

General Terms and Conditions of Sale and Delivery

1. Preamble

1.1. These General Terms and Conditions of sale and delivery shall be applicable for all business relations between Blue Danube Robotics GmbH, FN 440505b, (hereinafter referred to as "**BDR**") and contracting parties (end-user or acknowledged re-seller) (hereinafter referred to as the "**Customer**" and, together with BDR, as the "**Parties**"). In particular, BDR provides all sales and deliveries of Products to the Customer exclusively subject a particular written and signed agreement and/or to these General Terms and Conditions, irrespective of whether any express reference is made to the General Terms and Conditions in a particular case.

1.2. The Customer accepts these General Terms and Conditions at the latest with the submission of his contractual declaration to BDR. The General Terms and Conditions of the Customer shall not be an integral part of the Agreement. This applies, in particular, even if BDR does not expressly contradict the Customer's general terms and conditions or renders a service without any reservation, whilst being aware of the Customer's differing, contrary, or supplementary general terms and conditions.

2. Definitions

2.1. In these General Conditions the following terms shall have the meanings hereunder assigned to them:

- a) "**Agreement**": the contract in writing between the Parties concerning delivery and performance of Products, and all appendices, including agreed upon amendments and additions in writing to said documents;
- b) "**Contract Price**": the payment to be made for the Products;
- c) "**Documents**": in particular manuals, illustrations, construction plans, drawings, calculations, and examples;
- d) "**Information**": knowledge, expertise and data contained within Documents;
- e) "**Product**": the machinery, apparatus, materials, articles, documentation, software and other products to be supplied by BDR under the Agreement;
- f) "**Software**" means computer applications software which is (i) licensed by BDR to customers (end-users acquiring Products from BDR or appointed reseller), (ii) BDR-branded, and (iii) covered by a user manual created by BDR, either as standalone document or integrated in another documentation. "Software" excludes computer software developed, owned or licensed by any party other than BDR.

3. Conclusion of Agreement

3.1. All offers made by BDR shall be subject to changes and handed out without any obligation. A Customer's order, which does not specify a deadline, shall be binding for a minimum of 30 (thirty) days.

3.2. Agreements with BDR shall only be entered into by means of an order confirmation in writing or acceptance from BDR in writing.

3.3. Deviations in the order confirmation in writing or the Documents referenced therein from the declarations previously issued by the Parties shall be deemed to be approved, if the Customer does not expressly object to the deviation concerned within a reasonable period of time, at the latest within 7 (seven) days from receipt of the order confirmation. The Customer shall have no right of objection with regard to the application and validity of these General Terms and Conditions.

4. Products

The Products are exclusively determined by the Information provided in the order confirmation in writing and the Documents referenced therein. BDR does not provide for any maintenance, service or similar works, if not agreed upon in writing.

5. Intellectual Property Rights and Confidentiality

5.1. BDR retains all property rights and all protective rights and copyrights, Software to all Documents and Products, as well as all Information contained within them or otherwise provided by the Customer. Even if a delivery of a Product is carried out on the basis of the Customer's specifications or if the Customer makes any contribution otherwise to it, the exploitation and usage rights shall be assigned to BDR fully and exclusively. The transmission of Documents and Information to third parties and any use, which extends beyond the specific Agreement, shall be prohibited without the prior express written permission of BDR.

5.2. The Customer must maintain confidentiality with regard to all of BDR's business Information and expertise known or otherwise obtained, even after termination of the business relationship, as far as such Information is not a matter of public knowledge and does not relate to Information legitimately obtained from third parties.

5.3. BDR grants to Distributor the nonexclusive, revocable, non-transferable right and license to install, read into memory, execute, display and use the Software in relation to the Products. Customer has no rights, title or interests in or on the Software and all rights are reserved with BDR (including source code and object code) and all related documentation, user manuals, technical instructions, copyrights, rights to create deviations or enhancements thereof, rights to licence to third parties, and all other rights of ownership and use.

6. Payment and Terms of Payment

6.1. All prices quoted by BDR are in Euros and are subject to Value Added Tax. The Information given in price lists is provided for general information purposes only.

6.2. The payment terms are, if not provided in an offer, as follows: 100 % of the Contract Price as down payment, within 2 (two) weeks after placing the order against Invoice;

6.3. All charges, fees and taxes originating from payment transaction outside of Austria as well as confirmation charges shall be borne by the Customer.

6.4. Payment to third parties will not be accepted by BDR as reduction of debts.

6.5. The Customer shall have no right of retention with regard to BDR.

6.6. The Customer shall only be entitled to offset claims against BDR, which have been legally determined or which have been expressly acknowledged in writing by BDR.

7. Delivery

7.1. BDR delivers all Products ex works BDR Vienna (Incoterms 2010).

7.2. Delivery periods and deadlines shall only bind BDR, if it was expressly confirmed in writing.

7.3. Should delays occur to deliveries or service provisions due to events beyond the sphere of influence of BDR, in particular due to force majeure, official measures, confiscation, natural disasters, unrest or war, transport interruptions, operational disruptions, industrial action, or where deliveries to BDR have failed to occur or occurred in breach of contract, then the delivery deadlines shall be extended accordingly (delivery deadlines for the provision of services also shall be extended). Should a delivery/service provision be delayed due to events such as these by more than the duration of the original delivery period (or the period between the order confirmation and the delivery deadline), then each Party shall be entitled, within 14 days from the end of this extension period, to withdraw from the part of the delivery affected by the delay by means of an express written statement.

8. Warranty

8.1. The warranty period shall be 12 months from the receipt of the Product by the Customer.

8.2. The period for ensuring supply of spare parts shall be 60 (sixty) months from the receipt of the Product by the Customer.

8.3. Certain properties, characteristics, and possible uses of the Products shall be confirmed by express agreement in writing. In particular, BDR does not guarantee certain use ability, unless expressly confirmed in Writing. Furthermore, the warranty shall be excluded for defects caused by the material or instructions provided by the Customer for the manufacturing of the Products. Statements and commitments by BDR, in particular with regard to promised characteristics,

shall not serve as guarantees or warranties in any legal sense, unless expressly agreed otherwise in writing.

8.4. In the event of a claim under warranty, BDR shall provide, according to their discretion, either an improvement or replacement within a reasonable period of time. Replaced Products shall become the property of BDR and be returned to BDR. Should BDR fail to carry out the improvement or replacement within an appropriate period of time or should an improvement or replacement prove impossible, then the Customer may at their own discretion request a price reduction or, provided it is not simply a minor defect, cancelation of the Agreement. In the case of agreements where partial deliveries are agreed, the right of cancelation shall be restricted to partial deliveries which have not yet been duly executed. The Customer renounces his right of cancelation through the sale, modification, or treatment of the Products in the knowledge of their defectiveness.

8.5. Presumption according to § 924 ABGB shall be excluded.

8.6. The Customer shall not be entitled to the right of recourse according to § 933b ABGB.

9. Defect Complaints

9.1. The Customer must make any defect complaints with regard to the Products under the Agreement without delay, to BDR expressly in writing. Obvious defects shall be reported within three working days from receipt of the Products and concealed defects at the latest within three working days of their discovery. In the case of partial and successive deliveries, a separate complaint shall be made for each delivery subject to a defect. The defect complaint is delayed in any case, if BDR is no longer able to inspect the rejected Products. From the time of discovery of the defect, any sale, processing, or treatment of the affected Products requires prior written approval of BDR to avoid the loss of the entitlement to assert claims.

9.2. The Customer shall ensure that the defect complaint is actually received by BDR. The mere return of Products shall not constitute a defect complaint.

9.3. In the absence of a timely defect complaint, the assertion of claims for warranty, compensation on account of the defect itself and due to an error as to the non-defective nature of the Products, shall be excluded.

10. Liability

10.1. BDR shall only be liable in the case of intent or gross negligence.

10.2. The burden of proof for the presence of gross negligence rests with the Customer.

10.3. The liability of BDR for return, assembly, and removal costs, consequential damages, indirect damages, financial losses, in particular loss of profit etc., and claims from third parties against the Customer, shall be excluded.

11. Reservation of Property Rights

11.1. BDR reserves the right of ownership of all sold Products until full payment has been made for all of our present and future claims resulting from a purchase contract/contract for work and/or an ongoing business relationship (secured claims).

11.2. Prior to full payment of the secured claims, the Products subject to the reservation of property rights may not be sold, pledged nor assigned by way of security to third parties. The Customer shall notify BDR immediately in writing if and insofar as any Products belonging to BDR are accessed by third parties.

11.3. In the event, that the Customer's behavior is in breach of this Agreement, in particular in the case of non-payment of the due purchase price, BDR shall be entitled, in accordance with the statutory provisions, to withdraw from this Agreement and to return the Products on the basis of the reservation of property rights and withdrawal. Should the Customer fail to make payment of the purchase price, then BDR may only assert such rights if BDR has unsuccessfully set the Customer a reasonable deadline for payment in advance, or if the setting of such a period is legally superfluous according to the statutory provisions.

12. Place of Performance, Jurisdiction, Applicable Law, and Severability Clause

12.1. The place of performance for both Parties shall be Vienna, Austria.

12.2. The exclusive place of jurisdiction for all disputes arising of and in connection with these General Terms and Conditions with Customers with their seat in the European Union, including those relating to the conclusion of the Agreement and its validity, shall be Vienna, Austria.

For all Customers with their seat outside the European Union, the following arbitration clause is agreed:

All disputes or claims arising out of or in connection with this General Terms and Conditions, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one arbitrator appointed in accordance with the said Rules. Place of arbitration shall be Vienna, Austria. Language of arbitration shall be English. The arbitration proceeding and its content shall be kept confidential by the parties.

12.3. These General Terms and Conditions are subject to Austrian substantive law with the exclusion of the reference norms of International Private Law (“IPRG”) and the provisions of the UN Convention on Contracts for the International Sale of Goods (“CISG”).

12.4. If any of the provisions of these General Terms and Conditions are ineffective, invalid or unenforceable, this shall not affect the effectiveness, validity or enforceability of the remaining provisions. In cases such as this, the relevant provision shall be replaced by another provision which comes as close as possible to the economic effect of the original provision, but which is neither ineffective, invalid, nor unenforceable.