

General terms of delivery and conditions, company Teamension

1. Scope

- 1.1 These general terms apply to legal transactions between companies regarding the delivery of goods, and analogously also to the provision of services.
- 1.2 Changes of terms under item 1.1 are invalid unless they have been explicitly accepted in writing by Teamension.
- 1.3 These General Terms and Conditions shall also apply to any future contractual relationships even if these General Terms and Conditions are not expressly referred to in collateral contracts.
- 1.4 Any conflicting General Terms and Conditions on the part of the Principal shall be invalid unless they have been explicitly accepted in writing by Teamension.
- 1.5 If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision to the delivery of goods, and analogously also to the provision of services.

2. Offer

- 2.1 Offers of Teamension shall be considered non-binding, if not mentioned separately valid for two months upon act of recall.
- 2.2 Any documentation regarding offers and projects must neither be reproduced nor made available to third parties without Teamension's consent. The return of such documents may be requested at any time and they shall be returned to Teamension immediately once the order has been placed elsewhere.

3. Contract conclusion

- 3.1 The contract is deemed concluded once Teamension sent a written order confirmation or consigned a delivery after receipt of the order.
- 3.2 The scope of each particular consulting assignment shall be individually agreed by contract.
- 3.3 During the validity of this Contract and for a period of three years after termination thereof, the Principal shall agree not to enter into any kind of business transactions with persons or organisations Teamension employs to perform the contractual duties. In particular, the Principal shall not employ said persons or organisations to render consulting services the same or similar to those offered by Teamension.
- 3.4 No warranty claims may be derived, nor liabilities established from information provided in catalogues, brochures, advertising material, and written or oral statements not included in the contract.
- 3.5 Any subsequent amendments and supplements to these terms shall be confirmed in writing to be valid.

4. Pricing

- 4.1 All prices are ex works / FCA Austria, without VAT, packing, loading, dismantling, return and proper disposal and recycling of electric- and electronic equipment for commercial use according to directive on Waste Electrical and Electronic Equipment. Customs duty, taxes and other cost or fees related to deliveries are covered by the Principal. In case transport is agreed upon with delivery, this, as well as any transport insurance requested by the Principal, will be charged to the Principal separately, however this does not include unloading and local logistic. The packaging will not be taken back unless it has been explicitly agreed and accepted in writing by Teamension.
- 4.2 If an order deviates from the overall offer, Teamension will reserve the right to change the price accordingly.
- 4.3 Prices are based on the cost at the time of the initial price offer. Should the costs increase up to the time of delivery, Teamension is entitled to adjust the prices accordingly.
- 4.4 In the case of repair orders, services by Teamension are provided and charged on the basis of the expenses incurred. This also applies to services and additional services, the expediency of which occurs during the execution of the order, whereby no special notification to the Principal is required.
- 4.5 The Principal will be charged for the effort required to prepare offers for repair or expertise services.

5. Delivery

- 5.1 The delivery period shall commence on the latest of the following dates:
 - a) Date of order confirmation
 - b) Date of fulfilment of all technical, commercial and other requirements incumbent upon the buyer
 - c) Date on which Teamension receives an advance payment or security that needs to be provided before delivery of the goods.
- 5.2 Approvals by authorities and third parties that might be required for executing installations shall be obtained by the buyer. If such approvals are not obtained in time, the delivery period shall be extended accordingly.
- 5.3 Teamension shall be entitled to effect and charge partial or advance deliveries. If delivery on call has been agreed, the goods shall be deemed called up 1 year after the order was placed at the latest.
- 5.4 In case any unforeseeable circumstances or circumstances outside the parties' sphere of influence such as, for example, all instances of force majeure, occur, which prevent compliance with the delivery period agreed upon, the latter shall be extended by the duration of such circumstances in any case; this shall include, in particular, armed conflicts, pandemics, official interventions and bans, transport and customs delays, transport damages, shortage of power and raw materials, industrial disputes and the loss of a crucial supplier that is difficult to replace. These above-mentioned circumstances shall also be deemed reasons for extending the delivery period if they affect sub-suppliers.
- 5.5 If, upon conclusion of the contract, a contractual penalty for default in delivery has been agreed, such penalty shall be paid in compliance with the following provision and, for the rest, any deviation from this provision in individual respects shall not affect its applicability:
In case of a delay in performance that has demonstrably occurred solely through the fault of Teamension, the buyer shall be entitled to claim, for every full week of delay, a contractual penalty of no more than 1/2 %, up to a maximum of 5 %, of the value of that part of the overall delivery which cannot be used due to the delay in delivery of an essential part, provided a loss was incurred by the buyer in that amount.

- 5.6 Any further claims from the delay shall be excluded.
If acceptance has been agreed, the goods shall be deemed fully accepted upon commencement of their use in the context of the buyer's business operation at the latest.

- 5.7 Teamension shall be entitled to use subcontractors with regard to all deliveries and elements of the performance, provided Teamension informs the buyer accordingly.

- 5.8 Teamension shall be obligated to report to the Principal on the progress of consulting services performed by persons working for Teamension and/or any third parties employed by Teamension. Furthermore, Teamension shall not be bound by directives while performing the agreed service and shall be free to act at its own discretion and under its own responsibility. Teamension shall not be required to work in a particular place or to keep particular working hours.

6. Transfer of risk and place of performance

- 6.1 Unless otherwise agreed, the delivery of the goods shall be deemed sold ex works acc. to INCOTERMS® 2010.
- 6.2 The place of performance of services is primarily the place specified in the written order confirmation, secondarily it is the place where the service is actually performed by Teamension. The risk of a performance or partial performance agreed shall vest in the buyer upon performance being affected.

7. Payment

- 7.1 If no terms of payment have been agreed, 1/3 of the price shall be due upon receipt of the order confirmation, 1/3 after expiry of half the delivery period, and the rest upon delivery. Notwithstanding the above, the VAT included in the invoice shall be paid no later than 30 days following invoicing in each case. In the event of starting insolvency proceedings on the buyer's assets or the rejection of an application for the opening of assets, deliveries or services shall only be made against advance payment.
 - 7.2 In case of partial invoices, the partial payments shall be due upon receipt of the relevant invoice. This shall also apply to settlement amounts arising due to subsequent deliveries or other agreements beyond the original final amount, notwithstanding the terms of payment agreed for the main delivery.
 - 7.3 Payments shall be made in the currency agreed to Teamension's paying office without any deductions or charges. Any cheques or bills of exchange shall only be accepted as an undertaking to pay. All associated interest and expenses (such as debiting and discount charges) shall be borne by the buyer.
 - 7.4 The buyer shall not be entitled to retain or offset payments on account of warranty claims or other counterclaims.
 - 7.5 A payment shall be deemed made on the date Teamension is able to dispose of the amount paid.
 - 7.6 If the buyer is in default of any agreed payment or other performance from this or any other legal transactions, Teamension may, without prejudice to any other rights Teamension may have,
 - a) postpone fulfilment of its own obligations until said payment or other performance has been affected, and claim an appropriate extension of the delivery period,
 - b) demand payment of all outstanding receivables from this or other legal transactions and charge statutory default interest plus VAT for these amounts, with effect from the respective due date, unless Teamension is able to provide proof of any additional costs,
 - c) in the event of qualified insolvency, i.e., after two instances of default, perform other legal transactions only against cash in advance.
- At any rate, Teamension shall be entitled to invoice pre-trial expenses, in particular dunning expenses and lawyers' fees, according to applicable statutory provisions. Discounts or bonuses granted are conditional on the timely performance of the full payment.

7.7 Teamension shall retain title to all goods delivered until full payment of the amounts invoiced plus interest and costs.

- To secure Teamension's purchase price claim, the buyer hereby assigns to Teamension its claims from reselling goods subject to retention of title, even after they have been further processed, transformed or mixed. The buyer shall be authorised to dispose of the goods subject to retention of title in case of reselling with payment of the purchase price being deferred, on the condition that the buyer informs the secondary buyer about the assignment for security, concurrently with the resale, or notes down the assignment in its books. Upon request, the buyer shall inform Teamension about the claim assigned and the relevant debtor and provide all information and documents required for collection of the claim and to notify the third-party debtor about the assignment. In case of seizure or other claims being made, the buyer shall be obliged to refer to Teamension's title and to notify the latter immediately.

- 7.8 Teamension shall be entitled to submit the invoice electronically.

8. Warranty and assumption of responsibility for defects

- 8.1 In case the terms of payment agreed are complied with, Teamension shall be obliged, under the following provisions, to eliminate any defect existing at the time of handover that is detrimental to functionality and based on faulty design or material or poor workmanship. No warranty claims may be derived from information provided in catalogues, brochures, advertising material and written or oral statements not included in the contract.
- 8.2 Unless otherwise agreed, the statutory period of warranty shall apply. This shall also apply to objects of delivery and performance that are firmly attached to a building structure or to the ground. The warranty period shall commence at the time the risk is transferred under item 6.
- 8.3 For improved or replaced parts, the warranty period begins to run anew, but in any case, ends 6 months after the expiry of the original warranty period.
- 8.4 If delivery or performance is delayed for reasons outside the sphere of influence of Teamension, the warranty period shall commence two weeks after the latter's willingness to delivery and/or perform.
- 8.5 The warranty claim is contingent upon the prerequisite, that the buyer has reported any defects that have occurred in writing, in due time and that Teamension receives this report. The buyer shall provide evidence that the defect exists within an appropriate period of time, in particular by providing to Teamension the documents and/or data available on the buyer's premises. In the event of a

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- defect subject to the warranty obligation under item 8.1, Teamension shall, at its discretion, rectify the defective good or the defective part at the place of performance or arrange for it to be sent to its own place for rectification, or reduce the price accordingly.
- 8.6 Any supporting staff, lifting devices, scaffolding and incidentals required for performing warranty work on the buyer's premises shall be provided. Replaced parts shall pass into Teamension's ownership. All incidental costs incurred in connection with the rectification of defects (i.e., for assembly and removal, transport, disposal, travel and travel time) shall be borne by the buyer.
- 8.7 If goods are manufactured by Teamension based on design descriptions, drawings, models or other specifications provided by the buyer, the Teamension's liability shall only extend to execution as agreed.
- 8.8 Unless otherwise agreed, the warranty shall not include any defects that result from arrangement and assembly not effected by Teamension, insufficient adjustment, non-compliance with installation requirements and conditions of use, excessive stress on parts beyond the performance specified by Teamension, incorrect storage, insufficient transport security, negligent or incorrect treatment and use of inappropriate operating material; this shall also apply to defects resulting from material provided by the buyer. Nor shall Teamension be liable for damage resulting from acts by third parties, atmospheric discharges, overvoltage and exposure to chemicals. The warranty shall not cover the replacement of parts that are subject to natural wear.
- 8.9 The warranty shall lapse immediately once the buyer itself or a third party not explicitly authorised by Teamension effects any modifications or repairs to the products delivered without written consent by Teamension.
- 8.10 Claims pursuant to section § 933b of the Austrian Civil Code (ABGB) shall in any case become time-barred at the end of the period referred to in point 8.2.
- 8.11 Provisions 8.1 to 8.10 shall apply accordingly to every instance of assuming responsibility for defects on other legal grounds.
- 8.12 Teamension shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in Teamension's work/service which have become known subsequently. Teamension shall immediately inform the Principal thereof. This right of the Principal expires six months after completion of the respective service.
- 9. Rescission of the contract**
- 9.1 Unless any more specific provision was agreed, the buyer shall be entitled to rescind the contract for default in delivery resulting from gross negligence on the part of Teamension and the unsuccessful expiry of a reasonable period of grace granted. Rescission shall be declared by means of a registered letter.
- 9.2 Notwithstanding its other rights, Teamension shall be entitled to rescind the contract
- if the execution of the delivery and/or commencement or continuation of the performance becomes impossible for reasons within the sphere of responsibility of the buyer or is delayed despite an appropriate period of grace being granted,
 - if concerns with regard to the solvency of the buyer have been raised and the latter does neither make an advance payment upon request by Teamension nor provide suitable security before delivery,
 - if the delivery period is extended due to the circumstances mentioned in item 5.4 for more than half of the delivery period originally agreed, but for at least 6 months, or
 - if the buyer does not or not duly meet the obligations imposed upon it under item 14.
- 9.3 Rescission may also be declared with regard to an outstanding part of the delivery or performance for the reasons listed above.
- 9.4 If insolvency proceedings are opened with respect to the buyer's assets or a request for initiation of insolvency proceedings is rejected for lack of sufficient assets, Teamension shall be entitled to rescind the contract without granting a period of grace. If this resignation is exercised, it becomes effective immediately with the decision that the company will not be continued. If the company will be continued, the rescission shall become effective only 6 months after opening of insolvency proceedings or after rejection of the request for initiation for lack of assets. In any case, the contract shall be terminated with immediate effect, provided that the insolvency law governing the buyer does not provide for otherwise or if termination of the contract is essential to avoid serious financial disadvantages for Teamension.
- 9.5 Notwithstanding Teamension's compensation claims including pre-trial costs, in the event of rescission, every performance or partial performance already effected shall be settled and paid as contractually agreed. This shall also apply to any delivery or performance not yet accepted by the buyer as well as for any preparatory measures effected by Teamension. Teamension shall also be entitled to request the return of products already delivered instead.
- 9.6 Any other consequences of rescission shall be excluded.
- 9.7 Any claims asserted by the buyer for *laesio enormis*, error and frustration of contract shall be excluded.
- 10. Disposal of waste electrical and electronic equipment**
- 10.1 The buyer shall ensure that Teamension is provided with all relevant information enabling it to meet its obligations as a manufacturer/importer according to applicable statutory provisions.
- 10.2 The buyer must ensure that Teamension is provided with all information to be able to fulfil the obligations of Teamension as manufacturer/importer in particular in accordance with sections § 11 and § 24 on the Waste Electrical Equipment and the Waste Management Act.
- 10.3 The Buyer shall be liable to Teamension for all damages and other financial disadvantages incurred by the Buyer as a result of the loss or defective fulfilment of the financing obligation as well as other obligations under point 10. The burden of proof for the fulfilment of this obligation shall be on the buyer.
- 11. Teamension's liability**
- 11.1 Teamension shall be liable for damage outside the sphere of the "Produkthaftungsgesetz" [Austrian product liability act] – in line with statutory regulations – only if its intent or gross negligence is proven. Total liability of Teamension in cases of gross negligence shall be limited to the lower of the net contract value or EUR 500,000. Teamension's liability shall be limited to the lower of 25 % of the net contract value or EUR 125,000 per event of loss.
- 11.2 Unless otherwise agreed, any liability for slight negligence, except for personal injury, as well as compensation for consequential damage, pure financial loss, indirect loss, production downtime, cost of financing, cost of substitute power, loss of power, data or information, lost profit, savings not achieved, interest losses and losses from third-party claims asserted against the buyer shall be excluded.
- 11.3 Unless otherwise agreed, all forms of compensation shall be excluded in case of non-compliance with any requirements for assembly, commissioning and use (such as those included in operating instructions) or official authorisation requirements.
- 11.4 If contractual penalties have been agreed, any claims of the buyer beyond that arising from the relevant title shall be excluded.
- 11.5 The provisions of item 11 shall finally settle all claims of the buyer vis-à-vis Teamension, on any legal ground and title whatsoever, and shall also apply to all staff members, subcontractors and sub-suppliers of Teamension.
- 11.6 For services Teamension shall be liable to the Principal for damages - with the exception of personal injury – only to the extent that these are the result of serious fault (intention or gross negligence). Correspondingly, this also applies to damages resulting from third parties employed by Teamension.
- 11.7 Any claim for damages of services on the part of the Principal may only be enforced by law within six months after those entitled to assert a claim have gained knowledge of the damage and the liable party, but not later than three years after the incident upon which the claim is based.
- 11.8 The Principal shall furnish evidence of the Teamension's fault for provided services.
- 11.9 If Teamension performs the required services with the help of third parties, any warranty claims and claims for damages which arise against the third party shall be passed on to the Principal. In this case, the Principal shall primarily refer to the third party.
- 12. Industrial property rights and copyright**
- 12.1 If a product is manufactured by Teamension based on design descriptions, drawings, models or other specifications provided by the buyer, the buyer shall fully indemnify Teamension in the event of any violation of property rights.
- 12.2 Execution documents such as plans, sketches and other technical documents as well as samples, catalogues, brochures, illustrations, and the like, always remain intellectual property of Teamension and are subject to the relevant legal provisions regarding duplication, imitation, competition, etc. item 2.2 also applies to execution documents.
- 13. Assertion of claims**
- All claims of the buyer shall be asserted in court within 3 years after performance of the services, otherwise they shall be forfeited, unless other deadlines are provided for by mandatory statutory provisions.
- 14. Compliance with export regulations**
- 14.1 When passing on the goods supplied by Teamension to third parties, together with the pertinent documents, regardless of the manner in which the latter are provided or the services performed by Teamension, including technical support of any kind, the buyer shall comply with the applicable provisions of the national and international (re-)export regulations. In any case, the buyer shall comply with the (re-)export regulations of the Teamension's country of domicile, the European Union, the United Kingdom of Great Britain and Northern Ireland and the United States of America when passing on the goods and/or services to third parties.
- 14.2 If required for export control checks, the buyer shall immediately provide to Teamension upon request all necessary information, among others about the final recipient, final destination and purpose of use of the goods and/or services.
- 15. General regulations**
- 15.1 If individual provisions of the contract or of these terms & conditions should be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced with a valid provision that approximates the intended objective as closely as possible.
- 15.2 The German-language version shall be deemed the authentic version of the terms & conditions and shall be used to interpret the contract.
- 15.3 For consulting services the Principal shall ensure that during the performance of the consulting assignment, organisational conditions in the Principal's place of business allow the consulting process to proceed in a timely and undisturbed manner.
- 15.4 The Principal shall in case of consulting services also inform Teamension in detail about previously conducted and/or currently active consulting projects, including those in other areas of competency.
- 15.5 The Principal shall in case of consulting services, in a timely manner and without special request on the part of Teamension, provide Teamension with all documents necessary to fulfil and perform the consulting assignment and shall inform Teamension of all activities and conditions pertinent to the performance of the consulting assignment. This includes all documents, activities and conditions that become known or available during the performance of the consulting assignment.
- 15.6 For consulting services the Principal shall ensure that all employees as well as any employee representation (works council) provided by law, if established, are informed of the Teamension's consulting activities prior to the commencement of the assignment.
- 16. Place of jurisdiction and applicable law**
- The exclusive place of jurisdiction for resolving all disputes arising from the contract – including those regarding its existence or non-existence – shall be the court with subject matter jurisdiction at the Teamension's head office, in Innsbruck. The contract shall be governed by Austrian law to the exclusion of conflict of law rules. Application of the UNCITRAL UN Convention on Contracts for the International Sale of Goods shall be excluded.

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17. **Reservation clause**

Performance of the contract on the part of Teamension shall be subject to the reservation that no obstacles exist under national or international (re-)export regulations, in particular no embargoes and/or other sanctions.

Valid and current version on www.teamension.at/agb
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