

General Business, Delivery and Licensing Conditions

from

Dorner Electronic GmbH
A-6863 Egg, No. 914

1. Validity and legal liability:

- 1.1. The following conditions refer to all orders that are accepted and carried out by us and become acknowledged and legally binding upon placement of the order by our customer, even if contradictory conditions are not expressly refuted by us. Contradictory Client conditions do not form part of this agreement.
- 1.2. Insofar as something different is not expressly agreed in writing (also by fax, e-mail as a PDF file or in signed form), the following conditions are a supplemental and integral part of each contract concluded between us, as seller/supplier, and our customers. This also applies to amendments and supplements or differing consents. In order to be considered valid, these all require a confirmation from the company (see above).
- 1.3. In any case, our conditions take priority over possible general business/purchasing conditions of our customer.
- 1.4. Without authority, our employees are expressly forbidden from making promises that deviate from our conditions. In this event, we expressly reserve the right to withdraw from the agreement.
- 1.5. At the latest, through placement of an order with us or with the confirmation of the delivery of the subject matter of the contract, our customer declares his agreement to these General Business, Delivery and Licensing Conditions and also that they shall apply for future transactions between us and the customer and that with future transactions, these General Business, Delivery and Licensing Conditions do not need to be separately referred to.
- 1.6. If our customer is a general contractor and after fulfilment of his order, also passes this work on to his end customers, the general contractor is now already obligated to verifiably inform his end customers about these General Business, Delivery and Licensing Conditions and to legally impose these conditions on them. The client shall indemnify and hold us harmless for this.

2. Offer and conclusion of contract:

- 2.1. Offers are fundamentally issued in writing. They are non-binding as long as another agreement has not been expressly reached.
- 2.2. The order that is accepted by us exclusively conforms to the scope and content of the order, including the requirements specification provided.
- 2.3. The contract is legally effective if we issue a written acceptance declaration in the form of an order confirmation (also via fax, e-mail in a PDF file or in signed form).
- 2.4. The information about our products that is contained in catalogues, brochures, advertisements, price lists and similar means are only decisive if they are expressly referred to in our order confirmation.
- 2.5. We reserve the right to subsequent correction of all errors.

3. Performance:

- 3.1. To the extent that our delivery product concerns software, this is fundamentally produced by our company. However, we reserve the right to select another producer/plant or supplier that appears necessary for the production of the ordered work (supply of the hardware).
- 3.2. Our customer expressly confirms to have examined the scope of performance according to the included requirement specification for the requested programmes and programme modules prior to conclusion of the contract.
- 3.3. Should a defect occur and the programs not correspond to the assured features or a documented function or in the event of objectively identifiable program errors, and this leads to property or financial damage, we provide a warranty and are liable only for gross negligence and intention. Unavailable functions, which our Client expected only due to the designation of the program or module or a text on the screen or printout, expressly do not represent defects.
- 3.4. The creation of individual programmes or programme changes shall expressly take place on the basis of a written programme definition in the requirements specification, which always forms part of the offer (including a possible extended offer). The requirements specification developed from this replaces all previous written and verbal agreements regarding the scope of performance and the function of the individual programme or the individual amendment. In any case, it is the task of the customer to expressly define the programme or programme module in the requirements specification.

4. Delivery dates and deadlines (installation):

- 4.1. We shall fundamentally comply with the delivery date stated in our order confirmation. The prerequisite for this is, however, in any case, that our customer has fulfilled his contractual obligations completely and punctually, such as, particularly, the complete preparation of the requirements specification; the possibly agreed opening of a letter of credit; possible provision of a payment guarantee and/or provision of required official approvals (e.g. import licences, et al.).
- 4.2. Our customer is furthermore responsible for ensuring that our engineers are able to carry out the installation of the ordered work properly on site (Clause 6.6.).
- 4.3. Agreed delivery dates shall be rescheduled, in any case, as long as the customer defaults in fulfilling his obligations – also from other transactions with us – and respectively, until all technical and contractual details have been entirely clarified in advance and the legal prerequisites for fulfilment have been created.
- 4.4. Partial delivery by us is permitted. Each partial delivery is considered to be an independent transaction.
- 4.5. The delivery date is considered to be complied with upon notification by us of readiness for dispatch, even if the dispatch can not take place at all or not on time, for reasons that are not the fault of us or the delivery plant/producer. Goods that are ready for dispatch, but not immediately called, shall be stored at the cost and risk of our customer at our sole discretion and invoiced by us as though it has been delivered.
- 4.6. If our customer does not accept the goods made available as specified in the contract at the agreed location and/or at the agreed point in time and the delay has not been caused by us, we have a right to either demand immediate fulfilment or withdraw from the contract, after setting a grace period.
- 4.7. In the case of us failing to fulfil the contract in due time, our customer must, in any case, grant us an adequate grace period.

5. Transfer and acceptance:

- 5.1. Use and risk are fundamentally transferred to our customer with the departure of the delivery “ex factory”. This also applies if the delivery takes place within the context of an installation or if transport is carried out, organised and/or managed by the customer himself. On request by the Client, in the Client's name and at his expense, we can organise the dispatch of goods from the factory to the destination address specified by the Client.
- 5.2. For the case that assistance and support is requested from us in the loading of the means of transport, our customer shall already now indemnify against and not hold us liable for all damage and disadvantages that could result from this.
- 5.3. To the extent that nothing different has been specified in agreements made on an individual basis (particularly, for example, through INCOTERMS), it shall apply that risk and hazard are transferred as soon as we have performed at the agreed place of performance (fundamentally, Clause 5.1. applies).
- 5.4. On request and in the Client's name and at his expense, we can send the supplied products to a location other than the place of performance (Pt. 6., 20.), in which case the risk, unless otherwise agreed (see Pt. 5.1.), is transferred to the Client as soon as we have provided the goods to the freight forwarder, carrier or other person or company specified to perform the delivery.
- 5.5. Claims against us for damages and lost profit due to non-timely delivery are excluded.
- 5.6. Our customer must ensure that all locally required emission measures and safety installations are available.
 - Thus, our customer must, for example, ensure that the voltage fluctuations in the power supply lie within a tolerance of +/- 5%.
 - The customer is solely responsible for waste disposal at the installation site.

6. Work performance, place of performance and acceptance:

- 6.1. For work performance, Egg is the place of performance. The risk for a performance or agreed partial performance is transferred to the Client on its submission.
- 6.2. Amendments to the placed order and/or further orders that are placed with our employees at the place of performance are considered to be additional orders and are invoiced separately to the customer.
- 6.3. To the extent that nothing different has been agreed, our normal business hours shall apply as the working hours. However, to the extent that an extension of the normal working hours is required in the interest of the customer, our customer shall, in any case, be prepared to carry out all necessary preparations in accordance with this request. The extra costs that may be incurred shall be separately invoiced to the customer.
- 6.4. The risk for the installation services (implementation of the delivery programmes and/or programme modules) and the installed material is fundamentally only transferred upon acceptance by the customer. In the event of acceptance delays, the risk and hazard, however, is already transferred to the customer at 00:00 of the day following that on which the acceptance should have taken place.

6.5. With notification of completion, acceptance must take place by our customer immediately, however not later than within 3 days, otherwise the acceptance is considered to have taken place with completion of the implementation. If our customer determines significant defects during acceptance, he is entitled to discontinue acceptance and request in writing that we eliminate the defects. After elimination of the defects (according to Clause 6.3.), a renewed acceptance is to take place. If insignificant defects exist, acceptance is to be carried out – notwithstanding the warranty provisions (Clause 11.).

6.6. To the extent that additional earthing measurements, insulation measurements and safety certificates are required, these are to be obtained and submitted by the customer from appointed and authorised specialists. Where electrical cables and connection works are involved, Dorner Electronic GmbH shall not be liable for their correctness and functionality.

It is also the responsibility of the customer to carry out system inspections according to official regulations, on his own behalf and at his own expense.

In the event of failure to fulfil the statutory official conditions, Dorner shall be released from warranty and guarantee.

6.7. An acceptance protocol is to be prepared after acceptance. If the acceptance inspection resulted in execution conforming to the contract and fault-free functional capability of the contracted delivery products, this is, in any case, to be confirmed by both contractual parties in writing.

If our customer, or his authorised representative, is not present at the acceptance inspection, despite being notified by us, the acceptance according to Clauses 6.2., 6.3. and 6.4. will be carried out and an acceptance protocol prepared according to Par. 1 of this clause. This acceptance protocol is then to be signed by us. Our customer shall, in any case, receive a copy of the acceptance protocol.

6.8. If nothing different has been agreed, the customer shall bear the costs for the acceptance inspection to be carried out, e.g. travel costs, subsistence costs and reimbursement of expenses, as well as accommodation.

7. Prices, compensation for work, license fee:

7.1. Prices are stated net, without any deductions and unpackaged, this also applies to the agreed licence fee and compensation for work according to our order confirmation, if nothing different has been agreed.

7.2. Ancillary costs, such as public customs duties, levies, import and export taxes and fees, are for the account of the customer, if not otherwise stated or agreed.

7.3. The term “as supplied before”, or similar, used in the order refers only to the performance of our service, but not to prices and ancillary costs.

7.4. If our customer should exercise an expressly agreed right of withdrawal, he must at least bear those payments that are incurred and made until that time and ordered items thus put back to compensate outlays. Material that has been cut or otherwise processed, as well as material that has been solely ordered for the customer, will not be taken back. The licence fee will not be reimbursed.

7.5. To the extent that the customer has his registered office outside of Austria, he is obligated to comply with/regulate the import turnover tax of the European Union. This particularly includes the unsolicited notification to us of his VAT identification number (VAT ID). Our customer is obligated, upon request, to provide the necessary information regarding his capacity as an entrepreneur with respect to the use and transport of the delivery goods, as well as regarding statistical compulsory registration.

7.6. If nothing has been otherwise agreed, the expenses shall be charged according to our cost rates. Travel costs will be charged according to outlay (our organisational costs are also included in this).

7.7. For training and courses of instruction, the prices solely apply for the provision of the trainer. The costs incurred will be separately agreed and invoiced.

8. Payment, due date, consequences of default:

8.1. For payments to us, the place of performance is agreed to be Egg.

8.2. Ancillary costs, as described in Clause 7.2., are for the account of the customer, if nothing different is stated or agreed.

8.3. Payments are considered to have been paid on the date on which we are able to dispose of the amount in the agreed currency.

8.4. If nothing different has been agreed, payments are to be remitted immediately upon receipt of the invoice, under exclusion of any right of our customer to retention and/or set-off of counterclaims that have not been expressly acknowledged by us in writing. In any case, the bank and transfer fees are to be entirely borne by our customer.

8.5. In the event of payment default, a total of 12% p.a. default interest is agreed. Furthermore, all reminder, collection, levying and enquiry costs and the cost of a solicitor referred to by us must be reimbursed.

- 8.6. Payment by cheque requires our express agreement and will only be accepted as payment subject to receipt of the redemption value in cash.
- 8.7. If no specific allocation takes place, payment shall be applied to the oldest open claim. With individual claims, the payments themselves shall first be applied to costs, then to interest and finally, to principal.
- 8.8. In case of non-compliance with agreed payment conditions and/or the occurrence of circumstances that cast doubt upon the creditworthiness of the customer, we furthermore have a right to immediately accelerate maturity of all of our claims against our customer, withdraw from all pending purchase and/or delivery contracts and demand compensation due to non-fulfilment.

Our right to demand compensation, including the refunding of all costs already incurred in connection with the contracts from which we withdraw in such a case, shall remain unaffected by this, irrespective of whether our customer is at fault.

- 8.9. In the case of a default of acceptance of any kind, initiated by the customer, which does not enable us to adhere to the agreed terms of delivery, we shall be entitled to increase the originally agreed price, wages and licence fees, where these are still outstanding, in accordance with the Consumer Price Index 2005 published by the Austrian Statistics Office [Statistik Austria], in line with the relevant index increase.

In each case, the initial index value is the index value for the month in which the default by the customer occurred and our supply was impeded.

The customer expressly acknowledges this index clause.

Should the Consumer Price Index 2005 no longer be published by the Austrian Statistics Office, then the index increase shall be calculated on similar principles to the Consumer Price Index 2005.

- 8.10. In the case of default by our customer, we are also entitled to a self-assistance sale according to the Austrian commercial law provisions (including the UN Convention on the International Sale of Goods).
- 8.11. In executing these rights, no liabilities can be incurred against us vis-à-vis our customer, particularly no compensation claims against us.
- 8.12. The prices are subject to the Austrian Consumer Price Index 2005 (CPI 2005) (published at www.statistik.at), whereby the initial figure is agreed as the figure for the month in which the agreement was signed. For the relevant annual index increase, the relevant index figure in the November of the previous year is used, so that for the present year the fee is set using the index for November of the previous year. The total annual fee, following invoice submission in January of the current year, is due for payment in advance.

9. Reservation of ownership:

- 9.1. Until complete payment of the purchase price we remain owners of the delivered property (simple reservation of proprietary rights).

For deliveries in states where extended reservation of proprietary rights can be effectively agreed, the following extended reservation of proprietary rights also applies: We reserve the right of ownership of all goods delivered or otherwise handed over by us until the fulfilment of all - also future - claims arising, particularly also balance claims from a current account that we are entitled to vis-à-vis the customer, regardless of the legal grounds. This also applies if payments have been made on specified claims.

- 9.2. In the event of payment default, we are entitled to avail ourselves of the agreed reservation of ownership and retrieve the goods without this being equated to a withdrawal from the contract.
- 9.3. Our customer is obligated to register the reservation of ownership and immediately notify us of access by third parties (particularly attachments and the like) on reserved goods or assigned claims. The assignment of claims by the customer to us must also be documented in a suitable form (where this is the suitable method, by registration) and to be notified to the customer of the contractual partner upon invoicing him, at the latest. In such a case, the customer must inform third parties about our rights and compensate us for all costs associated with the preservation of our rights, including possible legal costs.

10. Industrial property rights, copyright and licence:

- 10.1. The software solutions, programmes and programme modules developed by us, as well as the associated execution documentation, e.g. plans, diagrams, sketches and other technical documents, as well as the samples, catalogues, brochures and images, shall always remain our intellectual property and are subject to the respective provision of the federal law against unfair competition (UWG, in its respective valid version) and the copyright act (UrhG, in its respective valid version). The return of these can be requested by us at any time and are, in any case, to be returned by our customer without being asked, in case the contract does not materialise.
- 10.2. The customer is expressly granted right of use according to the licence agreement. A transfer or simple joint use by third parties (this also includes the handing over of templates, photographs, and data from the software package) is prohibited. The licence agreement (Appendix 1) forms an integral part of this contract.

- 10.3. Any exploitation, duplication, dissemination, publication and presentation, even of parts of the documents described in Clause 10.1., is only permitted to take place with our express consent.
- 10.4. Documents provided by us are neither permitted to be duplicated nor made accessible to third parties without our express consent. They can be recalled by us at any time, without providing reasons. It only involves a non-exclusive consent for working use of programmes, programme modules or other software solutions for the agreed term of use.
- 10.5. We ensure that the services provided by us for use are not encumbered by third party rights. In this respect, it does not concern a purchase contract. Exceptions from this are hardware acquired by way of purchase.
- 10.6. A direct or indirect transfer of this working use consent to third parties, including trustees, is prohibited.
- 10.7. Any infringement of copyright or the licence agreement by our customer will result in compensation claims, including lost profit, as well as the immediate refraining from further use of the programmes and programme modules by our customer.
- 10.8. If our customer should be involved in the production of the software, this shall not result in any rights being acquired by the customer beyond the use specified in this contract.
- 10.9. For documents that our customer provides to and leaves with us for the fulfilment of the contract, he now already declares his agreement that we have the right to pass these on to our downstream suppliers, if required.
- 10.10. The preparation of copies solely for his own archive and for securing data is permitted for our customer, under the condition that the software does not contain an express prohibition by us or a third party (licenser).
- 10.11. If a product is prepared by us on the basis of design engineering information, models or other specifications of the customer and/or we are possibly claimed upon by a third party due to these circumstances for possible infringement of patent, trademark or design protection rights/copyrights, the customer is obligated to indemnify against and not hold us at all liable for this eventuality.

11. Warranty and guarantee:

- 11.1. The warranty period begins with the point in time of transfer of risk (Clause 5.). For work performance, with the date of the acceptance protocol (Clause 6.). We grant our customers a warranty period of 1 year for both the hardware and software delivered by us.
- 11.2. As the reseller, we only assume the warranty according to the scope of liability of the manufacturer, supply plant and/or producer.

Further guarantees or warranties and/or compensation shall not be assumed by us, unless something different is expressly agreed.
- 11.3. Warranty takes place for the expressly required characteristics of our products and/or for those that are conventionally required, however not for the suitability for specific processes or purposes of the customer.
- 11.4. In any case, warranty claims immediately expire upon repair by the customer, particularly if the customer intervenes in the system himself or a different software is installed.
- 11.5. It is expressly agreed that the travel costs between us and the customer are also to be borne by the customer in the case of fulfilling warranty claims.

12. Defects:

- 12.1. The work delivered by us is to be inspected for defects by our customer immediately after delivery (handover) and detailed notification of possible defects is to be directed to us (also as fax, e-mail in signed form or as a PDF file). Notification must take place at the latest within 3 working days after delivery (handover, acceptance, Clause 5.). Hidden defects are to be notified immediately after their discovery.
- 12.2. With repairable defects, we have the option to offer correction, addition of what is lacking, exchange of the goods (work) complained about or price reduction. Claims against us beyond this, particularly rights to rescission, compensation and/or substitutive execution, are excluded.
- 12.3. With non-repairable defects, we have the option to offer the exchange of the work complained about or a price reduction. Claims against us beyond this, particularly rights to rescission, compensation and/or substitutive execution, are excluded.
- 12.4. Notices of defects are not acknowledged if the work is not situated at the contractually agreed location or in the delivered condition. A return of the work complained about is only permitted with our express written approval.

13. Force majeure:

- 13.1. Events of force majeure entitle us to postpone the delivery by the period of the obstruction and an adequate start-up period, or to fully or partially withdraw from the contract. No liabilities for us can arise from this vis-à-vis the customer, particularly compensation claims. In such cases, our customer is also not entitled to unilaterally withdraw from the contract.
- 13.2. Force majeure is equated to strike, lock-out, mobilisation, war, blockade, export and import prohibitions, lack of raw materials and fuel, fire, traffic blockages, disruptions in operations or transport, as well as other circumstances that significantly impede processing of the transaction or make it impossible, whether it occurs with us, our suppliers or their downstream suppliers, with the customer, or otherwise within his sphere. Force majeure is also equated to non-delivery or non-timely delivery by our suppliers, to the extent that the cause is not our responsibility.

14. Liability:

- 14.1. We are only liable for damage to objects belonging to our customer that has occurred directly over the course of performance and has been caused through gross negligence or a deliberate act on our part. All other claims by our customer, particularly claims for any further compensation, including possible damage as a result of defects, are excluded.
- 14.2. The delivered objects only offer the safety that can be conventionally expected on the basis of licensing regulations, operating instructions and directions for use, manufacturer's, supplying plant's and/or producer's regulations and other references.
- 14.3. The customer is solely responsible for the manufacturing of his product himself, he must carry out suitable quality control for this, which is to be constantly documented and updated. The customer is expressly to note that all process flows in his operation, starting from inward delivery of the raw products, right up to outward delivery of the end product, as well as formulations for his products, are to be constantly inspected regarding the technical specifications, correctness, operating safety and completeness and all safety regulations are to be complied with. Any direct or indirect liability by us from this section is therefore expressly excluded.
- 14.4. If we are mandated to provide a solution for design engineering and control tasks, a liability claim can only be asserted against us if our customer proves that our delivery and/or performance is/was not in accordance with the general state-of-the-art.
- 14.5. Existing compensation claims against us based on mandatory legal stipulations are limited to the value of the object damaged, if this should not be permissible, then the invoice value, to the extent that this, in turn, should not be permissible according to mandatory legal stipulations, then the actual loss, under exclusion of the refund of lost profit and exclusion of compensation for subsequent damage, indirect damage and third party damage.
- 14.6. Liability by us for slight negligence is also excluded, as is the compensation of subsequent damage and damage to property, as well as savings not achieved. The compensation of interest losses and/or losses from third party claims against our customer is excluded.
- 14.7. In the case of infringement of obligations imposed on our customer by these General Business, Delivery and Licensing Conditions, as well as with claims on us with respect to damage that is caused by such products and put into circulation by our customer, our customer is obligated to indemnify against and not hold us at all liable (including possible legal and court costs) in any case, irrespective of fault. If our customer has provided a replacement to a third party with respect to a product supplied by us on the basis of the provisions of the product liability law (PHG), rights of recourse against us are excluded in any case.
- 14.8. A liability on our part for any damages of data loss as a result of missing, insufficient and not updated antivirus protection and/or firewall is excluded. It is the customers' own responsibility to take the necessary safety precautions for their computers, on which our programs run. Incidentally this is the general duty of each enterpriser, who uses a computer.

15. Repair and service conditions (support contract):

- 15.1. The carrying out of repairs on our products (hardware and/or software) shall solely take place on the basis of the defects notified to us and during normal working hours. If this information is not available, the repair will be carried out within the scope of defects identified by us (see appendix – support contract).
- 15.2. We have the option to refuse the repair if the IT solutions, programmes and/or programme modules or hardware which have been critically changed by third party intervention. This particularly applies for the controls and software supplied by us (see Clause 11.4.).
- 15.3. With repair orders, if no cost estimates have been provided by us in writing, the services that we view as being necessary and purposeful will be provided by us and invoiced on the basis of time and effort incurred. This also applies for services and extra services whose necessity and purposefulness only come to light during performance of the order, whereby this does not require special notification to the ordering party.

- 15.4. The delivery of a product that has been repaired by us shall be for the account of and at the risk of the ordering party (our customer).
- 15.5. All other claims that go beyond the pure elimination of defects (including subsequent damage) are expressly excluded, unless they are due to gross negligence by us.
- 15.6. We shall assume no liability for damage to the delivered products and accessories.
- 15.7. To the extent that we carry out a remote service via telephone or computer, the possible defect must be precisely defined and submitted to us in writing in advance by the licensee (also possible by e-mail). In this case, the customer must shut down all processes and functions in his operation during the service work and take responsibility himself for protective measures.

In this case, we shall only be liable for the licensee receiving a respective repair instruction within the scope of the described and notified defect. However, we shall not be liable for the repair being carried out properly and professionally by the licensee or for the defect thereby being faultlessly eliminated.

16. Product liability:

- 16.1. Within the scope of application of the product liability law (PHG), we are liable for damage to persons and property.
- 16.2. We are obligated to conscientiously represent the interests of our customer vis-à-vis the manufacturer, however, we must fundamentally refer our customers to the manufacturer(s) in this respect.
- 16.3. Commercial or industrial companies that have acquired hardware, IT solutions, programmes and programme modules from us are obligated to fully instruct themselves about the handling, operation and maintenance of our product. They must particularly, expressly inform themselves about the respective product-specific riskiness and possibilities for implementation, using the operating instructions.

Our customer is furthermore obligated to maintain precise documentation regarding the objects delivered by us, whether the delivered object originates from us or to whom the defect is to be attributed.

Our customer is furthermore obligated to set up, update and retain documentation for a period of 10 years from the point in time of the delivery of our supplied object.

- 16.4. In the event that we should be claimed upon within the scope of product liability law, our customer is obligated to immediately provide us with all stated documentation and other evidence free of charge, without obtaining a claim for cost reimbursement. Our customers are furthermore obligated to provide any required support.

17. Withdrawal from the contract:

- 17.1. If our customer defaults on the agreed payment or other performance (contractual obligations), we have the right, at our option:
 - to postpone the fulfilment of our obligations until rendering of the late payment or other performance by our customer,
 - to make use of an appropriate extension of the delivery period,
 - to demand immediate payment (acceleration clause) of the remaining purchase price (compensation for work) and/or
 - withdraw from the contract upon non-compliance after granting an adequate grace period.
- 17.2. We have the right to withdraw from the contract:
 - if the performance of delivery/start of continuation of performance is delayed further, for reasons that are the responsibility of the customer or despite setting a grace period,
 - if there are doubts as to the payment capability of the customer and he neither provides advance payments nor suitable collateral at our request (see Clause 8.8.),
 - if the extension of the delivery period due to the above mentioned circumstances equates to more than half of the originally agreed delivery period.
- 17.3. Withdrawal may also be declared with respect to a still open part of the delivery and service for the above reasons.
- 17.4. In the event that insolvency proceedings are initiated in respect of the assets of a contractual party or an application to initiate insolvency proceedings is rejected due to lack of sufficient assets, the other contractual party has a right to withdraw from the contract without setting a grace period.
- 17.5. Without prejudice to our compensation claims, in the case of withdrawal from the contract, already provided performance or partial performance shall be invoiced and due for payment.

This also applies if the delivery and service have not yet been taken on by the customer and/or for advance performance already provided by us. However, we also have a right to demand the retraction of already delivered objects.

18. Data protection:

- 18.1. Our customer declares his express consent to the storage of all data that is material to the business relationship.
- 18.2. The parties are obligated to maintain absolute secrecy towards third parties regarding knowledge gained from the business relationship.

19. Mediation clause:

- 19.1. For all disputes and/or conflicts arising from this contract or in connection with this contract or breach of contract itself that affect the termination or invalidity of contractual provisions, the parties shall initially attempt amicable settlement within the scope of a mediation process through a neutral third party (mediator).
- 19.2. Within a period of 4 weeks after initially addressing the conflict (see Clause 17.2.); the parties shall conclude an agreement about the procedure for such a process.
- 19.3. For the duration of the process, all deadlines are put back and strictest confidentiality and secrecy shall apply between the parties, which is to be agreed in writing.
- 19.4. In the event that agreement over mediation has not been reached within 4 weeks or the mediation process should not yield a result within 4 weeks, the parties shall settle all disputes from this process according to the following provisions.

20. Place of performance – choice of law:

- 20.1. For all contract conclusions, the place of performance is Egg for delivery and payments.
- 20.2. Substantive Austrian law, in its valid version at the time of contract conclusion, applies to the contract and these General Business, Delivery and Licensing Conditions.

21. Jurisdiction:

- 21.1. For disputes arising from agreements with our Contracting Partners, the relevant court for Egg (Bezau/Feldkirch) shall be solely responsible. We have the option of withdrawing from this place of jurisdiction clause and instead calling a court of arbitration in accordance with the agreement in Point 22.

22. Arbitration agreement:

- 22.1. If we take this option (Point 21.1.) the following arbitration agreement applies:
- 22.2. All disputes arising from this contract or referring to its infringement, dissolution or invalidity, will be conclusively decided according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), Paris, by an arbitrator to be nominated according to these rules.
- 22.3. The place of arbitration is Zurich.
- 22.4. The language for the proceedings is English/German.

23. Miscellaneous:

- 23.1. If individual provisions of this contract or these General Conditions be or become fully or partially invalid, the remaining provisions shall remain valid. In the case of partial invalidity, the contractual partners are obligated to replace the invalid provisions with provisions that come closest to the purpose of the invalid provision.
- 23.2. On the basis of the valid WEEE Ordinance, the customer already declares now to have made sufficient provision for the case that the electrical and electronic equipment acquired by us, which leaves the business assets of the customer, shall be handed over to an authorised collector or handler of such waste on our behalf and that the customer shall also assume the financing for this.
- 23.3. In the event that the contracts or the General Business, Delivery and Licensing Conditions are issued by us in German language and in another language, the German language provisions shall take priority. For contracts in English language, our General Business and Delivery Conditions in English language shall apply.

Dorner Electronic GmbH