

General Terms and Conditions

These General Terms and Conditions relate to the provision and sale of intangible and tangible services, including relevant documentation thereof, as well as the exploitation of inventions and granting of industrial property rights in the field of technical sciences performed by i-TRIBOMAT GmbH, hereinafter also referred to as ETC.

Status: 01.07.2023

1 General Provisions

- 1.1 ETC offers its services exclusively based on these General Terms and Conditions (GTC). I.e., following terms and conditions apply to all services which ETC provides for a client within the scope of its business activities.
- 1.2 The client's terms and conditions shall only be recognised for legal transactions of ETC to the extent that they do not conflict with the corresponding rules in these GTC. This also applies if ETC confirms the acceptance of the order by signing an order document of the client, which unilaterally declares the terms and conditions of the client as binding with the order.
- 1.3 The place of performance of the supply or service is the head office of ETC.

2 Prices and Cost Estimates

- 2.1 Unless explicitly stated, prices in Euro (€, EUR) are exclusive of transport, insurance, installation and set-up costs and VAT. These costs, if applicable, will be invoiced additionally to the client.
- 2.2 The prices valid on the day of the order shall be decisive for the invoicing of services, insofar as no deviating provisions or prices are specified in the written order confirmation of ETC.
- 2.3 Quotation price calculations or cost estimates are made to the best of our knowledge.
- 2.4 If preliminary discussions are held with a potential client to define services to be provided by ETC, which take on the character of a search for solutions or consultation, these shall become part of the order in the event of an order being placed or - if no order is placed by the customer in this respect in a timely manner - these must be remunerated by the client to ETC according to the actual expenditure.
- 2.5 If a potential client is informed in advance that costs will be incurred for the preparation of a quotation or cost estimate, and if the client requests such a service, ETC is entitled to invoice said costs to the client.
- 2.6 In the event of personnel costs (due to internal company accounts) or other cost items required for the provision of the service (for material, energy, transport, purchased services) demonstrably change by more than 5 percentage points between the submission of the offer and the provision of the service, ETC shall be entitled to take this into account accordingly when invoicing for the service. This provision does not apply to consumer transactions.
- 2.7 Any additional services required by ETC due to changes in performance in the client's area of responsibility or because of official requirements or changes in relevant regulations/laws, which require partial reworking or reprocessing of services of the order, shall be remunerated by the client.
- 2.8 If with the client's agreement ETC provides certain services above and beyond what was originally agreed upon, or if the client accepts such services, ETC's commission shall be enlarged to include said services, and the client shall remunerate ETC for said additional services.

3 Scope of Performance

- 3.1 The task to be performed, the procedure to be employed in doing so, and the nature of the service results to be produced will be determined in ETC's offer, unless this is subsequently agreed separately in writing between the parties.
- 3.2 The contractual relationship to an offer in which the specific service to be provided by ETC is defined shall come into existence when the client sends or delivers within the time period for acceptance either a written commission or some type of materials relevant to the contract (patterns, samples, etc.) and when ETC either sends a confirmation of acceptance of the commission to the client or demonstrably begins performing the activities specified in the offer in agreement with the client.
- 3.3 Oral assurances, subsidiary agreements, etc. that deviate from these GTC or any other written declarations of intent by ETC, particularly those provided by employees, contractors, etc. are not binding for ETC. The content of brochures, advertising claims, etc. shall never become an integral part of the contract.
- 3.4 All agreements on software-related services (organisation, programming, system software, etc.) constitute separate legal transactions in each case and require the conclusion of a separate software/licensing contract with ETC.

- 3.5 All provisions listed in an enclosure to an offer will be considered agreed upon, regardless of whether they are physically present in said offer.

4 Supply

- 4.1 Supplies are made ex works ETC for the account and at the risk of the client. Deliveries to ETC by the client will be for the account and at the risk of the client.
- 4.2 If ETC arranges a transport, the specific method and means employed will be left to ETC's discretion. In the event the client has special demands regarding the route/mode of transport, any additional costs incurred as a result shall be at the expense of the client.
- 4.3 Costs of packing the goods for transport will be at the expense of the client.
- 4.4 Partial deliveries will be acceptable.
- 4.5 The client must inform the forwarding company and ETC of any complaints regarding damage resulting from transport in writing and immediately after receipt, within eight days at the latest.
- 4.6 Storage and the costs thereof made necessary by reasons that lie in the client's realm shall be borne by the client and shall be considered valid delivery.
- 4.7 Objectively justified and reasonable changes in the service and supply obligations of ETC, particularly reasonable delays in delivery, are considered approved by the client in advance.
- 4.8 If a transaction for supply by a fixed date has not been agreed upon, announced dates of delivery shall be considered approximate estimates. Force majeure and other unforeseen obstacles affecting ETC or its contractors will release ETC from observing the agreed delivery times.
- 4.9 Interruptions of operations or traffic and improper deliveries by contractors shall be considered force majeure and will exempt ETC for the duration of the problem or, if so, chosen by ETC, definitely from the obligation to make a delivery without claims for the client arising from ETC's withdrawal.
- 4.10 If the announced delivery date is exceeded by more than thirty days and after a grace period of at least ninety days is set, the client will be entitled to withdraw from the contract by means of registered letter. ETC will be entitled to withdraw if fulfilment of the delivery is made impossible by an act of God, labour conflicts or other obstacles beyond ETC's control, such as interruptions of transport or production. In all such cases, ETC is obligated solely to refund free of interest any sums of money it has received.
- 4.11 The client shall make available a suitable setup location in conformity with ETC's specifications, as well as installation and storage conditions, in due time before the delivery of tangible service at his own expense. ETC can be commissioned to provide the necessary expert advice for this purpose for remuneration. In addition, the client must check the suitability of transport routes in its business facilities and, if necessary, establish them at its own expense.

5 Terms of Payment

- 5.1 Accounts will be rendered immediately at delivery, if possible.
- 5.2 Payments are due after invoicing without any deductions and free of expense for ETC in accordance with the payment conditions stated in the ETC offer or the deviating payment conditions agreed in writing by ETC. All fees relating to bank transfers will be at the client's expense. The terms of payment set for the overall order shall apply analogously.
- 5.3 In the case of commissions that involve several partial deliveries (units), ETC will be entitled to issue partial invoices after delivery of each unit or provision of each service.
- 5.4 The client is not entitled to withhold payments due to incomplete deliveries, guarantee or warranty claims, or complaints, or client order number not stated on the invoice.
- 5.5 Payments received by ETC will first discharge compound interest, interest and ancillary expenses, costs before proceedings, costs arising from consultation of an attorney and a collection agency, and then the outstanding principal, beginning with the oldest liability.
- 5.6 In the case of payment by means of bank transfer, credit card or check, the day ETC's account is credited will be considered the day payment is made.
- 5.7 In the event of a delay in payment, ETC is entitled to charge interest on arrears in accordance with §352, UGB – 8 %/year above the monthly Euribor interest rate. In the event of non-payment of two partial invoices, ETC is entitled to assert default of payment and to declare maturity of any accepted bills of exchange payable.
- 5.8 Payment by means of bill of exchange is subject to previous agreement and will be accepted as payment conditionally. All costs related to this type of payment will be at the expense of the client. ETC will be entitled to demand collateral for such payments from the client.
- 5.9 Force majeure or other unforeseen obstacles in ETC's realm will release it from observation of the agreed-upon obligations
- 5.10 For the R&D service ordered by the client from ETC ("contract research/development"), ETC is entitled to charge the relevant expenditure to ETC within the framework of the Austrian research allowance ("Forschungsprämie"), unless the client prohibits this in writing by the date of the order confirmation by ETC. If the client prohibits this, ETC is entitled to refuse acceptance of the order.
- 5.11 Costs of Payment Reminders and Collection

- 5.12 In the event of a delay in payment, the client will be obliged to refund ETC for all costs arising to it before a court proceeding, such as attorney fees and the cost of a collection agency.
- 5.13 To the extent that ETC pursues the payment reminders itself, the client shall pay for each reminder € 20 (tax-free) plus all interest and other costs.
- 5.14 In addition, the client shall compensate all other losses, particularly those losses caused by the correspondingly higher interest on any credit account held by the contractor because of non-payment, regardless of his responsibility for delay in payment.

6 Reservation of Title

- 6.1 ETC reserves full title to its work (including interest and the costs of payment reminders and collection) or until checks or a bill of exchange provided as payment are honoured. Hypothecation or transfer of ownership as security on a debt before payment is made in full will not be possible.
- 6.2 The service provided with reservation of title may not be used, sold, or transferred to a third party by the client without the written consent of ETC. In the case of a tangible service, the client must ensure proper upkeep (maintenance and repair) at his expense for this period.
- 6.3 Should the client fail to properly fulfil his obligations arising from the contract, ETC will be entitled to regain possession of ETC-property at the expense of the client, who is obliged to surrender it. The client is obliged in this case to keep separate all earnings already obtained through the work and transfer them to ETC immediately.
- 6.4 If the client fails to properly fulfil his obligations arising from the contract, ETC will be released from all obligations to maintain secrecy and will be entitled to exploit the commissioned work elsewhere.
- 6.5 If the goods are attached or seized, the client will be obliged to inform ETC within three days and provide ETC with all information necessary for asserting its property right.
- 6.6 If a third party seizes or successfully asserts claims to the intangible and tangible services to which ETC possesses property rights, the client will be obliged to point out the fact that these services in question are the property of ETC.
- 6.7 The assertion of a property right by ETC will not entail ETC withdrawing from the contract.

7 Usage of Work, Industrial Property Rights, Commissioned Inventions

- 7.1 The work produced by ETC (e.g., test results, analyses, evaluations, methods, plans, sketches, models, other kinds of records and written documents) is protected by copyright. All rights to results produced by ETC's dependents in the course of the commissioned rendering of services will be the property of ETC. Authorisation or a right for the client to use the work will not derive solely from the fact that a commission was extended. Only if the contract was fulfilled in its entirety will the client receive the right to use the work for its contractually specified purpose.
- 7.2 Remuneration of the work compensates solely its use for the agreed purpose. Industrial property rights applying to the work results (patent rights, trademark property rights, design copyrights, copyrights, in particular mention in publications, etc.) will remain the property of ETC, unless otherwise agreed. ETC, as the holder of rights as defined in Article 7.1, will for a fee grant the client a right of use and sublicensable exploitation right, in particular industrial property rights, to the results – if necessary exclusive and unlimited by time– for clearly defined areas of application or market areas.
- 7.3 Dependants and subcontractors of ETC are obligated by contract to report to ETC any results developed in the course of their work that are capable of being protected by industrial property rights and to assign all rights to ETC without limitation.
- 7.4 Solely in the course of commissions with the express purpose of producing research and development results that are capable of being protected by industrial property rights does ETC oblige itself to immediately inform the client of results produced in the course of the commission that are obviously capable of being protected by industrial property rights (see Article 7.3) and, assuming payment in full for the commission and inventor royalties, to transfer these rights to the client without limitation for the purpose of an application for industrial property rights. In such a case, the client shall assume all costs of the inventor royalties, unless otherwise agreed.
- 7.5 For the remuneration, if any, to be paid for commissioned inventions pursuant to item 7.3, either the statutory provisions on inventor royalties or the corresponding provisions on inventor royalties at the client's shall apply, depending on which provisions are more favourable for the inventor.
- 7.6 If the client commissions ETC to perform a detailed analysis (formula) of a material (sample), the client guarantees ETC that he is authorised to use (e.g., holder of patent) the sample (formula) so that no third-party rights (e.g., patent rights, trademark rights, rights of use or other industrial property rights) might be violated by analysis of the sample, disclosure of its composition, or its utilisation and processing. This guarantee will also apply should the client become aware of third-party rights (e.g., industrial property rights) after the fact (i.e., after the commission has been extended and processing of the sample). The client shall indemnify ETC and hold it harmless regarding any and all claims and demands of third parties that result from a violation of rights stemming from analysis of a sample and will impose this indemnification on its legal successor.

- 7.7 ETC will be entitled to make unlimited use of the generally available data and information it discovers (including in digital form) while rendering the service. Such data and information can also be used in fulfilling another commission.

8 Withdrawal from Contract (does not apply to distance-selling transactions (see Article 9))

- 8.1 In the event of default in acceptance or another important reason, especially the opening of insolvency proceedings involving the client or their rejection due to the absence of assets, and in the event the client is delinquent in making a payment, ETC shall be entitled to withdraw from the contract to the extent that it has not yet been fulfilled in its entirety by both parties.
- 8.2 In the event the client is delinquent in making a payment, ETC will be released from all other obligations regarding service and supply.
- 8.3 If the client withdraws from the contract without a legitimate reason or desires its annulment, ETC will have the choice of insisting on its fulfillment or agreeing to its annulment.

9 Distance-selling Transactions

- 9.1 "Distance-selling" means a contract concluded without the simultaneous physical presence of the client, by order form, telephone, internet, e-mail, etc., and it is a consumer transaction.
- 9.2 A distance-selling transaction with the client is valid only after ETC offers or confirms the commission in writing, indicating the company's name, its address and the most important characteristics of the goods involved, the price and cost of delivery.
- 9.3 If the client is a consumer, he can withdraw from a contract concluded as part of a distance-selling transaction within seven business days, whereby Saturday is not considered a business day. If ETC fails to provide the required information, the period will amount to three months.
- 9.4 Expressly excluded from the consumer's right to cancel a contract in a distance-selling transaction are goods and services that conform to the client's specifications, audio and video recordings and software, when the seal has been broken. Furthermore, this also applies to services for which performance has begun according to the agreement within seven working days after conclusion of the contract, newspapers, and magazines, except for contracts concerning other periodicals. Contracts listed in Art. 5b of the Consumer Protection Act are also excepted.
- 9.5 Otherwise, the relevant provisions of the Consumer Protection Act will apply to distance-selling transactions.

10 Returns of Goods

- 10.1 Returns of goods will be accepted only in the event of an error in their delivery and if they are returned in perfect, unused condition within eight days after receipt by the client.
- 10.2 When goods are returned, the client will be entitled to invoice any costs of shipping and handling.

11 Assignment of Claims and Offsetting

- 11.1 In cases of supply with reservation of title, ETC's client assigns his claims against third parties with the acceptance of the delivery, to the extent that they arise from the sale or use of ETC work, until the final payment of ETC claims in return. The client shall upon ETC demand name his clients and inform him of the assignment in due time.
- 11.2 Claims against ETC may not be assigned by the client without express consent.
- 11.3 Offsetting an alleged counterclaim on the part of the client against claims of ETC will not be possible unless such counterclaim has been established by a court or acknowledged by ETC in writing.

12 Guarantee, Warranty and Liability

- 12.1 ETC does not assume any warranty, guarantee or liability for services rendered in the form of knowledge or findings.
- 12.2 The following shall apply to tangible services or software programmes:
- 12.2.1 The client expressly recognises the fact that these are prototypes. Warranty or guarantee services are excluded in this respect, unless explicitly stated in the order confirmation.
- 12.2.2 If a client supplies materials or semi-finished products intended for manufacturing of test samples or prototype parts free of charge to be processed at ETC, and if this processing leads to a loss in value of said supplies, no guarantee, warranty, or liability shall be granted by ETC if not explicitly mentioned in the confirmation of order.
- 12.2.3 While guarantees or warranties may be detailed explicitly in the commission, all wearing parts, accessories and repairs made necessary by third-party actions are excluded. If the subjects of the contract are employed together with third-party equipment and/or programs, a guarantee will be in force for faulty function and service of the subjects of the contract only when such faults or defects appear regardless of such a combination.
- 12.2.4 If the supplied services prove to be faulty or defective, the client will at first be entitled solely to demand their improvement or exchange, unless such improvement or exchange is impossible or would involve unreasonable expense or effort for ETC compared with other remedies. Whether this is the case will also be decided in part by the value of the services in question when free of defect, the seriousness of the defect and inconveniences other remedies would involve for the transferee. ETC obliges itself to make improvement or exchange within a reasonable period after the client hands over the services.
- 12.2.5 Are both improvement and exchange impossible, or would they involve disproportionately high expense or effort for ETC, the client will be entitled to a reduction in price or, to the extent that more than solely minor defects are involved, conversion. The same applies if ETC refuses to make improvement or exchange or fails to do so within a reasonable period, these

remedies involve considerable inconvenience for the client, and they would be unreasonable for sound reasons involving ETC.

- 12.2.6 The client must assert his right to a warranty for movable and immovable property as defined by Art. 933 of the General Civil Code in court within a period of six months. This provision does not apply to consumer transactions as defined in the Consumer Protection Act.
- 12.2.7 Additional guarantees can be commissioned above and beyond the warranty. The conditions in question apply to these services also. Should such a guarantee be provided, ETC declares that this guarantee will not limit the client's right of warranty.
- 12.2.8 If ETC must resolve a considerable defect of a software program, the client is obliged for the purpose of more detailed examination of any errors to make available to ETC the computer system he uses, the software program, logs, diagnosis data and data to a reasonable extent for testing purposes. They must be available during ETC's normal working hours and at no expense, and the client will support ETC in these efforts.

13 Product Liability

- 13.1 Demands for recourse pursuant to Art. 12 of the Product Liability Act will not be possible unless the party entitled to recourse is able to prove that the error is in the realm of ETC and is the result of gross negligence at the least.

14 Confidentiality

- 14.1 ETC is obliged to maintain confidentiality concerning all knowledge, results, written documents, etc. that become known to it in connection with a commission or that come into its possession, and also to impose a similar obligation on its dependents. ETC shall apply to maintaining confidentiality the usual care it applies to its own affairs at the least.
- 14.2 The client is obliged to maintain confidentiality concerning all knowledge, results, written documents, etc. from ETC not involving the commission that become known to him in the course of cooperation or that come into his possession.
- 14.3 The obligation to maintain confidentiality pursuant to Art. 15 of the Data Protection Act also applies notwithstanding any other obligations or other declarations concerning confidentiality relating to projects ETC is working on.
- 14.4 Documents held by ETC may not be removed from its place of business in any way, physically or in digital form, without ETC's approval.
- 14.5 All these obligations to maintain confidentiality also apply for a period of three years after completion of the commission. The client can request the return of physical records he has made available after completion of the commission at the latest. Test patterns, prototypes, etc. will remain in the possession of ETC if no other arrangements have been agreed upon in contractual form.
- 14.6 Every grossly negligent violation of the provisions concerning confidentiality will entitle ETC or the client to dissolve the contract and assert claims for compensation. The right to legal prosecution will remain reserved.
- 14.7 ETC, and in the same way the client, will be entitled to make note of their cooperation for marketing purposes, assuming that no other arrangements have been agreed upon in contractual form.
- 14.8 Excluded from the obligations to maintain confidentiality are knowledge and results that can be proven to belong to the state of the art when knowledge of them was obtained and therefore to already be public knowledge, or that became widely known without any action on the respective party or any of their dependents after knowledge of them was obtained, the respective party was already in possession of such knowledge, such knowledge was provably obtained legitimately from third parties, or such knowledge was publicised elsewhere without reservation or was approved for publication.
- 14.9 Communications to third parties that involve information subject to confidentiality are permissible only to the extent that the respective other party has provided written consent, or such communication is vital to work on the commission in question, and only then provided that the third party involved has been obliged to maintain confidentiality. Companies legally affiliated under group law shall not be deemed third parties.
- 14.10 ETC provides a password-protected digital data exchange platform for the communication of confidential data. No back-up is made of data on this platform and either party can delete the files provided at any time. If confidential data are sent by e-mail, the sender shall be liable for ensuring confidentiality at the communication channel.

15 Publications

- 15.1 Publication represents any form of publication of knowledge or results developed within the scope of respective order, particularly in print or digital media, through presentations or lectures or any other means.
- 15.2 Regarding publications it shall be noted that confidential information of the respecting other party that have become known to the dependents of the respecting party during their cooperation must be kept strictly confidential.
- 15.3 Publication of results obtained in the course of an order shall only take place after clarification or registration of any industrial property rights.
- 15.4 Publication by ETC of results obtained in the course of an order requires the written consent of the client. If the client has failed to refuse consent within six weeks after presentation of a publication proposal,

publication is permissible. Obtaining consent is not required if the client has not paid for a completed order in a timely manner and in full or if the publication does not contain confidential information of the client.

- 15.5 ETC must be notified of publications by the client involving results produced by ETC in due time so that ETC is able to advise the client concerning any possibly misleading or unclear formulations of these results.
- 15.6 For publications as defined in Article 15.4 or 15.5, the respective other party may determine the form in which these party is mentioned. In publications concerning knowledge or results produced by ETC in professional or refereed journals, ETC must be mentioned in any case.
- 15.7 The respective other party shall be provided with a specimen copy of each publication in a professional journal (of knowledge or results developed within the scope of an order) by the leading author, preferably in digital form.

16 Jurisdiction and Applicable Law

- 16.1 In the absence of agreements to the contrary, the relevant provisions for fully qualified merchants will apply.
- 16.2 Austrian substantive law shall apply. The applicability of other laws is excluded.
- 16.3 The local jurisdiction of the court with subject-matter jurisdiction in Wiener Neustadt shall apply to disputes.
- 16.4 Disputes may be referred to arbitration by mutual agreement in accordance with Austrian arbitration procedures.

17 Protection of Data and Change of Address

- 17.1 The client gives his consent for ETC to digitally store, and process personal data contained in a contract in fulfilment of said contract.
- 17.2 The client is obliged to inform ETC of any changes of his address and other data that affect his legal personality as long as the legal transaction that constitutes the subject matter of this contract has not yet been fulfilled in its entirety by both parties. If this is not done, a declaration devoted to the client and sent to the last address made known will be considered received.

18 Final Provisions

- 18.1 The provisions above apply to sales to consumers pursuant to the Consumer Protection Act solely to the extent this act does not contain other obligatory provisions that conflict.
- 18.2 This version of the Terms and Conditions is valid from May 1st, 2023, and replaces all previous versions.
- 18.3 If any provisions of these Terms and Conditions be or become invalid or ineffective, all other provisions will remain in full force and effect.
- 18.4 In case of necessary clarifications or interpretations of the English language version, in doubt, the German version of the General Terms and Conditions is legally binding.



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