

GENERAL TERMS & CONDITIONS

Version 1.1

- (1) **CONDITIONS:** Acceptance of Purchaser's order is expressly made conditional on assent to the terms and conditions set forth herein and on attachment(s) hereto, and they shall constitute the complete agreement between the parties. No modification of the terms of this order shall be valid unless accepted in writing by the Seller at its main office. All our activities are subject to these terms and conditions. Differing terms and conditions of Purchaser or Seller's suppliers and customers are non-binding for Seller, even if they are not expressly excluded.
- (2) **PRICES:** Prices and other terms quoted by Seller are subject to change without notice. All prices are EXW (according to Incoterms) and do not include charges for freight, insurance or handling, unless otherwise indicated. The prices of the products do not include VAT, any other sales, use, excise or similar taxes. The amount of any present or future sales, use, excise or similar tax applicable to the sale of the products shall be borne and paid by the Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax-exemption certificate acceptable to the taxing authorities involved.
- (3) **DELIVERY SCHEDULES:** Delivery dates stated by Seller are always non-binding, in the event of delay claims for damages are excluded. All delivery shall be made to carrier EXW Seller's warehouse, and risk of loss or damage to or destruction of the purchases from and after their delivery to the carrier shall be with the Purchaser. Arrangement of insurance of products is the responsibility of the Purchaser unless specifically stated on the Purchaser's Order. When shipping instructions are not furnished, Seller will ship via the most practical route considering cost and require date of delivery. Unless specified in Purchaser's order that shipment must be complete, Seller had the option to make partial shipments.
- (4) **PAYMENT TERMS:** Terms of payment will be expressly provided herein. Unless otherwise agreed, the purchase price will become due and payable by Purchaser immediately after receipt of products or invoice, which ever is first. All products remain in property of Seller until full payment is received. Seller may require payment in advance before making any shipment, or may extend terms of net 30 days if sufficient credit information has been provided and approved. Purchaser agrees to pay Seller interest on any payments that are received beyond the payment date described herein, at a rate equal to the maximum rate permitted by law. Purchaser shall be responsible to pay any reasonable attorney's fee should collection of unpaid invoices become necessary.
- (5) **RESERVATION OF PROPRIETARY RIGHTS:** Seller's products are delivered subject to reservation of title until the invoice is completely paid. Products delivered to commercial traders are subject to reservation of title until all, as well future and conditional accounts receivable and debt claims resulting from the contractual relationship between Seller and Purchaser are paid. In case the Purchaser does not satisfy his obligations in spite of Seller's demand note Seller is authorized to take possession of the products delivered any time Seller likes. The Purchaser authorises Seller definitely to take possession of the products delivered subject to reservation of title any place they are, as well as to disassembly. The respective owner of the products is irrevocably legitimated to release the goods.
- (6) **RETURNS:** In the event of return of any products for warranty reasons or the like, the Seller must approve all returned products in writing. All transportation charges for returned products will be prepaid by Purchaser. A restocking charge may be applied. Proof of shipment will only be provided upon request and only for good business purposes.
- (7) **CLAIMS FOR DAMAGE:** Unless otherwise stated in writing, Seller assumes no responsibility for collection of loss or damage claimed. Purchaser is responsible to file any claims for loss, pilferage, or damage in transit with the carrier from which shipment is received.
- (8) **WARRANTY:** Seller warrants that at the time of delivery from Seller's warehouse the products supplied will be free from defect in material and workmanship. The warranty period will be 6 (six) months (24 months with consumer) starting at delivery of the product according to EXW Seller's warehouse (Incoterms) as set forth in Article 3. Seller has the option to repair, adjust or replace its product or service proved to be defective at time of delivery. In such an event Purchaser shall not have the right for price reduction or redhibition of this agreement. Seller shall in no event be liable for any injury, direct or consequential, arising out of the use of or the inability to use the product. Before purchasing the product, the Purchaser shall determine the suitability of the product for his/her intended use, and Purchaser assumes all risk and liability with use of the product. Liability for defects is excluded if faults, impairment of serviceability or damage are caused by: the products delivered by Seller have been repaired or processed by any third party; the serial number, manufacturing marks or other signs the products have been permanently marked with have been removed, changed or made unrecognizable; a different software is used for devices; defects caused by normal wear and tear, accidents or improper handling.
- (9) **LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary contained herein, in no event shall Seller have any liability to Purchaser for any special, indirect, incidental, or consequential damages for any reason whatsoever relating to or arising out of the subject of these Terms and Conditions (including, but not limited to, Purchaser's order). Liability in all cases is restricted to the amount of the purchase price. Any further liabilities in all cases are excluded.
- (10) **SPARE PARTS:** Spare Parts ordered may be new or remanufactured.
- (11) **FORCE MAJEURE:** Seller will make every reasonable effort to complete shipment when indicated, but shall not be liable for any loss or damage, delay in delivery, or failure to deliver due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any government rules or regulations, acts of God, acts of civil or mandatory authorities, acts of purchaser, strikes, riots, war or inability of Seller to obtain necessary materials, components, service or facilities. Should a

delay occur due to a force majeure event, Seller will be released from its obligations under the agreement and may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

- (12) ASSIGNMENT: Neither party may assign any rights of obligations under this agreement without the written consent of the other

Party.

- (13) GOVERNING LAW: This agreement shall be governed by and interpreted in accordance with the laws of Austria, without giving effect to conflict of law principles. The parties agree to submit to the exclusive jurisdiction of the competent courts of Vienna, Austria for any and all disputes arising out of or in connection with this Agreement.

TERMS & CONDITIONS FOR SALE OF SOFTWARE

In addition to General Terms and Conditions of cmotion GmbH (CMOTION), the following Terms and Conditions for Sale of Software apply.

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- (3) DISCLAIMER OF WARRANTIES: To the extent allowed by local law, this software is provided to Purchaser "as is" without warranties or conditions of any kind, whether oral or written, express or implied. CMOTION specifically disclaims any implied warranties or conditions of merchantability, satisfactory quality, non-infringement and fitness for a particular purpose.
- (4) LIMITATION OF LIABILITY: CMOTION shall only be liable for any damages caused by willful misconduct or gross negligence. Any liability of Seller is limited to the direct, reasonable foreseeable damages. Except to the extent prohibited by local law or stated otherwise in this agreement, in no event will CMOTION or it's employees or officers be liable for special, incidental, consequential or other damages (including lost profit, lost data, or downtime costs), arising out of the use, inability to use, or the results of use of the software, whether based in warranty, contract, tort or other legal theory, and whether or not advised of the possibility of such damages. Purchaser's use of the software is entirely at Purchaser's own risk. Should the software prove defective, Purchaser assumes the entire cost of all service, repair, or correction.
- (5) RETURN POLICY: Software that is not specifically referred to as "trial software", or that includes the "source code", cannot be returned for a refund. Should Purchaser experience a problem with any purchased software, CAMADEUS offers support services to assist with any technical issues. There are no refunds on installation services or any software that has been installed, downloaded, or emailed to Purchaser.
- (6) SUPPORT SERVICES: Some software and services purchased from CMOTION may include limited free support (technical support, re-downloads, and free updates may be limited to 1 year from date of original qualifying purchase). Unless stated otherwise, the free support is only available through our website/email. If Purchaser requires more advanced technical support or require telephone assistance, additional consulting services or a support plan is available for value. We reserve the right to change our support policy at anytime.
- (7) INSTALLATION: Purchaser must make every attempt to safeguard Purchaser's data and other files during installation, when upgrading, or when installing an update. CMOTION does not assume responsibility for loss of data or any other losses that result from installation, upgrading, or updating of the software. Hard disks should be backed up on a regular basis and should always be backed up before Purchaser begins any installation tasks.
- (8) GENERAL DISCLAIMER: CMOTION neither assumes nor accepts any liability for any loss, damage, theft, misuse, malfunction, etc. of Purchaser's hardware or data or anything else that Purchaser may own regardless of the cause or reason for any such misfortune. CMOTION, it's officers, and employees will not be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party.