

GENERAL TERMS AND CONDITIONS SYENTEC GMBH – B2B

1. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS AND DEVIATIONS

- a. These General Terms and Conditions (GTC) shall apply to all present and future contracts, any service and any other activity related to orders or contracts between the Client in its capacity as a business and SYENTEC GmbH (hereafter referred to as “SYENTEC”).
- b. Any provisions which deviate from or supplement these General Terms and Conditions shall only be effective when made in writing. The Client’s terms and conditions shall only apply if SYENTEC accepts them (or parts thereof) in writing.

2. PROPOSALS AND ANCILLARY AGREEMENTS

- a. Unless otherwise stated, all information and fees detailed in SYENTEC’s offers and proposals are non-binding and subject to change.
- b. Agreements shall only be effective when made in writing.

3. ORDER PLACEMENT

- a. The nature and scope of the agreed services shall be as specified in the Contract, power of attorney and these General Terms and Conditions.
- b. Amendments and supplements require SYENTEC’s written confirmation in order to become effective.
- c. SYENTEC undertakes to execute the Contract properly in compliance with generally accepted technical standards and in accordance with the principles of sound financial management.
- d. SYENTEC may consult/draw on third parties that are duly capable of fulfilling the Contract in part or in whole, and may place orders with them on behalf of and for the account of the Client. SYENTEC, however, is obliged to offer the Client an opportunity to object to the order being placed within ten (10) days.

4. WARRANTY AND COMPENSATION POLICY

- a. Warranty claims can only be processed after a notice of defects has been received in writing, provided that the notice is received via registered post and no later than fourteen (14) days after the service or partial service has been delivered.
- b. The warranty period is six (6) months from date of acceptance of the service or partial service.
- c. Claims for Contract termination or price reduction are excluded. In the event of warranty claims, the Client has to prove that the deficiencies claimed already existed at the time when the service was provided. SYENTEC will deal with claims for improvements or correct deficiencies within a reasonable period. If SYENTEC corrects defects outside the scope of the warranty, or provides any other services, SYENTEC is entitled to invoice its services in accordance with the terms of the Contract and the actual time, expenses and materials involved.
- d. The reversal of the burden of proof in accordance with § 924 ABGB (Austrian Civil Code) is excluded.
- e. § 933b ABGB (Austrian Civil Code) does not apply.
- f. With the exception of personal injury and intent or gross negligence, SYENTEC shall not be under any liability, whether in contract, tort or otherwise in respect of goods and/or

services delivered, damage or loss resulting from such deficiencies or from any service provided in connection therewith. The liability expires in six (6) months from the date of the Client's knowledge of the damage and cause.

- g. In no event shall SYENTEC be liable for indirect or consequential damages such as, but not limited to, loss of anticipated earnings, loss of interest, loss due to plant shut-down, business or service interruption, delayed production start, delayed product launch, loss of use, loss of contract, non-operation, or increased operation expenses for alternative equipment, damages and/or losses from third party claims, loss of data and software and their recovery, or other costs, expenses, whether real, indirect, incidental or notional.
- h. If SYENTEC causes damage to the Client in violation of its contractual obligations, in any case – unless otherwise specified – liability is limited to the amount of the Contract's net value. All other warranties, claims and compensations are hereby expressly excluded by SYENTEC.

5. CANCELLATION OF THE CONTRACT

- a. Withdrawal from the Contract is only permitted for good reason.
- b. In the event that SYENTEC is responsible for a delay in performance, the Client shall only be entitled to withdraw from the Contract after a reasonable period of grace following notification by SYENTEC. The notification of a grace period must be sent by registered letter.
- c. If the Client defaults on performance or agreed cooperation, in particular any delays in transmitting data or taking project related decisions, makings it impossible for, or seriously obstructing the ability of SYENTEC to fulfil the Contract, SYENTEC shall be entitled to withdraw from the Contract.
- d. SYENTEC shall reserve the right to claim the full agreed fee in the event that its withdrawal from the Contract is justified, as well as in the event of the Client withdrawing from the Contract without justification. Furthermore, § 1168 ABGB (Austrian Civil Code) is applicable. In the event of justified withdrawal from the Contract by the Client, the Client shall pay SYENTEC only the fees and expenses due for the services provided up to the date of cancellation of the Contract.

6. PRICES AND PAYMENT TERMS

- a. Unless otherwise specified, all rates and prices are given in EURO, ex works, exclusive of packaging, freight, disposal, customs duties, insurance and value-added tax (VAT). Value-added tax is to be paid separately by the Client.
- b. The right of retention in pursuance of § 1052 ABGB (Austrian Civil Code) is excluded.
- c. The offsetting with counterclaims by the Client or the withholding of payments against such claims is strictly excluded.
- d. Unless otherwise agreed, invoices are due within thirty (30) days from the date of the invoice without discount. Payments must be made to the account specified by SYENTEC at a bank with a domestic branch. In the event of default in payment, interest is due at a rate of 9,2 % p.a. above the base rate of the European Central Bank plus reminder fees.
- e. SYENTEC is entitled to demand advance payments and to issue partial invoices.
- f. Multiple Clients are jointly and severally liable to cover the full costs justifiably claimed by SYENTEC.

7. PLACE OF FULFILMENT

- a. The place of performance for the Contract is SYENTEC's registered office.

8. CONFIDENTIALITY AND NON-DISCLOSURE

- a. SYENTEC undertakes to observe confidentiality with respect to all information, data and documents provided by the Client.
- b. SYENTEC will continue to observe confidentiality if and for as long as the Client has legitimate interest in such confidentiality and non-disclosure. Once the Contract has been concluded, and unless otherwise agreed, SYENTEC is entitled to publish the services provided within the scope of the Contract either in whole or in part for advertising purposes.

9. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT

- a. SYENTEC expressly reserves all rights in any plans, templates, brochures, reports, technical documentation, storage devices, data packages and the like provided under the Contract.
- b. SYENTEC and the Client are entitled to credit SYENTEC (company, trade name) in any publication or announcement on the project.

10. CHOICE OF LAW AND PLACE OF JURISDICTION

- a. This Contract, any related activities, claims and entitlements are governed by Austrian law; the provisions concerning conflict of laws and the UN Convention on Contracts are, however, not applicable.
- b. The sole place of jurisdiction for any disputes arising from this Contract, including the conclusion of this Contract, its validity and cancellation is the court having subject matter jurisdiction in Linz, Austria.