

GENERAL TERMS AND CONDITIONS

of Sale for MuseumsQuartier Errichtungs- und BetriebsgesmbH

Last revised October 2022

1. GENERAL PROVISIONS

These General Terms and Conditions of MuseumsQuartier Errichtungs- und BetriebsgesmbH (hereinafter also referred to as "Client") are valid for an indefinite term. These General Terms and Conditions (hereinafter also referred to as "GTC") form the basis and apply to all contracts, agreements, orders, and other legal declarations between MQ E+B GesmbH as the Client and the respective contractor (hereinafter also referred to as "Contractor") in connection with the online sale of tickets, the purchase and sale of merchandise and tickets at MQ Point, and the purchase and sale of MQ furniture. These General Terms and Conditions comprise an integral part of each and every contractual relationship entered into between the Client and the Contractor within the scope of the foregoing.

As fundamental matter, the Client concludes the contractual relationships referred to above solely on the basis and subject to these GTC and informs the Contractor of validity of these GTC both before and after contract conclusion.

By confirming an order, or concluding a contract with the Client, the Contractor confirms that it has read, understood, and accepted these GTC. By concluding the contract, the Contractor accepts these GTC as an integral part of the contract and these GTC thus become legally binding for the parties.

Any GTCs that may have been submitted by the respective Contractor are not accepted, are expressly rejected, have no validity,

and will likewise be rejected in the event of any deviations from these GTC and are not valid on the basis of the Client's objection. They are deemed to be objected to on the part of the Client, even if such an objection is not expressly stated in any specific case. This principle applies likewise in the event of any contrary provisions contained in the Contractor's general terms and conditions. Furthermore, these GTC shall also apply to all additional agreements, supplements, additions, or amendments made after conclusion of the contract. The version of the Client's GTC valid at the time of the conclusion of the contract shall be definitive.

Amendments to these GTC, or subsidiary agreements to these GTC, require the express written confirmation of the Client in order to be valid. If deviations from or subsidiary agreements to these GTC are expressly agreed in writing in any specific case, such deviations shall only apply to the specific transaction for which such express written agreement was made. These GTC of the Client shall continue to apply to all additional transactions with the respective contractual partner.

The Client reserves the right to change these GTC in future. The contractual partner will be informed of any such changes in writing including a statement that the Client will only perform contractually based on the new GTC and that such changes will be deemed to have been implicitly and expressly accepted by the Contractor upon conclusion of an additional contract. Accordingly, the amended GTC shall apply concurrently with the first contract concluded between the Contractor and the Client after the Client informed the Contractor of such changes.

2. PRICES/DELIVERY FEES

MQ E+B GesmbH's prices specified in the purchase agreement concluded between the parties as well as the respective price lists in effect or reflected in the price schedule contained on the MQ E+B GesmbH homepage, shall apply. Prices include the respective statutory value added tax. The purchase price does not include potential customs duties, shipping costs or additional packaging material requested by the customer.

Delivery fees specified by MQ E+B GesmbH in the purchase agreement concluded between the contracting parties, or according to the schedule of delivery fees, shall apply. Delivery fees include the respective statutory value added tax.

MQ E+B GesmbH reserves the right to set prices that vary from price lists in specific cases. The contractual partner will be informed of any price changes when making a purchase or during the ordering process.

We reserve the right to correct pricing and/or typographical errors. The customer will be contacted if the correct price is higher. In such cases, a contract will only be concluded if the customer wishes to make a purchase at the actual price. If the correct price is lower, the lower price will be charged.

The customer will be informed without undue delay if MQ E+B GesmbH cannot accept or execute an order because the relevant merchandise is not available. Any payments that have already been made will be refunded.

Without the express written consent of MQ E+B GesmbH, any set-offs against the purchase price and/or delivery fees based on claims of the contractual partner in relation to MQ E+B GesmbH are expressly prohibited. The foregoing shall not apply to offsets by the contractual partner based on claims that are legally connected to the contractual partner's liability from the present purchase agreement and that have already been finally determined by a court or have been expressly acknowledged by MQ E+B GesmbH.

3. PAYMENT TERMS

The purchase price must be paid concurrently with receipt of merchandise when purchasing merchandise and/or other items at MQ Point.

The contractual partner is obliged to transfer 50% of the purchase price to the account specified by MQ E+B GesmbH in the purchase agreement, free of charges and deductions, immediately after conclusion of the purchase agreement.

MQ E+B GesmbH will arrange delivery of the merchandise ordered by the contractual partner only after receipt of the payment of 50% of the agreed purchase price in the specified account.

The remaining amount consists of the remaining 50% of the purchase price as well as delivery fees; such amount is due for payment upon delivery of the merchandise to MQ E+B GesmbH. The remaining amount is to be transferred by the contractual partner to the account specified by MQ E+B GesmbH in the purchase agreement, free of charges and deductions, without undue delay upon delivery of the merchandise.

4. DEFAULT OF PAYMENT

If the contractual partner is an entrepreneur, the contractual partner shall pay interest on arrears in the amount provided for by law between entrepreneurs in the event of a late payment. Currently, this is 9.2 percentage points above the base rate in accordance with section 456 of the Austrian Enterprise Code ("UGB").

If the contractual partner is a consumer, the contractual partner shall pay interest on arrears in the amount of 5% per annum in the event of a late payment.

5. RETENTION OF TITLE

All merchandise and other items remain the property of MQ E+B GesmbH until full payment of the agreed purchase price and, if applicable, agreed delivery fees.

Accordingly, prior to payment in full as described above, they remain goods merely entrusted to the contractual partner

by MQ E+B GesmbH that may neither be sold, pledged, given away nor lent. Until full payment of the agreed purchase price and the agreed delivery fees for the respective merchandise and other items, the customer is therefore likewise not entitled to dispose of the merchandise or other items without the prior express consent of MQ E+B GesmbH. However, the contractual partner does bear the full risk for merchandise entrusted to them, in particular the risk of destruction, loss and deterioration.

In the event that items delivered subject to retained title are attached, the customer is obliged to immediately take all measures to suspend execution with regard to such items and, in particular, to inform the creditor or the executing body, respectively, of retained title in favour of MQ E+B GesmbH. Furthermore, the customer is obliged to inform MQ E+B GesmbH about any such attachment without undue delay.

The contractual partner shall grant MQ E+B GesmbH access to their house, flat or office to inspect goods subject to retained title after making an appropriate appointment. If the contracting party defaults on their payment obligations, if insolvency proceedings are applied for or opened in relation to their assets, or if the contracting party breaches other obligations, MQ E+B GesmbH is

- at its option subject to continuation of the contract - entitled to demand surrender of the goods subject to retained title and/or to collect such items.

6. TERMS OF DELIVERY/ PICKUP

After the down payment of 50% of the purchase price has been made (see Clause 3. Terms of payment), MQ E+B GesmbH will commission a suitable transport company to transport the merchandise or other items to the address specified by the contractual partner in the purchase agreement. MQ E+B GesmbH will provide the (contact) data provided by the contracting party to such transport company so that a suitable delivery date may be agreed between them. The transport company will deliver the merchandise or other items to the address

specified by the contracting party in the purchase agreement.

Shipping costs will initially be borne by MQ E+B GesmbH.

and subsequently charged to the contractual partner in the form of delivery fees which are to be borne by the contractual partner.

If the contractual partner does not agree with this procedure, the contractual partner is free to designate another suitable transport company to MQ E+B GesmbH and provide all relevant contact details. MQ E+B GesmbH will examine the contractual partner's suggestion but reserves the right to reject the transport company named by the contractual partner if, in the opinion of MQ E+B GesmbH, it does not appear to be appropriate. In such cases, MQ E+B GmbH is entitled to have the respective delivery made by a suitable transportation firm selected by it in accordance with the preceding paragraph.

In any event, the transportation firm shall be commissioned exclusively by MQ E+B GesmbH.

Delivery will generally be made within 4-8 weeks after deposit of a down payment of 50% of the purchase price (see Clause 3. Terms of payment) and such payment has been credited irrevocably to the agreed account designated MQ E+B GesmbH, free of charges and deductions.

Used MQ furniture and/or other used merchandise shall be picked up the buyer from MQ E+B GesmbH.

MQ furniture and/or other used merchandise will only be surrendered upon verified payment in full of the purchase price and/or deposit to MQ E+B GesmbH's bank account.

If the used MQ furniture is not collected from the agreed location within 14 days of the agreed handover, the seller is entitled to store such furniture at the contractual partner's expense and to charge the contractual partner a fixed fee of EUR 20 for each calendar day or part thereof.

7. PASSAGE OF RISK

If the contractual partner is an entrepreneur, risk, in particular the risk of damage or loss, of unforeseeable circumstances or other changes in merchandise shall pass to the contractual partner as soon as the merchandise or other items have been transferred to the forwarding agent/carrier and the transportation firm.

If the contractual partner is a consumer, risk, in particular the risk of damage or loss, of unforeseeable circumstances or other changes in merchandise shall pass to the contractual partner as soon as the merchandise have been delivered to the contractual partner or third party designated by the consumer other than the forwarding agent/carrier and the transportation firm.

Goods are transported exclusive by an independent carrier. MQ E+B GesmbH does transport merchandise and therefore does not purchase separate shipping insurance.

8. WARRANTY/LIABILITY

Merchandise and other items sold by MQ E+B GesmbH are primarily objects of art purchased on the basis of their design and do not generally have a practical use. Any liability and/or warranty for any specific characteristics, specific use or suitability of the merchandise and/or other items is expressly excluded.

The warranty period is six (6) months from the date of delivery of the merchandise or other items at the address specified by the contractual partner.

Applicable statutory warranty periods shall apply in the case of the sale of new goods to consumers. A reduced warranty period of one year applies in the case of sales of used goods.

Liability on the part of MQ E+B GesmbH for any damages in connection with the sale of merchandise and/or other items is excluded. The foregoing exclusion does not apply to liability for personal injury, liability for damages which MQ E+B GesmbH has caused deliberately or

through gross negligence and to liability under the Product Liability Act.

9. INSPECTION OF MERCHANDISE/NOTICE OF DEFECTS

The contractual partner is obliged to check the completeness and integrity of the merchandise or other items immediately after their delivery or receipt and to report any defects to MQ E+B GesmbH within a reasonable period, but in any event no longer than two (2) weeks (obligation to report defects).

Defects that may only be discovered at a later time (latent defects) must be reported to MQ E+B GesmbH immediately after discovery.

If the contractual partner is an entrepreneur, they waive any warrant claims and claims for damages in relation to MQ E+B GesmbH if they do not performance an inspection (section 377 (2) of the Austrian Enterprise Code ("UGB")).

10. DATA PROTECTION AND CONFIDENTIALITY

The contractual partner expressly agrees that MQ E+B GesmbH may collect, automatically process and use all contractual and personal data disclosed to MQ E+B GesmbH by the contractual partner in the course of performance of the contract to the extent permitted within the scope of the Data Protection Act. Data related to the contract shall only be retained for as long as is strictly necessary for the purposes for which they were collected or processed. In addition, MQ E+B GesmbH is entitled to disclose such data retained by it to authorities, public bodies, contractual partners and parties' legal representatives.

The contracting parties mutually undertake to treat as strictly confidential all business secrets and confidential information of the other contracting party of which they become aware, directly or indirectly, in the course of performance of the contract and shall not disclose such information to third parties, exploit such information or use such information without the prior written consent of the

party concerned. This applies to all business secrets and confidential information of the other contracting party, in particular information concerning managing directors or other executives, concerning employees, concerning sources of supply, customers and other contractual partners, concerning contract conclusions and conditions, concerning economic, technical, operational, fiscal and personal data/master data, concerning business papers and business plans of all kinds as well as concerning internal operational matters.

The preceding duty of confidentiality shall also extend to automatically processed data and their transmission within the meaning of section 6 of the Data Protection Act as amended.

The preceding duty of confidentiality shall not apply if (i) the confidential information has been previously disclosed without the other party's involvement, the other party has consented to the disclosure expressly and in writing or (ii) there is an obligation to disclose the confidential information and/or the trade secret by order of a court, order of a governmental authority or applicable law. The contracting parties shall take all reasonable and appropriate precautions to ensure confidentiality. Confidential information will only be disclosed to those employees or other third parties who are required to receive it by virtue of their duties related to the performance of the contract.

The preceding non-disclosure obligations of the contractual partners shall survive the termination of the contractual relationship. The contractual partners are therefore obliged to maintain the confidentiality of the aforementioned business and trade secrets even after the performance and termination of the contractual relationship.

11. FINAL PROVISIONS

There are no verbal ancillary agreements to this contract. Amendments and supplements to the contract must be made in writing. This also applies to any waiver of this written form requirement.

The invalidity or ineffectiveness of any specific contractual provision shall not affect the validity of the

contract as a whole. Void or ineffective contractual provisions shall be replaced by lawful and effective contractual provisions that come as close as possible to achieving the purpose and economic substance of the invalid contractual provisions concerned. The same applies accordingly to the supplementary interpretation of the contract due to any unintentional loopholes in the contract between MQ E+B GesmbH and the contractual partner including these General Terms and Conditions.

The parties have agreed to the exclusive jurisdiction of the competent court for 1070 Vienna for all disputes arising under and in connection with this contract. These General Terms and Conditions are subject to Austrian law to the exclusion of conflicts of laws principles that refer to foreign law and the United Nations Convention on Contracts for the International Sale of Goods.

The terms and conditions and the purchase agreement are written in German, with the contracting parties also receiving an English translation. Solely the German version of the purchase agreement will be signed. In the event of differences of interpretation and/or disputes, the German-language version shall take precedence over the English-language version.

The preceding General Terms and Conditions shall only apply to consumer transactions within the meaning of the Consumer Protection Act ("KSchG") to the extent that they do not contradict any non-waivable provisions of the Consumer Protection Act.