

GENERAL TERMS AND CONDITIONS OF SWACRIT SYSTEMS GMBH

1. Scope

These terms and conditions apply to all legal transactions and legal relationships between SWACRIT systems GmbH as the contractor (hereinafter referred to as the "Contractor") and the customer as the client (hereinafter referred to as the "Client"), unless the contracting parties have expressly agreed otherwise in writing. In particular, the Customer's terms and conditions of business shall only be valid if they have been expressly accepted by the Contractor in writing.

2. Offers / Cost estimates

Offers or orders shall be accepted by the Contractor by written confirmation. Cost estimates are prepared by the Contractor to the best of its knowledge, but no guarantee can be given for their completeness and correctness. The offers are subject to change insofar as the Contractor may exceed the costs stated therein by up to a maximum of 10 (ten) percent, insofar as the Customer does not object within 14 (fourteen) days to a notification received in this respect regarding the cost overrun.

3. Delivery / Service

Delivery will be made EX WORKS (Incoterms 2010). Delivery/performance periods are non-binding unless they have been expressly agreed as binding in writing in the order confirmation or in the individual contract.

Should it not be possible to meet the expected delivery date announced by the Supplier or should other changes concerning the Supply occur, the Supplier shall immediately inform the Customer and announce the new expected delivery date. Should the Contractor fail to fulfil its obligations due to unforeseeable circumstances or circumstances beyond the control of the Contractor, such as operational disruptions, governmental measures and interventions, energy supply difficulties, failure of a supplier that is difficult to replace, strike, obstruction of traffic routes, delay in customs clearance or force majeure hindered, the delivery/performance period shall be extended to a reasonable extent. It is irrelevant whether these circumstances occur with the contractor itself or with one of its suppliers or subcontractors. Adequate partial delivery as well as deviations of +/- 10% from the order quantity for series deliveries are permissible.

4. Remuneration / Prices / Payment / Right of retention

Unless otherwise agreed, invoices from the contractor to the client are due for payment within 30 days. If you pay within 8 days, a discount of 2 percent is granted. In the case of partial deliveries, the contractor may issue partial invoices.

In the event of late payment, the statutory default interest for entrepreneurial transactions (currently 9.2% above the base interest rate) applies. A handling fee of at least EUR 7.00 per reminder will be charged for each reminder.

In the event of agreement on instalments, deadlines will be lost if only one instalment is made on time or not in full. When the date loss occurs, the entire outstanding balance is due immediately for payment. In the event of a loss of time, the contractor shall have the right to take the goods delivered under retention of title into custody without rescission of the purchase contract until the entire receivable including ancillary costs is fully covered. The contractor is entitled to demand a higher than the agreed remuneration or purchase price if the calculation bases existing at the time of placing the order, such as raw material prices, exchange rates or collectively agreed personnel costs, change after the conclusion of the contract.

All prices and fees are – unless expressly stated otherwise – plus the applicable statutory VAT.

The benefits agreed upon at the conclusion of the contract, such as discounts and discounts, are granted on the condition of timely and full payment. In the event of default with even a partial performance, the contractor is entitled to offset it.

The assertion of a right of retention and objection of the unfulfilled contract by the client in the event of alleged defects is excluded. Offsetting by the client with counterclaims or asserted price reduction claims is only permissible if the claim has been legally established or has been acknowledged in writing by the contractor.

Should the client's financial situation deteriorate, the contractor shall be entitled to charge the agreed fee or purchase price immediately and to execute the order only against advance payment.

5. Transfer of risk

Place of performance shall be the registered office of the contractor. The risk passes to the client as soon as the contractor makes the object of purchase available for collection at the factory or warehouse, regardless of whether the goods are handed over by the contractor to a carrier or carrier. A sufficient amount of transport insurance shall only be taken out upon written application by the client.

6. Retention of title

All goods and products shall remain the property of the contracting authority until full payment has been made by the contracting authority, even if the goods to be supplied or manufactured are resold, altered, worked, processed or blended. In the event that the Client acquires sole or co-ownership of the Contractor's property with other movable property by combining, mixing or mixing the Contractor's property with other movable property to form a single new object, the Client shall immediately transfer the ownership to the Contractor with the simultaneous undertaking

that the new object will be properly and free of charge for the Contractor. to be kept in a safe place.

Until all receivables of the contractor have been paid in full, the service/purchase item may not be pledged, transferred as security or otherwise encumbered with the rights of third parties. In the event of attachment or other use, the client is obliged to point out the contractor's right of ownership and to inform the contractor immediately. Also in the event of resale of the goods subject to retention of title or of the new item made from them, the Customer shall inform the Customer of the Contractor's ownership.

7. Guarantee

The warranty period is limited to six months and starts from the transfer of risk within the meaning of these GTC.

The existence of defects has to be proved by the client; contrary statutory provisions concerning a presumption of defects do not apply in any case.

No warranty claims exist in the event of defects caused by improper handling or overloading; if statutory or contractor-issued operating or installation regulations are not complied with; in the event of faulty or missing assembly or commissioning by the client or third parties, in the event of natural wear, transport damage, improper handling Storage, in the event of operational disturbances (e.g. insufficient power supply), chemical, electrochemical or electrical influences, in the event of non-performing of necessary maintenance, in the event of poor maintenance or in the event of defects caused by similar actions or omissions.

In the event of any other loss of warranty claims, complaints of any kind shall be notified in writing without undue delay, stating the possible causes. Verbal, telephone or non-immediate complaints and complaints are not taken into account. After an agreed acceptance has been carried out, the complaint of defects that were detectable at the time of acceptance is excluded.

If goods or works are manufactured or processed on the basis of information, drawings, plans, models or other specifications of the Client, the Contractor shall guarantee only that they are carried out in accordance with the specifications.

If changes to the purchased object or works are made by the Client without the Contractor's prior written consent, the Contractor's warranty obligation shall expire.

In the event of warranty, the Supplier is entitled to determine the type of warranty (improvement, replacement, price reduction or conversion).

8. Liability and product liability

The contractor is only liable for damage caused intentionally or through gross negligence. Liability for slight negligence is excluded with the exception of personal injury. The contractor's fault must be proven by the client.

Liability for indirect damages, consequential damages, lost profits, financial losses, damages due to business interruption, loss of data, loss of interest as well as damages due to claims of third parties against the client is excluded.

Any liability of the contractor is in any case limited in amount to the amount of the agreed fee or the purchase price for the respective order. Contracts accepted by the contractor are only accepted subject to this limitation of liability. Any further liability of the contractor is expressly excluded.

The client shall inform the contractor immediately of discovered defects in the goods or the work in the event of any other loss of claims. Claims for damages must in any event be asserted in court within six months in the event of any other forfeiture.

Liability is generally excluded in the event of non-compliance with any conditions for installation, commissioning and use or the official approval conditions.

If, in whatever case, a penalty has been agreed upon at the contractor's expense, this shall be subject to the judicial right of moderation and the assertion of damages beyond the penalty shall be excluded.

9. Early initiation of contract and error

If a delivery/service is not possible for reasons for which the client is responsible or if a client fails to fulfil a legal or contractual obligation owed to him towards the contractor, the contractor is entitled to withdraw from the contract. In this case, the contracting authority shall compensate the contractor for all resulting disadvantages and lost profits.

Withdrawal from the contract by the customer due to delay in delivery is only possible by setting an appropriate grace period corresponding at least to the originally announced delivery period. Withdrawal must be asserted by registered letter. The right of withdrawal relates only to the part of delivery and performance in respect of which there is default.

The client waives the right to challenge/adjust this contract due to error.

10. Acceptance of goods from the client or a third party for editing and processing

The aforementioned provisions shall also apply to the acceptance by the Contractor of an item provided by the Client for processing and processing, subject to the following provisions: If the Contractor accepts an item provided by the Client for the purpose of carrying out a processing or processing commissioned by the Client, he shall not be obliged to check and warn the Client as to whether the item is suitable for the processing or processing commissioned. A warning obligation of the client exists only if the unsuitability of the item provided is so obvious that it can be determined without examination. Otherwise, the contractor's liability for damage to the

item provided is limited in any case to the amount of the order for the processing or processing.

11. Industrial property rights

The client is liable for the non-interference of third-party property rights by any design data, drawings, models or other specifications transferred for production. In the event of any infringement of industrial property rights, the client shall hold the contractor harmless and harmless.

Software, execution documents, such as plans, sketches and other technical documents, as well as samples, catalogues, brochures, illustrations and the like, shall remain the intellectual property of the Contractor and shall enjoy copyright protection. Any reproduction, distribution, imitation, processing or exploitation of the same not expressly permitted is prohibited.

The contractor is entitled to make any plans, sketches, etc. made available by the client in anonymous form to his subcontractors for the provision of services or execution. In any event, the Contractor shall conclude appropriate confidentiality agreements with such subcontractors in advance.

12. General

Changes or additions to a contract concluded between the client and the contractor must be made in writing. This also applies to a waiver of the written form requirement.

Any transfer of the Client's rights and obligations under the contract concluded with the Contractor to third parties in whole or in part requires the Contractor's written consent.

Should any provision of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. Ineffective provisions shall be concluded by the parties to the contract by means of a provision which is closest to the ineffective provision and which is customary in the industry.

The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between the Contractor and the Client shall be the court with local jurisdiction for the Contractor's registered office. The contractor is also entitled to sue at the general place of jurisdiction of the client.

The parties agree to the application of Austrian law. The application of the UN Sales Law is excluded by mutual agreement.

The Client shall promptly notify the Contractor in writing of any changes to its name, company, address, legal form or other relevant information.

As of September 2022