

GENERAL TERMS AND CONDITIONS

for sale and delivery of information technology including data processing equipment

(Please note that only the german version is valid)

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1 Preamble

- 1.1 The company hard-soft informationstechnologie gmbh (hard-soft) receives orders, sells, rents and delivers exclusively on the base of these general terms and Conditions. These conditions below apply to all services performed by hard-soft or a sub-contractor named by hard-soft within the scope of this contract.
- 1.2 Verbally agreed changes or additions to this contract are only effective if confirmed by hard-soft in writing.
- 1.3 Terms and conditions of the client are expressly excluded for the legal transaction and the entire business relationship.
- 1.4 The purchase contract is concluded when hard-soft either sends a written order confirmation or delivers the ordered contractual items within the acceptance period.
- 1.5 Offers are generally non-binding.

2 Delivery

- 2.1 Delivery takes place at the expense and risk of the client.
- 2.2 Partial deliveries are possible.
- 2.3 Complaints from transport damages must be submitted by the customer immediately after receipt of the goods at the transport company and at hard-soft in writing, but not later than 8 days.
- 2.4 Retention measures and storage costs, which become necessary for reasons that are in the sphere of the client, shall be borne by and at the expense of the client. The goods are deemed delivered with agreed delivery date and the purchase price is due.
- 2.5 Objectively justified and appropriate changes to the performance and delivery obligation of the company hard-soft, in particular to measured delivery time overruns, are deemed to be approved in advance by the customer.
- 2.6 Advertised delivery dates are deemed to be approximate only if no fixed date has been agreed. Force majeure or other unforeseen obstacles in the sphere of hard-soft or its subcontractors release hard-soft from the adherence to the agreed delivery time.
- 2.7 Operating and traffic disruption and improper delivery of subcontractors shall also be deemed to be force majeure and release hard-soft for the duration of the obstruction or, at the option of the company hard-soft, finally from the obligation to deliver, without the customer being entitled to any claims due to the resignation created by hard-soft.
- 2.8 If the specified delivery date is exceeded by more than 30 days, the client is entitled to rescind the contract after setting a further grace period of at least 90 days by registered letter. Hard-soft can also withdraw if delivery is rendered impossible due to force majeure, labor disputes or other hard-soft unavoidable obstacles, such as transport interruptions or production stoppages. In both cases, hard-soft is only obliged to pay interest free of any deposit received.
- 2.9 hard-soft is free to select the type of shipment of the goods and the means of transport.
- 2.10 The place of performance for delivery and payment is the registered office of the company hard-soft.

3 Prices

- 3.1 The above prices are exclusive transport, insurance, installation and installation costs and VAT. These costs will be charged additionally to the client.
- 3.2 For the calculation of the prices: the prices on the day of delivery are valid.
- 3.3 The smallest accounting unit for services is 20 minutes.

4 Payment

- 4.1 Payments are due after billing without any deduction and free of charge. For partial invoices, the terms of payment specified for the entire order apply analogously.
- 4.2 For orders involving several units, hard-soft is entitled to charge for delivery of each unit or service.
- 4.3 The client is not entitled to withhold payments due to incomplete delivery, warranty or warranty claims, or complaints.
- 4.4 In the case of hard-soft payments, compound interest, interest and

- ancillary charges, pre-litigation costs such as attorney and collection agency fees, and then extinguished principal, from the oldest debt.
- 4.5 In the event of default of payment, the contractor will charge default interest acc. §1333 ABGB charged. In the event of non-compliance with an installment, the contractor shall be entitled to have the term loss come into force and to declare any acceptance.
- 4.6 A discount deduction will only be accepted within the framework of a written agreement. Unjustified discount deductions are invariably requested and charged with reminder fees.

5 Ownership

- 5.1 The delivered machines and accessories remain the absolute property of hard-soft until full payment (including interest and costs). The client has to provide for this time for the proper maintenance (maintenance and repair) at his expense. Pledges or assignments before complete payment are excluded.
- 5.2 If the customer does not duly fulfill his obligations under the contract, then hard-soft is entitled at any time to retrieve its property at the expense of the client, to which the client commits to surrender.
- 5.3 If the goods are seized or confiscated, the customer undertakes to provide hard-soft within three days and to issue all necessary hardware necessary to enforce the right of ownership.
- 5.4 If third parties access the goods still subject to retention of title by hard-soft or assert claims, the client undertakes to point out that these goods are the property of hard-soft.
- 5.5 The assertion of the retention of title by hard-soft does not constitute a withdrawal from the contract by hard-soft.

6 Assignment of debts

- 6.1 In the event of delivery under retention of title, the customer already assigns his claims to third parties hard-soft, insofar as these arise through the sale or processing of our goods, until the final payment of our claims on account of payment. Upon request, the client must name his contractors and inform them in good time of the assignment. The assignment is to be made visible in the business books, delivery notes, invoices, etc. to the customer.
- 6.2 If the client is in default of payment with his payments, incoming sales proceeds are to be separated from him and to be held only in the name of the company hard-soft. Any claims against an insurer are already assigned to hard-soft within the limits of § 15 of the Insurance Act.
- 6.3 Claims against hard-soft may not be assigned by the client without his express consent.

7 Cost estimate

- 7.1 The cost estimate is made according to the best of our knowledge, but no guarantee can be given for the accuracy.
- 7.2 All offers are non-binding. The cost of reimbursing a cost estimate, if any, will be charged to the client.
- 7.3 Plans, sketches, cost estimates and other documents, as well as brochures, catalogs, samples and the like remain the intellectual property of the company hard-soft. Any use, in particular the distribution, duplication and publication - even in parts - requires the express consent of the company hard-soft. In the event of unauthorized disclosure, a one-time contractual fine of EUR 250, - is agreed.

8 Reminder and collection charges

- 8.1 In the event of late payment, the client is obliged to refund hard-soft all pre-trial costs incurred by him, such as attorney's fees and costs of debt collection agencies.
- 8.2 Insofar as hard-soft operates the dunning system itself, the Client undertakes to pay an amount of EURO 10, - plus the usual interest and costs, per reminder.
- 8.3 In addition, the client shall compensate any further damage, in particular also the damage resulting from non-payment of correspondingly higher interest on any credit accounts of hard-soft, irrespective of the default of payment.

9 Warranty, guarantee and liability

- 9.1 If a defect occurs in the delivered goods, the client may initially only request the improvement or replacement of the goods, unless the improvement or replacement is impossible or hard-soft compared to the other Remedy would be associated with a disproportionate effort. Whether this is the case depends on the value of the faultless goods, the severity of the defect and the inconvenience associated with the other remedy for the transferee. hard-soft undertakes to carry out the improvement or replacement after delivery of the goods by the client within a reasonable period.
- 9.2 If both the improvement and the exchange are impossible or involve a disproportionately high expenditure for hard-soft, the client has the right to a price reduction or, if it is not a minor defect, the right to conversion. The same applies if hard-soft denies the improvement or exchange or fails to do so within a reasonable period of time, if these remedies for the client would involve considerable inconvenience and if trippi-gen, in the person of the firm hard-soft reasons are unreasonable.
- 9.3 It is agreed that the customer must assert his right to warranty for movable and immovable property within the meaning of §933 ABGB within six months in court. This provision does not apply to consumer transactions under the consumer protection law.
- 9.4 The warranty does not cover wear parts and accessories (such as data carriers, toner cartridges, etc.) as well as defects after or due to unauthorized interference by third parties. If the contractual objects are used in conjunction with third-party devices and / or programs, there is a warranty for defects in function and performance of the contractual objects only if such defects also occur without such a connection.
- 9.5 In addition to the warranty, additional warranty services may be ordered. These terms and conditions also apply. In the event of such warranty, hard-soft declares that this warranty does not affect the customer's warranty. The warranty is specified by the manufacturer and does not include services by hard-soft in the course of processing a warranty claim.
- 9.6 For the execution of warranty services, such as if, for example, the shipment of a defective device to the manufacturer, the customer will be charged a handling fee of EUR 12, -. If a considerable additional effort is required for the implementation, this will be charged to the client.
- 9.7 If hard-soft considers a major defect in the software program, the client is obligated, for the purpose of a detailed examination of any errors that may occur, to appropriately select the computer system, software program, protocols, diagnostic documents and data that it uses for testing purposes to provide hard-soft for normal working hours free of charge and to support the contractor.
- 10 On Bill**
- 10.1 A set-off of alleged counterclaims of the client against claims of the company hard-soft is excluded, unless this counterclaim has been determined by a court or recognized by hard-soft in writing.
- 11 Force majeure**
- 11.1 Force majeure or other unforeseen obstacles in the sphere of hard-soft releases them from the fulfillment of the agreed obligations. Operating and traffic disruptions in the area of the client shall also be deemed to be force majeure and free hard-soft for the duration of the obstruction of the service to be provided, without the customer thereby being

entitled to price reduction.

12 Software services

- 12.1 All agreements regarding software services (organization, programming, system software, etc.) are subject to the terms of the hard-soft software contract and in any case constitute separate legal transactions.
- 12.2 For the two products treatsoft and Sophy, which are provided for a monthly rent, beyond these conditions, the agreements from the separately concluded contracts apply.
- 12.3 hard-soft expressly points out that the use of software is bound to license agreements with the respective manufacturer. Any violation of these contracts, such as the use of illegal licenses is not permitted, hard-soft assumes no liability for any consequences arising from actions contrary to the license terms.

13 Preparation of the site

- 13.1 The client has to provide a space with power connection in good time before the delivery of the object at its own cost and in accordance with the specifications of the company hard-soft. hard-soft will assist on request of the client by expert advice against reimbursement of costs, to prepare the place of installation perfectly.
- 13.2 In addition, the client must also check the suitability of the transport routes from the entrance to the place of installation and, if necessary, at his expense. The installation and storage conditions are to be observed.

14 Product liability

- 14.1 Recourse claims within the meaning of § 12 Product Liability Act are excluded, unless the person entitled to recourse proves that the error was caused in the sphere of hard-soft and was at least caused by gross negligence.

15 Jurisdiction and applicable law

- 15.1 For any disputes, the local jurisdiction of the relevant court for the headquarters of the company hard-soft is considered agreed (District Court Rattenberg, Landesgericht Innsbruck).
- 15.2 Austrian substantive law applies. The applicability of the UN Sales Convention is excluded.
- 15.3 Anyone who has his domicile, habitual residence or place of employment in his home country because of disputes arising from this contract shall have jurisdiction over any of the courts in whose district the consumer has his domicile, habitual residence or place of employment.

16 Privacy and change of address

- 16.1 The client grants his consent that the personal data contained in the purchase contract can be stored and processed by hardware in compliance with the contract.
- 16.2 Changes to the address of the client have to be announced by the client without delay.

17 Final provisions

- 17.1 For the sale to consumers within the meaning of the Consumer Protection Act, the above provisions apply only to the extent that the Consumer Protection Act does not mandate other provisions.
- 17.2 If individual provisions of these terms and conditions are or become invalid or ineffective, this shall not affect the validity of the remaining provisions.