

# General Conditions of Sale and Delivery of Services

## 1. PREAMBLE

1.1 All goods delivered by IQuMa GmbH (hereinafter referred to as "IQuMa"), such as software, firmware, chip IP and/or hardware, or services rendered are hereinafter referred to as "Products"; all (potential) buyers or (potential) users of Products are hereinafter referred to as "Buyer". Any delivery of Products as well as provision of Services including all obligations related thereto shall hereinafter be referred to as "Delivery".

1.2 All agreements entered into by IQuMa with respect to any Deliveries, in particular with respect to additional Deliveries, updates and upgrades, are and shall be concluded on the basis of these GTC; the GTC may, however, be supplemented by special general terms and conditions of IQuMa (such as terms and conditions applicable to software), which in such case shall be deemed to be part of these GTC and shall prevail over any conflicting provisions of these GTC. The present GTC shall override any deviating or additional terms and conditions contained or referred to in documents or correspondence of the buyer, in particular also any general terms and conditions of purchase of the buyer. All contracts as well as supplements and amendments thereto and all supplements and amendments to the GTC must be agreed in writing.

## 2. OFFER AND ORDER

2.1 All offers, internet presentations, catalogs, etc. are not binding for IQuMa. Documentation (drafts, drawings, specifications, samples, etc.) provided to the buyer shall in no case be binding on IQuMa.

2.2 A binding offer made by IQuMa may only be confirmed by the buyer within ten days from receipt of the offer; a later acceptance of an offer made by IQuMa shall be deemed to be a counter-offer by the buyer which shall only become binding after written confirmation by IQuMa.

2.3 The documentation (drafts, drawings, specifications, samples) submitted by the buyer shall only be binding on the buyer.

## 3. COST ESTIMATES

All cost estimates prepared by IQuMa are non-binding unless otherwise agreed in writing.

## 4. PRICES

IQuMa's prices are net prices and are in particular exclusive of (public) charges, such as customs duties, taxes, in particular value added tax. All other costs, e.g. packaging, shipping and insurance shall be borne by the buyer, unless otherwise agreed in writing.

## 5. PAYMENT

5.1 Within four weeks from receipt of the invoice issued by IQuMa it shall be due for payment, irrespective of the time of delivery, which shall be made without deductions in the agreed currency by transfer to the account of IQuMa free of charges.

5.2 Any set-off with counterclaims or any retention of payments, also in connection with the assertion of warranty claims or other claims, shall be excluded.

## 6. CONDITIONS OF DELIVERY

6.1 Deliveries shall be made ex works (Incoterms 2010), unless otherwise agreed in writing. Any agreed delivery periods shall in no case commence before clarification of all economic and technical details and before fulfillment of all preconditions on the part of the buyer and shall - unless otherwise agreed in writing - not be binding on IQuMa.

6.2 Orders for deliveries shall be deemed to have been fulfilled in accordance with the following provisions:

6.2.1) in case of delivery ex works: upon notification that the products are ready for shipment;

6.2.2) in case of deliveries for which another place of delivery has been agreed: as soon as the dispatch of the products from IQuMa's works is initiated;

6.2.3) in the case of services: as soon as the provision of the services has started.

6.3 IQuMa shall be entitled to make partial or advance deliveries.

6.4 IQuMa shall use its best efforts to meet the promised delivery date. Events of force majeure as well as other impediments which cannot be prevented by the diligence or influence of IQuMa or its subcontractors shall in any event lead to an extension of the delivery period or entitle IQuMa to rescind the contract without the buyer being entitled to any claims under these GTC.

6.5 Unless otherwise agreed between the contracting parties, shipment shall be at the risk and expense (including insurance coverage) of the Buyer.

## 7. WARRANTY AND LIABILITY

7.1 IQuMa warrants that (a) all of its employees have the appropriate competence, training and experience required to perform the tasks assigned to them, (b) the products comply in all material respects with the agreed specifications, (c) all software deliveries under these GTC are free from viruses, worms, time bombs, logic bombs, trap doors, Trojans and similar malware.

7.2 The warranty period shall be 12 months from delivery. Upon delivery, the buyer shall immediately inspect all products for defects or incompleteness and notify IQuMa in such case without undue delay, however, no later than within ten working days after delivery. Hidden defects must be brought to IQuMa's attention immediately after their discovery. The buyer shall bear the burden of proof with regard to the fact that a defect was a hidden defect. Products in respect of which the existence of a defect has been claimed and proven accordingly shall be returned to IQuMa upon request together with a detailed written description of the defects and/or the missing products.

7.3 IQuMa shall, within a reasonable period of time and free of charge for the purchaser, either repair or replace defective products or reduce their price at IQuMa's sole discretion, unless the defects are minor. If a defect substantially limits the use of the product, IQuMa may also provide a temporary workaround if necessary. A repair may also be effected by delivery of a new version according to the corresponding planned course of IQuMa's development. For products repaired by IQuMa the warranty period shall be the remaining term of the warranty period to which IQuMa is entitled under clause 7.2, but at least 6 months.

7.4 The buyer shall not be entitled to technically adapt, supplement or modify the products without IQuMa's written consent. Any warranty or liability of IQuMa shall be excluded if the product is adapted, modified, processed, used or supplemented by the buyer in any way not in accordance with the contract or is not used in accordance with the operating instructions or if the buyer refuses to cooperate as required to remedy the defect. If IQuMa combines goods provided by the customer or third parties, in particular software, with the products or makes them available together with the products, IQuMa shall - to the extent permitted by law - not assume any warranty or liability for these products.

7.5 For the purpose of clarification it is stated that IQuMa does not assume any warranty or liability for damage caused by ordinary wear and tear, defective maintenance, insufficient equipment, inadequate protection or unsuitable operating materials. Any repair carried out by the buyer shall in any case release IQuMa from its warranties and liabilities; the applicability of §§ 933a third paragraph and 933b ABGB is excluded.

7.6 IQuMa's maximum liability towards the buyer (including the buyer's customers, employees and consultants) or towards a beneficiary for all claims arising out of or in connection with the delivery of products or an order subject to the present GTC (including but not limited to breach of contract, claims for indemnification or claims based on tort) shall - to the extent permitted by law - be limited to the actual damage (thus disregarding consequential damage, loss of profit or pure financial loss) and to the higher of the following amounts: (i) EUR 50.000,- or (ii) the contract value in connection with the order in question. Claims for damages due to non-performance or delayed performance as well as claims due to slight negligence on the part of IQuMa are excluded.

7.7 IQuMa does not assume any liability for the compatibility of delivered software with the systems of the buyer or that delivered software can cover all requirements of the buyer or that every software error can be remedied. IQuMa shall not be liable for any loss of data or damage to the Purchaser's systems resulting from the Purchaser's use of the Products.

7.8 Except as otherwise provided in this Section 7, IQuMa provides any Products "as is" and hereby excludes, to the fullest extent permitted by law, all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, accuracy or completeness, or of results to be obtained from the Products. To the fullest extent permitted by law, all risk as to the quality, use or performance of the Products remains with Buyer.

## 8. ASSEMBLY AND START-UP

8.1 IQuMa shall undertake the installation and commissioning exclusively on the basis of a separate written agreement which may also specify the scope of support services provided in connection with the installation, such as training, support during installations and tests, or consulting.

8.2 The Purchaser shall reimburse IQuMa for any installation technician sent by IQuMa and requested by the Purchaser for expenses incurred in this connection on the basis of IQuMa's hourly rates for technicians and a surcharge for any overtime, as well as travel expenses and baggage shipping costs incurred by the technician. At all times when employees of IQuMa are working at the Purchaser's site, the Purchaser shall be responsible for compliance with all health and safety regulations and the fulfillment of all necessary requirements under public law (e.g. work permit) and shall bear the costs incurred in this respect.

8.3 The buyer shall provide in a timely manner and at its own expense and risk: the labor necessary to assist in the installation and/or commissioning (IQuMa assumes no responsibility for such labor or the work performed by it); the necessary preparatory work, equipment, materials, supplies and tools; suitable lockable premises for the proper storage of materials and equipment of all kinds provided by IQuMa for the installation and/or commissioning; the Purchaser shall carry out all constructional or other measures necessary for the timely performance of the installation and/or commissioning, including the performance of tests of the products under real conditions.

8.4 All hazards and risks (including transportation risks) relating to the equipment and materials of any kind required for installation and/or commissioning shall be borne by Buyer.

8.5 For any damage or defects in the course of installation and/or commissioning attributable to the operating conditions, the provisions of item 7.5 shall apply mutatis mutandis.

## 9. INSTRUCTION MANUALS

9.1 The use of the products is subject to the operating instructions issued by IQuMa. The purchaser is responsible for obtaining these operating instructions from IQuMa in the required number according to its right of use. In case the operating instructions are not delivered, the purchaser shall inform IQuMa immediately. Non-compliance with these instructions shall lead to the exclusion of any warranty claims or claims for damages of the purchaser.

9.2 Technical advice given by IQuMa employees is limited to the explanation of IQuMa's technical instructions. Any advice going beyond this, in particular with regard to solutions for specific purposes not covered by the IQuMa operating instructions, shall in any case be subject to the conclusion of a separate agreement.

## 10. RETENTION OF TITLE

10.1 The products delivered by IQuMa shall remain the property of IQuMa until all claims of IQuMa, including claims for payment of all surcharges, have been satisfied in full.

10.2 In case of default of payment on the part of the buyer, IQuMa reserves the right - while maintaining the purchase contract - to remove those products which are still subject to IQuMa's retention of title, whereby all transport costs shall be borne by the buyer.

## 11. TERMINATION OF CONTRACT

11.1 The parties shall be entitled to terminate the contract with immediate effect in the event of one of the following important reasons:

11.1.1) if insolvency proceedings are opened against the assets of the other party or an application for the opening of such proceedings is rejected for lack of cost-covering assets or the conditions for the opening of such proceedings or the rejection of such an application are met;

11.1.2) if the other party has breached confidentiality obligations;

11.1.3) if the continuation of the contract is unreasonable for other material reasons.

11.2 IQuMa shall furthermore be entitled to terminate the contract with immediate effect if one of the following reasons applies:

11.2.1) if it turns out that the economic or financial position of the Purchaser is described as unfavorable by a creditor protection organization, etc;

11.2.2) if the Buyer, despite repeated requests, fails to fulfill its obligation to cooperate under this Agreement, e.g. if necessary technical data are not provided;

11.2.3) if installation at the site is impossible due to conditions on site which are unacceptable for IQuMa staff.

## 12. INTELLECTUAL PROPERTY

12.1 The Purchaser undertakes not to infringe IQuMa's intellectual property rights.

If the products should include software, firmware and/or chip IP, the following provisions shall be deemed agreed for the associated intellectual property rights:

Software, firmware and/or chip IP may only be used to the extent necessary to use the product to the extent provided for in the contract. Any use of the software beyond this, in particular the creation of copies and/or loading onto another system or onto semiconductors owned by other persons or companies, is prohibited.

Any software, firmware and/or chip IP constitutes or includes trade secrets and confidential information of IQuMa.

12.2 The Purchaser shall not be entitled to reverse assemble, reverse compile or otherwise reverse engineer the Products in whole or in part. He shall not be entitled to use the Products in any way for competitive analysis unless IQuMa gives its express written consent thereto. He is under no circumstances entitled to modify the software, firmware and/or chip IP.

12.3 The buyer further undertakes not to (i) sell, lease or license or sublicense the Products, (ii) write or develop derivative software or other software programs based on the Products or other confidential information of IQuMa, (iii) use the Products for purposes outside the scope of the contract and/or (iv) make the Products available or disclose or permit third parties to use the Products without the prior written consent of IQuMa.

12.4 The Purchaser warrants not to misuse IQuMa's trademarks and signs under any circumstances and to use only signs which are appropriately different from IQuMa's trademarks and signs.

## 13. CONFIDENTIALITY

All information in any form whatsoever, including documentation, which is provided to the Buyer shall be used solely for the purpose of performance of the Contract and shall be of a strictly confidential nature.

#### 14. APPLICABLE LAW AND ARBITRATION CLAUSE

14.1 All disputes, including those regarding the valid formation of a contract and the pre- and post-contractual effects, shall be governed exclusively by Austrian law, excluding the conflict of laws rules, the UN Convention on Contracts for the International Sale of Goods and any other (international) provisions replacing Austrian substantive law.

14.2 All disputes arising out of or in connection with these GTC shall, at the option of the claimant, be exclusively and finally settled in accordance with one of the following sub-paragraphs: (i) in accordance with the Rules of Arbitration of the International Chamber of Commerce by an arbitrator appointed in accordance with such Rules, the arbitration to be held in Leoben, Austria, and conducted in the English language and the award to be final and binding on both parties; or (ii) by the court having jurisdiction over the seat of IQuMa or the seat of the defendant. Either party shall be entitled to apply to a court of competent jurisdiction for an injunction to assist in any arbitration.

#### 15. SEVERABILITY

15.1 Our liability is excluded for damage caused by improper handling or storage, overloading, non-compliance with operating and installation instructions, faulty assembly, commissioning, maintenance, servicing by the customer or third parties not authorized by us, or natural wear and tear, insofar as this event was causal for the damage. Likewise, the exclusion of liability exists for omission of necessary maintenance, unless we have contractually assumed the duty of maintenance.

15.2 The object of purchase shall only provide the safety that can be expected on the basis of approval regulations, operating instructions, Seller's regulations on the handling of the object of purchase - in particular with regard to any prescribed inspections - and other instructions given.

15.3 It is expressly agreed that the Seller shall not be liable to the Buyer for damages for injury to persons, for damage to goods which are not the subject matter of the contract, for other damages and for loss of profit, unless the circumstances of the individual case show that the Seller is guilty of gross negligence. The reversal of the burden of proof according to § 1298 ABGB is excluded.

15.4 In the event of a breach of contractual or pre-contractual obligations, in particular due to impossibility, delay, etc., we shall be liable for financial losses only in cases of intent or gross negligence.

15.5 Liability towards entrepreneurial customers shall be limited to the maximum liability amount of any liability insurance concluded by us.

15.6 The exclusion of liability shall also include claims against our employees, representatives and vicarious agents due to damage caused by them to the customer without reference to a contract on their part with the customer.

15.7 If and to the extent that the customer can claim insurance benefits for damages for which we are liable through a damage insurance policy of its own or concluded in its favor - e.g. liability insurance, hull, transport, fire, business interruption and others - the customer undertakes to claim the insurance benefit and our liability shall be limited to the disadvantages incurred by the customer as a result of claiming this insurance - e.g. higher insurance premium.

15.8 Those product characteristics shall be owed which can be expected from us, third party manufacturers or importers by the customer with regard to the approval regulations, operating instructions and other product-related instructions and notes - also control and maintenance - taking into account the customer's knowledge and experience. The customer as reseller shall take out sufficient insurance for product liability claims and indemnify and hold us harmless with regard to recourse claims.

#### 16. CONSEQUENTIAL DAMAGE

16.1 Except as otherwise provided in these Terms and Conditions, Seller's liability to Buyer for production stoppage, loss of profit, loss of use, loss of contract or any other consequential economic or indirect loss shall be excluded.

16.2 No liability shall be assumed after reasonable determination of a defect in the goods, service, etc. and subsequent, further use.

#### 17. REASONS FOR EXONERATION

17.1 The parties shall be released from the timely performance of the contract in whole or in part if they are prevented from doing so by events of force majeure.

17.2 Events of force majeure shall exclusively be events that are unforeseeable and unavoidable for the parties and do not originate from their sphere. Strikes and industrial disputes shall, however, be regarded as events of force majeure.

17.3 The Buyer hindered by an event of force majeure may, however, only invoke the existence of force majeure if it immediately, but no later than within 5 calendar days, informs the Seller about the beginning and foreseeable end of the hindrance by sending a registered statement confirmed by the respective governmental authority or chamber of commerce of the country of delivery about the cause, the expected effect and duration of the delay.

17.4 In the event of force majeure, the parties shall make every effort to eliminate or mitigate the difficulties and foreseeable

damage and shall keep the other party informed thereof. Otherwise they shall be liable for damages to the other party.

17.5 Dates or deadlines that cannot be met due to the effects of force majeure shall be extended by a maximum of the duration of the effects of the force majeure or, if applicable, by a period to be determined by mutual agreement.

17.6 If a Force Majeure circumstance lasts longer than four weeks, Buyer and Seller shall seek a settlement of the settlement-related effects by way of negotiation. If no amicable solution can be reached, Seller may withdraw from the contract in whole or in part.

#### 18. DATA PRIVACY

18.1 The Seller shall be entitled to store, transmit, revise and delete personal data of the Buyer in the course of business transactions.

18.2 The Parties undertake to maintain absolute secrecy with respect to third parties with respect to the knowledge acquired by them as a result of the business relations.

#### 19. SEVERABILITY CLAUSE

19.1 Should individual parts of these GTC be invalid, this shall not affect the validity of the remaining parts.

19.2 We, as well as the entrepreneurial customer, undertake now already jointly - based on the horizon of honest contracting parties - to make a substitute provision which comes closest to the economic result of the ineffective condition.

#### 20. GENERAL

20.1 Austrian law shall apply.

20.2 The place of performance shall be the registered office of the Company in Austria. 20.3 The E- contract shall be governed by Austrian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11. 4. 1980, BGBl. 1988/96 - UN Sales Convention.

20.4 The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the entrepreneurial customer shall be the court with local jurisdiction for our registered office. The place of jurisdiction for consumers, provided that they are domiciled in Germany, shall be the court in whose district the consumer has his habitual residence or place of employment.

20.5 For delivery and payment, the place of performance shall be the Seller's registered office, even if the handover takes place at another place as agreed.

20.6 The Customer shall notify us immediately in writing of any changes to its name, company, address, legal form or other relevant information.