

General Terms and Conditions MICADO SMART ENGINEERING GmbH

1 Preamble

- 1.1 These General Terms of Delivery shall apply unless the parties to the contract have expressly agreed otherwise in writing.
- 1.2 The following provisions regarding the delivery of goods apply analogously also to services.
- 1.3 For assembly work, the installation conditions of the Austrian Association of the Machinery and Steel Construction Industry apply in addition.

2 Conclusion

- 2.1 The contract shall be deemed closed if the seller has sent a written order confirmation after receipt of the order and this is not demonstrably contradicted by the buyer within 10 days.
- 2.2 Changes and additions to the contract require the written confirmation of the seller in order to be valid. Conditions of purchase of the buyer are only binding for the seller if they are separately recognized by the seller.
- 2.3 If import and / or export licenses or foreign exchange permits or similar approvals are required for the execution of the contract, the party responsible for the procurement must make every reasonable effort to obtain the necessary licenses or approvals in a timely manner.

3 Plans and documents

- 3.1 The information contained in catalogues, brochures, newsletters, advertisements, illustrations and price lists, etc. on weight, size, capacity, price, performance and the like are only relevant if expressly referred to in the offer and / or the order confirmation.
- 3.2 Plans, sketches, cost estimates and other technical documents, which may also be part of the offer, remain as well as samples, catalogues, brochures, illustrations and the like always intellectual property of the seller. Any use, duplication, reproduction, distribution and handing over to third parties, publication and presentation may only take place with the explicit consent of the owner.

4 Packaging

- 4.1 Unless otherwise agreed
 - a) the rates quoted are without packaging;
 - b) packaging shall be carried out in a commercial manner so as to avoid damage to the goods on the way to the specified destination under normal conditions of transport, at the expense of the buyer and shall be withdrawn only by agreement.

5 Transfer of Risk

- 5.1 Unless otherwise agreed, the goods shall be sold ex works (EXW) (readiness for collection).
- 5.2 Incidentally, the INCOTERMS shall apply in the version valid on the day of the conclusion of the contract.

6 Delivery period

- 6.1 Unless otherwise agreed, the delivery period begins with the latest of the following times:
 - a) date of order confirmation;
 - b) date of fulfilment by the buyer of all technical, commercial and financial requirements for which he is responsible;
 - c) date on which the seller receives a down payment to be paid before delivery of the goods and / or a payment guarantee to be drawn up or otherwise opened.
- 6.2 The seller is entitled to carry out partial or advance deliveries.
- 6.3 If the delivery is delayed by a circumstance arising on the part of the seller which constitutes a reason for exemption within the meaning of Art. 14, a reasonable extension of the delivery period shall be granted.
- 6.4 If the seller has caused a delay in delivery, the buyer can either demand fulfilment or declare the withdrawal from the contract by setting a reasonable period of grace.
- 6.5 If the period of grace provided for in Art. 6.4 has not been used by the seller, the buyer may withdraw from the contract by means of a written notification regarding all goods not yet delivered.
The same applies to goods already delivered which, however, cannot be adequately used without the still outstanding goods. In this case, the buyer has the right to reimbursement of payments made for the goods not delivered or for the unusable goods. In addition, if the delay in delivery was caused by gross negligence on the part of the seller, the buyer shall also be entitled to reimbursement of the justified expenses which he had to incur until the dissolution of the contract, and which can no longer be used. Goods already delivered and unusable must be returned by the buyer to the seller.
- 6.6 If the buyer does not accept the contractually provided goods at the contractually agreed place or at the contractually agreed time and the delay is not caused by an act or omission of the seller, the seller can either demand performance or rescind the contract by setting a grace period. If the goods have been sorted out, the seller can make the storage of the goods at the expense and risk of the buyer. The seller also has a claim for reimbursement of all justified expenses which he had to make for the execution of the contract, and which are not included in the payments received.
- 6.7 Claims by the buyer against the seller other than those referred to in Art. 6 as a result of his default are excluded.

7 Acceptance test

7.1 Insofar as the purchaser desires an acceptance test, this must be agreed in writing with the seller upon conclusion of the contract. Insofar as no deviating regulations are made, the acceptance test shall be carried out at the place of manufacture or at a place to be determined by the seller during the normal working hours of the seller. The general practice of the industry concerned for the acceptance test is relevant. The seller must notify the buyer in good time of the acceptance test, so that he can be present at the examination or be represented by an authorized representative.

If the delivery item proves to be contrary to the contract during the acceptance test, the seller must immediately rectify any defect and establish the contractual condition of the item to be delivered. The buyer can demand a repetition of the examination only in case of substantial defects. Following an acceptance test, an acceptance report must be written.

If the acceptance test has resulted in the contractually compliant execution and perfect functionality of the delivery item, this must be confirmed in any case by both contracting parties. If the buyer or his authorized representative is not present during the acceptance test, despite having been informed thereof in good time by the seller, the acceptance report must only be signed by the seller. In any case, the seller must provide the buyer with a copy of the acceptance report, which the buyer can no longer contest, even if he or his authorized representative was unable to sign due to absence. Unless otherwise agreed, the seller bears the costs of the acceptance test. The purchaser, however, has to bear in any case the costs incurred by himself or his authorized representative in connection with the acceptance test, such as travel and accommodation expenses or allowances.

8 Prices

8.1 The prices are, unless otherwise agreed, ex works of the seller without loading.

8.2 The rates are based on the costs at the time of the quotation, unless otherwise agreed. Should the costs change until the time of delivery, these changes shall be in favour or at the expense of the buyer.

9 Payment

9.1 Payments must be made in accordance with the agreed terms of payment. If no terms of payment have been agreed, one third of the price is due upon receipt of the order confirmation, one third at half the delivery time and the remainder at delivery. Irrespective of this, the sales tax included in the invoice must in any case be paid no later than 30 days after the date of invoice.

9.2 The buyer is not entitled to withhold payments due to warranty claims or other counterclaims not recognized by the seller.

9.3 If the buyer is in default with an agreed payment or other service, the seller may either insist on fulfilment of the contract and

- postpone fulfilment of its own obligations until payment of the arrears or other benefits;
- to claim an appropriate extension of the delivery period,
- call for the payment of the full remaining purchasing price,
- if there is no reason for exemption on part of the buyer within the meaning of Art. 14, claim interest on arrears from the due date of 7.5 % above the respective base interest rate of the European Central Bank (see RL / EG on Combating Late Payments in Business Transactions, dated 29 June 2000) or declare withdrawal from the contract by granting a reasonable grace period.

- 9.4 In any case, the buyer has to refund the seller dunning charges and operating costs which constitute a further damage caused by delay in performance.
- 9.5 If, at the expiry of the grace period in accordance with 9.3, the buyer has not provided the owed payment or other service, the seller may withdraw from the contract by written notice. At the request of the seller, the buyer must return the goods already delivered to the seller and compensate him for the impairment of the goods as well as all justified expenses which the seller had to render for the execution of the contract. Regarding goods that have not yet been delivered, the seller is entitled to provide the finished or processed parts to the buyer and to demand the corresponding share of the sales price for this purpose.

10 Retention of title

- 10.1 The seller reserves his right of ownership of the goods until complete fulfilment of all financial obligations from the present purchase contract. Until this time, the seller is also entitled to externally identify his ownership of the goods and it is forbidden the buyer to remove or hide the relevant labelling. In addition, the buyer is obliged, in the case of garnishment of the reserved goods or other claims, to point out the seller's right of property and to inform the seller immediately.
- Addition:** If the goods are processed with other, the buyer or third parties belonging items or their dependent component, we acquire co-ownership of the new thing in proportion of the invoice value of the goods delivered by us at the cost price of other things.

11 Warranty

- 11.1 The seller shall be obliged to remedy any defect affecting the usability due to errors in construction, material or execution, in accordance with the following provisions. Likewise, the seller shall also be responsible for any defects concerning expressly requested properties.
- 11.2 This obligation only applies to such defects that appear within a period of one year when working a one-shift operation as of the passage of risk or as of the completed assembly in case of delivery with installation respectively.
- 11.3 The buyer may only refer to this article if he immediately notifies the seller in writing of the defects that have occurred. The presumption rule of § 924 of the Austrian Civil Law Code (ABGB) is excluded. The seller so informed must, if the defects are to be remedied by the seller in accordance with the provisions of this article, choose as follows:
- a) remedy the defective goods on-site;
 - b) have the defective goods or the defective parts shipped back for reworking;
 - c) replace the defective parts;
 - d) replace the defective goods.
- 11.4 If the seller has the defective goods or parts returned for the purpose of repair or replacement, then unless otherwise agreed the buyer shall bear the costs and risk of transport. The return of the repaired or replaced goods or parts to the buyer, unless otherwise agreed, is at the expense and risk of the seller.

- 11.5 The defective goods or parts replaced under this article are available to the seller.
- 11.6 The seller only has to pay for the costs of rectification of defects undertaken by the buyer himself if he has given his written agreement to this.
- 11.7 The warranty obligation of the seller only applies to the defects that occur in compliance with the intended operating conditions and during normal use. In particular, it does not apply to defects resulting from: incorrect installation by the buyer or his agents, inadequate maintenance, incompetent repairs performed without the seller's written consent, or changes by any person other than the seller or his agent, normal wear and tear.
- 11.8 For those parts of the goods which the seller has obtained from the subcontractor prescribed by the buyer, the seller is liable only in the context of the warranty claims which he himself is entitled in respect of the subcontractor. If a product is manufactured by the seller based on design data, drawings or models provided by the buyer, the liability of the seller does not extend to the correctness of the construction, but only to the execution according to the information of the buyer. In these cases, the buyer has to indemnify the seller and hold him harmless in case of any infringement of property rights. When taking over repair orders or in case of changes or modifying old as well as third-party goods or when delivering second-hand goods, the seller shall not accept any warranty.
- 11.9 As of the beginning of the warranty period, the seller shall not accept any liability that extends beyond the scope defined in the present article.

12 Liability

- 12.1 It is expressly agreed that the seller does not have to provide the buyer with any compensation for injuries to individuals, for damage to goods which are not part of the contract, for other damages and for loss of profits, unless it turns out in this individual case that this was caused by the seller with gross negligence. The reversal of the burden of proof according to § 1298 of the Austrian Civil Law Code (ABGB) is excluded.
- 12.2 The purchased object provides only that level of safety that may be expected based on approval regulations, operating instructions, regulations of the seller regarding the handling of the purchased object – especially with regard to any required inspections - and other instructions given.
- 12.3 In case of slight negligence of the seller, unless Article 12.1 applies, the damages shall be limited to 5% of the contract value, but not exceeding € 727,000.
- 12.4 All claims for damages resulting from defects in deliveries and / or services must - if the defect is not expressly acknowledged by the seller – must be enforced judicially within one year of the expiry of the contractually established warranty period, otherwise the claims will expire.

13 Consequential damages

- 13.1 Save as otherwise provided in these Terms and Conditions, the seller's liability to the buyer for production downtime, loss of profit, loss of use, loss of contract or any other consequential economic or indirect damage shall be excluded.

14 Reasons for exemption

14.1 The parties are fully or partially exempt from the timely performance of the contract if they are prevented from doing so by events of force majeure. Events of force majeure are exclusively events which are unpredictable and unavoidable for the parties and which do not come from their sphere of influence. Strike and industrial action, however, are to be regarded as an event of force majeure.

However, the buyer, affected by an event of force majeure, can only claim the existence of force majeure if he submits the seller immediately, but no later than within 5 calendar days, by registered mail, a certificate issued by the authorities of the chamber of commerce of the country of delivery, confirming the reasons, the commencement date and the expected duration of the delay and consequences of that event. In the case of force majeure, the parties shall undertake all efforts to eliminate or reduce the difficulties and foreseeable damages and shall inform the other party on an ongoing basis. Otherwise, they will be liable for damages to the other party. Dates or deadlines which cannot be met by the force majeure shall be extended by the maximum duration of the effects of force majeure or, if necessary, by a period to be determined by mutual agreement. If a circumstance of force majeure lasts longer than four weeks, buyer and seller will negotiate a settlement of procedural effects. If no amicable solution can be reached, the seller may withdraw fully or in part from the contract.

15 Privacy policy

15.1 The seller is entitled to store, communicate, revise and delete personal data of the buyer in the course of business transactions.

15.2 The parties agree to absolute confidentiality towards third parties concerning the knowledge obtained from the business relations.

16 Jurisdiction, applicable law, place of fulfilment

16.1 The place of jurisdiction for all disputes arising directly or indirectly from the contract is the Austrian court with jurisdiction for the registered office of the seller. However, the seller may also resort to the court with jurisdiction for the buyer.

16.2 The parties may also agree on the jurisdiction of an arbitral tribunal.

16.3 The contract is subject to Austrian law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11. 4. 1980, BGBl. 1988/96.

16.4 For delivery and payment, the place of fulfilment shall be the seller's principal place of business, even if the transfer contractually takes place at different location.