal injury. To the extent permitted by law, Locca's liability for direct and/or indirect consequential damages (including as a result of deficiencies) and for loss of profit is excluded. The provisions of the *Produkthaftungsgesetz* [Product Liability Act] remain unaffected.
- 8.7. Customer claims against Locca in connection with warranty claims and/or claims for damages or the like may not be assigned.
- 8.8. Any guarantees expressly granted by Locca apply only in the case of proper handling of the goods, in particular their professional installation, mounting and proper care. Ordinary wear and tear of the goods, and damage caused by the Customer or third parties are excluded from any guarantee. Manufacturer's guarantees remain unaffected thereby and any claims must be asserted in accordance with their terms of such guarantee.
- 8.9. Locca cannot guarantee error-free data communication via the internet. Locca shall not be liable for the continuous and uninterrupted availability of the online trading system, nor for technical or electronic errors occurring during a sales transaction over which Locca has no influence, in particular for the delayed processing or acceptance of offers.

9. Customer's obligations and exemption from liability

- 9.1. The Customer is obliged to use the products and services offered by Locca exclusively in accordance with the applicable statutory provisions. In the case of tracking **third parties**, the Customer must obtain the consent of the third parties affected. This consent may be obtained informally. However, for reasons of demonstrability, the Customer is expressly encouraged to obtain such consent in writing.
- 9.2. If third parties are not notified of such tracking by the Customer, the latter is in violation of statutory provisions, in particular section 1328a *Allgemeines bürgerliches Gesetzbuch* [Austrian Civil Code] (ABGB) on the right to privacy, under which the unlawful and wrongful infringement on the privacy of an individual is prohibited and compensation is payable for the resulting damages.
- 9.3. The Customer agrees to fully indemnify Locca against any claims asserted against the latter by third parties due to a violation of their rights arising from the unlawful conduct of the former. This exemption from liability applies particularly, but not exclusively, in the case of claims asserted by third parties against Locca due to the unlawful collection of their location data by the Customer. With the exception of cases where the infringement of rights is not due to the culpable conduct of

the Customer, the Customer shall bear the costs for the requisite legal defence of Locca, including all court costs and legal fees at the statutory rate.

- 9.4. If third parties assert a claim against Locca, the Customer undertakes to immediately, truthfully and fully share all information at its disposal which is necessary for an examination of the claims and for Locca's defence. Additional claims for damages by Locca against the Customer shall remain unaffected.

10. Data protection, consent and revocation

- 10.1. The Customer acknowledges that Locca and its vicarious agents use automated systems to collect, store, process and use the personal data of the Customer (first name, last name, post code, address, telephone number, fax number, e-mail address, website address and bank details), in so far as this is necessary for the fulfilment of the contractual relationship with the Customer.
- 10.2. The Customer hereby consents to the automatic collection, storage, processing and use of the Customer's personal data (first name, last name, post code, address, telephone number, fax number, e-mail address, website address and, where voluntarily supplied, date of birth) by Locca for advertising purposes (information on products, news and price promotions sent by Locca by post, SMS or e-mail). The Customer may revoke this consent at any time by sending a written notification to LOCCA lost&found services GmbH, Liechtensteinstrasse 25/DG, A-1090 Vienna or by e-mail to office@locca.com.
- 10.3. The Customer acknowledges that data protection provisions applicable in countries which are not members of the European Union (**EU**) may provide less effective protection than those which apply in the EU.

11. Final provisions

- 11.1. All disputes arising from or in connection with these GTC and all legal relationships between Locca and its Customers are subject to Austrian law to the exclusion of all conflict of law rules of private international law and the UN Convention on Contracts for the International Sale of Goods.
- 11.2. For all disputes arising from or in connection with these GTC and all legal relationships between Locca and its Customers who are not resident in Austria at the time of the conclusion of the Contract, the competent court located in the town where Locca has its headquarters shall have jurisdiction.
- 11.3. If these GTC contain omissions, these shall be rectified by the agreement of legally effective provisions which the contractual partners would have accepted in accordance with the commercial objectives of the Contract and the intended purpose of these GTC, had they been aware of the omissions.

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