

## **General Terms and Conditions of Purchase for Industrial Goods of LOGICDATA Electronic & Software Entwicklungs GmbH**

### **1. General Information**

**1.1** These “General Terms and Conditions of Purchase for Industrial Goods” (hereinafter referred to as: “GTCI”) shall be applicable in addition to and in specification of the General Terms and Conditions of Purchase of LOGICDATA Electronic & Software Entwicklungs GmbH, Wirtschaftspark 18, 8530 Deutschlandsberg (hereinafter referred to as: “LOGICDATA”) for all orders of LOGICDATA. In case of contradictory regulations in the aforementioned terms and conditions, the regulations of these GTCI shall have priority.

**1.2** For future orders, these GTCI shall be deemed included even if they are not referred to.

**1.3** LOGICDATA shall be willing to source industrial goods exclusively based on these GTCI. Should the General Terms and Conditions of the supplier include regulations, which are contrary to these GTCI, or contain additional regulations, which are not taken into account here and which deviate from the legal regulations, then these regulations shall not be included in the content of the contract. Acceptance of the delivery and service of the supplier by LOGICDATA or a payment by LOGICDATA shall not imply agreement with the supplier’s conditions. On the other hand, the supplier shall acknowledge the exclusive applicability of these GTCI through the delivery or service.

### **2. Offers and Orders**

**2.1** Quotations, samplings and offers of the supplier shall be binding and free of charge. Non-binding nature of a quotation must be agreed upon in writing. In the event of an impending cost overrun, the supplier must immediately inform LOGICDATA on pain of loss of its claim.

**2.2** Orders shall be effective only if they are placed in writing or are confirmed by LOGICDATA in writing. The written form requirement shall also be met with an e-mail or fax.

**2.3** The supplier must send a written order confirmation to LOGICDATA, which must be received within 3 working days from the order. The order confirmation must correspond to the order and particularly contain the delivery period (project plan), order number, delivery date and prices. Deviations shall become a part of the contract only if they are confirmed by LOGICDATA in writing. If LOGICDATA does not receive an order confirmation within this period, this shall be considered as unconditional acceptance of the order.

**2.4** Any type of forwarding or saving of data or documents, which are provided by LOGICDATA for offer preparation, be it in written, electronic or any other form, for purposes other than the offer preparation itself, shall not be permissible without explicit, written consent of LOGICDATA.

### **3. Delivery Conditions, Default and Place of Fulfilment**

**3.1** In exchange for the remuneration agreed upon, the supplier must deliver a complete machine/system, which contains all parts that are necessary for a faultless operation while attaining the contractually agreed values as well as while adhering to the contractually agreed properties, even if the individual parts that are required for this are not listed. The supplier must manufacture the machine/system to be delivered according to this contract and carry out the corresponding checks under consideration of the respective environmental, safety-related and legal provisions that are applicable for the machine/system, the respective DIN, EN, ISO, VDE, ÖNORM provisions and norms, the Equipment and Product Safety Act and having regard to the respective current state of the art, and also has to perform the necessary inspections. The supplier must carry out an outgoing goods inspection.

**3.2** The supplier must adhere to the agreed delivery dates. Unless agreed otherwise, delivery dates that are agreed upon with LOGICDATA shall be considered as binding.

**3.3** Unless agreed otherwise, the agreed delivery dates shall be considered as penalised. If the supplier is in default, LOGICDATA shall be authorised to demand a contractual penalty of 1% per started week, however maximum 5% of the value of the respective order that is affected by the default. The right of assertion of an actually occurred higher damage shall remain unaffected by this.

**3.4** The supplier is neither entitled to perform partial deliveries nor excess or short deliveries. Before the agreed delivery date, LOGICDATA shall not be obligated to receive or accept products or services. LOGICDATA shall be authorised to postpone the originally planned delivery or acceptance time by up to 4 weeks and this shall not result in the legal consequences of default of acceptance. In this case, the supplier must store the products to be delivered properly at its own costs.

**3.5** The transport of the products shall take place at the risk and costs of the supplier. Unless agreed otherwise in writing, the place of fulfilment for all obligations from this contract shall be the registered office of LOGICDATA at the time of conclusion of the contract. The supplier must observe import and export regulations independently and shall indemnify and hold LOGICDATA harmless in this respect.

**3.6** Unless agreed upon otherwise, the delivery shall take place for free from the installation location to the delivery address/DDP specified in the order pursuant to INCOTERMS 2010.

**3.7** In the event of force majeure, operating restrictions or suspensions that become necessary, LOGICDATA shall strive to find an amicable solution with the supplier. If this does not happen, LOGICDATA shall be authorised to postpone the delivery time or to withdraw from the contract. Claims for compensation from this against LOGICDATA shall be ruled out, unless it has acted in a grossly negligent or intentional manner.

**3.8** LOGICDATA shall be authorised to ensure the work progress in connection with the machine/system to be delivered, within the business hours in the production facility of the supplier after prior notification.

**3.9** If services are provided in the premises of LOGICDATA, or if the commissioning of the contractual objects requires the consideration of local conditions, the supplier must familiarise itself in advance with the situation on site, particularly with the regulations regarding IT security, general behaviour, general safety and health.

**3.10** The supplier shall be solely responsible for the remuneration of its employees and the payment of the taxes and duties associated with this. When providing services in the premises of LOGICDATA, the supplier shall ensure that its employees have all legally required approvals, particularly work and residence permits. The supplier shall indemnify and hold LOGICDATA harmless in this respect.

#### **4. Prices, Payment and Offsetting**

**4.1** The agreed prices shall be fixed prices and shall be inclusive of all fees, duties and other ancillary costs, particularly packaging and insurance. The supplier is obliged to reduce the purchase price in the event of a price decline or drop in the price. The respectively applicable VAT must be specified separately.

**4.2** Unless agreed otherwise individually, LOGICDATA shall make the payments as below:

In case of an invoice value below EUR 50,000.00: 14 days from the receipt of invoice with 3% discount or 30 days net.

In case of an invoice value over EUR 50,000.00, the following regulation shall be applicable:

invoicing generally 100% after the delivery, thereof due:

80% after the commissioning at the specified delivery address,

20% after the end of the 4-week testing phase and fault-free final acceptance by LOGICDATA,

in each case, 30 days net from the receipt of invoice.

If an advance payment has been agreed upon, the following regulation shall be applicable for this:

20% after the receipt of the order confirmation by LOGICDATA.

Advance payments shall become due only after an unlimited, abstract bank guarantee of an Austrian bank, according to the specifications by LOGICDATA, in the amount of the respective partial payment has been submitted by the supplier; the last partial payment through the furnishing of an abstract bank guarantee for the respective, contractually agreed guarantee period.

**4.3** If partial payments have been agreed upon, the supplier must prepare a separate invoice about every partial payment.

**4.4** A delivery note must be enclosed to every delivery of products. This must particularly contain the concrete item description and the quantity.

**4.5** Offsetting against the claims of LOGICDATA shall be permissible only with legally determined or acknowledged claims. The supplier waives the commercial right of retention (§ 369 UGB [Austrian Commercial Code]) as well as related legal institutions vis-à-vis LOGICDATA. Advance payments made by LOGICDATA must be credited to a guarantee pursuant to § 1170b ABGB [General Civil Code] that is permissibly demanded by the supplier.

**4.6** Without a written consent, the supplier shall not be authorised to assign the claims against LOGICDATA.

**4.7** If LOGICDATA fails to make timely payment of any sums, except those contested in good faith or those in a good faith dispute, interests will accrue at an annual rate equal to three percent (3%). If LOGICDATA fails to make timely payment contested in good faith or those in a good faith dispute LOGICDATA has not to pay any interests.

## **5. Spare Parts and Hourly Rates**

The supplier must comprehensively ensure the supply of spare parts for the delivered machine/system for a period of 15 years from the final acceptance as well as install the delivered spare parts according to the requirements of LOGICDATA. This shall not be applicable for parts, which are no longer available due to technical developments or legal regulations or may not be used any longer (e.g. circuit boards, electronic components, servomotors, etc.), except if replacement of the outdated or prohibited spare part is possible without considerable expenses (for example, because it is anyway part of the supplier's current range of products). Unless regulated otherwise, the list prices as well as the hourly rates at the time of the final acceptance shall be agreed upon as fixed prices.

## **6. Warranty, Liability and Subcontractors**

**6.1** The supplier shall ensure technical availability according to the requirements specification. The warranty period shall be 36 months. The warranty period shall start with the completed final acceptance of the machine/system at the specified delivery address.

**6.2** LOGICDATA shall be authorised to freely select the type of the warranty remedy (correction, replacement, price reduction or conversion). The supplier shall not have a right of choice.

**6.3** In case of defect rectification, the warranty period shall start anew for the entire delivery/service affected by the defectiveness after the acceptance of the correction by LOGICDATA.

**6.4** The regulations about notice of defects pursuant to §§ 377 and 378 UGB shall not be applicable for this contract. LOGICDATA shall not be obligated to carry out an incoming goods inspection.

**6.5** If the supplier is in default with the rectification of a defect for more than 10 working days from the receipt of the notice of defects, LOGICDATA shall be

authorised to rectify the defect by itself or to have it rectified from a third party. The costs incurred for this must be fully borne by the supplier.

**6.6** Seller is liable for any and all damages that may result from non-conform delivery, irrespective of negligence.

**6.7** LOGICDATA shall be liable for the compensation of damage, which is caused in connection with this contract by it, its employees and/or vicarious agents, only if this damage was caused through gross negligence or intent. This limitation of liability shall not be applicable for the compensation of personal injuries. § 1298 ABGB shall not be applicable to the detriment of LOGICDATA.

**6.8** The liability of LOGICDATA for consequential damage, lost profit and mere financial losses shall be ruled out.

**6.9** In the event of a product defect, the supplier must indemnify and hold LOGICDATA harmless from all third-party claims for the compensation of personal injuries and/or material damage.

**6.10** LOGICDATA shall be entitled to the right to withhold performance pursuant to § 1052 ABGB in case of any type of quantity and/or quality defects.

**6.11** The supplier shall be authorised to use subcontractors for the fulfilment of the contract only with prior written consent by LOGICDATA. A sub entrustment does not free supplier from suppliers' contractual obligations vis-à-vis LOGICDATA, and supplier shall be responsible and liable without limitation for any defect and any damages.

**6.12** Supplier shall indemnify and hold LOGICDATA harmless from all claims of third parties or customers of Purchaser, regardless on which legal basis, including national and international product liability regulations, which are brought against LOGICDATA with the assertion that LOGICDATA's product, where the Product is included, is defective or does not comply with any applicable legal or technical requirement, in particular regarding product liability.

## **7. Transfer of Ownership**

The supplier shall assure that there are no third-party rights in relation to the products delivered. LOGICDATA shall not acknowledge a retention of title by the supplier. Title to Products shipped under any Order passes to LOGICDATA upon delivery of the Products to LOGICDATA per the delivery terms and notwithstanding that the Price for such Products may not have yet been paid.

## **8. Preliminary Acceptance from the Supplier, Assembly, Commissioning and Final Acceptance**

**8.1** LOGICDATA shall be authorised to demand preliminary acceptance from the supplier. A report signed by the supplier and LOGICDATA shall be prepared about the preliminary acceptance, which shall not represent the final acceptance. Defects shall be recorded in the acceptance report and shall be immediately rectified by the supplier. After the rectification, LOGICDATA shall be authorised to demand a

preliminary acceptance again. If defects, which prevent the preliminary acceptance, are again determined during this, the contract shall be deemed unfulfilled in this respect. The preliminary acceptance must, in any case, take place formally and in writing.

**8.2** The assembly/commissioning of the stipulated scope of delivery shall be carried out by trained personnel of the supplier at the delivery address specified by LOGICDATA and shall be included in the price. If defects are found in the system during the commissioning, the supplier must rectify these immediately. The commissioning must have been completed at the latest in 4 weeks from the preliminary acceptance.

**8.3** Unless agreed otherwise, every acceptance must take place formally and must be documented in writing. A conclusive acceptance, particularly through the commissioning of the system, shall be ruled out and shall not imply the waiver of assertion of defects by LOGICDATA.

## **9. Intellectual Property Rights and Confidentiality**

**9.1** Samples, tools, models, drawings, stereotypes and other means provided by LOGICDATA to the supplier for the fulfilment of its contractual obligations shall remain material and intellectual property of LOGICDATA and LOGICDATA may use these as desired. These means may only be used for the execution of LOGICDATA's orders and may neither be made accessible nor ceded to external third parties without the consent of LOGICDATA. After the order execution, these must be returned to LOGICDATA free of cost.

**9.2** The supplier shall be liable to ensure that the samples, trademarks, models, drawings, descriptions and documentations provided by it as well as the delivered machines/systems are free from third-party rights and particularly, that these do not violate industrial property rights of third parties. The delivered product must correspond to legal provisions and official requirements. The supplier shall, in any case, indemnify and hold LOGICDATA harmless from compensation claims of third parties in the event of violations of these rights and provisions.

**9.3** Unless agreed otherwise in the individual contract, the supplier shall grant LOGICDATA a non-exclusive, transferable and temporally and spatially unlimited right of use in relation to software and hardware products and the relevant documentation. The right of use shall also include forwarding of the products to customers of LOGICDATA and making of copies, particularly for the purpose of data back-up.

**9.4** The supplier must observe confidentiality about all the information, which becomes known to it through LOGICDATA in the course of the order execution.

**9.5** The supplier may disclose confidential information exclusively to such employees, external advisers such as lawyers, tax advisers, and auditors, who must get access to this information for achieving the contractual purpose. The supplier must make sure that this confidentiality obligation is imposed in writing on all persons, whom confidential information within the meaning of this regulation is forwarded to. For employees, the confidentiality obligation must be designed such that the obligation is

applicable for the employee to the legally permissible extent even after the end of the employment relationship.

**9.6** Confidential information shall not include information, which was generally known at the time of signing of this contract, which subsequently became generally known or which was already known by the recipient before the conclusion of this contract.

**9.7** Regardless of fault, the supplier must pay LOGICDATA a contractual penalty of EUR 10,000.00 for every individual violation of this confidentiality agreement and of the provisions regarding intellectual property. The right to assert a damage going beyond the contractual penalty shall remain unaffected by this.

## **10. Withdrawal from the Contract**

**10.1** LOGICDATA shall be authorised to withdraw from the contract up to the acceptance of the contractual service any time and without giving reasons. In this case, LOGICDATA shall compensate to the supplier for the work performed until then according to the share in the purchase price. Further remuneration claims of the supplier shall be ruled out. Preliminary work or research and development work by the supplier shall not be compensated, unless these are incurred solely on the basis of the specific contract.

**10.2** LOGICDATA shall also be authorised to withdraw from the contract for material reasons, particularly if the supplier stops its deliveries or payments, interrupts its work or does not adhere to contractual periods or deadlines. In this case, the supplier shall not have an entitlement to remuneration.

**10.3** If insolvency proceedings are opened about the assets of the supplier or if the opening of such proceedings is rejected for the lack of assets, LOGICDATA shall be authorised to withdraw from the contract fully or partially unless this contradicts with the applicable regulations of the insolvency law.

## **11. Services**

**11.1** The supplier shall ensure immediate fault rectification through qualified personnel immediately, and any case within 24 hours after receiving the request from LOGICDATA if the request is received by the supplier from Monday to Thursday between 7.00 and 16.00 hrs. If the request is received from Monday to Thursday outside the times specified in the above sentence, the fault rectification must take place within 24 hours from 7.00 hrs. of the next working day. If the request is received on Friday between 7.00 and 14.30 hrs., the fault rectification must take place on the following Monday. The same shall be applicable for holidays at the place of fulfilment. If the supplier culpably violates this obligation, a compensation of EUR 500.00 shall be due for every case of violation. The proof that a greater damage has occurred, shall not be ruled out through this. The amount shall be credited to further claims for compensation.

**11.2** The supplier must additionally set up a hotline at its own costs in order to offer telephonic help for fault rectification during the aforementioned times from the first preliminary acceptance. The supplier shall ensure continuous availability during these

times. The supplier must immediately inform the telephone number to LOGICDATA during the first preliminary acceptance.

## **12. Applicable Law and Jurisdiction**

**12.1** All disputes from and in connection with this contract, including the question of its valid establishment and its pre-effects and consequences, shall be subject to Austrian law. The applicability of all bi- and multilateral agreements regarding the purchase of movable objects as well as the private international law (IPRG) and particularly the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be explicitly ruled out. This applicable law shall be deemed agreed upon even if the deliveries take place directly from the supplier to foreign countries.

**12.2** The exclusive competence of the court that is objectively competent for Graz is agreed upon for all disputes from and in connection with this contract. LOGICDATA shall however be authorised at its own discretion to also file a suit at the general legal domicile of the supplier.

## **13. Software and Documentation**

The supplier shall assume warranty for the accuracy of the software and its data structure and shall ensure proper duplication. The supplier shall also assure LOGICDATA that all supplier software programmes shall be delivered exclusively in English. Even without an explicit agreement, the supplier shall be liable to LOGICDATA for the documentation that is required and/or legally prescribed for the proper operation of the object of the contract.

## **14. Insurance**

The supplier shall maintain third party liability insurance, insuring personal injuries, material damage and/or financial losses covering all risks, and in any case with an amount of at least EUR 5 million per insured event. These insured amounts must be exclusively reserved for the performance obligations of the supplier vis-à-vis LOGICDATA and may not be impaired through other loss events, which fall within the sphere of responsibility of the supplier. The supplier shall furnish a proof of this insurance at the commencement of the contract by submitting an up-to-date insurance certificate and it shall maintain this insurance in this form and amount during the term of this contract as well as during the legal limitation periods.

## **15. Final Provisions**

**15.1** There shall be no verbal collateral agreements. All agreements, subsequent changes, additions and collateral agreements must be in written form for them to be valid. This shall also be applicable for the renouncement of the written form requirement. Declarations via e-mail and fax shall meet the written form requirement.

**15.2** If some regulations of these GTCI are fully or partially ineffective, this shall not affect the validity of the remaining regulations. An invalid regulation shall be replaced with a valid regulation, which comes closest to the content and purpose of the invalid regulation.

**15.3** Seller has to obey the Statement of Commitment for suppliers and subcontractors issued on the homepage of LOGICDATA ([www.logicdata.net](http://www.logicdata.net)) and shall ensure its implementation.

**15.4** The Parties expressly declare their intent to use their best efforts to comply with the following principles with respect to their services of their subcontractors: The parties respect and accept the cultural and social diversity of all nations and societies, support the fundamental right to freedom of association and the right to negotiations for collective bargaining agreements, stand up for the prohibition of any form of forced labour, human trafficking, and slavery, and for the abolition of any exploitation by child labour, they respect the right to adequate salaries, guarantee compliance with the applicable national regulations on working hours, and ensure a safe and healthy working environment for their staff (based on the Universal Declaration of Human Rights). The parties further undertake to take the required measures to avoid actions detrimental to the economy such as bribery and corruption.

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