

Terms and Conditions

(TERMS AND CONDITIONS) AISEMO GmbH

Last revised March 2023

1. Validity

1.1. These Terms and Conditions apply between us (AISEMO) and natural persons and legal entities (in short customers) for the present company-related legal transaction as well as for all future transactions, even if no express reference is made thereto in the individual case, in particular for **future supplementary or follow-up orders**.

1.2. The current version of our TERMS AND CONDITIONS valid at the time of conclusion of the contract, which can be viewed on our homepage (www.aisemo.com) shall apply and these were also forwarded to the customer.

1.3. We contract **exclusively** on the basis of our TERMS AND CONDITIONS.

1.4. **The customer's Terms and Conditions** or amendments or supplements to our TERMS AND CONDITIONS shall only be considered to apply if we have expressly consented to them in writing.

1.5. The customer's Terms and Conditions shall also not be recognised, even if we do not expressly **object** to them after their receipt by us.

1.6. We reserve the right to unilaterally amend the TERMS AND CONDITIONS while the contractual relationship is in force, provided that this is necessary to eliminate equivalence problems arising subsequently or in order to adapt to changes in the legal or technical framework conditions and the customer is not unreasonably disadvantaged. The customer shall be informed of any change and the content of the amended provisions at the last contact address (post or email) provided by the customer at least 4 weeks before the change(s) come(s) into force. The amendments shall become valid unless the customer objects to them in writing or by email to office@aisemo.com within four weeks after receipt of the notification of the amendments.

1.7. After conclusion of the license agreement and after successful setup, we shall enable the customer to access the contractual software against payment. We operate the contractual software on servers rented by us in the cloud, which the customer can access via the mobile network for the duration of the license agreement and thus use the contractual software. For the duration of the license agreement, the customer receives a non-exclusive, personal, non-transferable, non-sublicensable, geographically unrestricted right to use the contractual software against payment. The customer does not acquire any ownership and/or intellectual property rights to the contractual software.

2. Offers, Conclusion of Contract

2.1. Our offers are **non-binding**.

2.2. By placing the respective order, the customer shall make an intention to purchase by which they are bound for two weeks from receipt by AISEMO. A contract shall only be concluded upon written confirmation of the order by AISEMO or delivery confirmation by AISEMO and shall be governed exclusively by the content of the order confirmation and/or these TERMS AND CONDITIONS.

2.3. **Commitments**, assurances and guarantees by us or agreements deviating from these TERMS AND CONDITIONS in connection with the conclusion of the contract shall only become binding through our written confirmation.

2.4. Information about our products and services given in catalogues, price lists, brochures, advertisements on trade fair stands, circulars, advertising mailings or other media (information material) which is not attributable to us shall be presented to us by the customer - insofar as the customer bases their decision to place an order on such information. In this case, we may comment on their accuracy. If the customer violates this obligation, such information shall be non-binding unless it has been expressly declared in writing to be part of the contract.

2.5. **Cost estimates** are made without guarantee and are **subject to a charge**.

3. Prices

3.1. Price indications are in principle not to be understood as an all-inclusive price.

3.2. For services ordered by the customer which are not covered by the original order, the customer shall be entitled to an appropriate fee in the absence of an agreement on remuneration for work.

3.3. Prices quoted are exclusive of the applicable statutory value-added tax and are ex warehouse Packaging, transport, loading and shipping costs as well as customs duties and insurance shall be borne by the customer. We are only obliged to take back packaging if this has been expressly agreed.

3.4. The customer shall arrange for the professional and environmentally compatible disposal of used materials. If we are separately commissioned to do so, the customer shall additionally pay for this to the extent agreed for this purpose, in the absence of an agreement on remuneration.

3.5. We shall be entitled of our own accord, as well as obliged at the request of the customer, to adjust the contractually agreed fees if changes of at least 3 % have occurred since the conclusion of the contract with regard to (a) wage

costs by law, ordinance, collective agreement, company agreements or (b) other cost factors necessary for the performance of the services, such as procurement costs of the materials used, due to recommendations of the Joint Commissions or changes in national or world market prices for raw materials, exchange rates, etc. The adjustment shall be made to the extent that the actual production costs at the time of the conclusion of the contract change compared to those at the time of the actual performance of the service, provided that we are not in default.

3.6. The remuneration for continuing obligations shall be agreed as index-adjusted in accordance with the CPI 2010 and an adjustment of the remuneration shall be made as a result. The month in which the contract was concluded shall be taken as the starting point.

3.7. Costs for travel, daily and overnight allowances shall be charged separately. Travel time shall be deemed to be working time.

4. Goods provided

4.1. If equipment or other materials are provided by the customer, we are entitled to charge the customer 5 % of the value of the equipment or material provided as a handling surcharge.

4.2. Such equipment and other materials provided by the customer are not subject to warranty.

The customer is responsible for the quality and operational readiness of the equipment provided. The customer is responsible for the quality and operational readiness of the equipment provided.

5. Payment

5.1. Unless otherwise agreed, each invoice from AISEMO shall be due for payment without deduction within 14 days of receipt by the customer.

5.2. The entitlement to a cash discount requires an express written agreement.

5.3. Payment dedications made by the customer on transfer vouchers are not binding for us.

5.4. If the customer is in default of payment within the scope of other contractual relationships existing with us, we shall be entitled to suspend performance of our obligations under this contract until performance by the customer.

5.5. We shall then also be entitled to call due all claims for services already rendered under the current business relationship with the customer.

5.6. If the payment deadline is exceeded, even if only with regard to a single partial service, any benefits granted (discounts, deductions, etc.) shall be forfeited and added to the invoice.

5.7. In the event of default in payment, the customer undertakes to reimburse us for the costs necessary and appropriate for collection (reminder costs, collection fees, lawyer's fees, etc.).

5.8. Pursuant to Section 456 of the Austrian Commercial Code (UGB), we are entitled to charge 9.2% points above the base interest rate in the event of a default in payment for which we are responsible.

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

5.10. The customer shall only be entitled to set-off insofar as counterclaims have been established by a court or recognised by us.

5.11. In the event of a delay in payment for which the client is responsible, the client undertakes to pay reminder charges of EUR 50.00 per reminder, insofar as this is in reasonable proportion to the amount owed.

5.12. If AISEMO withdraws from the delivery contract or terminates a delivery contract due to the customer's default in payment and if this withdrawal or termination gives rise to a claim for damages by AISEMO against the buyer, AISEMO shall be entitled to claim a lump sum in the amount of 5 % of the total value of the delivery contract specifically affected in each case.

6. Credit assessment

6.1. The customer declares their express consent that their data may be transmitted to the state-preferred creditor protection associations Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870 (KSV) exclusively for the purpose of creditor protection.

7. Customer's cooperation obligations

7.1. Our obligation to perform the service shall commence at the earliest as soon as all technical details have been clarified, the customer has met the technical and legal requirements (which we will be pleased to provide upon request), we have received agreed advance payments or security deposits, and the customer has fulfilled their contractual obligations to perform and cooperate in advance, in particular also those specified in the following subsections.

7.2. If the assembly is carried out on objects which are not in the possession of the customer (for example tools provided by a third party for production at the customer's premises), the customer is obliged to obtain a corresponding

permit for welding and drilling work from the owner before commencing the assembly activities.

7.3. In the case of assembly work to be carried out by us, the customer is obliged to ensure that the work can be started immediately after the arrival of our assembly personnel.

7.4. The customer is obliged to grant the installation personnel access to the installation sites. In particular, this concerns that the customer interrupts production processes for a short time for the installation and commissioning of the products at their own expense and without any claim for loss of profit.

7.5. The customer shall arrange for the necessary permits from third parties as well as notifications and authorisations from authorities at their own expense. These can be requested from us.

7.6. The energy and water quantities required for the performance of the service, including the trial operation, shall be provided by the customer at the customer's expense.

7.7. The customer shall provide us free of charge with lockable rooms that are inaccessible to third parties for the stay of workers and for the storage of tools and materials during the performance of the service.

7.8. The customer shall be liable for ensuring that the necessary structural, technical and legal requirements for the work to be performed or the object of purchase are met, which were described in the contract or in information provided to the customer prior to the conclusion of the contract or which the customer should have known due to relevant expertise or experience.

7.9. Likewise, the customer shall be liable for ensuring that the technical installations, such as supply lines, cabling, networks and the like are in a technically flawless and operational condition and compatible with the works or objects of purchase to be produced by us. In the event that the customer's IT infrastructure is used to access the contractual software, the customer is also obligated to maintain the technically flawless and operational condition of these technical systems for the term of the contract. The Customer shall ensure that its IT infrastructure is up to date and that recommended software updates (in particular security-related ones) from third-party software providers are installed on a regular basis. In addition, the Customer shall specifically protect its IT infrastructure against unauthorized access (e.g. hacker attack) and malware (viruses, Trojans, ransomware, etc.) and ensure that it remains protected against future threats. The customer is expressly solely responsible for this.

7.10. We are entitled, but not obliged, to inspect these installation for a separate fee.

7.11. In particular, the customer shall provide the necessary information on the location of concealed electricity, gas and water lines or similar installations, escape routes, other obstacles of a structural nature, possible sources of danger as well as the necessary static information without being requested to do so before the installation work begins.

7.12. Order-related details of the necessary information can be requested from us.

7.13. The customer shall bear sole responsibility for the construction and functionality of parts provided. There shall be no obligation to inspect any documents, information or instructions provided by the customer - beyond the creation of a technical construction dossier and the certification of compliance with the Machinery Directive and any other applicable directives - with regard to the delivery item, and any liability on our part in this respect shall be excluded. The obligation to issue the certificate may be contractually transferred to the customer placing the delivery item on the market.

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

8. Performance of services

8.1. We are only obliged to take into account the customer's subsequent requests for changes and extensions if they are necessary for technical reasons in order to achieve the purpose of the contract.

8.2. Minor changes to our performance which are objectively justified and reasonable for the customer shall be deemed to have been approved in advance.

8.3. If, for whatever reason, the order is amended or supplemented after the order has been placed, the delivery/service period shall be extended by a reasonable period of time.

8.4. If, after conclusion of the contract, the customer requests performance within a shorter period of time, this shall constitute an amendment to the contract. As a result, overtime may become necessary and/or additional costs may be incurred due to the acceleration of the procurement of materials, and the remuneration shall be increased appropriately in proportion to the necessary additional expenditure.

8.5. Partial deliveries and services that are objectively justified (e.g. system size, construction progress, etc.) are permissible and may be invoiced separately.

8.6. If in the course of installation and commissioning it turns out that no radio connection of the system is possible at the installation site and the radio

connection cannot be established with justifiable effort (e.g. by changing the installation site within the building), AISEMO may withdraw from the order. In this case the customer shall not be entitled to any compensation whatsoever. If delivery on call has been agreed, the service/purchase item shall be deemed to have been called at the latest six months after the order.

8.7. The obligation to update pursuant to § 7 VGG is excluded by mutual agreement.

8.8. Any service fees for the updating and maintenance of the software as well as fees for the operation of the infrastructure and data connection are integral parts of the product. If and insofar as the customer fails to pay these fees, AISEMO shall be entitled to terminate the contract with immediate effect. The customer shall not be entitled to any claims for compensation even if the subject matter of the contract or parts thereof are no longer functional as a result.

9. Delivery and performance deadlines

9.1. Delivery/performance deadlines and dates are only binding for us if they have been specified in writing. Any deviation from this formal requirement must also be in writing.

9.2. In the event of force majeure, strike, war, natural disasters, cyber attacks, official measures, epidemics, shortage of energy or raw materials, fire and explosion damage, unforeseeable delays by our suppliers for which we are not responsible or other comparable events beyond our control, deadlines and dates shall be postponed for the period during which the event in question continues. This shall not affect the customer's right to withdraw from the contract in the event of delays which make it unreasonable to commit to the contract.

9.3. If the start of the performance or the performance is delayed or interrupted due to circumstances attributable to the customer, in particular due to a breach of the duties to cooperate pursuant to clause 7, performance periods shall be extended accordingly and completion dates shall be postponed accordingly.

9.4. We shall be entitled to charge 3 % of the invoice amount for each month of delay in performance commenced for the storage of materials and equipment and the like in our company which is necessary as a result, whereby the customer's obligation to pay and its obligation to accept shall remain unaffected by this.

9.5. If AISEMO's deliveries are delayed, the customer shall only be entitled to withdraw from the contract if AISEMO is responsible for the delay and a reasonable grace period set by the customer for delivery has expired to no avail.

10. Transfer of risk

10.1. The risk shall pass to the entrepreneurial customer as soon as we hold the object of purchase, the material or the work ready for collection at the factory or warehouse, deliver it ourselves or hand it over to a carrier.

10.2. The entrepreneurial customer shall take out appropriate insurance against this risk. We undertake to take out transport insurance at the written request of the customer and at the customer's expense. The customer shall approve any customary mode of shipment.

11. Default of acceptance

11.1. If the customer is in default of acceptance for longer than 2 weeks (refusal of acceptance, default in advance performance or otherwise, no call-off within a reasonable period of time in the case of an order on call) and if the customer has not ensured the elimination of the circumstances attributable to them which delay or prevent the performance of the service despite a reasonable grace period having been set, we may otherwise dispose of the equipment and materials specified for the performance of the service while the contract remains in force, provided that in the event of the continuation of the performance of the service we procure these within a period of time which is reasonable under the respective circumstances.

11.2. In the event of default of acceptance on the part of the customer, we shall also be entitled to store the goods on our premises if we insist on performance of the contract, for which we shall be entitled to a storage fee in accordance with clause 9.4.

11.3. In the event of a justified withdrawal from the contract, we are entitled to demand a lump-sum compensation from the customer amounting to 5 % of the gross order value without providing documentary evidence of the actual damage.

11.4. The assertion of a higher damage is permissible.

11.5. Acceptance may not be refused due to insignificant defects.

12. Reservation of title

12.1. The goods (hardware) delivered, assembled or otherwise handed over by us shall remain our property until payment has been made in full.

12.2. A resale is only permissible if we have been informed of this in good time beforehand, stating the name and exact address of the buyer, and we consent to the sale. In the event of our consent, the purchase price claim shall already be deemed assigned to us.

12.3. The customer shall note this assignment in their books and on their invoices until full payment of the consideration or purchase price has been

made and shall inform their respective debtors of this assignment. Upon request, the customer shall provide us with all documents and information necessary for the assertion of the assigned claims.

12.4.If the customer is in default of payment, we shall be entitled to demand the return of the reserved goods after setting a reasonable grace period.

12.5.The customer must inform us without undue delay before the opening of bankruptcy proceedings against their assets or the seizure of our reserved goods.

12.6.The customer declares their express consent that we may enter the location of the reserved goods in order to assert our reservation of title.

12.7.Necessary and reasonable costs for the appropriate prosecution shall be borne by the customer.

12.8.The assertion of the reservation of title shall only constitute a withdrawal from the contract if this is expressly declared.

12.9.We shall be entitled to realise the goods subject to retention of title taken back on the open market and in the best possible way.

12.10. Until full payment of all our claims, the object of performance/purchase may not be pledged, transferred by way of security or otherwise encumbered with the rights of third parties. In the event of pledging or other claims, the customer is obliged to point out our right of ownership and to inform us without undue delay.

13. Third-party property rights

13.1.For delivery items which we manufacture according to customer documents (design data, drawings, models or other specifications, etc.), the customer exclusively assumes the guarantee that the manufacture of these delivery items does not infringe the property rights of third parties.

13.2.If property rights of third parties are nevertheless asserted, we are entitled to stop the production of the delivery items at the risk of the customer until the rights of third parties have been clarified, unless the unjustified nature of the claims is obvious.

13.3.The customer shall indemnify and hold us harmless in this respect.

13.4.We are entitled to demand reasonable advances on costs from entrepreneurial customers for any legal costs.

13.5.We may also claim reimbursement from the customer for necessary and useful costs incurred by us.

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

14. Scope of the grant of rights / intellectual property / confidentiality / data protection

14.1. AISEMO is or will be the owner of all data (which do not have a direct personal reference) which are obtained, recorded, calculated, transmitted, predicted or generated by other models by the components and systems supplied by AISEMO. In particular, AISEMO may store or use this data at its own discretion in order to further develop products, without the customer thereby acquiring any claim whatsoever to these products.

14.2.All rights - including those which only arise on the occasion of the execution of the order - such as, in particular, intellectual property rights, ancillary copyrights, know-how and processing rights to the agreed services, execution documents, plans, sketches, cost estimates and other documents as well as software and the data derived therefrom, which have been provided by us or have arisen through our contribution, shall remain with AISEMO.

14.3.Unless expressly agreed otherwise, the customer shall only acquire a simple right to use the software specified in the contract. Any other use of the software, in particular its transfer, duplication, publication and making available, including copying even of excerpts, as well as its imitation, processing or exploitation shall require our express consent.

14.4.No ownership, licensing, reproduction, usage or other rights may be derived by the customer from the disclosure and transmission of technical details and contexts - irrespective of whether industrial property rights exist for them or not. In particular, AISEMO reserves the right to file patent and/or utility model applications for the information provided.

14.5.The customer further undertakes to maintain confidentiality vis-à-vis third parties with regard to the knowledge obtained from the business relationship.

14.6.AISEMO shall take all necessary technical and organisational measures to comply with the data protection regulations regarding the confidentiality of personal data of third parties.

14.7.AISEMO processes personal data in accordance with its data protection declaration, which can be viewed here:
<https://www.aisemo.com/datenschutz/>

15. Warranty

15.1.The warranty period for our services is 6 months from handover.

15.2.In the absence of any agreement to the contrary (e.g. formal acceptance), the time of handover shall be the time of completion, at the latest when the customer has taken over the service into their power of disposal or

has refused acceptance without giving reasons. In the absence of a justified refusal to accept the service, the service shall be deemed to have been taken over by the customer on the day on which the customer is notified of its completion.

15.3.If a joint handover is planned and the customer fails to attend the handover date notified to them, the handover shall be deemed to have taken place on that day.

15.4.Remedies of a defect alleged by the customer do not constitute an acknowledgement of a defect.

15.5.The customer must always prove that the defect was already present at the time of handover.

15.6.In order to remedy defects, the customer must make the system or the equipment accessible to us without culpable delay and grant us the opportunity to have it inspected by us or by experts appointed by us.

15.7.Notifications of defects and complaints of any kind must be made in writing without delay (after 10 working days at the latest) at the registered office of our company, describing the defect as precisely as possible and stating the possible causes, failing which the warranty claims shall be forfeited. The goods or works complained about shall be handed over by the customer if this is feasible.

15.8.If the customer's allegations of defects are unjustified, he shall be obliged to reimburse us for any expenses incurred in determining that the goods are free of defects or in remedying the defects.

15.9.Any use or processing of the defective delivery item which threatens further damage or makes it more difficult or impossible to remedy the cause shall be discontinued by the customer without undue delay, unless this is unreasonable.

15.10. We are entitled to carry out or have carried out any investigation we deem necessary, even if this renders the goods or workpieces unusable. In the event that this examination shows that we are not responsible for any defects, the customer shall bear the costs of this examination for a reasonable fee.

15.11. Transport and travel costs incurred in connection with the remedy of defects shall be borne by the customer. At our request, the customer shall provide the necessary labour, energy and rooms free of charge and shall cooperate in accordance with point 7.

15.12. The customer shall grant us at least two attempts to remedy the defect.

15.13. We may avert a claim for redhibitory action by improvement or reasonable price reduction, unless the defect is substantial and irremediable

15.14. If the objects of performance are manufactured on the basis of information, drawings, plans, models or other specifications of the customer, we shall only provide a warranty for the execution in accordance with the conditions.

15.15. The circumstance that the work is not fully suitable for the agreed use shall not constitute a defect if this is based exclusively on deviating actual circumstances from the information available to us at the time of the performance of the service because the customer does not comply with their obligations to cooperate in accordance with point 7.

15.16. Likewise, this shall not constitute a defect if the customer's technical installations, such as supply lines, cabling, networks, etc., are not in a technically perfect and operational condition or are not compatible with the delivered items.

16. Technical impossibility

16.1.If, after conclusion of the contract, the technical conditions at the customer's premises turn out to be such that it is technically impossible or impossible with justifiable economic effort to provide the contractual service, AISEMO may withdraw from the contract. This applies in particular to insufficient mobile phone network coverage, insufficient radio network coverage in the building or missing connection possibilities for machines to be connected and associated control systems.

16.2.In the event of technical, economic or legal necessity, AISEMO shall be entitled, but not obliged, to adapt the content or scope of its services. If and to the extent that AISEMO fails to adapt the Software despite technical, economic and/or legal necessity, and the intended use of the Software ceases to exist, Customer shall be entitled to terminate the relevant agreement in writing by registered letter to AISEMO without notice. If AISEMO discontinues the delivery of the software for any reason whatsoever, AISEMO shall inform the customer in writing at least 12 months prior to such discontinuation. The hardware purchased by the customer remains the property of the customer. The customer is aware that the software is provided as SaaS (Software as a Service) and that the assertion of any claims for whatever legal reason in or in connection with the discontinuation of the delivery of the software is excluded.

17. Liability

17.1. Due to breach of contractual or pre-contractual obligations, in particular due to impossibility, delay, etc., we shall only be liable for financial losses in cases of intent or gross negligence due to technical peculiarities.

17.2. Liability due to lost profit or consequential damage is excluded

17.3. Liability is limited to the order value of the respective order; in the case of contracts with ongoing remuneration to the remuneration of a calendar year. In any case, however, the liability shall be limited to the maximum amount of any liability insurance taken out by us.

17.4. This limitation shall also apply with regard to damage to an item which we have accepted for processing.

17.5. Claims for damages must be asserted in court within two years, otherwise they will be forfeited.

17.6. The limitations or exclusions of liability also include claims against our employees, representatives and vicarious agents due to damage caused by them to the customer without reference to a contract on their part with the customer.

17.7. Our liability is excluded for damage caused by improper handling or storage, overloading, non-compliance with operating and installation instructions, faulty assembly, commissioning, maintenance, servicing by the customer or third parties not authorised by us, or natural wear and tear, insofar as this event was causal for the damage. Likewise, the exclusion of liability exists for omission of necessary maintenance.

17.8. If and to the extent that the customer can claim insurance benefits for damages for which we are liable through a damage insurance policy of its own or concluded in its favour (e.g. liability insurance, hull insurance, transport, fire, business interruption and others), the customer undertakes to claim the insurance benefit and our liability towards the customer is limited to the disadvantages incurred by the customer as a result of claiming this insurance (e.g. higher insurance premium).

17.9. Those product characteristics are owed which can be expected by the customer with regard to the approval regulations, operating instructions and other product-related instructions and notes (esp. also inspection and maintenance) from us, third party manufacturers or importers, taking into account the customer's knowledge and experience. The customer as reseller shall take out sufficient insurance for product liability claims and shall indemnify and hold us harmless with regard to recourse claims.

18. Severability Clause

18.1. Should individual parts of these Terms and Conditions be invalid, this shall not affect the validity of the remaining parts.

18.2. The parties undertake at this point to agree on a substitute provision - based on the horizon of honest contracting parties - which comes as close as possible to the economic result of the invalid provision, taking into account the customary practice in the industry.

19. General Provisions

19.1. Austrian Law applies.

19.2. The UN Convention on Contracts for the International Sale of Goods shall be excluded.

19.3. The place of performance shall be the registered office of the company (Weibern).

19.4. The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the customer shall be the court with local jurisdiction for our registered office.

19.5. The customer must notify us immediately in writing of any changes to their name, company, address, legal form or other relevant information.

19.6. Original Version is in German language. In case of discrepancy between the English and German versions, the German version shall prevail.