

General Terms and Conditions (GTC)

for product deliveries and standard software of EYYES GmbH, hereinafter referred to as EYYES -
for use in business transactions with companies

§ 1 General - Scope

- 1) 1) EYYES provides the delivery of the product to the customer exclusively on the basis of the following General Terms and Conditions ("GTC"). In case of an ongoing business relationship, these GTC in the respective valid version shall apply to all future business transactions even without special reference or reference.
- 2) EYYES does not recognize deviating, conflicting or supplementary General Terms and Conditions of the customer, unless EYYES has expressly agreed to their validity in writing. The GTC of EYYES shall also apply if EYYES carries out the delivery to the customer without reservation in the knowledge of conflicting or deviating conditions of the customer.
- 3) These GTC are not intended for use towards consumers, but only towards entrepreneurs.

§ 2 Conclusion of contract

- 1) If a customer submits a written request to EYYES regarding a Product, EYYES shall submit a written offer ("EYYES Offer") or reject the request in writing within a reasonable period of time.
- 2) EYYES offers are always subject to change and non-binding and contain information regarding the quantity and price of the requested product, terms of payment, delivery time and place, information regarding the technical specification of the product, official approvals and regulations for the manufacture of the product. In addition, further order-specific information may be included.
- 3) If the customer makes a written order ("Order") on the basis of an EYYES offer, a contract is concluded by the written order confirmation of the Order by EYYES ("Order Confirmation"). If the Order deviates from the EYYES offer or these GTC, the priority of the EYYES offer and these GTC shall apply.
- 4) EYYES expressly points out that a binding contract between the customer and EYYES comes into effect through the order confirmation by EYYES according to 3). Verbal agreements, as well as changes, additions or the cancellation of contracts concluded with EYYES, are only valid if they have been confirmed in writing by EYYES, unless otherwise stipulated in these GTC. The cancellation of the written form requirement can only be made in writing, expressly and unequivocally.

§ 3 Delivery

- 1) EYYES shall deliver the product within the delivery period specified in the EYYES offer. The compliance with agreed delivery periods requires the fulfillment of the contractual and cooperation obligations of the customer. Unless otherwise agreed in the EYYES offer, the delivery period begins with the conclusion of the contract (cf. § 2 para. 3), but not before

- receipt by EYES of the documents agreed in the contract and to be provided by the customer, such as approvals and the like, releases and deposits or advance payments.
- 2) EYES obligation to deliver within the delivery period is subject to correct and timely delivery to EYES by its suppliers. This applies only in case that a delay due to incorrect or untimely delivery by the supplier is not the fault of EYES. EYES will inform the customer immediately about such a delay in delivery. In such cases the delivery period is extended by the duration of the delay, unless otherwise mutually agreed in writing between EYES and the customer. In case of non-availability of the product, in case of delay in fixed-date transactions or mutually agreed written termination of the contract, the already paid remuneration will be refunded immediately.
 - 3) Delays in delivery and performance due to force majeure and events that make it substantially more difficult or impossible for EYES to perform, such as fires, strikes, lockouts, embargoes, shortages, epidemics, quarantine, war, acts of war and terrorism, uprisings, riots, official orders or official failures, serious disturbances of the public transport network or the power supply, natural events (e.g. heavy storms, flooding, mudslides) etc., even if they occur at suppliers of EYES or their sub-suppliers, EYES is not responsible. If the fulfillment of the contract is seriously jeopardized or made impossible by an event of force majeure, EYES is entitled to withdraw from the contract in whole or in part, with reimbursement of any payment already made by the customer, without the customer being entitled to any claims for damages.
 - 4) Unless otherwise agreed, the product will be delivered in such a way that EYES will notify the customer as soon as the product is available for collection at the address Im Wirtschaftspark 4, 3494 Gedersdorf an der Donau within the delivery period. The risk of accidental loss and accidental deterioration of the product shall pass upon handover to the customer or a person appointed by the customer. The handover shall be deemed to have occurred if the customer or the person commissioned by the customer is in default of acceptance. In case of default of acceptance by the customer, EYES is entitled to deposit the product. This has a debt-discharging effect. The customer has to bear the costs of the proper deposit. Accidental loss and accidental deterioration of the product from the time of deposit shall be borne by the customer.
 - 5) If a shipment of the product has been expressly agreed upon in writing between EYES and the customer, the risk is transferred to the customer with the handover to the forwarder, carrier or other person or company designated to carry out the shipment. Transport shall be for the account and at the risk of the customer. Insurance against damage of any kind shall only be taken out at the order and expense of the customer.

§ 4 Payment terms

- 1) Invoices from EYES are due for payment without deduction within 14 calendar days of the invoice date, unless otherwise agreed in writing. Deviating payment terms are shown in the offer and specified in the order confirmation. After expiry of this period, the customer shall be in default of payment.
- 2) Payments are to be made by bank transfer to the account notified by EYES. Payments by bill of exchange or check are not accepted as fulfillment of the payment obligation.
- 3) Payments are considered to be made on the date when EYES can dispose of the receipt of the amount without reservation.
- 4) If the customer is in default, interest in the amount of 9.2% above the base interest rate will be charged until payment is made. EYES reserves the right to prove and claim a higher damage caused by default (especially due to reminder, collection, collection and

information costs). In case of a delay in payment of more than 20 days, EYES is also entitled, at its own discretion, to stop deliveries immediately or to withdraw from all contracts with the customer and to charge the resulting disadvantages to the customer. Even in the case of an ongoing business relationship, each individual order is to be considered as a separate contractual relationship.

- 5) If a significant deterioration in the financial situation of the customer becomes known, EYES is also entitled to demand 100% advance payment for deliveries not yet carried out, or to stop delivery, or to withdraw from the contract.
- 6) A set-off against EYES is not permitted. The customer has no right of retention. Even in the case of an ongoing business relationship, each individual order is to be regarded as a separate contractual relationship.

§ 5 Retention of title

- 1) EYES retains ownership of all delivered products until full payment of all invoice amounts. The retention of title is considered as security for the entire balance of EYES' claims against the customer.
- 2) The sale, pledge, transfer by way of security, gift or transfer in exchange of products subject to retention of title is not permitted. The customer is obliged to treat the products under reservation of title with care and to inform EYES immediately of any access of third parties to the products, e.g. in case of seizure, as well as of any damage or destruction of the products. The customer has to inform EYES immediately about a change of possession of the product as well as about a change of his own place of business. If the product is processed with items not belonging to EYES, EYES acquires co-ownership of the new item in proportion to the value of the products supplied by it to the other processed items. The same applies if the product is mixed with other objects not belonging to EYES.
- 3) EYES is entitled to withdraw from the contract without reminder in case of breach of contract by the customer, especially in case of breach of an obligation according to this provision, and to demand from the customer the return of the product or, if this is no longer possible, full satisfaction.
- 4) In case of suspension of payments, application for or opening of insolvency proceedings, EYES is entitled, in agreement with the customer, or in case of insolvency proceedings with the insolvency administrator, on the basis of the invoice documents, to separate its reserved goods. If the customer, or in the case of insolvency proceedings the insolvency administrator, does not cooperate in this segregation, EYES is entitled to carry out this segregation alone with the assistance of an expert.

§ 6 Warranty, Liability

- 1) EYES warrants that at the time of delivery pursuant to § 3 paras 4) and 5) the Products (i) have been manufactured and approved for use in the territory of the European Union in accordance with mandatory applicable legal provisions and (ii) meet the technical specifications stated in the offer or in the documentation accompanying the Product. A defect shall only exist if a product does not comply with this warranty. Changes in visual appearance, such as in shape, color and/or weight do not constitute a defect.
- 2) The period for the assertion of a defect within the meaning of § 6 para 1) is, unless otherwise agreed in writing, one year and begins with the handover of the product in accordance with § 3 para 4) or 5). The customer shall inspect the product or have it inspected after handover immediately. § 377 UGB is explicitly applicable, also in case of a contract for work

and services. The customer must notify EYYES of defects in writing without delay, but at the latest within a period of 8 days from the date of handover or the date on which the customer should have discovered the defect, stating the exact nature, extent and circumstances at the time the defect occurred; the customer loses his right to invoke a defectiveness of the product, irrespective of the legal grounds, if he has not properly and contractually complied with his obligations to inspect and notify. Timely dispatch shall be sufficient to meet the deadline. In the event of a notice of defect, the customer shall first accept the product and store it properly.

- 3) The warranty does not extend to damages to the product or parts thereof that occurred after delivery due to improper handling, negligence or accident. All rights and claims of the customer resulting from the defectiveness of the product, on whatever legal basis, expire if (i) without written consent of EYYES the customer himself or third parties carry out modifications, repairs or maintenance of the product (ii) the customer fails to comply with instructions contained in user manuals, manuals, maintenance books and the like, or (iii) the customer does not enable EYYES to make technically necessary or expedient modifications to the Product. **In this context, EYYES expressly draws attention to the warnings contained in the accompanying documentation, which must be strictly observed and complied with in order to avoid any possible damage. Failure to comply with these instructions and warnings when using the products is expressly warned against.**
- 4) For parts of the product which EYYES itself has obtained from its suppliers, EYYES provides warranty only within the framework of the warranty claims to which EYYES is entitled against the supplier.
- 5) The customer bears the full burden of proof for all claim prerequisites, in particular for the defect itself, its existence at the time of delivery as well as for the time of detection of the defect, for the timeliness of the notice of defect and for the compliance with the obligations incumbent upon him in the use of the products. § 924 ABGB is not applicable.
- 6) If there is a defect for which EYYES is responsible, EYYES is entitled to choose between improvement or replacement within a reasonable period of time. In case of improvement the warranty period is not extended. In case of first time replacement the warranty is granted for the replacement product for a period of 6 months after delivery according to § 3 Abs 4) bzw 5). In case of replacement EYYES does not guarantee the exact conformity with the first delivery. If in the course of repairing a defect reported by the customer it turns out that the defect is not attributable to EYYES, the customer is obligated to compensate EYYES for services rendered as repair services.
- 7) The customer's right to price reduction is excluded, however, EYYES is entitled to offer the customer price reduction if the defect is minor in the estimation of EYYES and the improvement or the replacement is uneconomical for EYYES or only possible with disproportionate effort.
- 8) The customer is only entitled to conversion and to substitute performance in case of express refusal of remedy of defects by EYYES or after two failed attempts of improvement and setting of an appropriate period of grace. The conversion is to be asserted by complaint. In the case of minor defects the customer is not entitled to redhibitory action.
- 9) The product descriptions of EYYES, public statements and recommendations, advertising or (verbal or written) consulting of the customer by EYYES do not establish any conditional or warranted properties, unless this has been expressly assured in writing by EYYES. Even in the case of such an assurance, the customer shall have no warranty or other claims

against EYES in the case of only insignificant deviation from the expressly agreed quality or in the case of only insignificant impairment of the expressly agreed usability.

- 10) The customer declares that he acquires the product exclusively for his own use within his business and not for resale. Deviations from this shall only apply if expressly agreed in writing between EYES and the customer. In these cases the customer waives his right of recourse according to § 933b ABGB. The assignment of warranty claims for damages or the like (including those for payment) to third parties is excluded. The transfer of other or all rights of the customer from the contract to third parties is excluded. In case of (unauthorized) resale of the product by the customer, the customer loses all claims against EYES, regardless of the legal basis, which result from the defectiveness of the product.
- 11) For software components of the product § 7 applies additionally.
- 12) The liability of EYES for damages caused by EYES or by EYES' vicarious agents in the course of business is limited to cases of intent or gross negligence. In case of intentional violation of essential contractual obligations, the liability of EYES is limited to twice the amount of the remuneration received by EYES for the contract during the execution of which the damage was caused. In all other cases, any compensation for damages is limited to the amount of the remuneration received from EYES.
- 13) EYES liability for pure financial losses, intangible disadvantages, indirect damages, (consequential) damages, losses or lost profits, lost earnings and lost acquisition opportunities as well as frustrated expenses not typically associated with the damage are excluded, unless otherwise expressly agreed above or elsewhere. Likewise, EYES shall not be liable for loss of data or its recovery.
- 14) The limitations of liability of paragraphs 12) and 13) shall also apply to the liability of the employees of EYES. The limitations of liability of paras. 12) and 13) do not apply in the case of personal injury or damage that cannot be excluded under the Product Liability Act.

§ 7 Software and licensing conditions, property rights

- 1) EYES grants the customer the non-exclusive, non-transferable, perpetual right to use the software that is part of the product for the purposes of his company within the EU. The customer is not entitled to transfer the software for use to third parties or to make it available to third parties in any other way (e.g. by renting it out). The license shall be deemed granted when the product is lawfully put into operation and any agreed license fee shall become due immediately.
- 2) The source code of the software is not subject matter of the contract and is therefore neither handed over nor deposited; the processing or modification of the software is prohibited for the customer or is only permitted in cases where this is mandatory by law. A duplication or further utilization of the software delivered by EYES is not permitted or only in legally compelling cases. Duplications, in particular also copying of the manual, the documentation and operating instructions may not be made by the customer. Likewise, the customer is prohibited from developing source codes on the software.
- 3) The acquisition of a license for EYES software in no way implies for the customer the right to connect or combine it with other products if a patent application or patent or other industrial property right of EYES is infringed. In particular, EYES is not liable for the functioning of software supplied by EYES with hardware and software supplied by third parties, or in the event of self-installation of the software by the customer. In all cases of unauthorized modification and/or processing of the software all warranty claims and claims for damages of the customer are excluded.

- 4) EYYES does not assume any warranty and/or liability, on whatever legal basis, for the Software that has not been used properly by the customer, in particular in violation of the duties of care described in user manuals or other accompanying materials provided with the product. **EYYES expressly draws attention to the warnings contained in the accompanying documentation of the product, which must be observed and complied with by the customer.**
- 5) The software is stored on data carriers. EYYES expressly limits the warranty to technically faulty data storage. Before opening the seal of the data carrier the serial number of the data carrier is to be checked with the serial number on the invoice regarding their equality. In all other respects, the obligations to inspect and give notice of defects pursuant to § 6 para. 2) shall apply.
- 6) Services for instruction and implementation support as well as maintenance are not included in the purchase price and, if required, shall be agreed separately in writing and remunerated accordingly.
- 7) Insofar as the product contains software components of other companies, the terms and conditions and/or other provisions of these companies shall apply to this corresponding part of the delivery.
- 8) All industrial property rights to the product or parts thereof or to documents as well as all knowledge and know-how of EYYES not protected by formal law shall remain with EYYES, which alone shall be entitled to register trademarks, designs or patents. EYYES alone has the right to apply for a patent for any service inventions. EYYES has the exclusive right to be named as the author or, if applicable, inventor.
- 9) The customer alone is responsible for compliance with the (data protection) legal provisions for image recording and image processing (in particular § 12 Data Protection Act, § 6 DSGVO, § 78 UrhG). EYYES expressly points out that EYYES is entitled to make legally required as well as technically expedient changes to the product at any time.
- 10) The customer undertakes to keep confidential any technical, financial, business or market-related information, documents or knowledge of EYYES which becomes known to him in the course of the contractual relationship with EYYES ("Confidential Information"). customer shall use Confidential Information solely for the purpose of performing the contract.

§ 8 Export control and product safety

- 1) The products are intended and approved for exclusive use in the territory of the European Union and may only be used in the country of destination indicated in the offer and located within the European Union. If the customer intends to place the Product and/or EYYES technical information or documentation on the market outside the European Union or the country of destination identified in the Offer ("**Export**"), the customer shall be responsible for obtaining all necessary export permits or other required legal or other approvals prior to export and for ensuring that all applicable regulations are complied with. Furthermore, in the event that the Product is placed on the market outside the European Union or the country of destination indicated in the offer, the customer shall indemnify and hold EYYES harmless against all claims of third parties.
- 2) If the customer uses or disposes of the Product contrary to the provisions of the contract or does not comply with the instructions contained in the user manuals or other accompanying materials supplied with the Product, the customer shall also be obliged to indemnify and hold EYYES harmless in respect of all claims by third parties, in particular but not exclusively under the title of product liability. **In this context, EYYES expressly**

refers to the warnings contained in the accompanying documentation, which must be strictly observed and complied with in order to avoid any damage. Failure to comply with these instructions and warnings when using the products is expressly warned against.

- 3) The obligation to indemnify and hold harmless shall not apply if damage was caused by EYES intentionally or by gross negligence.

§ 9 Final provisions

- 1) The contractual relationship shall be governed exclusively by Austrian substantive law, excluding the conflict of laws rules of Austrian private international law and excluding the United Nations Convention on contracts for the International Sale of Goods.
- 2) Place of performance for all services is Gedersdorf.
- 3) Exclusive place of jurisdiction for all disputes arising from this contract is Vienna. However, in individual cases EYES is entitled to bring an action before the court having jurisdiction over the customer's place of business.
- 4) Should any provision of these General Terms and Conditions be or become invalid, ineffective or unenforceable in whole or in part, the remaining provisions shall not be affected thereby. The affected provision(s) shall each be replaced by a valid, effective and enforceable provision that comes closest in terms of its economic content to the affected provision(s).

Gedersdorf, June 2021