

General Terms and Conditions

Version as of 01. February 2023

1. SCOPE OF APPLICATION

- 1.1 The following General Terms and Conditions (hereinafter: "GTC") apply to all legal transactions between the „Base IT GmbH“(hereinafter: “Supplier”) and its partners (hereinafter: “Customer”).
- 1.2 These General Terms and Conditions shall apply to all present and future sales and services the Supplier provides to the Customer, even in cases, in which no explicit reference is made to these GTC upon conclusion of the contract. The version which is valid at the time of concluding the agreement is decisive. The Customer may view and download the current version of our Terms and Conditions at www.baseit.at/agb/.
- 1.3 The Supplier reserves the right to change and/or modify these GTC at any time with immediate effect. The Supplier shall immediately inform the Customer of any changes to these Terms and Conditions. Amendments shall enter into force by means of notification of the Customer and shall apply to all subsequent orders.
- 1.4 Supplier and Customer expressly agree that these Terms and Conditions apply exclusively. Deviating Terms and Conditions of the Customer shall only apply if the Supplier expressly agrees in writing. By accepting an offer or placing an order the Customer waives the use of his own GTC. Contractual performance on the Supplier’s part shall never be considered an agreement to deviating Terms and Conditions.
- 1.5 The Supplier concludes contracts and provides goods and services exclusively to other businesses.
- 1.6 Any alterations and amendments to this contract shall be made in writing (email or fax shall suffice). This shall also apply to the cancellation of this form requirement.
- 1.7 Employees of the Supplier, which do not have signatory powers, are not authorized to conclude verbal or written agreements or amendments to these GTC or the underlying contract.

2. SCOPE OF SERVICE

The Supplier provides hardware and software deliveries as well as IT services, in particular consultation-, planning, installation- and maintenance services. The precise scope and remuneration shall be specified in an individual contract.

3. COST ESTIMATE

- 3.1 Providing a cost estimate does not obligate the Supplier to accept an order for the realization of the services listed in said cost estimate.
- 3.2 Cost estimations are provided for a fee; in case of order placement, the amount paid will be credited to the Customer’s account.
- 3.3 An estimation of costs shall be created to the best of the Supplier’s expertise; however, the Supplier does not assume any liability for its accuracy.

4. OFFERS/ ORDERS

- 4.1 Unless otherwise specified, the offers issued by the Supplier are non-binding. All offers shall be issued in writing.
- 4.2 All orders are subject to acceptance.
- 4.3 In the event, that orders differ from the offer, the Supplier expressly reserves the right to modify the prices.

5. SCOPE OF PERFORMANCE

- 5.1 The precise scope of the services as well as remunerations are governed by an individual contract.
- 5.2 The Supplier is entitled to select the right employee to carry out the contractual services and to replace any employee with another member of staff or third party with suitable qualifications.
- 5.3 The Supplier is entitled to subcontract the assignment to a qualified third party of its own choosing.
- 5.4 The Customer agrees to accept products with minor deviations and reasonable modifications by virtue of technical considerations.
- 5.5 The Supplier shall be exempt from all responsibilities under the present contract, regarding:
 - a. subsequent alterations or changes made at the instigation of the Customer;
 - b. programme changes due to changes in statutory requirements if they require a change in program logic;
 - c. the rectification of defects caused by the Customer or third parties.
- 5.6 Services provided free of costs may be discontinued at any time without prior announcement.
- 5.7 Hardware shall be delivered in the condition and with the same properties the manufacturer's batched flow production dictates at the time of order. Due to quick technical advances the supplier is authorised to deliver products deviating from the Customer's order as long as they are at least equivalent to those ordered and offer comparable functionality. Brochures, offers and other information or advertising material (especially illustrations, drawings, technical information) are approximate values only. They are neither warranted characteristics nor do they justify a contractual claim to a specific nominal quality of the products.

6. SPECIAL PROVISIONS RELATING TO SOFTWARE

- 6.1 By ordering third party-licensed software the Customer acknowledges the manufacturer's licensing terms and scope. All software is subject to the software publisher's GTC and licencing agreement, the terms of which the Customer agrees to adhere to.
- 6.2 In the absence of any other agreement, the Customer is responsible for obtaining any software licences if software installation is desired.
- 6.3 If an order includes the delivery of hardware as well as separately charged software installations to be rendered on said hardware and a duly executed software installation has to be repeated due to hardware defects that are of no fault of the Supplier, the Supplier is entitled to compensation for the original software installation as well as the subsequent one.
- 6.4 The Supplier assumes no warranty that:
 - a. the delivered software products meet the Customer's requirements and is compatible with all installed programs or hardware arrangements selected by the Customer,
 - b. the programmes will run without interruption,
 - c. all software errors can be resolved.
- 6.5 Warranty shall be limited to reproducible (continuously repeatable) defects of the programme function.
- 6.6 The distribution or short-term surrender of the ordered software to third parties is prohibited in all cases.

6.7 The obligation to provide updates for digital services as well as goods and services with digital elements according to Section 7 of the The Austrian Consumer Warranty Act shall be expressly excluded.

7. SPECIAL PROVISIONS RELATING TO SERVICES/ TERMINATION OF SERVICES

7.1 Unless otherwise agreed, either party may terminate a continuing obligation by giving six months' notice on the last day of any calendar month. Services, products or licenses of third parties (e.g. Microsoft services) are subject to the provisions of those third parties.

7.2 If the Customer terminates the contract without notice or if the Supplier terminates the contract due to default in payment on the Customer's part or due to other reasons by a fault of the Customer, the Supplier is entitled to a lump sum compensation of 45 % of the costs regularly arising in the period between the untimely termination and the next regular termination date, without prejudice to Supplier's others rights. When determining the compensation, the known price-determining factors and order frequencies shall be taken into consideration.

7.3 The Customer may request a change in the number of hours included in the underlying contract by giving three months' written notice on the last day of any calendar month.

8. CUSTOMER'S OBLIGATION TO COOPERATE

8.1 Unless otherwise specified, the contract shall be executed at the Supplier's headquarters. All deliveries and shipments shall be made on the ordering party's account and risk. The risk of performance passes to the Customer as soon as the seller holds the object of purchase ready for collection or hands it over to the carrier. The risk of performance also passes to the Customer as soon as the Customer is deemed to be in delay of acceptance.

8.2 The Customer will reimburse all costs the Supplier incurs under the Austrian Packaging Ordinance.

8.3 The Customer will reimburse all storage costs the Seller incurs for reasons that lie within the Customer's responsibility.

8.4 Unless otherwise agreed, transport costs will be incurred separately for every delivery and invoiced to the Customer. The carrier's fees apply. The Supplier may choose the carrier.

8.5 The Customer is obligated to provide the Supplier with documents and other required information in a timely manner and make available the responsible contact person for organisational meetings. The Customer must also provide the Supplier with ample computer time (including operating- and system support) and test data.

8.6 If the Customer fails to meet its obligations under this Section despite a written request, the Customer shall be deemed in default of acceptance.

9. PERFORMANCE AND DELIVERY

9.1 Delivery and shipment dates are stipulated in an individual contract.

9.2 Delivery and shipment dates are estimates only unless expressly stated otherwise (in writing).

9.3 The Supplier emphasises that especially hardware delivery dates are presently not foreseeable. A fixed delivery date will therefore not be announced until it is physically available to the Supplier.

9.4 The Supplier is not liable, either directly or indirectly, for any delays that do not stem from the sphere of the Supplier. Estimated delivery dates as well as fixed delivery dates shall be extended accordingly. Optionally the Supplier may withdraw from the contract.

9.5 The Customer shall bear all additional costs the Supplier incurs due to delays caused by circumstances beyond the Supplier's reasonable control. In this event, the Customer shall neither be entitled to withdraw from the contract nor to claim any kind of damages whatsoever.

9.6 Circumstances that shall be deemed beyond the Supplier's reasonable control - irrespective of whether these events occur at the Supplier's premises or those of its suppliers or subcontractors - include but are not limited to war or comparable warlike acts, insurrection, acts of terrorism, lawful or unlawful official acts, compliance

with laws or government orders, epidemics, pandemics, failure to obtain import or export permits, currency and trade restrictions, embargos, sanctions, traffic breakdowns, natural disasters, floods, explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunication, information systems or power, general labour unrest such as boycotts, strikes and lockouts, slowdown strikes, occupation of factories and buildings. In these cases, the Supplier shall be released from its obligation to perform for the duration of the effect.

- 9.7 It is the Customer's responsibility to obtain all required official permits. If the Customer fails to obtain those permits on time the estimated delivery dates shall be extended accordingly. The Customer is neither entitled to withdraw from the contract nor to claim any kind of damages whatsoever.
- 9.8 If delivery becomes impossible due to the circumstances mentioned in Sections 9.6 and 9.7, the Supplier may withdraw from the contract without incurring any counterclaims whatsoever. This also applies if those circumstances occur whilst either party is already deemed in default.
- 9.9 Formal acceptance shall take place immediately after delivery. The formal acceptance shall be carried out by an authorised employee with specialised knowledge in IT matters. In the event, that discrepancies are discovered, a list of all perceived discrepancies must be sent to the Supplier within 10 days of the delivery. The Supplier is entitled to determine the period to eliminate the defects. If the Customer does not confirm the acceptance or declare discrepancies the delivery shall be deemed to have been irrevocably accepted. Delays in acceptance shall entitle the Supplier to immediately demand full payment.

10. PRICES

- 10.1 Prices are stipulated in a separate contract and exclusive of VAT and, unless otherwise agreed, also exclusive of any other taxes, charges, and fees. All prices are listed in Euro. VAT is to be paid additionally.
- 10.2 Data carriers as well as possible contracting fees shall be charged separately unless they are already included in the hardware price.
- 10.3 Additionally, the Customer bears all cash expenses and other incidental expenses (e.g. kilometre allowance, tickets, overnight stays) unless otherwise agreed. Travel times shall be deemed working hours.
- 10.4 Services, including but not limited to staff instruction and training, shall be charged according to the hourly rates enclosed to this agreement in Annexe I.
- 10.5 In the event, that the Supplier incurs costs for data links while performing his obligation, the Customer shall bear those costs.
- 10.6 The Supplier reserves the right to charge the Customer a surcharge of EUR 15,00 for below – minimum – quantity – orders. Minimum order value is EUR 100.
- 10.7 If costs, particularly wage costs and/or procurement costs demonstrable increase or decrease between the time of contract conclusion and the rendering of the service, whether by virtue of the law, ordinance, collective labour agreement, bylaw, official recommendation, other official measures, or due to changes in world market prices, the Supplier reserves the right to adjust the price proportionally unless less than two months have passed between order placement and execution of the service.
- 10.8 Indexation Clause: All the Supplier's prices are subject to an annual indexation in accordance with the increase in the Austrian Consumer Prices Index published by the Central Statistical Office in Vienna. The published annual Consumer Price Index value valid in the year of the conclusion of the contract or the annual value of the last adjustment shall serve as the basis for calculation (base year value). Any adjustment of prices shall be carried out in January or at the latest after the final publication of the Consumer Price Index - but in any case, retroactively for the January invoice – by dividing the current index value by the index value of the base period. The Supplier's prices shall only be adjusted if the calculated indexation value exceeds 3%. Once the prices have been adjusted, the year in which this adjustment was made shall become the new base year for further calculations. The Supplier may waive his right to adjust the prices without prejudice to future adjustments.

11. PAYMENT CONDITIONS

- 11.1 Payment is due 14 days from the date of the invoice. The payment conditions equally apply to partial invoices.
- 11.2 The Supplier shall be entitled to make and invoice partial deliveries. Delays in payment shall entitle the Supplier to immediately demand payment of the outstanding amount.
- 11.3 In the event, that the Customer is deemed to be in delay of payment, the Supplier shall be entitled to charge the Customer all costs, expenses as well as default interests pursuant to Section 15.3 of this agreement.
- 11.4 The Customer shall not be entitled to offset payments against Supplier's claims, withhold payments or withhold performance of any other legal obligation. A right of retention may only be asserted by the Customer if his claim has been acknowledged by the Supplier in writing or was awarded to him in legal proceedings.

12. RETENTION OF TITLE

- 12.1 The Supplier retains ownership of all items until full payment has been made. During the existence of the retention of title, the Customer may neither pledge nor otherwise transfer the item as security.
- 12.2 The Customer is entitled to resell the delivery item in the ordinary course of business. In the event of resale, the Customer hereby assigns all claims against his customer arising from the resale to the Supplier as a security without any further declarations being required. The Supplier accepts the transfer. After transfer, the Customer stays authorized to recover the claim, but the Supplier reserves the right to collect the claim himself as soon as the Customer does not fulfil his payment obligations and is in default in payment. The Customer shall inform its own customers and other third parties of the Supplier's existing rights to the items and shall ward off any unauthorised access. Customer shall notify the Supplier without delay of any issues regarding the retained items.
- 12.3 In the event of default of payment, seizure, confiscation, or other compulsory execution measures, the Supplier reserves the right to reclaim the reserved goods without resulting in the cancelation of the contract. The Customer is obligated to surrender the goods.

13. WARRANTY

- 13.1 Insofar as the Customer is entitled to statutory warranty rights the warranty period shall be 12 months. The warranty period begins with the delivery of the goods.
- 13.2 Section 933b of the Austrian Civil Code "right of recourse" shall be expressly excluded.
- 13.3 Section 924 of the Austrian Civil Code "Assumption of Deficiency" shall be expressly excluded.
- 13.4 The warranty for used products shall be excluded.
- 13.5 To exercise his warranty rights, the Customer must provide a defect notification. Obvious defects must be reported within 10 days of delivery, hidden defects immediately upon recognition. The notification shall contain a list of all defects including a detailed description of the perceived discrepancies. The Customer bears the burden of proof that he submitted the defect notice in due time. If the Customer does not raise a deficiency claim within the aforementioned time period, the goods or services shall be deemed irrevocably approved.
- 13.6 If the warranty claims were raised in a timely manner, the Customer's claims shall initially be limited to the remedy of the defect (repair) or the delivery of an object free of defects (replacement), at the discretion of the Supplier. Failing successful repair or replacement within a reasonable period, the Customer shall be granted an appropriate price reduction. The same applies if the Supplier considers the repair or replacement to be unreasonable or uneconomical. Repair, replacement, and price reduction shall be the sole remedy of the Customer regarding warranty claims. Cancellation of the Contract shall be excluded.
- 13.7 Regarding third party - hardware or - software products, the Supplier may choose whether to directly assert his own warranty claims against the manufacturer or to assign these rights to the Supplier.
- 13.8 The Supplier may choose whether to replace or repair the defective goods on the Customer's premises or to have them returned for repair on the Supplier's own premises. Ancillary costs incurred during repair or

replacement, such as travel expenses (if the repairs is performed on the Customer´s premises) or transport costs (if the repairs is performed on the Supplier´s premises), shall be borne by the Customer.

13.9 For services, products or licenses of third parties for which the Supplier only acted as a broker (e.g. Microsoft services), the third party becomes the Customer´s direct contractual partner. Therefore the terms and conditions and terms of use of those third parties apply. The same applies for warranty and guarantee provisions of these direct contractual partners and any other third-party manufacturers.

13.10 The Supplier assumes no warranty for:

- a. natural wear and tear;
- b. inappropriate or incorrect use, defective or negligent treatment, incorrect alterations to components, interface and parameters, unsuitable equipment and replacement materials, defective assembly by the Customer or third parties, or defects deriving from changed operating conditions (especially due to diverging installation or storage conditions);
- c. subsequently added hardware or software items unless the combination has previously been expressly approved by the Supplier in writing;
- d. incorrect alterations or repairs or hardware or software products conducted by the Customer or third parties.

13.11 The Customer bears all costs the Supplier incurs due to unfounded warranty claims.

14. LIABILITY

14.1 The Supplier shall only be liable in cases of intent and gross negligence. Liability for slight negligence shall be expressly excluded with the exception of personal injury.

14.2 Compensation claims expire within six months, beginning from the recognition of the damage, however, no longer than 12 months from the delivery or performance of the contract.

14.3 Any liability and compensation claims for loss of data or information, production downtime, consequential damage, lost profit, pure financial loss, indirect loss, lost interest and losses from third-party claims asserted against the principal shall be excluded.

14.4 Compensation claims are limited to the amount covered by the Supplier´s public liability insurance.

14.5 The "right to recourse" of the Austrian product liability law shall be excluded.

15. DEFAULT IN PAYMENT

15.1 If the Customer is deemed to be in default in payment, the Supplier reserves the right:

- a) to postpone the fulfilment of the Supplier's own obligations until this payment has been made, and
- b) to claim an appropriate extension of the delivery period, and
- c) to request the immediate payment of all still unpaid receivables from this or any other transaction between the parties, and
- d) to withhold the delivery or performance of other business transactions, and
- e) to claim statutory default interest at 9,2 % above the base interest rate according to § 456 UGB as well as any additional costs and expenses, such as pre-litigation costs, in particular legal fees and all other costs and expenses necessary to enforce payment, and
- f) to immediately withdraw from or cancel the contract.

15.2 In the event, that payment by instalments has been agreed upon, the Supplier may declare due the entire amount as soon as the Customer fails to make payment of any of the instalments on time.

16. WITHDRAWAL

- 16.1 In the event of delay in acceptance on the Customer's part or other important reasons, such as delay in payment, bankruptcy proceedings or other concerns regarding the Customer's solvency, the Supplier shall be entitled to withdraw from the contract immediately.
- 16.2 If the Customer withdraws from the contract or if he requests its cancellation without being entitled to do so, the Supplier shall be entitled to either insist on the fulfilment of the contract or to consent to its cancellation.
- 16.3 In any of the scenarios mentioned in section 16.2, the Customer is obligated to pay the cancellation fee of 45% of the entire order sum.

17. COPYRIGHT

- 17.1 The Supplier reserves all ownership rights, including intellectual property rights, of offers, service specifications, technical documentations, programmes, data, data carriers, cost estimates, know-how and other documents attached to the offer and/or the contract. The Customer does not by virtue of participating in the production acquire any rights beyond its use as set forth in this agreement. Any infringement of the copyrights of the Supplier will result in the right to claim damages, in which case the Supplier shall be entitled to full satisfaction.
- 17.2 By making full payment, the Customer shall receive a non-transferable and non-exclusive right to use the software in compliance with the current program release and contractual specifications. This granting of rights does not include any third-party products, programmes, or services. Regarding such products, the provisions of those third-parties apply.
- 17.3 The Customer shall not be granted any rights regarding source programmes, especially no right of usage or possession. If agreed in writing and paid for by the Customer, the source programme may be deposited into escrow.

18. CONFIDENTIALITY

- 18.1 Both parties irrevocably pledge to keep in confidence all and any business and trade secrets made accessible or provided to by one of the parties in connection with or as a result of a business relationship even after the contract has been terminated. All information, including but not limited to contractual content, offers, performance calculations, operating methods, security measures, know-how, and any related information disclosed by the disclosing party to the receiving party in any form, whether written, oral or digital, shall be deemed to be confidential information. All confidential information shall remain the property of the disclosing party.
- 18.2 Section 18.1 shall not apply, if the Supplier engages a third party pursuant to Section 5.3 if this is necessary to fulfil the contractual obligations.
- 18.3 Irrespective of section 18.1, the Supplier is entitled to include the Customer into the Supplier's list of references published on the Supplier's website or print materials. The reference list contains the following information: trade name, address, logo or trademark and area of expertise. The right to the inclusion into the Supplier's list of references shall be a non-exclusive right free of temporal or geographic restriction and shall be effective until revoked by the Customer in writing.

19. DATA PROTECTION

A data processing agreement as defined by Section 28 Para. 3 GDPR shall be concluded separately.

20. DATA SECURITY

- 20.1 The Supplier undertakes state-of-the-art data security measures in line with the industry standard to ensure compliance with the laws governing the protection of personal data. The Supplier shall not be liable if third parties nevertheless succeed in illegally obtaining access to the data.

20.2 The Customer is obligated to keep passwords a secret. The Customer is liable for any damages that stem from breaching this provision. Unless otherwise specified, the Customer bears exclusive responsibility for the security of his data.

21. LOYALTY

21.1 The Customer undertakes not to – directly or indirectly via third companies - headhunt or hire any employees working for the Supplier during the contractual period and for a year after the termination of the contract unless the Customer obtains the Supplier’s prior written consent. This includes the obligation not to offer the respective employee a job during the employee’s cancellation period as well as during the duration of their commitment to the competition clause (12 months from the end of their employment relationship) and not to otherwise entice or support the respective employee in his plans to leave his employment with the Supplier.

21.2 A lack of conformity to Section 21.1 of this agreement constitutes a fundamental breach of contract. Every single breach whether caused by the Customer itself or by third parties related to the Customer (third parties in which the Customer has a direct or indirect interest, controls such third parties or is controlled by such third parties), shall obligate the Customer to pay a contractual penalty, irrespective of fault and not subject to judicial mitigation, in the amount of EUR 50,000 plus 6% of the net sales invoiced by the Supplier to the Customer within the last 12 months. This shall not affect the Supplier right to claim damages in excess thereof or to adopt a cease-and-desist order against future unlawful conduct.

21.3 Furthermore, the Supplier is entitled to extraordinarily terminate all contracts existing between the parties.

22. FINAL PROVISIONS

22.1 If a provision in these terms and conditions is or becomes completely or partially invalid, the validity of all other provisions shall remain unaffected. The contracting parties shall replace any legally ineffective or unenforceable provision with an effective and enforceable provision that most closely matches the aim and purpose of the legally ineffective and unenforceable provision (Severability clause).

22.2 The Customer agrees to submit to the exclusive jurisdiction of the court with subject-matter jurisdiction at the Seller’s head office – in this case: Landesgericht Linz.

22.3 This Agreement and any subsequent agreements will be governed by and interpreted in accordance with Austrian law to the exclusion of any conflict of law rules. The application of the UNCITRAL Convention on the International Sale of Goods shall be expressly excluded.

ANNEXE I: HOURLY RATES:

Unless otherwise agreed, the following value table applies to the billing of additional services or a pre-booked pool of service hours:

| day | time | value |
|---------------------------|---------------|-------|
| MO – FR | 7 am – 8pm | 1:1 |
| MO – FR | 8 pm – 7 am | 1:1,5 |
| Weekend and bank holidays | 12 am - 12 pm | 1:2 |

24.12 and 31.12 are considered holidays and will be charged according to the chart above.