

GENERAL TERMS AND CONDITIONS OF SALE (GTCs)
Austria

1. DEFINITIONS

The following terms shall have the meaning hereby assigned to them:

- 1.1. **"Company"** shall mean: The company of the AMIBLU GROUP which issued a quotation or confirmed an order further to the terms outlined below.
- 1.2. **"Buyer"** shall mean: Any person, company or any other entity that places an order or a supply contract for Supplies with the Company.
- 1.3. **"Parties"** shall mean: The Company and the Buyer.
- 1.4. **"Supplies"** shall mean: The Products and/or the Services as/and when the context allows.
- 1.5. **"Products"** shall mean: The items, articles, commodity, goods, merchandise and ware sold by the Company.
- 1.6. **"Services"** shall mean: Any service which may include engineering documents, jointing, training, installation techniques and any other service which is not defined as Products but is inclusive within Company's offer.
- 1.7. **"General Terms"** shall mean: These General Terms and Conditions of Sale.
- 1.8. **"Full Settlement"** shall mean: Funds paid by the Buyer for the Supplies when, and only when credited to the Company's Bank Account.
- 1.9. **"Order Confirmation"** A document issued by the Company and confirming the terms of the purchase order issued by the Buyer.
- 1.10. **"Personal Data"** shall mean any information relating to an identified or identifiable natural person.
- 1.11. **"GDPR"** shall mean the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016.

2. GENERAL PROVISIONS

- 2.1. These General Terms shall apply worldwide to the provision of Supplies by the Company to the Buyer. Any different statement in any document or correspondence shall be irrelevant if not expressly agreed in writing.
- 2.2. By placing an order, the Buyer is deemed to have accepted these General Terms without variance.
- 2.3. These General Terms, as amended from time to time by the Company, and accordingly, subject to the terms and conditions then existing, shall apply to all future transactions between the Company and the Buyer concerning the supply of Supplies by the Company.
- 2.4. Any form of general terms and conditions of the Buyer are expressly rejected in their entirety unless otherwise agreed in writing.

3. OFFER AND ACCEPTANCE

- 3.1. Acceptance of a quotation issued by the Company shall be binding on the Company only if made by the Buyer in writing within the validity date specified therein (automatically becoming the Order Confirmation with the date of acceptance by the Buyer). Unless otherwise agreed, any offer or quotation issued by the Company shall expire after thirty (30) working days.
- 3.2. Orders placed without prior quotations from the Company shall not be binding unless accepted by the Company and notified to the Buyer in writing. The Company is entitled to revoke any quotation, at any time, before issuance of such an Order Confirmation.
- 3.3. Oral orders must be confirmed in writing by the Buyer and delivered to the Company not later than five (5) working days from the date of the oral order. Failure to provide such confirmation will release the Company from being liable for any errors concerning the orally delivered information.
- 3.4. In the event of errors, omissions or illegibility communicated to the Company by the Buyer, upon formal request by the Company, the Buyer shall advise such clarification within five (5) working days. The Company will not proceed with any actions on the items requiring clarification until advised by the Buyer. Furthermore, the Company will not be held responsible for any delays caused by such clarifications.

4. VARIATIONS OF ORDERS

- 4.1. The Company will consider Buyer's requests for variations of its orders for the Supplies, provided the Company may accept or reject any variation at its own discretion and no acceptance of a variation shall be binding unless stated in writing by the Company. If the variation is not accepted by the Company, the original purchase order remains binding.
- 4.2. Oral variations must be confirmed in writing by the Buyer and delivered to the Company not later than five (5) working days from the date of the oral variation. Failure to provide such confirmation, the Company shall not be liable for any errors concerning the orally delivered information.
- 4.3. If the variation is accepted and would change the quantities ordered, the Company will maintain the agreed unit prices only if the variation does not exceed plus or minus ten percent (+/-10%) of the Products total ordered quantity.
- 4.4. The Company reserves the right to require the Buyer to confirm the order as varied, including all terms related thereto, prior to commencement of manufacturing.
- 4.5. If the Company accepts a variation request of the Buyer, the delivery times are adjusted accordingly.

5. PRICES AND TERMS OF PAYMENT

- 5.1. Unless otherwise agreed, the prices are ex-works (Incoterms 2010), in EURO, exclusive of VAT and any other taxes and duties (esp. exclusive of packaging, freight, postage, insurance and other shipping costs).
- 5.2. Should the Company bear any costs which are for the Buyer's account, such sums shall forthwith be reimbursed by the Buyer without need of any specific request by the Company.
- 5.3. Unforeseeable increases in the costs of raw materials, energy, insurance, shipping and wages or increase in government taxes after the Order Confirmation has been issued shall entitle the Company to adjust its prices as appropriate. Further, in the event that local or governmental legislation would change after Order Confirmation, the Company shall be fully compensated for any expenses relating to such change.
- 5.4. In case the Parties have agreed advance payment the agreed amount must be received by the Company at least twenty (20) working days

before the agreed date for delivery or the earliest date within the agreed delivery period.

- 5.5. The payment of all amounts due from the Buyer over and above any deposit paid to the Company shall be paid in full on or before thirty (30) calendar days after the agreed delivery period (specified in Section 7. "Delivery and Acceptance of the Products") and/or the rendering of Services. The invoiced amount is payable in full immediately after delivery of the respective invoice.
- 5.6. In the event that the Buyer fails to pay, in part or whole, when due any amount which he is obliged to pay, such event shall constitute Buyer's default with respect to payment. If a Buyer's payment default shall occur, then the Company - amongst others - shall be entitled to
 - a) suspend the fulfillment of its own performance and demand a corresponding extension of the delivery period;
 - b) invoice all unsettled amounts derived from the order at hand or other orders concluded with the Buyer. These amounts shall become immediately due and payable;
 - c) charge default payment interest in the amount of three times the Austrian legal interest rate applicable at the date of the invoice in addition to VAT for these amounts coming due. Furthermore, the right to charge the incurred costs due to the delay (including costs of the debt collection) remains unaffected;
 until receipt of full payment of any outstanding amounts and compensation of losses and damages suffered by the Company in connection with such default and/or provision of a corresponding collateral or security acceptable for the Company.
- 5.7. The quotation along with its associated bill of quantities and the corresponding unit or lumpsum values are considered to be one entity and thus cannot be selectively broken down into partial orders.
- 5.8. Payment shall be made by electronic transfer to a bank account specified by the Company.
- 5.9. In any circumstances, the Company reserves the right to request information from the Buyer regarding the establishment of credit, to require payment of a cash deposit prior to commencement of manufacturing, to require the Buyer to provide an irrevocable and confirmed Letter Of Credit issued by a major bank acceptable to the Company or other arrangements acceptable to the Company in its sole discretion and to require partial payments.
- 5.10. In the event any dispute arises with respect to delivered Products or Services, the Buyer shall make payment of all undisputed amounts in accordance with the above.
- 5.11. In the event that the dispute, or any part thereof, is resolved in the Company's favor, the Buyer shall pay interest on the withheld payment due to the Company as specified above to compensate the Company for delay in receiving the payment.
- 5.12. Buyer is neither entitled to withhold payments nor offset any amount for whatever reason.

6. PLANS AND DRAWINGS, INDUSTRIAL PROPERTY RIGHTS

- 6.1. All software, drawings, technical information, calculations etc. furnished by the Company to the Buyer shall remain the property of the Company. The Company is in no way liable for the content or accuracy of any submitted plans or drawings, which shall at all times be subject to the Buyer's confirmation.
- 6.2. The Company remains the owner of any intellectual or property rights relating to the Products and Buyer does not obtain any title or property right of any kind in respect of the aforementioned intellectual or property rights.
- 6.3. Software, drawings, technical documents or other technical information provided by the Company shall not, without the prior written authorization of the Company, be used for any other purpose than installation, commissioning, operation or maintenance of the Products and shall not - without the prior written authorization of the Company - be otherwise used, copied, reproduced, transmitted or communicated to a third party.
- 6.4. The Buyer shall indemnify and hold the Company fully harmless in case of any violation of this Section 6. or Company's protected intellectual or property rights.

7. DELIVERY AND ACCEPTANCE OF THE PRODUCTS

- 7.1. Unless otherwise agreed, delivery is ex-works (Incoterms 2010). The Buyer shall pick up the Products within the delivery period as stipulated in the Order Confirmation. In case no delivery period has been agreed, the delivery period shall be twenty (20) working days for off-the-shelf Products that shall commence on the date of the Order Confirmation. For any other Products the delivery period has to be specified by the Company individually.
- 7.2. In the case a delivery by the Company has been agreed, Company's obligation to deliver and the delivery period will start when the Buyer has fulfilled all his obligations duly in good time. This includes that the Buyer has provided the Company with the delivery date(s) and all necessary shipping details and, if applicable, approved all plans or drawings no later than twenty (20) working days in advance of the delivery period. The defense of an unfulfilled contract is reserved.
- 7.3. The Buyer is obliged to accept the delivered Products at the agreed time and place of delivery.
- 7.4. If the Company has manufactured the Products and the Buyer has not picked them up at the agreed-upon pick-up date or accepted them within the agreed delivery period, the Company has the right, at its own discretion, and without it being construed as an obligation,
 - a) to charge storage costs after a period of 20 (twenty) working days, and/or
 - b) to cancel the order for remaining quantities to be picked-up and/or manufactured upon written notification to the Buyer or give a new possible pick-up date under revised prices, and/or
 - c) to invoice the Buyer and to deliver the Products to a nominated forwarding agent against cargo receipt at the Buyer's expense, and/or
 - d) to invoice the Buyer and to arrange for destruction of the Products at the Buyer's expense after a period of sixty (60) working days, and/or

- e) to charge the Buyer a lumpsum of 50% of the net purchase price of the remaining quantities not yet produced.
- 7.5. Partial deliveries are allowed, provided that they are reasonable for the Buyer. Any additional delivery costs such as partial truckloads etc. will be charged to the Buyer.
- 7.6. The Company shall not be responsible for a delay in availability of the Supplies and/or delivery if the delay is attributable to the Company not being supplied properly by the Company's supplier and the Company can prove that they have exercised the care of a prudent business to ensure that the Company would be able to supply properly and on time. This shall also apply with regard to the manufacture of required technical appliances.
- 8. TRANSFER OF RISK**
- 8.1. The risk concerning the Products shall pass over to the Buyer with the shipment of the Products by the Company ex-works (Incoterms 2010). This shall also apply if the transport is being carried out or organized by the Company.
- 8.2. If delays of dispatch are attributable to the Buyer, the risk is already transferred with the notification of readiness for dispatch.
- 8.3. If the Products are not picked up by the Buyer at the agreed delivery date(s) for whatever reason not directly attributable to the Company, the risk concerning the Products shall pass to the Buyer at the time of the agreed delivery date(s).
- 8.4. The place of performance is the location where the Products are being manufactured or the Services being rendered.
- 9. RESERVATION OF TITLE**
- 9.1. The Company reserves title to the Products until Full Settlement of all unsettled payments and claims. The Buyer agrees to keep the Products separate from the goods of other suppliers so that it is possible at all times to attribute title to the Company. Furthermore, the Buyer agrees to handle the Products with care and to insure them adequately at his own cost at the original value against damage by fire, water and theft.
- 9.2. The Company shall be entitled to verify the proper storage of the Products and to reclaim them if stored improperly. In this case the Buyer is liable for all damages, costs and lost profits of the Company.
- 9.3. The Buyer is entitled to resell the Products in the course of normal business. However, the Buyer shall not have the right to pledge the Products or assign them as security. Furthermore, the Buyer hereby assigns to the Company all claims to which he is entitled from the resale or other legal reasons (insurance) with regard to the reserved Products (including all current account balances from the business relationship with his buyers).
- 9.4. The Company reserves the title in case of processing of the Products. The Company shall acquire co-ownership of the new object in case of processing with objects that do not belong to the Company.
- 10. WARRANTY**
- 10.1. The warranty period shall be twelve (12) months. The warranty period shall begin to run from the point in time when the risk associated to the Products passes over to the Buyer in accordance with Section 8. ("Transfer of Risk").
- 10.2. Buyer's warranty rights are conditional upon the Buyer having fulfilled his obligations to inspect the Products and notify complaints properly. Notification of defects must be submitted in writing without delay, at the latest two (2) weeks after receipt of the Products.
- 10.3. A defect affecting part of a delivery shall not entitle the Buyer to lodge a complaint about the entire delivery.
- 10.4. A complaint about transit damage is to be notified directly to the freight forwarder in writing. The facts and circumstances are to be recorded by the Buyer in writing in a factual assessment of damages.
- 10.5. After receiving Buyer's written notice of a claim hereunder, the Company shall investigate the claim and without undue delay, in its sole discretion, repair or replace on-site or provide a replacement item for any defective Product. The Company shall accomplish the aforesaid at no additional cost to the Buyer, provided that the defects or damages are not due to the negligence, misuse, mishandling or misapplication of Products by the Buyer, its employees, contractors, or agents.
- 10.6. Unauthorized rework or improper treatment will result in the loss of all warranty claims. Only in order to avoid disproportionately large damages the Buyer is entitled to repair after prior notification to the Company and to demand compensation for the appropriate costs. Mixing components from other suppliers will render the warranty void. The warranty shall be limited to the repair or replacement of defective Products and Buyer will not be entitled to any other remedy or compensation.
- 10.7. This warranty is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose, which are hereby expressly disclaimed. To the full extent allowed by law, the Company disclaims any warranty to any persons or entities other than the Buyer.
- 11. LIMITATION OF LIABILITY**
- 11.1. Notwithstanding anything to the contrary contained in an order or any correspondence, in no event shall the Company be liable to the Buyer for loss of production, loss of profit, loss of use, loss of business or market share, loss of data, revenue or any other economic loss, whether direct or indirect, or for any special, indirect, incidental or consequential damages, whether or not the possibility of such damages could have been reasonably foreseen and whether as a result of breach of contract, warranty or tort.
- 11.2. The Company shall only be liable for damages if its intent or gross negligence can be documented in accordance with the statutory provisions and in such case the Company shall be liable up to the maximum amount of the respective purchase order giving raise to the claim.
- 11.3. No action, regardless of form, arising out of any alleged breach of contract or obligations may be brought by either party more than one (1) year after the cause of action has occurred.

- 11.4. A party suffering loss or damages shall take all reasonable measures to limit such loss or damages.

12. BUYER'S DEFAULT

- 12.1. The following shall constitute events of default by the Buyer:
- Failure to make payment(s) to the Company as and when due;
 - If the Buyer becomes insolvent or bankrupt, or being a company, has a receiver appointed or passes a resolution to wind-up, the Company may, at its own option, suspend or cancel further deliveries;
 - The termination, for any reason, of the Letter Of Credit issued for the benefit of the Company, or of any other credit arrangement between Buyer and Company, or any material change in the creditworthiness of the Buyer;
 - Material breach of any of Buyer's obligations stipulated hereunder.
- 12.2. In the event of a default that the Buyer does not remedy within ten (10) working days of the occurrence thereof, and without waiver of all other rights and remedies to which the Company may be entitled, the Company reserves the right to cease Supplies to the Buyer. A minimum of ten (10) working days from the date the Buyer remedies the default shall be needed for resumption of deliveries. In case of default on any due payment, all outstanding balances of the Buyer shall be considered "due for settlement" and the Company has the right to pursue collection of its entitlements by all legitimate means.

13. FORCE MAJEURE

- 13.1. A Force Majeure event means an event or circumstance beyond the reasonable control or anticipation of the Company and which prevents the Company from performing its obligations hereunder.
- 13.2. The Parties shall not be liable for the breach of any obligation established in the Agreement, where and to the extent that the breach is due to causes beyond their control, including, without limitation, to flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, curfew, or restraint by court order or public authority.
- 13.3. In the case of a Force Majeure event, the performance of Supplies by the Company shall be suspended for the duration of the Force Majeure and the agreed delivery dates shall be extended accordingly.
- 13.4. If the Force Majeure events lasts longer than forty (40) working days, the Parties shall have the right to cancel any purchase order affected by the Force Majeure, whereby the Company shall be entitled to charge from the Buyer any costs incurred to it so far (including frustrated expenses) with regard to such cancelled purchase order.

14. WAIVER BY COMPANY

- The failure of the Company to enforce or to exercise, at any time or for any period of time any right or remedy arising pursuant to or under the General Terms does not constitute, and shall not be construed as, a waiver of such term or right or remedy and shall in no way affect Company's right to enforce or exercise it later. Any waiver to this effect must be made in writing.

15. CONFIDENTIALITY AND DATA PROTECTION

- 15.1. The exchange of confidential information shall require the prior written approval of the respective other Party for being disclosed to a third party.
- 15.2. The Parties and their servants are obliged to maintain secrecy regarding all technical, personnel, business and other matters of each other that is essential for a Party and not known by the public. This obligation shall continue to exist even after the end of the cooperation.
- 15.3. Upon the basis of the General Data Protection Regulation (including its implementation in national law), the Parties and their servants shall only process, disclose, make accessible or otherwise use Personal Data in the course of the rendering of the Services for the agreed-upon purpose, in line with this General Terms. In accordance with this section, Personal Data requiring are to be correspondingly safeguarded. Notification is to be immediately made to the other Party regarding defects or breaches to the data protection and data security.
- 15.4. The Personal Data will be processed by the Parties as long as it is required for the execution of the Services and General Terms and will be subsequently retained only for the attention of potential liabilities which may arise as a consequence of the execution of the Services and General Terms for the limitation periods provided in the applicable legislation.
- 15.5. The Parties and, where appropriate, their legal representatives, may exercise their rights of access, rectification, suppression, opposition, limitation of processing or portability by sending a request in writing to the e-mail address privacy@amiblu.com.

16. SERVERABILITY

- 16.1. If a provision of these General Terms is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the General Terms shall not be affected thereby.
- 16.2. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the General Terms, should the matter have been considered in advance.
- 16.3. Any changes of or amendments to this General Terms - including this provision - must be in writing to become effective.

17. JURISDICTION AND APPLICABLE LAW

- 17.1. The court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship arising from the Services and this General Terms shall exclusively be Vienna (Austria).
- 17.2. Any agreement between the Company and the Buyer, including the General Terms, is subject exclusively to Austrian law. No references to other legal systems nor the UN Agreement on the International Sale of Goods shall apply.
- 17.3. Buyer's claims, rights and obligations against the Company cannot be assigned without prior approval of the Company.