

General Terms and Conditions of Sale and Delivery

The following General Terms and Conditions of Sale and Delivery (hereinafter also referred to as 'General Terms and Conditions') shall form the exclusive basis for all transactions handled by WEY Technology Austria GmbH with principal place of business in Vienna (hereinafter also referred to as 'Supplier'). The General Terms and Conditions shall apply to all current and future business relations with the same Client, without the Supplier being obliged to make express reference to these General Terms and Conditions in each individual case; in any such case, the Supplier shall inform the Client promptly of any amendments of the General Terms and Conditions.

Differing or supplementary General Terms and Conditions of the other contracting parties (hereinafter referred to as 'Clients') shall not apply, unless the Supplier has consented to these in writing. This requirement to grant consent shall apply in any case, including when the Supplier, being aware of the General Business Conditions of the Client, carries out the delivery to the Client without reservations. Individual agreements (including subsidiary arrangements, supplements and amendments) between Suppliers and Clients, however, have priority. For the contents of such agreements, a written contract or the written confirmation by the Supplier shall be mandatory. Legally relevant declarations and notifications that have to be made by the Client vis-à-vis the Supplier after the conclusion of the contract (e.g. setting of time limits, reminders, cancellation), must be made in writing to be legally valid.

1. Conclusion of contract

- (1) Among other things, the Supplier provides terminals for financial processing workstations and security centres, as well as special applications in healthcare and infotainment. The products can be ordered (contract of purchase) or planned jointly with the Supplier and installed on-site at the Client (contract for work).
- (2) The Client's services are exclusively offered to commercial customers (entrepreneurs). These General Terms and Conditions do not apply to contracts with consumers. By concluding the contract, the Client gives its assurance of being a commercial and/or independent operator and confirms that it operates within the scope of its commercial and independent activity.
- (3) The Supplier's offers are subject to change without notice and non-binding and are limited in time in accordance with the information contained therein. The Supplier also reserves the right to make its offers subject to the exchange rate EUR/CHF remaining within a specified range. Offers are of a confidential nature and may be disclosed only to those persons that are entrusted with processing the offers.
- (4) The Supplier shall retain all proprietary and copyrights to all drawings, designs, circuit diagrams and cost proposals. In the absence of corresponding orders, the Client agrees to submit to the Client without delay all documents within the scope of the proposal.
- (5) In order to be legally valid, the Client's orders require the Supplier's written confirmation (order confirmation).

2. Deadlines and scope of delivery

- (1) The agreed-upon time limit for processing deliveries (delivery deadline) starts with the sending of the order confirmation, but not prior to the full performance of the contractual obligations by the Client, particularly not prior to the provision of the documents, authorizations, and releases to be obtained by the Client and not prior to receipt of the agreed-upon down payment.
- (2) The periods of delivery indicated by the Supplier, even if notified in writing, constitute only non-binding information. The expiry of certain periods of delivery does not relieve the Client from its obligation to define an appropriate grace period for the performance of the service



and the declaration that it will refuse the performance after the expiry of the deadline. This does not apply, if and to the extent that the Supplier has expressly and in writing designated a period of delivery or a deadline as a 'binding delivery date'.

- (3) If the Supplier is not able to comply with binding periods of delivery for reasons beyond its control (non-availability of performance), the Supplier will inform the Client accordingly and at the same time inform it of the expected new period of delivery. If performance is not possible during the new period of delivery as well, the Supplier shall be entitled to withdraw from the contract in full or in part; any consideration by the Client will be reimbursed promptly by the Supplier. The rights of cancellation and termination of the Client in accordance with section 3 and 4 of these General Terms and Conditions shall remain unaffected.
- (4) The delivery deadline has been observed if, until its expiration, the readiness for dispatch has been communicated or the object of delivery has left the Supplier's warehouse or – in the case of work services – the acceptance has been effected or unjustifiably rejected by the Client.
- (5) Partial deliveries are permissible within the delivery deadlines specified by the Supplier, provided this is reasonable and does not result in disadvantages for the use of the delivered goods or services. Any cost increases resulting from the partial delivery shall be borne by the Supplier.
- (6) The items covered by the contract will be determined by the order confirmation.
- (7) The Supplier reserves the right to make product changes which, in its opinion, serve to improve quality without prior announcement. Design or form changes which are based on the improvement of technology and/or requirements imposed by lawmakers are reserved during the period of delivery, provided this will not considerably change the supplied item, and the changes can be considered acceptable to the Client.
- (8) The occurrence of delay in delivery by the Supplier is determined in accordance with the statutory provisions. In any case, however, the Client is required to send a reminder.

3. Delivery and warranty in the case of contracts of purchase

- (1) Delivery will be affected ex works, Incoterms 2020. Carriage will be effected at the Client's risk. The Supplier carries the risk until collection of the supplied items by the carrier. Upon collection of the supplied items by the carrier, the risk of accidental destruction or loss, as well as accidental deterioration, shall be assigned to the Client.
- (2) The Client agrees to accept the supplied item, unless the Client is temporarily prevented from taking delivery through no fault of its own. In the case of culpable non-acceptance on the part of the Client, following a 14-day additional acceptance period and in accordance with the statutory provisions, the Supplier is also authorized to withdraw from the Contract and demand damages. Setting an additional acceptance period will not be necessary if the Client seriously or definitely refuses the acceptance or evidently is unable to pay the invoice amount during this period. In other respects, upon taking delivery of the supplied item, the risk shall be transferred to the Client. If the Client declares its refusal to accept the item, the risk of accidental destruction or accidental deterioration of the supplied item will be transferred to the Client at the time of the refusal to accept.
- (3) The Client is obligated to examine the supplied item and give notice of defects. The Client agrees, upon receipt, to immediately inspect the supplied items for quality and completeness. The Client agrees to notify the Supplier in writing of any complaints regarding the supplied items and transport damage. In the case of obvious defects and the supplier not being notified in writing within eight calendar days upon receipt of the supplied items, the assertion of warranty rights shall be excluded. For the purpose of compliance with the time limit, the defect must be sent off in due time. The burden of proof shall be borne by the Client. Defects, which cannot be discovered within an eight-day time limit for lodging a complaint (so-called hidden, not obvious defects), must be reported in writing immediately upon the discovery. Otherwise the supplied item is considered to have been approved. The timely posting of the defect notice will be considered as having acted in compliance with the required time limit. The burden of



proof shall be borne by the Client. Furthermore, Sec. 377, 379 Austrian Commercial Code shall apply.

- (4) The following Supplier's warranties shall apply to defects reported in due time. The Client shall be entitled to demand replacement ('Austausch') or removal of defects ('Verbesserung') as subsequent performance at its own discretion. Should the Client fail to state which of these two rights it asserts, then the Supplier reserves the right to set the Client a fair time limit. Should the Client not have chosen within this time limit, then the right to choose is passed to the Supplier upon expiration of said time limit. Natural wear and improper treatment shall be excluded from the warranty. In any case, the warranty will expire prematurely as soon as the supplied items are subjected to interference, modifications or repairs performed by the Client or third parties without the Supplier's prior written approval.
- (5) The Supplier is entitled to make the supplementary performance dependent on the payment of the purchase price by the Client. However, the Client shall be entitled to withhold a share of the purchase price that is commensurate with such defect.
- (6) The expenses necessary in connection with examination and subsequent performance, in particular as regards transport, labour and materials, shall be borne by the Supplier if a defect actually exists. In other cases, the Supplier is entitled to demand the reimbursement of the incurred costs (particularly costs for testing and transportation) by the Client, unless the missing defect was not recognisable for the Client.
- (7) If the Supplier fails to remedy the defect within a reasonable time limit, the Client may set a reasonable additional deadline for remedying defects. Upon expiration of the additional deadline, the Client may demand a reduction in remuneration or the withdrawal from the contract and – provided the legal requirements are met – request damages. Said claim to damages is limited to the value of the defect affecting the performance. The limit for the sum total of all damage claims due to defects is the total purchase price of the Contract. Claims arising from lost profit are excluded. The limitations of liability shall not apply if the Supplier concealed a defect with intent or has accepted a guarantee, or in the case of intent, gross negligence or injury to life, body or health or insofar as the Austrian Product Liability Act ('Produkthaftungsgesetz') is applicable.

4. Acceptance and warranty in the case of contracts for work

- (1) The Supplier shall bear the risk until the Client's acceptance of the negotiated work performances.
- (2) The acceptance of the commissioned work performances will be effected by the Client. One of the Supplier's employees should be present during the acceptance. The results of the acceptance must be recorded in writing in a certificate of acceptance, which the Client and the Supplier must sign.
- (3) In the case of a defect, the Supplier shall be entitled to subsequent performance. If the subsequent performance fails, the Client shall be entitled to invoke the statutory provisions.
- (4) If the Client accepts the work performance in spite of being aware of a defect, the Client shall be entitled to warranty claims with respect to said defect only if the Client reserves this right at the time of acceptance.
- (5) The statutory provisions shall apply to the acceptance in other respects.
- (6) If the Supplier fails to remedy the defects within a time limit set for it, the Client may either
 - a) request that the Supplier sets a reasonable grace period with the announcement that, in the case of the unsuccessful expiration of said period, the Supplier will remedy the defect independently. If this deadline expires unsuccessfully, the Client will be authorized to remedy the defect independently and demand reimbursement of costs, or
 - b) set a further reasonable grace period and following its unsuccessful expiration reduce the remuneration reasonably or withdraw from the Contract in whole or in part. A withdrawal due to an insignificant defect, however, shall be excluded.



- (7) Furthermore, in the case of legal requirements, the Client may request damages. In the case of ordinary negligence, the contract's overall liability shall be limited to the contract value. Claims arising from lost profit are excluded. The limitations of liability shall not apply if the Supplier concealed a defect with intent or has accepted a guarantee, or in the case of intent, gross negligence or injury to life, body or health or insofar as the Austrian Product Liability Act ('Produkthaftungsgesetz') is applicable.

5. Pricing, invoicing, conditions of payment

- (1) Except as otherwise specified or agreed upon individually, all prices are in euros (EUR) plus applicable VAT, packaging, shipping, carriage, insurance and customs duties.
- (2) The supplier shall issue the Client an invoice on its services.
- (3) Invoice amounts are due and payable within 14 days of invoice date, delivery, installation and/or acceptance of the goods. The deduction of a discount is not accepted. The Supplier must effect payments to the specified account. The Supplier shall be entitled at any time, including during an ongoing business relationship, to make a delivery in whole or in part only against advance payment. The Supplier declares a corresponding reservation with the order confirmation at the latest.
- (4) If the order placed with the Supplier exceeds the amount of EUR 75,000.00 (excluding VAT, packaging, carriage, transport, insurance and customs duty) or if the Client is a new Client, the following shall apply:
- a) In the case of contracts of purchase, one half of the amount is due for payment immediately upon transmission of the order confirmation and the other half within 14 days upon delivery of the supplied items to the carrier.
- b) In the case of contracts for work, 30 % will be due for payment immediately upon transmission of the order confirmation, 30 % will be due within 14 days following delivery, further 30 % will be due within 14 days following installation, and 10 % will be due within 14 days following acceptance, at the latest, however, 30 days after installation.
- (5) If the Client defaults on said due payments, the Supplier is authorized to charge default interest in the amount of 9.2 percentage points above the basic interest rate (Sec. 456 Austrian Commercial Code). The Supplier expressly reserves the right to other claims.
- (6) The Client is authorized to set off and retain said payments only if the Client's counterclaims have been recognized by legally binding judgment, are undisputed or have been acknowledged by the Supplier.
- (7) Should it become discernible after the conclusion of the contract that the Supplier's claim to the purchase price is jeopardised by the Client's inability to fulfil its commitments (e.g. by filing an application for the opening of insolvency proceedings on the Client's assets), the contract is automatically amended to the effect that the Client owes the total price for the ordered delivery as advance performance. In this case, the performance period for the Supplier shall not commence on the receipt of full payment on its account. The Supplier shall determine the jeopardy to the claim at its due discretion. The Supplier shall be obliged to notify the Client in writing that it assumes jeopardy of its purchase price claim. If the Client does not want to hold on to its obligation to advance performance, it shall be entitled to withdraw from the contract.

6. Consent to the issuance of electronic invoices (Sec. 11 Austrian Sales Tax Act)

- (1) All invoices, order confirmations, offers, other business communication, etc. shall be issued in electronic format (PDF in the sense of Sec. 11 para. 2 Austrian Sales Tax Act ['Umsatzsteuergesetz']) and sent to the Client by e-mail. The issuance of a paper invoice, a paper offer, a paper order confirmation including postal delivery shall only take place upon the express written request of the Client.



- (2) The Client shall provide the Supplier with its e-mail address at the time of the commencement of the joint business relationship and shall inform the Supplier of any changes.
- (3) Automatic responses on the part of the contact addresses provided by the Customer regarding the absence of the recipient shall not prevent the legally effective delivery of the electronic invoice.

7. Reservation of ownership

- (1) The supplied item shall remain the Supplier's property until the fulfilment of all of the Supplier's claims against the Client arising from the underlying business relation.
- (2) The Client is authorized to process the supplied items or to blend or combine them with other items. The processing, blending and combination (hereinafter referred to as 'processing') shall be performed on behalf of the Supplier; the object resulting from such a processing will be referred to as 'new merchandise'. The Client shall preserve the new merchandise on behalf of the Supplier with the due care of a responsible businessman.
- (3) When processing with other items not owned by the Supplier, the Supplier shall be entitled to joint ownership in the new merchandise in the amount of the share resulting from the ratio of the value of the processed supplied item to the value of the remaining processed merchandise at the time of processing. If the Client acquires sole ownership of the new merchandise, Supplier and Client agree that the Client shall grant the Supplier joint ownership in the new merchandise in proportion to the value of the processed supplied item to the remaining processed merchandise at the time of processing.
- (4) If the supplied item or the new merchandise is sold, the Client hereby assigns to the Supplier, by way of security, its claim from the resale against the purchaser with all secondary rights, without requiring further explanations. The assignment shall include any balance claims. The assignment, however, shall apply only to the amount corresponding to the price of the delivery item invoiced by the Supplier. Satisfying the Supplier's claim must be prioritized.
- (5) If the Client combines the supplied item or the new merchandise with real properties or movable assets, the Client shall also assign to the Supplier, without requiring further explanations, its claim to which it is entitled for the combination, including all ancillary rights in the amount of the proportion of the value of the supplied item and/or the new merchandise to the remaining combined merchandise at the time of their combination. The Client is obliged to perform all actions and signatures in order to effect an assignment of the claim that is effective under civil law. Any legal fees ("Rechtsgeschäftsgebühren") in connection with this assignment shall be borne by the Client.
- (6) Until further notice, the Client is authorized to collect the claims assigned in this section 7 (reservation of ownership). The Client shall immediately forward to the Supplier the payments on the assigned claims up to the amount of the secured claim. In the event of an important reason and, in particular in the case of payment default, discontinuation of payments, initiation of insolvency proceedings, change protest or substantiated reasons for overindebtedness or pending insolvency on the part of the Client, the Supplier is authorized to withdraw the Client's collection authorization. Furthermore, following an advanced warning subject to an appropriate deadline, the Supplier may disclose details of the assignment, utilize the surrendered claims and disclose the Client's security assignment to its clients.
- (7) When a legitimate interest is substantiated, the Client shall provide the Supplier with the information required for enforcing its rights against its customers and hand over the required documents.
- (8) During the duration of the reservation of ownership, the Client is prohibited from pledging or transferring ownership by way of security. The Client is permitted to resell the item only in the ordinary course of business and only under the condition that the payment of the equivalent of the supplied items is made to the Client. The Client shall also negotiate with the purchaser that only by paying the amount it will acquire the title of ownership. In the case of pledges,



seizure or other injunctions on the part of third parties, the Client shall notify the Supplier immediately.

- (9) If the realizable value of all rights of security to which the Supplier is entitled exceeds the amount of all secured claims by more than 10%, the Supplier shall release a corresponding part of the security rights at the Client's request. In the case of a release, the Supplier has the option to choose between the various security rights.
- (10) In the case of a breach of obligations on the part of the Client, in particular in the case of payment default, the Supplier is authorized to demand the surrender of the supplied item without setting a time limit and/or to withdraw from the Contract; the Client is obligated to surrender the item. The demand of the delivery item / new merchandise is not considered to be an intent to withdraw from the contract by the Client, unless this is expressly stated.

8. Limitations of liability

- (1) The Supplier shall be liable without restriction, if the cause of defect is based on intent or gross negligence. The Supplier shall not be liable for damages caused by slight negligence. Claims arising from lost profit are excluded.
- (2) The limitations of liability of the above paragraph do not apply in the case of injury to life, body and health, a defect following the acceptance of a guarantee for the quality of the product and in the case of intentionally concealed defects. This shall not affect the liability under the Austrian Product Liability Act.
- (3) If the Supplier's liability is excluded or limited, this also applies to the personal liability of the Supplier's employees, representatives and vicarious agents.

9. Intellectual property rights

- (1) The Supplier reserves the intellectual property rights and copyrights to any and all products, images and other documents provided by it. The Client may utilise any such documents only with the Supplier's prior express written consent, without any independent rights to any such advertising materials accruing to it.
- (2) The Client undertakes and warrants that it will not violate any intellectual property rights of third parties (patents, licenses, trademarks, etc.) on resale of the goods purchased from the Supplier.

10. Data protection

For the purpose of processing orders, enquiries and offers made by a Client or third parties commissioned by it on its behalf, the Supplier shall be entitled pursuant to Sec. 6 para. 1 lit. b GDPR to electronically store and further process personal data. The Supplier shall also be entitled to pass on personal data to third parties, in particular to credit institutions and contractual partners that serve the purpose of order processing. The collection and processing of personal data by the Supplier shall otherwise be carried out in accordance with the statutory provisions on data protection and the Supplier's data protection declaration.

11. Written form requirements

Wherever written form is required for communications, e-mails or faxes will meet the written form requirements. If a party sends an e-mail or fax, it will bear the risk associated with the message's receipt by the addressee.



12. Applicable law and jurisdictional venue

- (1) These General Terms and Conditions and all legal disputes arising from this Contract between the Client and the Supplier shall exclusively be subject to the law of the Republic of Austria under exclusion of the UN Sales Convention and the rules regarding conflict of law. The prerequisites for and the effects of the reservation of ownership in accordance with clause 7 are subject to the law in force at the relevant location of the goods if, in accordance with the provisions of that law, the choice of law in favour of Austrian law is inadmissible or invalid.
- (2) For all disputes arising from this Contract, the competent court in commercial matters for 1010, Vienna shall have jurisdiction.

13. Severability clause

In case individual provisions of the contract with the Client, including these General Terms and Conditions, are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision.