

**General Sales Conditions
of
Adaptive Regelsysteme GmbH
5020 Salzburg, Austria
(hereinafter referred to as "ADRESYS")**

ADRESYS is a member of OMICRON Group, more information about OMICRON Group is available at <https://www.omicronenergy.com/en/>.

1. General Provisions

These General Sales Conditions shall be applicable to all agreements, offers and deliveries entered into or made by ADRESYS. Any deviating terms of the customer must be explicitly approved by ADRESYS in writing in order to become effective. For services provided by ADRESYS (incl. ANGEL App) the respective special "Terms & Conditions for ANGEL system", accessible at <https://www.adresys.com/en/legal/>, shall apply in addition to these General Sales Conditions.
2. Offers and conclusion of contract
 - 2.1 All offers made by ADRESYS shall be non-binding. All prices shall be net prices ex works or ex ADRESYS's warehouse (EXW Incoterms 2020) and shall be exclusive of any other costs. Any charges, taxes or other levies incurred in connection with the delivery shall be borne by the customer.
 - 2.2 A contract shall be deemed concluded only upon receipt of the written order confirmation by the customer, but no later than the dispatch of the products by ADRESYS.
3. Delivery

ADRESYS shall use its best efforts to comply with but does not warrant any delivery dates. Delivery shall be made at the expense and risk of the customer.
4. Payment Terms, Delay in Payment and Pricing
 - 4.1 The customer shall transfer the full invoice amount to a bank account determined by ADRESYS within 30 days following the issuing date of the invoice.
 - 4.2 Should the customer be in default of payment, the customer shall compensate ADRESYS for all expenses incurred.
 - 4.3 The purchase price to be paid for the products is the EUR price set by ADRESYS in a separate price list.
5. Reservation of Title

The customer shall not acquire ownership of any product from ADRESYS until the invoice amount has been fully paid.
6. Warranty / Guarantee / Damages
 - 6.1 The warranty and guarantee period for the agreed specifications shall be 24 months from receipt of the product by the customer, unless explicitly agreed otherwise in writing. For repaired products, the period is limited to 6 months from completion of the repair. For wear and tear parts (especially textile components such as shirts), any warranty and guarantee claims are excluded.
 - 6.2 In the event of a warranty or guarantee claim, ADRESYS shall in, at its own discretion, effect repair or replacement of the product, a price reduction or dissolve the contract.
 - 6.3 Any claims for warranty or guarantee shall be excluded if the customer itself or a third party has modified, repaired or maintained the products, or modified the technical specifications thereof, or has otherwise intervened. The same shall apply in case of improper handling, if unsuitable data carriers are being used, or if a written notice of a defect is not given immediately upon discovery.
 - 6.4 Upon fulfillment of the statutory requirements, ADRESYS shall be liable for any direct personal injuries or damage to property up to an amount of Euro 1 million per claim unless the applicable compulsory law provides for a higher amount. ADRESYS shall not be liable for any kind of indirect damage or consequential damage. In no event shall ADRESYS be liable for any damage caused by slight negligence, except for personal damage.
7. Intellectual property rights

The intellectual property rights in all devices, programs and services, and in all related copyrights, patent rights, trademark rights or proprietary rights belong to ADRESYS and shall remain in its exclusive ownership.

8. Software Licenses
 - 8.1 ADRESYS shall grant to the customer a non-exclusive and non-transferable right to use any software product for which the customer acquires a license from ADRESYS in accordance with the contractual purpose.
 - 8.2 The customer shall not assign, transfer, pledge or lease any license granted by ADRESYS, and the customer shall not pass the license on, leave it to a third party or share it with them.
 - 8.3 With the exception of a backup copy, any duplication of the software product, the documentation or any part thereof shall require the prior written consent of ADRESYS.
 - 8.4 The customer must not modify, transmit (neither electronically nor by any other means), translate, disassemble, decompile, reverse engineer or otherwise modify the software product unless ADRESYS has given its prior written consent.

9. Repair

If a product is being sent to ADRESYS for repair, all work will be performed in the plants or certified repair centers of ADRESYS. The customer shall be obliged to duly dispatch the product at its own expense together with a repair order. Upon completion of the repair works, ADRESYS shall send back the product CIP (Incoterms 2020). ADRESYS shall cover the return costs, but shall not assume any liability for any loss of or damage to products in transit.

10. Confidentiality

The customer and ADRESYS shall treat all information received from the respective other party in connection with their business relationship and its transactions confidential and shall not disclose such information to any third party. However, ADRESYS is entitled to use customer data for any marketing purposes, e.g. as reference.

11. Data Protection

The customer will have to directly provide personal data to ADRESYS for the fulfilment of the contractual purpose, e.g. ANGEL-related services. Personal data shall only be transmitted to other companies or business units of the OMICRON group so far as this is required in order to duly provide the contractual services, to handle the customer's affairs or other business activities performed by ADRESYS. Further information on processing of personal data by ADRESYS can be accessed at the privacy section on <https://www.adresys.com/en/legal/>.

12. Final Provisions
 - 12.1 No supplementary agreements have been made. Changes and amendments to these General Terms of Sale must be made in writing in order to become effective. This shall also apply to any agreed waiver of the written form requirement.
 - 12.2 Should one or several provisions of these General Sales Conditions or the agreements amended with the help thereof be invalid in whole or in part, this shall not affect the validity of the remaining provisions. ADRESYS and the customer shall replace the provision that is invalid or needs to be amended or interpreted by a new provision that comes as close as possible to the intended economic purpose of the original provision.
 - 12.3 All relationships between ADRESYS and the customer shall be exclusively governed by Austrian law. The United Nations Convention on Contracts for the International Sale of Goods and the conflict of law provisions shall not be applicable.
 - 12.4 Both, ADRESYS and the customer shall take best efforts to settle all disputes arising from these General Sales Conditions, agreements, offers and deliveries or referring to the breach, annulment or invalidity thereof out of court, e.g. by mediation. Should the parties fail to reach an agreement within a period of four weeks any such dispute shall be finally settled by the competent court in 5020 Salzburg/Austria.
 - 12.5 Insofar as ADRESYS or the customer is unable or in delay to perform a contractual obligation due to an event of force majeure (including but not limited to flood, fire, armed conflict, governmental interventions and prohibitions, delay in transportation and customs clearance, shortage of energy and raw materials, labor disputes or the failure of an essential supplier that is difficult to replace) the affected party shall immediately inform the other party of the event, the contractual obligation affected and the expected duration of the event. The period for fulfillment of the contractual obligation shall in any case be extended by the duration of this event. Insofar as an event of force majeure prevents or delays the fulfillment of a contractual obligation for more than 90 days, each party is entitled to terminate the agreement by providing reasonable written notice.
 - 12.6 In case of contradictions between the English and the German version of these General Sales Conditions or any other document of legal relevance, the German version shall prevail.