General Terms and Conditions of Sale (GTS) of SteadySense GmbH

1. Scope of Application

1.1. These terms of business apply between us (SteadySense GmbH) and natural and legal persons (in the following: customers) for the current business-related legal transaction as well as for all future business, even if in the individual case, particularly in the case of future supplementary or follow-up orders, they are not explicitly referred to.

1.2. The version of our GTS that is valid at the time the contract is concluded is to be applied; these terms can be downloaded from our homepage (www.steadysense.at) and have also been supplied to the customer.

1.3. We conclude contracts exclusively based on our GTS, unless expressly agreed otherwise in writing.

1.4. Terms of business of the customer or amendments or supplements to our GTS require our express written consent in order to be valid.

1.5. The customer's terms of business are not accepted even if we do not expressly **reject** them after having received them.

2. Offers, Conclusion of Contracts

2.1. Our offers are not binding.

2.2. Promises, assurances and guarantees on our part, or agreements diverging from these GTS in connection with the conclusion of the contract become binding only on our written confirmation.

2.3. The customer must notify us of any information about our products and services that is provided in catalogues, price lists, brochures, advertisements on trade fair stands, circulars, advertising mailings or other media (information material) which is not attributable to us, insofar as the customer takes this as the basis for his decision to place an order. In such a case, we can comment on its accuracy. If the customer does not meet this obligation, such information is not binding, unless it is expressly declared to form part of the contract.

2.4. Estimates of costs are provided without warranty and are free of charge.

3. Prices

3.1. Prices stated are fundamentally not to be understood as lump sum prices.

3.2. For services that are ordered by the customer, and which are not covered in the original order, in the absence of a fee agreement there is a claim to appropriate remuneration.

3.3. Prices stated are to be understood as plus the statutory value added tax that is applicable in each case, and ex works. Costs of packaging, transport, loading and dispatch, as well as customs duty and insurance, are to be borne by the customer. We are obliged to take back packaging only if this is explicitly agreed.

3.4. The customer is responsible for arranging the proper and environmentally appropriate disposal of scrap material. If we are separately entrusted with this, in the

absence of a remuneration agreement this must be additionally compensated appropriately to the extent agreed for this.

3.5. We are entitled, and also obliged at the customer's request, to adapt the contractually agreed remuneration if changes have occurred to the extent of at least 2% in respect of (a) wage costs through law, directive, wage agreement, company agreements or (b) other cost factors that are necessary for performance, such as procurement costs of the materials to be used, on the basis of recommendations of joint committees or of amendments to national or world market prices for raw materials, exchange rates etc. since the contract was concluded. The adaptation shall be made to the extent to which the actual manufacturing costs at the time the contract was concluded change in relation to those at the time of the actual performance unless we are in delay.

3.6. The remuneration in the case of continuing obligations is agreed to be index-adjusted according to the 2023 consumer price index and remuneration is thereby adjusted accordingly. The month in which the contract was concluded is taken as the starting basis.

3.7. Costs for travel expenses, daily allowances and overnight allowances are charged separately. Travel time is deemed to be work time.

4. Goods Provided

4.1. If equipment or other materials are provided by the customer, we are entitled to charge the customer 10% of the value of the material or equipment provided, as a handling surcharge.

4.2. Such equipment and other materials provided by the customer are not covered by the warranty. The quality and serviceability of goods provided are the customer's responsibility.

5. Payment

5.1. One half of the remuneration shall be due on conclusion of the contract, the rest following completion of performance.

5.2. Entitlement to deduct a discount requires express written agreement.

5.3. Payment references stated by the customer on the bank transfer documentation are not binding for us.

5.4. If, in the context of other existing contractual relationships with us, the customer is in default of payment, we are entitled to suspend fulfilment of our obligations from this contract until the customer has met his obligations.

5.5. We are then also entitled to make payable all claims for services from the ongoing business relationship with the customer that have already been provided.

5.6. Where a payment deadline is exceeded, even if this is only in respect of an individual part of the performance, any price reductions granted (discounts, allowances etc.) are forfeited and shall be added to the invoice.

5.7. In the event of a delay in payment, the customer undertakes to reimburse us for the necessary and appropriate costs of collecting payment (reminder costs, collection charges, lawyers' fees etc.).

5.8. In accordance with section 456 of the Austrian Commercial Code (UGB), in the case of culpable delay in payment, we are entitled to charge 9.2 % points above the base interest rate.

5.9. We reserve the right to claim further damages for delay.

5.10. The customer is entitled to offset only insofar as counterclaims have been established by the courts or acknowledged by us.

5.11. For the appropriate reminders that are necessary for payment collection, the customer undertakes, in the event of culpable delay in payment, to pay reminder fees of € 20.00 per reminder, insofar as this is in an appropriate proportion to the claim that is being asserted.

6. Credit Rating Check

6.1. The customer declares his express agreement that his data may be communicated exclusively for the purpose of protection of creditors to the officially privileged creditor protection associations Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870 (KSV).

7. Customer’s Duty of Cooperation

7.1. Our duty to render performance begins, at the earliest, as soon as all technical details have been clarified, the customer has created the technical and legal prerequisites (which we shall be pleased to communicate on request), we have received the agreed down-payments or securities, and the customer has fulfilled his contractual obligations of preliminary work and cooperation, in particular also those specified in the points below.

7.2. If appropriate, the customer must secure the required permits from third parties as well as the notifications and approvals by authorities at his expense. Details of these can be requested from us.

7.3. Details of the necessary information relating to the order can be obtained from us.

7.4. The customer bears sole responsibility for the design and functionality of parts that have been provided. There is no duty to examine any documents provided by the customer.

7.5. The customer is not entitled to assign claims and rights from the contractual relationship without our written consent.

8. Execution of Work

8.1. We are obliged to take account of subsequent modification and extension wishes of the customer only if they are necessary for technical reasons in order to achieve the purpose of the contract.

8.2. Minor amendments to our performance that are objectively justified and are reasonable for the customer are deemed to be approved in advance.

8.3. If, after the contract has been awarded, there is an amendment of or supplement to the order for whatever reason, then the delivery / performance deadline is extended by an appropriate period of time.

8.4. If, after the contract has been concluded, the customer desires performance within a shorter period of time, this represents a change to the contract and may cause extra costs due to necessary overtime and/or acceleration of material procurement etc.

8.5. Objectively justified part-deliveries and part-performance are permitted and can be invoiced separately.

8.6. If delivery on call is agreed, the object of performance / object of purchase is deemed to have been called six months after ordering at the latest.

9. Deadlines for Supply and Performance

9.1. Deadlines and dates for supply / performance are binding for us only if they have been established in writing. Any divergence from this requirement of the written form must likewise be in writing.

9.2. Deadlines and dates are postponed in the event of force majeure, strike, unforeseeable delay by our ancillary suppliers that is not caused by us, or other comparable occurrences that lie beyond our sphere of influence, in that period of time during which the corresponding occurrence lasts. The customer’s right to withdraw from the contract in the event of delays that render a commitment to the contract unreasonable remains unaffected by this.

9.3. If the start of performance or the performance are delayed or interrupted by circumstances that are attributable to the customer, in particular on account of infringement of the duty of cooperation pursuant to point 7, performance deadlines are extended accordingly, and completion dates are postponed accordingly.

9.4. For the storage of materials and equipment and the like in our company that is necessitated by this, we are entitled to charge 7% of the invoice amount for each month or part-month of delay in performance, with the customer’s obligations of payment and acceptance remaining unaffected by this.

9.5. In the event of a withdrawal from the contract on account of delay, the customer must grant a grace period by means of registered letter whilst simultaneously threatening withdrawal.

10. Risk Assumption

10.1. The risk passes to the business customer as soon as we hold the object of purchase, the material or the work ready for collection in our works or warehouse, deliver it ourselves, or hand it over to a carrier.

10.2. The business customer shall take out appropriate insurance against this risk. we undertake to take out transportation insurance at the written request of the customer and at his expense. the customer approves any customary method of dispatch.

11. Delay in Acceptance

11.1. If the customer delays acceptance for longer than 2 weeks (refusal of acceptance, delay in preliminary work or otherwise, no call made within an appropriate time in the case of delivery on call), and if in spite of an appropriate grace period having been set, the customer has not ensured the elimination of the circumstances attributable to him which delay or prevent the performance being rendered, we are entitled in the case of a valid contract to deploy otherwise the equipment and materials that have been specified for the performance of the work, insofar as in the event that the performance of the work is continued, we procure these again within a time appropriate to the respective circumstances.

11.2. In the case of delay in acceptance on the part of the customer, we are likewise entitled, in the case of insistence on fulfilment of the contract, to store the goods at our premises, for which we are due a storage fee pursuant to point 9.4.

11.3. In the case of a justified withdrawal from the contract, we are permitted to demand from the customer flat-rate damages of the level of 50 % of the gross order value without proof of the actual damage.

11.4. Claiming higher damages is permitted.

12. Reservation of Title

12.1. The goods that we supply, assemble or otherwise hand over remain our property until payment has been made in full.

12.2. Reselling is permitted only if that has been notified to us in good time beforehand, stating the name and exact address of the buyer, if requested, and we agree to the reselling. In the event that we agree, the claim for the purchase price is deemed to be assigned to us here and now.

12.3. Until full payment of the remuneration or purchase price has been made, the customer must indicate this assignment in his books and on his invoices, and must inform his debtors accordingly. On request, he must make available to us all documents and information such as are necessary to assert the assigned receivables and claims.

12.4. If the customer falls into arrears in payment, we are entitled, whilst setting an appropriate grace period, to demand surrender of the goods that are subject to retention of title.

12.5. The customer must notify us immediately before the opening of bankruptcy proceedings in relation to his assets or the attachment of our goods that are subject to retention of title.

12.6. The customer declares his explicit understanding that in order to assert our claim to reservation of ownership, we are permitted to enter the location of the goods that are subject to retention of title.

12.7. The customer shall bear any costs that are necessary and appropriate for pursuing expedient legal remedies.

12.8. In the assertion of reservation of ownership, a withdrawal from the contract exists only if this is explicitly declared.

12.9. We are permitted to dispose of the goods subject to retention of title that have been reclaimed as we see fit and to our best advantage.

12.10. Until all our claims have been paid in full, the object of performance / object of purchase must not be pledged, assigned or otherwise burdened with the rights of third parties. In the case of seizure or other availment, the customer is obliged to point out our right of ownership and to notify us immediately.

13. Industrial Property Rights of Third Parties

13.1. For deliverables that we produce according to customer documentation (design specifications, drawings, models or other specifications etc.), warranty that the production of these deliverables does not infringe the industrial property rights of third parties is assumed exclusively by the customer.

13.2. If the industrial property rights of third parties are nonetheless claimed, we are entitled to suspend production of the deliverables at the customer's risk until the rights of third parties have been clarified, unless it is obvious that the claims are unjustified.

13.3. The customer shall indemnify us for any loss or damage in this regard.

13.4. We are entitled to demand from business customers appropriate advances on costs for any legal costs.

13.5. Likewise we can claim from the customer the refunding of necessary and expedient costs that we have incurred.

13.6. We are entitled to demand appropriate advances on costs for any legal costs.

14. Our Intellectual Property

14.1. Deliverables and related production specifications, plans, sketches, estimates of costs and other documents as well as software that have been provided by us or which have arisen through our contribution shall remain our intellectual property.

14.2. Use thereof, in particular distributing, copying, publishing and making them available, even including the copying only of extracts, as well as imitation, processing or exploitation, requires our explicit consent.

14.3. The customer furthermore undertakes to maintain confidentiality in relation to third parties of the knowledge he has acquired from the business relationship.

15. Warranty

15.1. The warranty period for our services is one year from handover.

15.2. In the absence of any agreement to the contrary (e.g. formal acceptance), the time of handover is the time of completion, at the latest when the customer has taken over the work into his control or has refused to take it over without giving reasons. With the date on which the customer is notified of completion, in the absence of justified refusal of acceptance the work is deemed to be taken into his control.

15.3. If a joint handover is envisaged, and if the customer does not attend the handover appointment that has been notified to him, the handover is deemed to have taken place on that day.

15.4. The remedying of a defect that has been claimed by the customer does not represent acknowledgement of a defect.

15.5. The customer must always prove that the defect existed at the time of handover.

15.6. For the remedying of defects, the customer must provide appropriate test reports, and must grant us the opportunity for assessment by us or by an expert appointed by us.

15.7. Notices of defects and complaints of all kinds must be notified immediately (at the latest after 5 working days) to the domicile of our company, in writing, with as accurate a description of the defect as possible and stating the possible causes, otherwise the warranty claims are forfeited. The goods or work that are the subject of complaint must be handed over by the customer, insofar as this is feasible.

15.8. If the defects alleged by the customer are unjustified, he is obliged to compensate us for expenses incurred for establishing freedom from defects or remedying defects.

15.9. Any utilization or processing of the defective deliverable that carries the risk of further damage, or makes elimination of the cause more difficult or prevents it, must be stopped by the customer without delay, unless this is unreasonable.

15.10. We are entitled to carry out or have carried out any examination that we regard as necessary, even if this renders the goods or work pieces unusable. If this examination shows that we are not responsible for any defect, the customer must bear the costs for this examination against appropriate remuneration.

15.11. The customer must grant us at least two attempts to rectify the defect.

15.12. We can avert a request for rescission through improvement or an appropriate price reduction, insofar as this does not relate to a significant and unrectifiable defect.

15.13. If the deliverables are produced on the basis of details, drawings, plans, models or other specifications of the customer, we provide warranty only for the execution according to specifications.

15.14. The fact that the work is not fully suitable for the agreed use does not constitute a defect if this is based exclusively on actual circumstances that differ from the information that was available at the time of performance because the customer does not fulfil his obligations to cooperate in accordance with point 7.

16. Liability

16.1. In the case of pecuniary loss as a result of the infringement of contractual or pre-contractual obligations, in particular because of impossibility of performance, delay etc., we

shall be liable only in cases of premeditation or gross negligence on account of technical circumstances.

16.2. If any liability insurance has been taken out by us, liability is limited to the maximum liability amount thereof.

16.3. This limitation also applies in respect of damage to items that we have accepted for processing.

16.4. Claims for damages must be filed before the courts within two years or are otherwise forfeited.

16.5. The restrictions or exclusions of liability also include claims against our employees, representatives and contractors for damage which they cause to customers without reference to a contract on their part with the customer.

16.6. Our liability is excluded for damage due to improper handling or storage, overuse, failure to follow operating instructions and installation instructions, defective assembly, commissioning, servicing, maintenance by the customer or third parties not authorized by us, or natural wear and tear, insofar as this caused the damage. Liability is also excluded for failure to carry out necessary servicing.

16.7. If and insofar as the customer can claim insurance payments for damage for which we are liable, through an indemnity insurance that he has taken out himself or that has been taken out for his benefit (e.g. liability insurance, fully comprehensive cover, transport, fire, interruption of operation and others), the customer undertakes to claim the insurance payment and our liability to the customer is limited to this extent to the disadvantages that the customer suffers by claiming on this insurance (e.g. through higher insurance premiums).

16.8. Those product characteristics are owed which, in respect of the licensing regulations, operating instructions and other product-related guidelines and information (in particular also monitoring and servicing), can be expected of us, third-party manufacturers or importers by the customer, taking into account his knowledge and experience. The customer as reseller must take out adequate insurance for product liability claims and must indemnify us for any loss or damage with regard to claims for recourse.

17. Severability Clause

17.1. In the event that individual parts of these GTS are invalid, the validity of the other parts shall not be affected by this.

17.2. The parties here and now undertake to agree a substitute provision – from the perspective of responsible contracting parties – which comes as close as possible to the invalid provision in terms of the economic end, taking into account what is usual in the industry.

18. General

18.1. Austrian law applies.

18.2. The un convention on contracts for the international sale of goods is excluded.

18.3. The place of performance is the domicile of the company (Seiersberg-Pirka).

18.4. The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the customer is the court having jurisdiction for our domicile.

18.5. The customer must inform us immediately in writing of any changes to his name, company name, address, legal form or other relevant information.

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