

ONLINE SHOPPING

GENERAL TERMS AND CONDITIONS

Valid as of 14.11.2016

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1 General Information

These General Terms and Conditions (hereinafter: GTC) Austrian Post (hereinafter referred to as: Austrian Post) apply to orders of merchandise placed via Austrian Post's online shop by the customer. Application of the customer's terms and conditions is expressly excluded.

Transfers of rights and obligations of a contractual relationship entered into by the buyer based on these online GTC shall require Austrian Post's written consent.

2 Contract Conclusion

The customer's order represents an offer to Austrian Post to conclude a contract. The contract comes into being after express written acceptance of the buyer's order by Austrian Post and/or actual fulfillment of the delivery or service ordered by the buyer. Mere confirmation of receipt of an order by Austrian Post does not construe acceptance and solely serves to inform the buyer. Austrian is expressly not bound to accept incoming offers of contracts or orders.

If Austrian Post refuses an incoming offer of contract (order), then it shall notify the buyer of this, without giving reasons (via e-mail).

3 Scope of Service and Product Information

The current complete offering of merchandise that can be purchased in Austrian Post's online shop can be seen in the online shop. Merchandise for which a detailed description is required are described in Appendix 1 Product and Price List.

4 Charges

All prices are gross charges in Euros, including all legally owed taxes and fees, namely value added tax and where applicable the advertising tax, excluding shipping and freight insurance (shipping costs). For value added tax purposes, shipping costs share the fate of the primary service, i.e. they include all legal duties that apply to the charge for the respective delivery/service. Prices are apply until revoked.

4.1 Deliveries Abroad

For deliveries abroad (EU and third countries), the amount of the gross charge is based on the place of delivery (Dir.2006/112/EC in conjunction with Dir. 2008/8/EC), the contractual partner (company/non-company) and the applicable tax rate pursuant to the regulations of the respective national value added tax law.

4.2 Shipping Costs

Except where otherwise indicated, the following shipping costs are charged:

Domestic (Austria)	Up to EUR 20.00	EUR 4.95
Domestic (Austria)	About EUR 20.00	EUR 0.00
Europe tariff zone ¹⁾	Up to EUR 20.00	EUR 9.95
Europe Tariff zone ¹⁾	About EUR 20.00	EUR 0.00
World Tariff zone ²⁾	Up to EUR 20.00 (priority)	EUR 14.95
World Tariff zone ²⁾	About EUR 20.00 (priority)	EUR 0.00

¹⁾ EUROPE Tariff Zone:

Albania, Andorra, Armenia, Azerbaijan, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark (incl. Faeroe Islands and Greenland), Germany, Estonia, Finland, France (including Guadeloupe, French Guyana, Martinique,

Mayotte, Réunion, St. Pierre und Miquelon), Georgia, Gibraltar, Great Britain and Northern Ireland (incl. Guernsey, Jersey, Isle of Man), Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Macedonia, Moldavia, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal (incl. Azores, Madeira), Romania, Russian Federation, San Marino, Sweden, Switzerland, Serbia, Slovakia, Slovenia, Spain (incl. Balearic Islands, Canary Islands), Turkey, Ukraine, Vatican, White Russia.

2) WORLD tariff zone:

All countries and regions that are not listed in the "Europe" tariff zone. Shipments with an order amount of over 70.00 Euros will always be shipped registered and "priority".

5 Deliveries

A delivery is generally made within the period indicated to the buyer online, however by no later than the legal delivery period of 30 days after contract conclusion. Delivery is made via post, train or shipping agent. Cancellation due to delay is not permitted until these 30 days have elapsed.

6 Buyer's Obligations

The buyer is required to check the delivered merchandise immediately for obvious shipping damage and to notify the delivery agent of Austrian Post, the Railway Company or the shipping agent at the time of acceptance. If the buyer becomes delinquent with the delivered order (delivery) or if he refuses to accept the delivery, then the buyer is required, pursuant to Item 9 of these GTC, to compensate Austrian Post. Austrian Post shall be entitled, at its option, to insist of a return of the delivery or to demand appropriate compensation for the costs incurred (loss of value, shipping and handling costs, etc.) Risks are transferred to the buyer upon acceptance of the merchandise.

6.1 Right of rescission

If the buyer is a consumer as defined by the Consumer Protection Act (KSchG), as amended, he can withdraw from a statement of willingness to enter into a contract within 14 days as of the day on which he, or a third party designated by him, who is not the carrier, took possession of the last merchandise and to do so without providing reasons. For contracts concern regular delivery of of merchandise over a set period, the rescission period begins on the day on which the buyer or a third party named by him and who is not the carrier gains possession of the first merchandise.

In order to exercise his right of rescission, the buyer must inform Austrian Post (Österreichische Post AG, Sammler- Service, Steinheilgasse 1, 1210 Vienna, Austria, National tel.: 0800 100 197; Fax: +43 (0) 577 67 – 95195; E-mail: sammler-service@post.at) by means of a clear statement (e.g. with a mailed letter, fax or e-mail) about his decision to withdraw from the contract. The buyer can use the sample rescission form, which is however not compulsory.

To preserve the rescission, period, it is sufficient to send the notice of rescission before the rescission period.

Excepted from this right of rescission are merchandise which are customized to the customer's specifications or clearly customized to his personal needs (§ 18 (1) Item 3 Federal Act on Mail Order and Contracts concluded outside of Business Premises (Mail Order and External Transactions Act - FAGG) as amended) (e.g. Meine.Marke) as well as sound and video recordings delivered in sealed packaging if their seal has been removed after delivery (§ 18 (1) Item 8 Mail Order and External Transactions Act - FAGG) as amended).

Consequences of Rescission:

In the event of an effective rescission, the merchandise must be sent back or returned by the buyer immediately, but no later than 14 days as of the date of the notice of rescission to:

Austrian Post
Collector's Service
Steinheilgasse 1
1210 Vienna

Austria

Austrian Post Flexiboxes must be sent back or returned to:

Steurer GmbH
Staudenstrasse 34
6844 Altsch
Austria

The deadline is preserved if the buyer sends out the merchandise within 14 days of the deadline. The buyer shall bear the direct costs of return shipping.

Austrian Post shall refund to the buyer all payments received by it, including shipping costs (with the exception of any additional costs incurred as a result by the buyer selecting a form of shipping other than the standard shipping modality offered by Austrian Post) immediately and no later than 14 days as of the date of receipt of the notice of rescission via the same method of payment that the buyer used for the original transaction barring other arrangements; under no circumstances will the buyer be charged costs due to this refund. Austrian Post reserves the right to refuse a refund until it has gotten the merchandise back or until the buyer has provided proof of return shipping, whichever comes first.

The buyer must only cover any loss in value of the merchandise if upon examination of the condition, characteristics and method of functioning of the merchandise, said loss can be attributed to unnecessary use thereof.

7 Conditions of Payment

The goods shall be delivered to the buyer after payment has been received by Austrian Post. The buyer has the option to choose between several payment methods. He must ensure that there are sufficient funds available to cover the selected payment method.

For identified customers, (i.e. customers who came in to an Austrian Post branch with an officially valid identity card, via mobile signature or the Austrian Post identification procedure) and existing customers with a corresponding payment agreement, it is possible to pay on account if this is offered in the online shop. The invoice amount is due within 14 days after receipt of invoice. In case of non-compliance with the payment deadline agreed upon with Austrian Post, Austrian Post shall be entitled, reserving the right to assert further compensation for late payments, namely bank charges, charge late payment interest in the amount of 9.2 % over the prime rate per year; the outstanding invoice amount after expiry of the payment term shall serve as the base of recovery. Austrian Post has the right to charge buyer all dunning and collection fees required to collect the amount due, in particular any attorney's fees incurred. The buyer is not entitled to offset his claims against claims by Austrian Post, although this offsetting ban does not apply to consumers as defined by KSchG, as amended.

Any wire and bank fees as well as any roaming charges shall be born by the customer himself.

8 Retention of property

The merchandise delivered to the buyer remains the exclusive property of Austrian Post until full payment based on the contract entered into has been made.

9 Guarantee and Damage Compensation

Due to different colour settings on monitors and other reproduction media, minor colour differences can occur in printed final products custom-made according to the customer's specifications; this shall not entitle the customer to any guarantee or compensation.

9.1 Guarantee

In case of a guarantee, the buyer first has the right to request that Austrian Post rectify the defects. If the defects cannot be rectified, or if rectification attempts are unreasonable for the buyer, the buyer can request an exchange or discount.

9.1.1 Guarantee Claims in Case of Major Damage or Faulty Performance

9.1.2 Faulty Performance

If ordered items (in particular with regard to order quantity, quality) are not delivered as ordered (faulty performance), then the buyer, and solely concerning items deviating from the order, can request a new delivery - excepted from this are minor processing marks, minor colour differences as well as minor deviations in positioning of the images. If it is not possible to reproduce or if this is associated with an excessive cost for Austrian Post, then Austrian Post, provided the customer has already paid the charge, refund the amount for the portion of the order which was damaged or not delivered as ordered. The defective items must be returned to Austrian Post at the same time.

9.1.3 Deadlines

A guarantee claim pursuant to Item 9.1.2 Faulty Performance must be legally asserted by a consumer within 2 years and by companies as defined by § 1 KSchG within 6 months; the period starts running on the business day (except Saturday), following the order.

9.1.4 Commercial transaction

If the order is made for the customer in the scope of a commercial transaction as defined by the Commercial Code (UGB), then he must immediately report the delay in writing; if the customer fails to do so, then the order shall be considered to have been properly fulfilled (§§ 377, 378 UGB).

9.1.5 Delayed Performance

If ordered items are not delivered timely to the customer, Austrian Post shall find itself in a case of (objective) delayed performance; in this case and exclusively concerning items deviating from the order, the customer can request a new delivery; if this is impossible, or associated with an excessive cost for Austrian Post, then Austrian Post can, provided the customer has already paid the charge, refund the charge to the customer.

9.2 Compensation

9.2.1 Negligence

Austrian Post shall be liable to the customer for damages caused by it or individuals acting on its behalf under the law only in case of premeditation or gross negligence. Austrian Post shall not be liable - unless otherwise required compelling legal provisions - for slightly negligently caused damages. This does not apply to consumer as defined by §1 KSchG for personal damages.

9.2.2 Consequential Damages

Any liability of Austrian Post exceeding this, in particular for loss of profit, damages due to delay, loss of assets, consequential damages, unrealized savings, interest losses, as well as damage from third party claims against the customer is, unless otherwise required by compelling legal provisions, excluded.

9.2.3 Compensation Amount

Austrian Post shall only be liable up to the amount paid for the order. This amount is, unless otherwise required by compelling legal provisions, limited to 70.00 Euros.

9.2.4 Force Majeure

If production/delivery is delayed due to circumstances outside of the Party's control, e.g. cases of force majeure, unforeseen operating interruptions, official interventions, transport damage and labour disputes, this shall be taken into account when determining whether the delivery took place on time.

9.2.5 Commercial Transaction

Damage claims by companies as defined by the Commercial Code as well as other legal entities under commercial law must be made vis-à-vis Austrian Post in writing within four weeks after the business day following the order and delivery (except Saturday).

9.2.6 Transport and Delivery

The provisions of the National Letter GTC or International Letter GTC, respectively, as amended shall apply to the transport and delivery of a Letter (e.g. postcard app).

9.3 Entitlement to Compensation of Austrian Post

If, in conjunction with the production and publication of a product suited for this purpose, Austrian Post is injured, bothered, threatened and/or slandered in its rights by a third party, the customer shall hold Austrian Post completely harmless and exempt it from any damages.

10 Data Protection

The buyer agrees that Austrian Post may, in the scope of the business relationship, electronically save, process and potentially, exclusively for the the purposes of carrying out the transaction, transmit its personal data to the necessary business partner or partners.

Austrian Post follows the legal provisions of the Data Protection Act (DSG 2000) and the Telecommunications Act (TKG 2003). All personal data made available by the buyer shall only be used for those services desired by him. These services shall generally follow an inquiry by the buyer unless other he has decided or approved something to the contrary.

Personal data are used exclusive for product-specific surveys and marketing activities, if the buyer has given his consent to such in advance or when permitted by law and the customer has not made any objection to such. Personal data of the buyer shall not be forwarded, sold or otherwise made available to third parties unless rendered necessary by contractual services or when the user has given his consent to do so.

11 Jurisdiction

Austrian Law shall apply to disputes arising from and in conjunction with a contract based on these GTC, unless otherwise provided for by law, to the exclusion of the UN Sales Convention and provisions regarding conflicts of law. In case of proceedings against consumers whose primary domicile is in Austria, or who are employed in Austria, court of the place of residence or usual abode or the place of employment of the consumer shall have jurisdiction. Otherwise, unless otherwise required by compelling legal provisions, the Court of substantive jurisdiction for 1030 Vienna is agreed upon.

12 Contact

In case of questions, Austrian Post's Customer Service department is available online at www.post.at/kundenservice or by telephone at 0800 010 100. For questions on stamp collecting products, the Collector's Service can be called at 0800 100 197. For additional questions regarding dispute resolution, write to www.post.at/kontakt or the Internet Ombudsman at: beratung@ombudsmann.at, Internet: www.ombudsmann.at.

13 Appendix 1 – Product List

13.1 "Meine Marke" Postage Stamp (MM)

13.1.1 Subject of Service: MM

Meine Marke [My Stamp] (hereinafter referred to as: MM) is a custom-designable postage stamp; it is composed of a forgery-proof frame/offset print ("basic print") with a fixed border in which it is possible to select, in the colours offered including, optionally "Österreich" or "Austria" and a face value between EUR 0.68 and max. EUR 9.99, as well as the printable empty area. An image (hereinafter referred to as: image) digitally provided by the customer will be displayed in the empty area; post-processing of the supplied image by Austrian Post is not possible. MM can be ordered as a wet-adhesive (gummed) or self-adhesive version.

It is not permitted to exchange MM for other stamp values. For MM with a freely selectable face value, the customer shall not be entitled to a refund regarding any overpaid charge for postage.

Austrian Post ships within 30 days of approval of the image and the order to the address provided by customer.

Orders with the paid extra option "premium order" are given priority treatment and produced and sent to the customer at the address provided within 48 hours after approval of the image and ordering by the customer. Production takes place exclusive from Monday to Friday. Therefore, Saturday, Sunday, and legal Holidays shall not be counted. Shipping is done via standard shipping and pursuant to the National or International Letter GTC, as amended, and shall not be included in the time period indicated above.

The periods shall be lengthened due to factors beyond the parties' control, e.g. cases of force majeure, unforeseen operating interruptions, official interventions, labour conflicts, etc. by the duration of the impediment.

The MM are produced in 20-stamp sheets, whereas for each order, only one image design, one colour border and one face value can be used; the order quantity must in any case be divisible by 100. The minimum order is 5 sheets (i.e. 100 MM stamps).

Austrian Post reserves right to exclude images designs from the production of an MM without giving reasons. Image designs that violate morals and/or applicable law shall always be excluded. In the event of a rejection, the customer shall receive a written notice via e-mail or letter. The image shall not be returned to the customer in any case.

13.1.2 Subject of Service: MM Mix

In deviation from Item 14.1.1 above, the following applies to Meine Marke Mix [My Stamp Mix] (hereinafter referred to as: MM Mix):

MM Mixes are produced in 20-stamp sheets, whereby for each order, up to 20 different image designs, colour borders and face values (face value freely selectable between EUR 0.68 and EUR 1.00) can be used; the order quantity must in any case be divisible by 100. The minimum order is 5 sheets (i.e. 100 MM). The sheets are all identical.

Austrian Post reserves right to exclude images designs from the production of an MM mix without giving reasons. Image designs that violate morals and/or applicable law shall always be excluded. In case of exclusion of a single image design, Austrian Post reserves the right to refuse the entire order. In the event of a rejection, the customer shall receive a written notice via e-mail or letter. The image shall not be returned to the customer in any case.

13.1.3 Subject of Service: MM 48

In deviation from Item 13.1.1 above, the following applies to Meine Marke 48 [My Stamp 48] (hereinafter referred to as: MM 48):

Order quantity: 20 (printed on one 20 stamps (printed on one sheet)

Face value freely selectable between EUR 0.68 and 1.00.

MM 48 are produced within 48 hours after approval of the image and ordering. Shipping to the address given by the customer is done pursuant to the National or International Letter GTC as amended, and shall not be included in the 48 hour period. Production of MM 48 takes place exclusively Monday through Friday. Therefore, Saturday, Sunday, and legal holidays shall not be counted in the 48 hours.

The periods shall be lengthened due to factors beyond the parties' control, e.g. cases of force majeure, unforeseen operating interruptions, official interventions, labour conflicts, etc. by the duration of the impediment.

13.1.4 Contractual object MM sheet stamp booklets "Our wedding" and "My baptism album"

The purchase of the products stamp booklet "Our wedding" and stamp booklet "My baptism album" includes a "my stamps" sheet with 8 customisable stamps (hereinafter "MM sheet"). The voucher code in the stamp booklet must be entered when you order the MM sheet in the online shop of Austrian Post. For the MM sheet, point 13.1.1. applies with the following exceptions:

The MM sheet comes in A5 format, and up to 8 different motifs (only in portrait format) and coloured borders can be used. The quantity and nominal values are fixed (4 stamps worth 68 cent and 4 stamps worth 80 cent). The purchase quantity is 1 sheet with 8 stamps and is available as a wet-adhesive paper version.

Austrian Post reserves the right not to produce certain customisable stamp motifs without giving reasons; in any case, motifs that violate moral principles and/or are a violation of legal regulations are excluded. Even if only one motif is excluded, Austrian Post reserves the right to refuse the entire order. In this case the customer will be notified by email or letter. The image will not be returned to the customer.

The additional "premium order" option is not available.

13.1.5 Customer's Obligations

By ordering, the customer confirms that he has all rights to the image supplied (in particular copyrights, trademark rights, etc.), if individuals are depicted on the image, that these individuals depicted consent to publication on Meine.Marque and, pursuant to the next paragraph, if the image design is a work as defined by the Copyright Act as amended, that the customer is empowered to process it, reproduce it and disseminate it.

The customer grants Austrian Post, free-of-charge, the right to process and reproduce the image for the purpose of the ordered MM. Austrian Post further reserves the right to use the MM produced, with the customer's express consent, for marketing purposes on the Internet, e.g. on its own websites, as well as various social media platforms, such as the corporate profile on Facebook (www.facebook.com/unserepost); this consent can be revoked at any time. Austrian Post is not required to check the image supplied for accuracy, completeness or compliance with legal requirements.

13.1.6 MM Dimensions

- Total Size: 42.00 x 35.00 mm Landscape Format 35.00 x 42.00 mm Portrait Format
- Image Size: 34.00 x 21.00 mm Landscape Format, 27.00 x 29.00 mm Portrait Format
- Sheet Size: A4

The image supplied by the customer must meet the following requirements:

- Data Format: JPG in RGB Colour Mode (CMYK is not supported)

•• Minimum Size: 420 Pixels (for portrait format, refers to width, for landscape format, (refers to height)

Optimal Size:

Portrait Format:

Width = 548 Pixels

Height = 588 Pixels

Landscape Format:

Width = 828 Pixels

Height = 536 Pixels

13.1.7 Charges

Charges listed are gross charges, i.e. including all legally owed fees and taxes, namely value added tax and the marketing tax.

In addition, in the case of a freely selected face value, for each stamp the difference between the face value of EUR 0.68 and the freely selected face value shall be invoiced.

13.2 Austrian Post Mail Collection Box (Post Empfangsbox)

The Austrian Post Mail Collection Box (hereinafter referred to as "Postbox") is available in various versions which differ according to the installation location, size and colour. The customer selects the box according to his needs and specifies the size, colour and number. The order includes on-site installation. In order to enable installation, a contact person must be listed in the online form. After receipt of payment, the contact person is contacted, to set up an appointment for installation.

When ordering, Austrian Post checks whether installation in area selected by the customer (postal code) is possible. Orders for all of Austria cannot be guaranteed and are based on the location and availability of the automatic lockbox.

The Postbox is equipped with an encoded security lock. The box is supplied with power via a battery and thus does not require any additional connections. If needed, the battery will be replaced by Austrian Post.

After paying the purchase price in full, the Postbox becomes the property of the customer (see scope of delivery) at the time it is given to the customer and the customer will also have the right to use the locking system software installed on the security lock in accordance with the licensing agreement to be closed at the time of placing the order.

13.3 Austrian Post Flexibox

With the Austrian Post Flexibox (hereinafter referred to as "Flexibox"), parcels, large-format letters and small parcels shipped by Austrian Post can be securely deposited right at the customer's doorstep (flat or house) when the customer is not home. To use the Flexibox, a valid release delivery authorization and a licensing agreement with Austrian Post is required. The Austrian Post Flexibox may only be ordered in Austria and is subject to availability.

The Flexibox is equipped with an encoded security lock. The Flexibox is supplied with power via a battery and thus does not require any additional connections. If needed, the customer shall replace the battery.

Information about the most important Flexibox properties will be provided to the customer in the product specification document in the online shop. Before ordering, the customer shall verify if the (structural) conditions at his home (especially the nature of the door to the flat/house, the doorframe etc.) allow for the use of the Flexibox.

The customer shall take into account the manual that comes with the Flexibox which is also available as part of the product specification in the online shop. In addition, the customer shall make sure that

the Flexibox is not used in a way that would violate legal regulations (especially escape route regulations) or that personal injury or material damage might occur.

After paying the purchase price in full, the Flexibox becomes the property of the customer (see scope of delivery) at the time it is given to the customer and the customer will also have the right to use the locking system software installed on the security lock in accordance with the licensing agreement to be closed at the time of placing the order.

13.4 Magazine Subscriptions

13.4.1 Subject of Service

Austrian Posts offers the option to purchase newspaper and magazine subscriptions on its websites on the Internet. Austrian Post acts solely as an intermediary for signing up for subscriptions in this regard and does not become a party to the subscription agreement between the publisher and the customer.

13.4.2 Establishment of the Subscription Contract

Ordering the newspaper/magazine by the subscriber is a binding offer. The publishing company can accept this offer by sending an order confirmation within 2 weeks. The subscription is entered into exclusively between the publishing company and the customer.

Processing of the order - except for forwarding to the publishing company - as well as support and management of subscription agreements are handled exclusively by the publishing company or service providers contracted by it.

13.4.3 Scope of Service, Delivery, Charges

With regard to the contractual obligations in connection with the subscription agreement, in particular delivery times, subscription obligation, subscription price, payment conditions, agreement duration and termination, the General Terms and Conditions of the publishing company apply. The general terms and conditions of the publishing companies can be consulted on the websites of the respective companies.

Regular delivery, in case of offer acceptance by the publishing company, starts depending on the publisher and type of release of periodical ordered, no earlier than 3 to 6 weeks after order placement by the customer.

The subscription prices listed in Austrian Post's online shop are based on the valid price commitment of the publishing company; adjustments by the publishing company are reserved.

Austrian Post is subject to neither a performance obligation nor liability in connection with the contractual relationship. It is not liable for the content of the subscription agreement, in particular the general terms and conditions of the publishing companies.

13.4.4 Liability of Austrian Post

Austrian Post only guarantees the proper forwarding of the customer's order to the publishing company. Any liability claims against Austrian Post are excluded, as long as such is permitted by law.

13.4.5 Miscellaneous

The General Terms and Conditions of the publishing company apply to changes to the subscription agreement and statements regarding such changes should be sent directly to the publishing company. Austrian Post is not required to forward any statements from the customer to the publishing company.

Austrian Post
Postal Customer Service
Hotline Tel.: 0800 010 100
www.post.at/kundenservice
Haidingergasse 1, 1030 Vienna
www.post.at
Legal form: Aktiengesellschaft (Stock Corporation)
Headquarters in the political municipality of Vienna
Company Register No. FN 180219d at the Commercial Court of Vienna

Misprints and typographical errors excepted. (If it's really important, you ought to send it by post.)