

## General Terms and Conditions (GTC) of Business GWF Technologies GmbH (Version 08.2022)

### 1. General

- 1.1. The quotations issued by GWF Technologies GmbH, Gewerbestrasse 46f, 87600 Kaufbeuren, Germany (hereinafter referred to as 'GWF') are revocable and non-binding.
- 1.2. The contract is concluded with the written order confirmation of GWF to the customer. The deliveries and performances of the products, goods and services (hereinafter uniformly referred to as 'Services') are made in accordance with the information in the technical specifications of the offer and the mandatory standards and regulations applicable in Austria.
- 1.3. By concluding the contract, the customer acknowledges the binding nature of these GTC as an integral part of the contract. Any terms and conditions of the customer are not applicable.
- 1.4. Advertising brochures, catalogues, drawings, weight and dimension specifications, technical data sheets and similar documents are not binding.

### 2. Scope of application

- 2.1. These GTC apply to all services provided by GWF, unless otherwise agreed in writing.
- 2.2. These GTC may be supplemented by special written conditions.
- 2.3. GWF reserves the right to unilaterally amend these GTC at any time. The current version is available on the website [www.gwf.ch/agb](http://www.gwf.ch/agb).
- 2.4. Communication via e-mail complies with the written form requirement within the scope of these GTC.

### 3. Prices

- 3.1. Unless otherwise agreed, GWF's prices are in EUR excluding VAT, postage and transport costs, packaging and import duties.
- 3.2. The minimum order value is €250. For order values below €250, a small quantity surcharge of €250 will be levied.
- 3.3. If the circumstances on which the pricing is based, in particular currency parities, taxes, levies, fees, customs duties etc. change between the time of the offer and the delivery date, GWF is entitled to adjust prices and conditions to the changed circumstances.

### 4. Terms of payment

- 4.1. Invoices from GWF are due immediately and must be paid within 30 days of receipt of the invoice. Offsetting against counterclaims is not permitted.
- 4.2. If the customer does not comply with the agreed payment dates, they shall be in default without a reminder and shall be liable to pay interest on arrears of 5% p.a. from the 31st day after the invoice date.
- 4.3. If the customer is in default, the following shall apply:
  - GWF reserves the right to suspend any services to the customer until the latter can provide an advance payment or guarantee. The same applies in the event of a presumed insolvency of the customer.
  - GWF is entitled to withdraw from any individual transaction with the customer without any obligation to pay damages.

### 5. Retention of title

- 5.1. GWF remains the owner of its delivery until receipt of the agreed payment. Upon acceptance of the delivery, the customer authorises GWF, if necessary, to enter the retention of title in the relevant register. The customer shall maintain the delivered products at their own expense for the duration of the retention of title and insure them for the benefit of GWF against theft, breakage, fire, water and other risks.

### 6. Delivery

- 6.1. Delivery period and delivery date
  - 6.1.1. The delivery period and/or the delivery date result from the agreement of the parties and are subject to the proviso that all technical and commercial questions have been clarified and that GWF itself is supplied on time and correctly. If this is not the case, the period will be extended appropriately and/or the date will be postponed.
  - 6.1.2. However, the delivery period starts at the earliest on the next working day after GWF's order confirmation, but only on condition that 6.1.1. is fulfilled.
  - 6.1.3. The delivery period will be deemed to have been complied with if the services are offered or delivered in due time.
  - 6.1.4. GWF does not guarantee compliance with the delivery period and delivery dates. Liability for delayed delivery is excluded to the extent permitted by law. Delays in delivery shall in no case entitle the customer to withdraw from the contract or to assert any other claims.
  - 6.1.5. Partial or advance deliveries are permissible without agreement.
  - 6.1.6. If the customer requests changes, the original delivery period shall only remain valid if this has been explicitly agreed in writing. Otherwise, a new delivery period will be set.
  - 6.1.7. GWF reserves the right to deliver services in acceptable partial deliveries.
- 6.2. Delays in delivery
  - 6.2.1. If a delivery deadline cannot be met through no fault of GWF, GWF has the right to store the goods at the expense and risk of the customer.
  - 6.2.2. The customer shall accept the delivery on time, otherwise they will be in default of acceptance. If the customer is in default of acceptance, GWF may choose to withdraw from the contract or to deliver again at the expense and risk of the customer, in which case GWF reserves the right to claim damages, if any.
  - 6.2.3. If a grace period set expires unused, GWF is entitled to withdraw from the contract and claim damages.
- 6.3. Terms of delivery
  - 6.3.1. Unless otherwise agreed by the parties, deliveries shall be made Incoterms 2022 DAP to the customer's address.
  - 6.3.2. If no delivery conditions are agreed, the transfer of benefit and risk to the customer shall occur when the delivery is handed over to the transport company.

## 7. General warranty

- 7.1. GWF warrants from delivery and for 12 months after delivery (hereinafter referred to as 'warranty period') that
  - the goods and products are free from defects in material, design and workmanship; and
  - the services are performed carefully and professionally.
  - This does not apply to wearing parts.
- 7.2. The customer must immediately inspect the delivered services for freedom from defects, completeness and correctness, whereby any defects must be reported to GWF in writing no later than three days after delivery.
- 7.3. In the event of hidden defects, these must be reported in writing immediately after discovery within the warranty period.
- 7.4. GWF's warranty only covers defects that existed before the transfer of benefit and risk.
- 7.5. If the customer fails to comply with the obligations under 7.2. and 7.3. the delivery will be deemed to have been approved and the customer will have forfeited its rights in respect of defects and all warranty claims of the customer will lapse.
- 7.6. In the case of defects reported in due time, GWF guarantees either a replacement delivery free of defects, a rectification of defects or a refund of the purchase price.
- 7.7. There is no warranty in case GWF is not responsible for the claimed defects, e.g. because they have arisen due to normal wear and tear, due to modifications, due to non-compliance with regulations, improper repair, construction and assembly work not carried out by GWF, as well as due to other reasons for which GWF is not responsible.
- 7.8. The warranty expires prematurely if the customer or third parties carry out modifications or repairs without the prior written consent of GWF or if the customer does not immediately take all appropriate measures to minimise the damage in the event of a defect, notify GWF of the defect and give GWF the opportunity to remedy the defect.
- 7.9. All further warranty claims, in particular for direct and indirect damage, are hereby expressly excluded.
- 7.10. The provisions of para. 7 shall also apply to any other complaints by the customer.

## 8. Liability

- 8.1. Liability shall in any case be subject to the condition that the customer has fulfilled their obligations under para. 7.
- 8.2. Any liability is excluded in full to the extent permitted by law. In particular, GWF is only liable in case of intent or gross negligence. GWF is only liable for direct damage and only if the customer proves that it was caused by GWF intentionally or through gross negligence. Liability is limited to the price of the respective delivery. GWF is not liable for auxiliary persons. Any further liability of GWF for damages of any kind is excluded. In particular, the customer is in no case entitled to compensation for damages which have not occurred to the product itself, such as loss of production, loss of use or data, loss of orders, loss of profit and indirect or consequential damages.

## 9. Compliance

- 9.1. GWF and the customer undertake at all times to comply with national and international export control laws as well as sanctions and embargoes defined by the Uni-

ted Nations, the Swiss Embargo Act, the Swiss Sanctions Ordinances with corresponding sanctions lists, the Swiss Goods Control Act, the embargo and sanctions regulations of the EU, as well as the re-export law and embargoes and sanctions of the USA, in particular the sanctions measures of the US OFAC.

- 9.2. GWF reserves the right to withhold, suspend or cancel the delivery of products to countries or companies if the products fall under an export control licensing requirement or the recipient country or company is affected by sanctions or embargoes or another licensing requirement applies. GWF cannot be held liable for any resulting damage.
- 9.3. Both the customer and GWF shall comply with the respective applicable laws and regulations regarding corruption and bribery issues.
- 9.4. The customer undertakes to compensate GWF for any damage arising from any violations of laws or regulations.

## 10. Confidentiality and data protection

- 10.1. GWF complies with the applicable data protection regulations.
- 10.2. The customer hereby acknowledges that GWF processes, stores, uses and evaluates data of the customer within the scope of the contractual purpose.
- 10.3. GWF shall take appropriate technical and organisational steps to protect the customer's data.
- 10.4. GWF and the customer undertake to treat all documents, information, aids and software received in connection with this contract and not generally accessible as confidential even after termination of the contract in the same way as their own trade secrets, not to disseminate them unnecessarily within the company and not to make them accessible to third parties, with the exception of subcontractors.
- 10.5. Furthermore, GWF's privacy policy, which can be found at <https://gwf.ch/datenschutz/>, applies.

## 11. Force majeure

- 11.1. Force majeure events such as war, riots, civil commotion, epidemics, pandemics, strikes, malicious damage, compliance with government regulations and laws, power shortages, accidents, fire, floods, storms, supplier failure, industrial action, supply or infrastructure failure, machinery failure, supply chain failures and other elemental and personal risks etc. may prevent GWF from delivering on time.
- 11.2. In the event of force majeure, GWF may extend the delivery deadlines without the consent of the customer and withdraw from the contract with justification without liability for damages.

## 12. Intangible property rights

- 12.1. If software, documents, licences or other intangible goods are included in the delivery, GWF grants the customer a non-exclusive right to use these including documentation (licence). This right is not transferable. The software is supplied in object code without source codes. The licence entitles exclusively to use in connection with the delivery and can only be transferred together with the delivery.
- 12.2. The customer is not entitled: (a) to transfer the licence or to grant sub-licences; (b) to reproduce the delivered

hardware or parts thereof or to have them reproduced; (c) to process the delivered software, to reproduce it (except for backup purposes), to decompile it; or (d) to copy the associated documentation, to publish it or to have it copied or published or to make it accessible to third parties.

- 12.3. The relevant delivery and licence conditions of the respective manufacturers shall apply exclusively for any commercially available standard software to be delivered by GWF.

### **13. Changes to the GTC**

- 13.1. GWF reserves the right to change these GTC at any time. The version of these GTC in force at the time of acceptance of the order shall apply.
- 13.2. The adjustments or additions will be communicated to the customer in an appropriate manner and will become valid unless the customer objects within 14 working days from receipt of the changes.

### **14. Final provisions**

- 14.1. Should one or more provisions of these GTC be or become invalid, this will not affect the validity of the remaining provisions.
- 14.2. The contractual relationship will be governed by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 14.3. The exclusive legal venue is the respective competent court in Kaufbeuren.