

## GENERAL TERMS AND CONDITIONS OF BUSINESS

These General Terms and Conditions of Business govern the mutual rights and obligations between EQUUSIR GmbH (hereinafter the „Contractor“) and the Client (hereinafter the „Client“) and apply to the extent that the parties do not expressly stipulate anything to the contrary by written agreement. Oral arrangements require written confirmation by Contractor to be legally valid. This written form requirement can only be waived by a written agreement between the parties.

### § 1 Applicability of the General Terms and Conditions of Business

1. The following terms and conditions constitute integral parts of the contract concluded with Contractor. Contractor hereby declares that it will conclude contracts exclusively under the Terms and Conditions of Business contained herein. Upon Client's placement of an order, these General Terms and Conditions of Business are deemed to have been accepted.

2. The General Terms and Conditions of Sale shall apply as amended at the time of the conclusion of the contract and further apply to all subsequent business deals without the need for mentioning or agreeing upon such terms again at the time of the conclusion of such business deals.

3. Counter-confirmations, counteroffers or other references made by Client referring to Client's own terms and conditions of business are hereby expressly rejected; any diverging terms and conditions of Client shall be valid only if confirmed in writing by Contractor.

4. Client shall not have the right to assign or transfer any claim under any legal transaction concluded with Contractor without Contractor's express prior written consent.

5. Headings in these Terms and Conditions of Business are for convenient overview only. They do not have any normative effect, do not restrict or extend the scope of applicability of these Terms and Conditions of Business and are not intended for the interpretation of these terms and conditions.

### § 2 Offers / Formation of the Contract

1. Any offers of Contractor - in particular with regard to quantity, price and delivery time - are always without obligation and not binding. Typographical and printing errors cannot be excluded. The languages of orders, contracts and business shall be German and English. The presentation of the products on the website of Contractor only signifies an invitation to Client to make a contractual offer. Information contained in Contractor's catalogs, price lists, circulars, advertisements, illustrations, brochures and website about Contractor's services, in particular information on the functioning, prices of and similar information

about the products do not represent an offer, do not contain performance-defining information within the meaning of Section 922 subsection 2 of the Austrian Civil Code (ABGB) and shall become an integral part of the contract only if a specific reference is made to it in the order confirmation.

2. Orders placed by the Client shall be deemed as accepted only if confirmed by Contractor in writing; if a contract that is concluded orally or by telephone but is not also confirmed in writing, the invoice issued by Contractor shall be considered as confirmation. However, the contract with the Client shall not be regarded as concluded until the down payment has been received on the bank account of the Contractor, in accordance with Section 7.2.

### § 3 Prices / Payments

1. All prices are net, meaning exclusive of value-added tax applicable at the time of delivery. In the absence of a diverging written agreement, the prices stated in any of Contractor's offer, order form or order confirmation shall apply. In the absence of a different written agreement, Contractor's prices do not include the costs of delivery, assembly, repair, set-up or training. These additional services will be rendered and organized only upon placing a separate order to be confirmed in writing by Contractor and require additional remuneration. Services, in particular any installation, maintenance, assembly and/or repair work as well as all training will be charged at Contractor's current management fees. In the absence of prices/remunerations in Contractor's offer, order form or order confirmation, Contractor's current list prices valid at the time of order confirmation shall be deemed as agreed upon.

2. If any additional or increased charges are incurred due to changes in legislation - in particular custom duties, price adjustment levies, exchange equalization - between the time of the conclusion of the contract and the delivery, Contractor shall be entitled to increase the agreed upon sales price accordingly. The same shall apply to inspection fees

3. To the extent indicated in a foreign currency, all prices are based upon the mean exchange rate on the day that the order confirmation was issued. In the event of exchange rate changes to the detriment of Contractor in excess of 2 %, Contractor shall have the right to adjust prices accordingly.

### § 4 Delivery / Transport

1. For deliveries and transports handled by Contractor, the agreed upon prices shall apply ex warehouse; any packaging, shipping and customs clearance costs as well as duties are to be borne by Client in the absence of any different written agreement. To the extent that nothing else was agreed upon, the price risk shall pass to the Client

at the time of shipping the goods or, in the event of Client's default in taking delivery, at the time of Contractor's willingness to ship.

The goods always travel uninsured and in each case at the Client's risk. This shall also apply to freight paid delivery and regardless of the means of transportation used. Transportation insurance is only taken out at Client's express wish. The costs incurred by such insurance shall be borne exclusively by Client.

2. The selection of the place of delivery, the transportation route and the means of transportation will be made by Contractor in its discretion unless agreed upon otherwise by written agreement between Contractor and Client, without assuming any liability for the cheapest and fastest transportation.

3. If Client provides for the means of transportation, Client shall be responsible for the timely availability of such means. Any delays must be communicated to Contractor in a timely manner. Costs incurred by such delays are to be borne by the Client.

4. To the extent technically feasible and expedient, Contractor shall be entitled, but not obligated to make appropriate partial deliveries.

5. The delivery commitment is always subject to Contractor receiving punctual and proper deliveries itself.

6. In the absence of any divergent written agreement, the stated delivery and unloading times are always non-binding.

7. Delivery impediments due to force majeure or unforeseen events that are not attributable to Contractor shall release Contractor from the obligation to keep any agreed-upon delivery or unloading dates and times for the entire duration and extent of the continuing impact of such impediments or events. The following events shall be deemed force majeure events, including, but not limited to: Any impact of natural forces, such as: Earth quakes, lightning, frost, storms, floods; war, legislation, government interventions, confiscations, transportation disruptions, import, export and transit prohibitions, international payment restrictions, raw material deficiencies and energy outages; business disruptions caused, for example by explosions, fires, strikes, sabotages and all other events that would only be preventable by expending excessive costs and applying means that are economically unreasonable. Impacts of natural forces also entitle Contractor to withdraw from the contract without incurring any liability for damages or other claims.

8. In the event that an agreed-upon delivery or unloading date is exceeded without the existence of a delivery impediment pursuant to the above

subsection (7), Client hereby agrees to grant Contractor in writing an appropriate grace period of at least four weeks. If Contractor culpably does not observe such grace period either, Client shall be entitled to withdraw from the contract, but shall not have the right to claim damages for non-performance or default, unless Contractor is responsible for intent or gross negligence.

9. In the event of Client's unjustified withdrawal from the contract or frustration of contractual performance, the parties agree upon liquidated damages in the amount of 15% of the gross order value. Contractor shall also be entitled to assert any damage in excess of the liquidated damages.

10. If Client does not accept the goods as agreed (default in taking delivery), Contractor shall be entitled upon the expiration of an unsuccessfully granted grace period to either store the goods itself, for which storage Contractor shall charge Client a storage fee of 0.1% of the gross invoice amount per started calendar day, or to store the goods at an authorized commercial storage place at Client's expense and risk. Concurrently, Contractor shall be entitled to either insist upon contract performance or, upon setting an appropriate grace period of at least two weeks, withdraw from the contract and use the goods for a different purpose.

#### **§ 5 Client's obligation to give notice of defects immediately upon receipt of the goods, and Client's burden of proof**

1. Client shall have the following obligations upon delivery of the goods at the agreed-upon place of delivery or, in the event of collection by Client, upon takeover:

a) immediately inspect the goods and note any complaints on the delivery slip or bill of lading and  
b) to at least randomly or representatively perform a quality control check and to open for this purpose any packaging as appropriate and necessary to inspect the exterior condition of the goods.

2. In the event of any deficiency complaint, Client must observe the following forms and time limits:

a) the complaint must be notified by the expiration of the workday following the delivery of the goods at the agreed-upon place of delivery or at the place of acceptance. In the event of a complaint regarding a latent deficiency which initially remains unnoticed despite proper initial examination pursuant to the preceding subsection (1), different time limits shall apply under which the complaint must have been made by the expiration of the work day following the day of ascertaining the latent deficiency but in any case no later than within two weeks upon delivery or taking over of the goods.

b) The complaint must be received by Contractor in writing, by wire, telephone or fax detailing the subject of the complaint within the aforementioned time limits, including, upon request of Contractor, a sample of the deficient goods and

any documentation related thereto. A deficiency complaint by phone shall not suffice. Deficiency complaints made to commercial agents, brokers or representatives are irrelevant.

c) The complaint must clearly indicate the type and extent of the alleged deficiency.

d) The Client agrees to keep the goods complained about available for inspection by Contractor, its deliverer or the experts instructed by Contractor at the place of inspection. From the time of ascertaining the deficiency by Client, any further disposition of the goods without Contractor's express consent shall be prohibited.

3. Any complaint shall be precluded as soon as Client intermixes, continues to use or resells or has started to process or treat the delivered goods.

4. Goods not complained of in due form and time shall be deemed as approved and accepted.

5. The return of the goods complained of, except samples requested by Contractor, is subject to Contractor's prior written consent. If the goods are returned without such prior written consent, Client shall, as a general rule, reimburse Contractor for all costs of any kind arising from such unauthorized return. Client is not permitted to derive any claims or other legal consequences from the acceptance of the returned goods. Likewise, Client may not derive any claims or legal consequences from the examination of the deficiency by Contractor. Client bears the risk of the fitness or usefulness of the goods for a specific purpose or in any particular manner, unless Contractor has made a written assurance to the contrary.

#### **§ 6 Exclusions / restrictions of warranty and liability**

1. If the deficiency complaint was made properly and justly, Contractor will warrant the goods, taking Client's interests into proper consideration, by remedying the deficiency, granting a price reduction, effecting a substitute delivery (exchange) or by taking the goods back against reimbursement of the purchase price.

2. Client is precluded from asserting any further rights and claims, in particular those directed at the compensation of any direct or consequential damage. Specifically, Contractor shall not be liable to Client for damages for non-performance or defective performance, unless the goods delivered by Contractor are lacking a feature expressly guaranteed by Contractor, or Contractor is liable for intent or gross negligence. The burden of proof of gross negligence or intent as well as the causing of the damage shall be upon the injured party. At any rate, any compensation claims asserted by Client shall be limited by the simple net value of the goods or the net service fee. Client shall not be permitted to assign any warranty or damage claim or other rights of a similar nature. Client shall pass on Contractor's restriction of liability to his clients

and shall correspondingly obligate said Clients to pass on such restriction of liability to the end user so that the validity of Contractor's restriction of liability is ensured down to the end user.

3. Excluded from warranty are deficiencies based upon poor installation by Client or his agent, poor maintenance, repairs or alterations either poorly executed or made without Contractor's written consent by a party other than the Contractor or one of its agents, or based upon normal wear and tear. The warranty does not include remedying defects arising from external influences, operating errors, failure to observe conditions of use or given instructions, or the operation of the contractual goods together with other devices or accessories other than those from Contractor, whose compatibility with the contractual goods has not been expressly assured in writing. This shall equally apply to deficiencies arising from materials provided by Client. Contractor shall be released from its obligation to perform warranty work as long as its contracting party is in arrears with any payment. Liability for or guarantee of compatibility with other products or systems shall be excluded. Any written and oral consultation regarding the technical application of the goods shall be considered as non-binding information, even in relation to any industrial property rights of third parties and does not release Client from his own duty to personally examine the products for their fitness for the intended purposes. In the absence of any written agreement to the contrary, any application and use of the products are outside the control of the Contractor and are therefore the sole responsibility of the Client. Furthermore, the warranty also excludes all parts that are subject to a normal wear and tear, as well as all immaterial modifications of the work and its components.

4. Client expressly waives his right to assert claims for compensation of property damage under the Austrian Product Liability Law (Produkthaftungsgesetz, PHG) that Client suffers in connection with his business. To the extent that Client sells the contractual goods to other companies, Client shall be obligated to impose the above waiver on his current and all other contractual business partners.

#### **§ 7 – Payment due date / Payment terms**

1. All purchase price claims are net cash and without any deductions, payable immediately upon invoice receipt, unless a different payment due date has been agreed upon in writing. Client's payments shall be deemed as effected upon receipt of payments in Contractor's business bank account. Client's payment default with regard to the total amount payable or to any partial payment amount shall invalidate any agreed-upon discounts. Invoices may also be sent via email to the last e-mail address notified by Client, and Client expressly agrees to such mode of delivery. Objections to the invoice amounts must be raised by Client within three days following the invoice

date, failing which the claim shall be deemed as acknowledged. Objections do not prevent the invoice amount from falling due.

2. In the absence of any written agreement to the contrary, Client is required to make a down payment at the time of placing the order, corresponding to one half of the order value. The remaining amount of 50% of the order total is due and payable about completion of the manufacturing. To this end, Contractor will transmit to Client an invoice together with a written order confirmation. However, the order shall be deemed accepted only after the down payment of 50% has been received by Contractor.

3. Bills of exchange or checks are only accepted upon a separate agreement and are only accepted on account of payment until the amount owed is actually received by Contractor. Discount and exchange fees are at Client's expense and payable immediately.

4. If the invoice amount is not settled within no later than 10 calendar days from the date of the invoice or another agreed-upon payment due date, Contractor shall be entitled to charge late interest in the documented amount, but not less than 12%, without requiring a special reminder. Furthermore, in the event of a payment default, Client agrees to compensate Contractor for all reminder and collection expenses incurred by Contractor for the purpose of enforcing its legal rights. If Contractor handles the collection of payments in arrears itself, the debtor (client) agrees to pay an amount of €25 per issued reminder and an amount of €10 bi-annually for keeping a record of the obligation for the dunning process.

5. If the Client has ceased proper business operations, in particular if executions are pending, check or bill protests are taking place, if payment delays or even payment stops have occurred or Client files for formal insolvency proceedings, then Contractor shall be entitled to demand immediate payment of all claims in connection with the business relationship, even in cases where checks or bills of exchange had been accepted. The same applies when the Client is in default with his payments or if other circumstances become known that call Client's creditworthiness into question. Furthermore, Contractor shall have the right in such a case to demand advance payments or security payments or to withdraw from the contract.

6. Client shall be entitled to offset, withhold or reduce payments only if the counterclaims alleged by Client have been adjudged by unappealable

#### **§ 8 Retention of title**

1. The goods delivered by Contractor remains the property of the Contractor until Client has paid the amount owed in full.

2. Client shall be entitled to sell the goods de-

livered by Contractor in Client's ordinary course of business. The right granted hereunder shall terminate in particular in the cases set forth above in section 7 (5). Furthermore, Contractor shall be entitled to revoke Client's right to sell the goods by written declaration if Client is in default with the fulfillment of Client's duties owed to Contractor and in particular if client is in default with his payments or if other circumstances become known that call Client's creditworthiness into question.

3. However, if Contractor's retention of title should extinguish due to whatever circumstances then Client and Contractor already agree at this time that the ownership of the things shall transfer to Contractor upon the processing of such things, that Client accepts such transfer of ownership and that Client remains gratuitous custodian of such things.

4. If the retained goods are processed or inseparately intermixed with goods still owned by third parties, Contractor acquires joint ownership of the new things or of the intermixed condition. The scope of the joint ownership results from the proportion of the invoice value of the retained goods delivered by Contractor to the invoice value of the remaining goods.

5. Goods in regard to which Contractor acquires ownership or joint ownership under the above paragraphs (3) and (4) shall be deemed, like those goods delivered under retention of title under the above paragraph (1), as goods delivered under retention of title within the meaning of the following provisions.

6. Client assigns to Contractor already at this time the claims arising from a resale of the retained goods. The claims arising from a resale also include the claim against the bank which, in connection with such resale, opened or confirmed a letter of credit for the benefit of the Client. Seller hereby accepts the assignment.

7. Contractor shall be authorized to collect any outstanding debts arising from the resale of the goods. This collection authorization shall not apply if the proper course of Client's business is no longer given, pursuant to section 7 (5). Furthermore, Contractor shall be entitled to revoke Client's collection authorization if Client is in default with the fulfillment of his duties owed to Contractor and in particular if Client is in default with his payments or if other circumstances become known that call Client's creditworthiness into question. If the collection authorization is no longer applicable or if it is revoked by Contractor, Client shall immediately inform Contractor about the identities of the debtors of the assigned claim and give Contractor all information and documentation necessary for the collection of the claim.

9. In the event of third-party access to retained goods or to any assigned outstanding debt, Client shall point out Contractor's ownership/right and

notify Contractor immediately. The cost of the intervention shall be borne by Client.

10. In the event of Client's breach of contract, in particular Client's payment default, Client shall be obligated upon Contractor's first demand to surrender any retained good still in his possession and to assign to Contractor any claims for surrender against third parties on account of retained goods. Repossession and attachment of retained goods by Contractor does not constitute a withdrawal from the contract.

#### **§ 9 Language, applicable law and venue**

1. The contract language is German. In the event of a dispute as to the terms of these General Terms and Conditions of Business, the German version shall prevail.

2. All disputes arising from the contractual relationship between Contractor and Client shall be finally decided by the Permanent Arbitral Tribunal of the Chamber of Commerce in Vienna (ständiges Schiedsgericht der Wirtschaftskammer Wien). In the event that the Permanent Arbitral Tribunal of the Chamber of Commerce in Vienna should not have jurisdiction over a dispute, since not all parties may have their domicile or habitual place of residence in Austria, all disputes arising from this contract or concerning its violation, rescission or invalidity shall be finally decided according to the rules of arbitration of the International Arbitral Tribunal of the Austrian Chamber of Commerce in Vienna (Vienna Rules) by three arbitrators appointed pursuant to these Rules. The arbitration proceeding shall be conducted in German. Proceedings involving multiple parties shall be admissible. Seat of the arbitration tribunal shall be Vienna.

3. These general terms and conditions of business are always subject to Austrian substantive law without giving effect to any conflict of law rules and excluding the UN Convention on the International Sale of Goods. This shall explicitly apply to the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The General Terms and Conditions of Business apply to consumers only to the extent that they do not conflict with imperative provisions of the Consumer Protection Act (KSchG).

#### **§ 10 Severability clause**

The invalidity of individual provisions shall not affect the validity of the remaining provisions of these General Terms and Conditions of Business. The invalid provision shall be replaced - except in the case of consumers - by a valid provision that closest corresponds to the intended economic meaning and purpose of the invalid provision.