

General Terms and Conditions of CHILIDES

1. Validity of the General Terms and Conditions and Deviations

- a) These Terms are provided in English for convenience only. In the event of any inconsistency or conflict between the translated version and the original German version, the original German version shall prevail.
- b) The following General Terms and Conditions apply to all current and future contracts between the Client and the company CHILIDES. The version valid at the time of conclusion of the contract is decisive in each case.
- c) These General Terms and Conditions also apply to all future contractual relationships, i.e. even if they are not expressly referred to in supplementary contracts.
- d) Deviations from these terms and conditions and in particular terms and conditions of the client shall only apply if they are expressly acknowledged and confirmed in writing by the company CHILIDES.
- e) In the event that individual provisions of these General Terms and Conditions are and/or become invalid, this does not affect the validity of the remaining provisions and the contracts concluded on their basis. The invalid provision is to be replaced by a valid provision as close to it in terms of meaning and economic purpose as possible.

2. Offers, side agreements

- a) Unless otherwise stated, the offers of CHILIDES are subject to change regarding all data indicated, including the fee.
- b) If an order confirmation from CHILIDES contains changes to the order, these shall be deemed to have been approved by the Client, unless the Client immediately objects in writing.
- c) Agreements must always be in writing.

3. Placing an order

- a) The type and scope of the agreed service result from the contract, power of attorney and these General Terms and Conditions.
- b) Changes and additions to the order require written confirmation by CHILIDES to become the subject of the present contractual relationship.
- c) CHILIDES undertakes to properly carry out the order placed with it in accordance with the generally accepted rules of technology and the principles of economic efficiency.
- d) CHILIDES may call upon other persons to perform work on the contract and is authorized to place orders with them in the name of the Client for billing purposes. However, CHILIDES is obliged to notify the Client of this intention in writing and to give the Client the opportunity to object to this order to a third party within 10 days.

4. Warranty

- a) To finish the final data transfer, a written list of defects is drawn up by the client and the company CHILIDES. Only when all agreed points have been incorporated do all rights and obligations over the work pass to the client.
- b) After the delivery of the service, in the form of data for the PCB and production, the service is considered confirmed and the ownership and risks pass to the customer.
- c) The customer must report defects in writing within a reasonable period, at the latest within 14 days of handover. Hidden defects must also be reported in writing no later than 14 days after discovery. The deadline for the judicial assertion of warranty claims is six months from the date of delivery of the service.
- d) In the case of a warranty, we are entitled to determine the type of warranty ourselves (replacement of defective goods, replacement of the missing goods, improvement of defective goods, price reduction or conversion). The products of our service in which a defect was found are to be returned to the registered office of our company at our request at the customer's expense.
- e) The customer must prove the defectiveness of the goods at the time of handover or at the time of the transfer of risk. The burden of proof provision of § 924 ABGB does not apply.
- f) Recourse in the retail chain is excluded. Section 933b ABGB does not apply.

5. INDEMNIFICATION

- a) CHILIDES is only liable for damage incurred by the customer to the extent that CHILIDES or its vicarious agents are guilty of intent or gross negligence. In the event of slight negligence, CHILIDES is only liable for personal injury. The liability of CHILIDES, except in the case of personal injury, is limited to an amount of 10% of the net value of the respective order, with a maximum total amount of EUR 10,000.00. CHILIDES shall only be liable for the breach of a duty to warn by CHILIDES or its vicarious agents pursuant to § 1168a ABGB to the extent that CHILIDES is at least guilty of gross negligence. The existence of gross negligence or intent must be proven by the customer. CHILIDES is not liable for indirect damages, loss of profit, loss of interest, loss of savings, consequential and financial losses as well as damages arising from claims by third parties. The customer's claims shall only be valid within the first six months after the customer becomes aware of the damage and the person causing the damage.
- b) In addition to the above limitations of liability:
 - Liability is only incurred in the amount of the foreseeable damage typical of the contract and only in cases of breach of an essential contractual obligation, if this jeopardizes the purpose of the contract (so-called cardinal obligation).
 - Loss of profit will not be compensated.
 - Claims under the Product Liability Act remain unaffected.
- c) The above limitations of liability also apply to the personal liability of the employees, vicarious agents and legal representatives of CHILIDES as well as their employees, vicarious agents and representatives.

6. Prices

- a) Entrepreneurs cannot invoke § 934 ABGB (reduction of more than half) against us.
- b) In the absence of any information to the contrary, all prices are in EURO.
- c) The smallest unit of billable time is 15 minutes.

7. Payments and Fees

- a) Unless expressly agreed otherwise, payment must be made without deductions within 30 days of invoicing to the account of a bank with an Austrian branch specified by the company CHILIDES.
- b) In the event of late payment, interest of 9.2% per annum plus the ECB's base interest rate and reminder fees are to be paid.
- c) In case of default or late payment the customer is obliged to reimburse all judicial and extrajudicial costs of the appropriate legal prosecution, such as dunning fees, expenses for the involvement of a collection agency as well as the costs of a lawyer consulted.
- d) A set-off against our claims with counterclaims, of whatever kind, is excluded, unless the customer's claim is legally related to his payment obligation and has been established by a court or acknowledged by us. A retention of the purchase price or remuneration for work is permissible only to the extent of the effort necessary to fix a defect in the case one has been confirmed in accordance with our warranty policy.

8. Withdrawal from the contract

- a) Withdrawal from the contract is only permissible for good cause.
- b) In the event of delay by CHILIDES with delivering a service, a withdrawal by the client is only possible after a reasonable grace period has been set; the grace period must be set by certified mail.
- c) In the event of delay by the Client in a partial service or an agreed cooperation activity, which makes the execution of the order by CHILIDES impossible or significantly hinders it, CHILIDES is entitled to withdraw from the contract.
- d) If CHILIDES is entitled to withdraw from the contract, it retains the right to the entire agreed fee, as well as in the event of unjustified withdrawal by the client. Furthermore, §1168 ABGB applies; in the event of justified withdrawal by the Client, the Client shall remunerate CHILIDES for the services already provided.
- e) In the event of withdrawal, all data created up to that point will be handed over to the Client without guarantee, verification and claim to completeness.

9. Electronic invoicing

CHILIDES is entitled to send invoices to the Client in electronic form. The Client expressly agrees to the sending of invoices in electronic form by CHILIDES.

10. Place of work

The place of work is the registered office of CHILIDES or the registered office of the client.

11. Confidentiality

- a) CHILIDES is obliged to maintain the confidentiality of all information provided by the client.
- b) CHILIDES is also obliged to maintain the secrecy of its planning activities if and as long as the client has a legitimate interest in this secrecy. After the order has been completed, CHILIDES is entitled to publish key data of the work subject to the contract for advertising purposes, unless otherwise contractually agreed.

12. Choice of Law, Place of Jurisdiction

- a) For contracts between the client and the company CHILIDES, only Austrian law applies.
- b) The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply in the relationship between CHILIDES and the Client.
- c) In the event of a dispute, the Client and CHILIDES will endeavour to resolve them amicably.
- d) The competent Austrian court in Wiener Neustadt shall be used for all disputes arising from this contract.

13. Final provisions

- a) The contracting parties confirm that they have provided all information in the contract conscientiously and truthfully and undertake to notify each other immediately of any changes.
- b) Changes to the contract and these GTC must be made in writing, as well as a deviation from this formal requirement. There are no oral ancillary agreements.