

**General Terms and Conditions**  
(hereinafter referred to as “GTC”)  
**of**  
**DEWETRON GmbH**  
(hereinafter referred to as “DEWETRON”)

version: 2.0, 2026/02/03, T. Propst, R. Sonnleitner

## **1. GENERAL**

These GTC shall be applicable for any business relation with DEWETRON. Any contrary and/or amending general terms and conditions shall only be an integrated part of the business relation if explicitly agreed by DEWETRON in the written form.

## **2. CONFIDENTIALITY**

The client is obliged to treat the business relationship with DEWETRON as confidential, including all related information (i.e. drafts, documents), and shall not make this information available to third parties except with the prior written consent of DEWETRON.

## **3. OFFERS, PRICES AND TERMS OF PAYMENT**

1. Offers and price calculation shall be without obligation and non-binding.
2. Prices shall be ex stock/work and shall not include package, freight and any other related costs plus value added tax (VAT). The prices shall only be binding if the amount of the goods as confirmed is ordered.
3. Payments shall be immediately due and shall be made without any deduction.
4. If the client does not pay according to these GTC and/or might be reasonably deemed as insolvent DEWETRON shall be entitled to execute any delivery to such client for advanced payment and/or securities and/or suspend it until the client had paid all due payments to DEWETRON. In case of the agreement regarding partial payments of the client all due payments to DEWETRON shall be paid by the client if the client is in delay with any of its partial payments.
5. The set-off against any claim of DEWETRON with any claim of DEWETRON against the client shall be excluded.

## **4. DATE OF DELIVERY/DEFAULT**

1. Dates of delivery shall only be binding if DEWETRON explicitly declared it as fixed date in the written form and all documents to be provided by the client in order to execute the client's order are available. All delivery dates shall be reserved under the right of self-supply in the agreed delivery time.
2. Any delivery and/or service delay which essentially complicates and/or permanently prohibits its execution shall entitle DEWETRON to postpone the delivery and/or service for the time period corresponding to the delay period including a reasonable preparation period if such delay is caused by force majeure or any other unforeseeable occasion which DEWETRON is not liable for. DEWETRON shall not be responsible for the above described circumstances if they arise during an existing and on-going delay. DEWETRON shall inform the client about the circumstances regarding the restraint including the expected time period of the delay in written form.
3. If such restraint lasts longer than three months both DEWETRON and the client shall only be entitled to terminate the agreement regarding the delivery and/or services which have not yet been fulfilled until such termination.

4. DEWETRON shall be deemed to be in delay only if the client has set a deadline in the written form which lasts at least one month and DEWETRON has not fulfilled its responsibilities during that time period except agreed fixed dates.
5. If DEWETRON is in such a delay, its responsibility regarding damages is limited with an amount of 0.5% for each completed week of a delay. The aggregate amount of DEWETRON's responsibility regarding damages shall be limited with an amount of 5% of the respective invoice amount.
6. Part-deliveries and/or partial services shall be agreed if reasonable for the client.

## 5. TRANSFER OF RISK AND TAKE-OVER OF GOODS

1. The incoterms 2020 EXW as amended from time to time shall be applicable if not explicitly agreed otherwise. Each delivery including deliveries free of charge shall be executed at the risk of the client. The risk shall transfer from DEWETRON to the client with the handing over of the goods to the carrier or with the forwarding of the goods to the client starting from DEWETRON's warehouse.
2. An insurance regarding transport damages and transport losses shall only be taken at the client's request and at the client's cost.
3. Any objections regarding transport damages and lack of goods shall be noted on the transport documents. Any evidence shall be perpetuated, if any.

## 6. WARRANTY/DAMAGE CLAIM

1. All objections shall be made in the written form including the description of the defects. The client shall notify DEWETRON regarding visible defects within one week after the receipt of the delivery at the latest; Hidden defects within one week at the latest after its detection. The above described time periods shall constitute limitation periods.
2. The client is required to provide evidence of any defects in the subject matter of the contract. Art. 924 Austrian civil code (ABGB) shall not be applicable. If DEWETRON has to warrant any defect, DEWETRON shall be entitled to decide on the type of the warranty service (reparation, exchange, price reduction or termination) at its sole discretion.
3. The warranty is limited to the contractual deliverables and shall apply only up to the maximum amount covered by the contractor's liability insurance.
4. The warranty period is 12 months from delivery/EXW. Liability for claims for damages shall lapse 12 months after knowledge of the damage and the damaging party or, irrespective of this knowledge, after a maximum of 3 years from the time of the damaging event.
5. The client shall not be entitled to any rights regarding warranty and/or claims and/or damages if (i) the goods only deviate in a minor way compared to the agreed procurement which do not prevent the use of the goods, (ii) regular deterioration, (iii) wrong or negligent handling, (iv) improper and/or unduly use, (v) chemical, electrochemical and/or electronical influences, (vi) unduly installation, handling and/or maintenance, and/or (vii) non-reproducible software defects); unduly amendments, reparations, the opening of seals and/or the use of consumables materials (including chemicals and operating supplies) which do not comply with the specification provided by DEWETRON to the client.
6. The client shall not be entitled to claim any other place of delivery as agreed. If DEWETRON agrees to such change request any additional costs shall be paid by the client.
7. DEWETRON shall not be liable for consequential damages, indirect damages, loss of profit, loss of interest, damages resulting from claims of third parties as well as for the loss of data and programs including its recovery.
8. DEWETRON limits its liability to the subject matter of the contract and shall only be liable—irrespective of the legal ground—if the damage was caused by DEWETRON through intent or gross negligence of an exceptionally serious nature. Liability for simple or ordinary gross negligence is expressly excluded.
9. If client and DEWETRON agree upon a contract penalty of DEWETRON such penalty shall be subject to judicial mitigation and any other claim for damages exceeding such contract penalty shall be excluded.

### **Definition of "gross negligence of an exceptionally serious nature":**

For the purposes of this agreement, gross negligence of an exceptionally serious nature shall be

deemed to exist where conduct amounts to a particularly serious breach of due care that would be incomprehensible even to an average professional, and where an objective third party with comparable knowledge and circumstances would, with near certainty, have acted differently. Gross negligence of an exceptionally serious nature is deemed to exist, in particular, where even the most basic considerations and obvious precautions are disregarded or where the occurrence of damage was virtually foreseeable.

## **7. RETENTION OF THE TITLE OF PROPERTY**

1. The delivered goods shall remain the property of DEWETRON until the client has paid all due payments regarding the business relationship between the parties (hereinafter referred to as the "Retention Goods").
2. The client is obliged to inform any third parties about DEWETRON's property and notify DEWETRON in the written form if a garnishment or any other execution of third parties is executed against the clients. The client shall bear all costs in connection with the intervention proceedings and any other defense measures including legal costs also for DEWETRON.
3. In case of non-compliance of the client with these GTC and any agreements with DEWETRON including delay in payments, insolvency or financial collapse, DEWETRON shall be entitled to pick up the Retention Goods at the costs of the client even without the termination of the respective agreement. Therefore, DEWETRON shall be entitled to enter the business rooms including the storage rooms of the client. The taking back of the Retention Goods shall not constitute a termination of the agreement. A termination of the agreement may only be executed in the written form without any termination time period if the client does not comply with the GTC and/or agreement. DEWETRON shall be entitled to sell the Retention Goods and to count against any due payments of the client.

## **8. EXCLUSIVE DISTRIBUTION ARRANGEMENTS/INTELLECTUAL PROPERTY/ SOURCE CODE**

1. The client is only entitled to re- and/or sell DEWETRON's goods (hard- and software) after its prior written consent.
2. The client shall not acquire the exclusive right to use DEWETRON's goods for its business purpose and/or associated companies. The term "associated" shall be defined according to art. 228 of the Austrian commercial code (UGB) .
3. All intellectual property rights including the rights regarding the source code shall solely belong and remain, respectively, to DEWETRON.
4. The client shall not be entitled to any back-translation of the object code into the source code and the reverse engineering and the de-compilation.

## **9. GOVERNING LAW**

1. All disputes arising out of or in connection with this Agreement and its validity shall be settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) and shall be finally decided without recourse to the ordinary courts.
2. The court of arbitration may also make a binding decision on the validity of this arbitration clause.
3. The court of arbitration shall consist of a sole arbitrator to be appointed jointly by the Parties, or if the amount in dispute exceeds 500,000 (five hundred thousand) Euro of 3 (three) arbitrators, whereby the two arbitrators appointed by the parties jointly designate the chairman of the court of arbitration.
4. The legal seat of arbitration shall be Graz, Austria.
5. The governing law shall be the law of the Republic of Austria excluding the conflicts of law rules and the UN-Convention about the international purchase of goods (CISG) .
6. The arbitration proceedings shall be conducted in English language.

7. In case of any correspondence or documents in any other language than English, the English version shall prevail in the event of contradictions and/or ambiguities. This also shall apply to these GTC.
8. The production of documents shall be limited for each Party to those documents to which that Party refers in its pleadings. There is no taking of evidence in form of a discovery between the Parties. The Parties and the court of arbitration shall keep the arbitration proceedings (including its existence) confidential.

## **10. MISCELLANEOUS**

1. Place of performance shall be the corporate seat of DEWETRON in Grambach, Austria.
2. If any or all terms and/or clauses of these GTC are invalid or become invalid, the validity of all other terms and/or agreements shall not be affected. Invalid or absent clauses shall be replaced by valid clauses which constitute the economic intend of the parties.