

SMARTBOW – General Delivery Conditions

§ 1 Validity

- (1) Our deliveries, services and offers are made exclusively based on these General Terms and Conditions of Sale. These are part of all contracts, that we conclude with our customers (hereinafter referred to as "Customer" or "Buyer") for the goods we offer.
- (2) Our sales staff are not authorised to make oral agreements with the Customers in connection with the contract which deviate from the order form or these General Terms and Conditions of Sale.
- (3) Terms of business of the Customer or third parties shall not be applicable, even if the Seller has not expressly excluded the validity thereof in the individual case.

§ 2 Offer and contract conclusion

- (1) The offers and price quotes contained in prospectuses, announcements and other advertising materials are non-binding and subject to change.
- (2) The contract is considered concluded, as soon as the Buyer has accepted the offer in writing. The Customer is bound by an order that has been signed by him and not yet been accepted by us for 14 calendar days after dispatch.
- (3) Subsequent amendments and supplements to the contract require written confirmation to be valid.

§ 3 Prices

- (1) The prices do not include the statutory value added tax.
- (2) Unless expressly agreed otherwise in writing, our prices are valid for pick up from our warehouse, not including packaging, loading, disassembly, return and proper use and disposal of waste electrical and electronic devices for commercial purposes within the meaning of the Ordinance Regulating the Handling of Waste Electrical Equipment.
- (3) In the event of an order deviating from the overall offer, the Seller reserves the right to change the price accordingly.

§ 4 Payment

- (1) The amount invoiced is due within 30 days of receipt of the invoice.
- (2) Payments can only be made in our business premises or by transfer to a bank account specified by us. Technical personnel, driver, account manager and service employee in the field service are not authorised to collect payment.

- (3) The Buyer may only offset its claims against our claims, if the counterclaims are undisputed or legally established. The Buyer is also only entitled to a right of retention for counterclaims based on the same contractual relationship.
- (4) If the Buyer is in default with an agreed payment or other service from this or other transactions,
 - a) the Seller can, without prejudice to his other rights, postpone the fulfilment of his own obligations until the payment or other service is made,
 - b) make all outstanding receivables due from this or other transactions and charge interest on these amounts in the amount of 5% per month plus VAT from the respective due date, unless the Seller proves additional costs. In any case, the Seller is entitled to pre-procedural costs, in particular, reminder expenses and legal costs.
- (5) Discounts or bonuses granted are contingent on the timely provision of the full payment. In the event of late payment, including partial instalments and other contracts, agreed discounts or bonuses are deemed cancelled.

§ 5 Delivery and delivery time

- (1) Unless a fixed deadline or a fixed date has been agreed in writing, our deliveries and services shall be effected as soon as possible.
- (2) Should we not comply with an agreed delivery date, the Buyer must provide us with an appropriate grace period, which may not be less than two weeks.
- (3) The Seller is entitled to have any service and project services, such as installation work, customer support, etc. associated with the contractual service, performed by a third-party company, whereby the Seller remains responsible for these outsourced services towards the Buyer.
- (4) The Seller shall not be liable for delivery being impossible or delivery being delayed insofar as this is a result of force majeure or other events, which were not foreseeable at the point in time of conclusion of the contract for which the Seller is not responsible. Insofar as such events make delivery or the provision of the service significantly more difficult or impossible for the Seller and this hindrance is not merely temporary in nature, the Seller is entitled to withdraw from the contract. In cases where hindrances are of a temporary nature, the lead times or performance deadlines are extended or the lead times or performance deadlines are postponed for the duration of the hindrance plus an appropriate start-up period.
- (5) The Seller is entitled to make partial deliveries if the partial delivery is usable for the Customer within the framework of the intended contractual use.

§ 6 Shipping, Transfer of risk, Acceptance

- (1) We ship the goods, unless otherwise agreed in writing in individual cases.
- (2) The shipment shall be sent by the Seller only at the express request of the Client and is insured at his cost against theft, damage due to breakage, transport, fire and water or other insurable risks.
- (3) The risk is transferred to the Customer at the latest with the handover of the delivery item to the freight forwarder, carrier or other third party performing the shipping (whereby the start of the loading process is decisive).
- (4) To the extent that an acceptance has occurred, the purchased item is considered accepted, if
 - the delivery and, if the Seller also owes the installation, the installation is completed,
 - the Seller has notified the Customer of this fact with reference to the acceptance order pursuant to this § 6 (4) and has asked him to accept it,
 - twelve business days have passed since delivery or installation, or the Customer has started using the purchased item (e.g., the delivered system has been put into operation) and in this case six working days has passed since delivery or installation, and
 - the Customer has not accepted within this period due to a reason other than a defect, of which he has notified the Seller, that makes the use of the purchased item impossible or significantly impaired.

§ 7 Reservation of ownership

- (1) We reserve ownership of the delivered goods until full payment of the purchase price plus interest and costs for these goods. During the period of reservation of ownership, the Buyer may not sell the goods (hereinafter referred to as "Reserved Goods") or otherwise dispose of the property.
- (2) For access by third parties – in particular by the bailiff – the Buyer shall inform them of our ownership of the Reserved Goods and notify us immediately, so that we can enforce our property rights.
- (3) In the case of conduct of the Buyer that is contrary to the contract, in particular in case of default of payment, we are entitled to demand that the Reserved Goods be removed, if we have withdrawn from the contract.

§ 8 Warranty and Liability

- (1) In the case of defects of the delivered goods, the Buyer is entitled to the statutory rights, in particular, the Seller is obligated and entitled, at his discretion within a reasonable

deadline, to initially make a subsequent improvement or replacement delivery. In case of failure, i.e. the impossibility, unacceptability, refusal or unreasonable delay in subsequent improvement or replacement delivery, the Customer can withdraw from the contract or reduce the purchase price appropriately.

(2) The warranty period is one year from delivery or, if acceptance is required, from acceptance.

(3) Claims for damages by the Buyer due to obvious material defects of the delivered goods are excluded, if he does not notify us of the defect within a period of two weeks after delivery of the goods.

(4) Our liability for compensation, regardless of whatever legal grounds (especially in case of delay, defects or other breaches of duty), is limited to foreseeable contractually typical damage.

(5) Insofar as the Seller provides technical information or advisory services and such information or advice is not included in the contractually agreed scope of services due from him, this is done free of charge and under exclusion of any liability.

(6) The aforementioned limitations of liability do not apply to our liability due to intentional conduct or gross negligence, for guaranteed quality features, due to injury to life, body or health or pursuant to the Product Liability Act.

(7) The warranty is not applicable, if the Client changes the delivery item without the consent of the Seller or allows a third party to change the delivery item, thereby making the correction of the defect impossible or unreasonably difficult. In any case, the Client must bear the additional costs of correcting the defect incurred by the change.

(8) In individual cases, the delivery of used items as agreed with the Client is made without any guarantee for material defects.

§ 9 Withdrawal

(1) Regardless of its other rights, the Seller is entitled to, withdraw from the contract

- a) if the execution of the delivery or the start or continuation of the service is impossible or delayed, despite setting a reasonable grace period, for reasons that the Buyer is responsible for
- b) if concerns have arisen with regard to the solvency of the Buyer and the latter does not make a prepayment at the request of the Seller, provide suitable security before delivery, or
- c) if insolvency proceedings are opened on the assets of a contracting party or an application for initiation of insolvency proceedings is rejected due to the lack of sufficient assets, or the prerequisites for this exist, the other contracting party is entitled, without setting a grace period, to withdraw from the contract.

(2) Notwithstanding the claims for damages of the Seller, including pre-procedural costs, services or partial services already provided in the event of withdrawal are to be settled and paid in accordance with the contract. This also applies, if the delivery or service has not yet been accepted by the Buyer and for preparatory actions provided by the Seller.

§ 10 Copyright

The Seller retains the ownership or copyright to all offers and cost estimates issued by him as well as drawings, figures, calculations, prospectuses, catalogues, models, tools and other documents and aids provided by him to the Client. Without the express consent of the Seller, the Client may not make these items as such, nor their content, accessible to third parties, disclose them, use or reproduce them, himself or by third parties. At the request of the Seller, he has to return these items to the latter and destroy any copies, if they are no longer required by him in the ordinary course of business or if negotiations do not lead to conclusion of a contract.

§ 11 Data protection

The Customer acknowledges that the Seller automatically stores and processes data from the contractual relationship, in accordance with the provisions of the Data Protection Act (DSG). The Seller reserves the right to transfer this data to third parties, who are responsible for various services in connection with the fulfilment of the contract.

§ 12 Transfer of rights and obligations

The Customer may not sell, transfer or pledge its rights and obligations under a contract to a third party.

§ 13 Final provisions

(1) The place of jurisdiction for all disputes arising from the business relationship between the Seller and the Client is, in accordance with the discretion of the Seller, Vienna. Mandatory statutory provisions regarding exclusive jurisdiction remain unaffected by this provision.

(2) The relations between the Seller and the Client are subject exclusively to the law of the Federal Republic of Austria. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) does not apply.

(3) Insofar as the contract or these General Terms and Conditions of Delivery contain regulatory gaps, such gaps shall be filled by such legally valid provisions as are agreed, which the contracting parties would have agreed in line with the economic purpose of the contract and the purpose of these General Terms and Conditions of Delivery if they had known about the regulatory gap.