



## General Terms and Conditions of Sale

### § 1 General Terms/Applicability

- 1.1 Our terms and conditions of sale shall apply exclusively; we do not accept conflicting terms and conditions or Customer's terms and conditions that differ from ours unless we approve their application expressly in writing. Our terms and conditions shall also apply when we render delivery to the Customer fully aware of conflicting terms and conditions or those which differ from our sales and delivery terms and conditions without reservation.
- 1.2 All arrangements made between us (the Company) and the Customer for the purpose of implementing an agreement shall be stipulated in a written agreement (Contract).
- 1.3 Our terms and conditions of sale shall be applicable only to the Customer and not to third-party consumers within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz).
- 1.4 Our terms and conditions shall also apply to repeat orders.
- 1.5 The general Terms and Conditions of Quorum Distribution GmbH shall apply to the provision of services; for the provision of training courses, other Terms and Conditions for Training Services shall apply.

### § 2 Offer and Conclusion of Contract

- 2.1 Our offers are subject to confirmation, unless otherwise specified in the order confirmation.
- 2.2 The Contract shall be considered as binding insofar as we confirm receipt of an assignment or order or if we fulfil the order by delivering the goods.

### § 3. Prices/Terms of Payment

- 3.1 All prices are quoted in Euro and, unless otherwise specified, delivery of hardware will be "ex works" excluding packaging, insurance, customs and VAT.
- 3.2 In case of mutual termination of the Contract, we shall be entitled to claim compensation for damages in the amount of EUR 60.00. The Customer retains the right to provide evidence that no loss was incurred by the Company or that the loss is considerably lower than the costs of cancellation. Any assertion of higher damages shall be reserved.
- 3.3 A minimum order surcharge of EUR 50.00 shall be added to all orders of less than EUR 1.000.
- 3.4 Unless not otherwise provided in the confirmation of order, the net sales price (without deduction) will be due for payment in full within 14 days net of the date of invoice. In case of default in payment on the part of the Customer, we shall be entitled to request default interest of 8% above the base published interest rate. The Customer is entitled to provide evidence that, as a consequence of the delay in payment, no loss was incurred or that the damages are considerably lower.
- 3.5 Bills of exchange or cheques will only be accepted on account of performance.
- 3.6 We reserve the right to perform outstanding orders only against pre-payment or cash on delivery.
- 3.7 The Customer may only withhold or offset due payments against his/her own counterclaims if these are declared legally valid, are uncontested or recognized by us. The Customer may exercise the right to withhold or refuse payment only if a counterclaim meets the same conditions.

### § 4 Delivery/Delivery Times

- 4.1 Delivery deadlines or delivery periods shall only be binding if expressly agreed in writing. In cases where subsequent amendment or supplementary stipulations to the Contract are made, a new delivery deadline will be agreed upon. The delivery period shall be deemed adhered to if the goods are ready for dispatch or collected by the agreed date.
- 4.2 Fulfilment of our delivery conditions shall be met by the punctual and proper fulfilment of the Customer's obligations, in particular, the terms of payment. We reserve the right to raise objection to non-fulfilment of the Contract.
- 4.3 Should the Customer be in default of acceptance or infringe on other obligations to cooperate, we shall be entitled to demand compensation to the extent of the loss or damage we have incurred, including any additional expenses. We reserve the right to assert additional claims.
- 4.4 If the requirements of Article 4.3 become applicable, the risk of accidental loss, destruction or deterioration to the goods purchased shall transfer to the Customer on the date of default of acceptance or in the case of arrears on the part of the Customer.

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- 4.4 If the requirements of Article 4.3 become applicable, the risk of accidental loss, destruction or deterioration to the goods purchased shall transfer to the Customer on the date of default of acceptance or in the case of arrears on the part of the Customer.
- 4.5 If failure to deliver by the agreed date is due to force majeure, e.g. mobilization, war, riot or similar events such as strikes or lockouts, the delivery period shall be extended automatically by the length of the delay caused by the event, insofar as it can be proven that these obstacles have a significant effect on completion or delivery. This shall also apply if such circumstances affect our suppliers.
- 4.6 Partial deliveries shall be permitted to an acceptable extent.
- 4.7 We shall be liable for delays in delivery in accordance with the statutory provisions if the respective contract of sale specifies fixed-date delivery as defined by Article § 919 ABGB.
- 4.8 We shall also be liable in accordance with statutory provisions if the delay in delivery is caused by an intentional or grossly negligent breach of contract for which we are responsible. We shall also be held responsible for a fault on the part of our representatives or vicarious agents.
- 4.9 If the delay in delivery has been caused merely by a simple fault and no mandatory liability has been assumed for injury to life, body or health, our liability for loss or damage caused by delays shall be limited as follows: for each completed week of delay, the Customer may demand 0.5 % of the price for the part of the delivery that could not be put into useful operation due to the delay, but not more than 5 % in total. This does not entail a change in the burden of proof to the detriment of the Customer. The Customer's statutory right to rescind the contract shall remain unaffected.
- 4.10 If dispatch or shipment is delayed at the Customer's request by more than one month after notice of readiness for dispatch was given, the Customer may be charged, for every month commenced, storage costs of 0,5% of the price of the goods to be delivered, but not more than a total of 5 %. The two parties to the Contract shall reserve the right to prove that either higher or, as the case may be, lower storage costs were incurred.

**§ 5 Dispatch and Transfer of Risk**

- 5.1 Unless otherwise stated in the written confirmation of order, hardware will be shipped from our distribution centre in Vienna at the expense and risk of the Customer.
- 5.2 Upon shipment of goods, "overall weight dependent" prices will be charged for dispatch, packaging and insurance. Should the Customer request a particular means of delivery, the Customer shall bear the costs incurred.
- 5.3 If shipping or collection of the goods is delayed upon request of the Customer or for reasons which are the fault of the Customer, the risk is transferred to the Customer if the goods ordered have been segregated.
- 5.4 Upon the Customer's request, we will take out cargo insurance for the dispatch; the costs for such insurance shall be borne by the Customer.

**§ 6 Defects**

We shall be liable for defects as follows:

- 6.1 Any parts or services where a defect becomes apparent within the limitation period shall be repaired, replaced or provided again free of charge irrespective of the hours of operation that have elapsed, provided that the reason for the defect already existed at the time when the risk was transferred.
- 6.2 Claims based on defects shall be subject to a limitation period of 12 months. The limitation period comes into effect at the time the risk is transferred (Article 5.1). Should the Supplier offer an extended period of warranty, this shall be applicable.
- 6.3 The Customer shall notify us of defects in writing without due delay.
- 6.4 In case of notification of a defect, the Customer may withhold payments to a reasonable extent and commensurate with the defect which has occurred. The Customer may withhold payments only if notification of the defect is justified beyond any doubt. Unjustified notifications of defect shall entitle us to reimbursement from the Customer of any expenses incurred.
- 6.5 We shall always be given the opportunity to first provide supplementary performance within a reasonable period of time.
- 6.6 Should supplementary performance be unsuccessful, the Customer may rescind the Contract or reduce the price without prejudice to any claims for damages. The Customer may only request replacement for fruitless expenditure, if we are responsible for the defect due to intent or gross negligence.
- 6.7 There shall be no claims based on defect in case of insignificant deviations from the agreed quality, of only minor impairment of usability, of natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable production materials or as a result of external influences not provided for under the Contract, as well as from non-reproducible software errors. Claims based on defects attributable to improper modifications or repair work undertaken by the Customer or third parties and the consequences thereof shall likewise be excluded.

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6.8 The Customer shall have no claim with respect to expenses incurred in the course of supplementary performance, in particular travel, transport, labour and material costs to the extent that expenses are increased because the item of delivery has been moved to a location other than the Customer's establishment, unless the move complies with the proper intended use.

6.9 The Customer's statutory rights of recourse against us are limited to cases where the Customer has not concluded an agreement with his/her customers exceeding the scope of the statutory provisions governing claims for defects. Article 8 shall apply to claims for damages. Claims exceeding the claims based on defect provided for in this paragraph shall be excluded.

#### § 7 Overall Liability

7.1 Any claims for damages the Customer may have – without regard for the legal nature of the claim asserted – shall be excluded.

7.2 Excluded are: a) Damages due to violation of essential contractual duty (cardinal obligations). In case of slight negligence, however, liability for indemnification shall be limited to foreseeable, typically occurring damage. b) Injury to life, body or health, where we are responsible for breach of duty. c) For other damages based on intentional or grossly negligent breach of duty, where the breach of duty on the part of our legal representatives or vicarious agents is of equal status to any breaches of duty on our part. d) Claims for damages due to impossibility or inability.

7.3 The above provisions do not imply a change in the burden of proof to the detriment of the Customer.

7.4 Liability under the product liability law shall remain unaffected.

7.5 In so far as liability for compensation against us is excluded or restricted, this shall also apply with regard to the personal liability for compensations of our salaried employees, representatives and vicarious agents.

#### § 8 Reservation of Ownership

8.1 We reserve the right of ownership to all goods delivered (reserved goods) until such time as all payments due to us by the Customer under the business relationship have been made in full. If the value of all security interest due to us against the Customer exceeds the amount of all secured claims by more than 20%, then, upon request of the Customer, we shall release a corresponding part of the security interest.

8.2 As long as ownership is reserved, the Customer shall neither pledge the goods nor assign them by way of security. Resale shall be permitted in the ordinary course of business and only on condition that the Customer receives payment from his/her own respective customers or stipulates that ownership shall not pass to his/her own respective customers until all our payment claims have been settled.

8.3 In the event of confiscation, seizure or other disposal or intervention by third parties, the Customer shall notify us immediately to allow us to take legal action pursuant to Article § 37 EO. In so far as the third party is not in a position to reimburse us for the judicial and non-judicial costs of legal action pursuant to Article § 35 EO, the Customer shall be liable for the costs of any loss we have sustained.

8.4 If the Customer is in breach of his/her obligations, especially delays in payment, we shall be entitled to rescind the contract and to recover the goods. The Customer is obliged to return the goods. Recovery of goods and/or assertion of the reservation of ownership shall not require us to rescind the contract. Such action or confiscation of the reserved goods by us shall not be deemed as a rescission of contract, unless we have expressly stated this to be the case.

8.5 We accept resale of reserved goods on condition that the Customer resells the purchased goods in the ordinary course of business. In such cases, all claims corresponding to the total invoiced amount (including VAT) due from the resale against customers or third parties, regardless of whether the purchased goods have been resold unprocessed or after processing, shall be assigned to us by the Customer. Even after assignment, the Customer shall remain authorized to collect this claim although obliged to make cession of such a claim recognizable by corresponding entries in his or her books. This shall not affect our right to collect the claim ourselves. We undertake not to collect the claim as long as the Customer meets all obligations to pay from the proceeds received, does not default on payments and, in particular, no petition to institute insolvency proceedings has been filed and the Customer has not ceased to make payments. Should this be the case, we may require the Customer to disclose the assigned claims and the names of the debtors to us, to provide all the information needed for collection, to hand over the pertinent records, and to inform the debtors (third parties) of the assignment.

8.6 In case the purchased goods are processed with other goods, which are not our property, we shall be entitled to a pro-rata co-ownership of the new product to be determined by the ratio of the value of the purchased goods (total invoiced amount including eventual VAT) to the value of the new products at the time of processing. In all other respects, the product created through processing shall be subject to the same provisions that apply to purchased goods delivered with reservation of ownership.

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8.7 If the purchased goods are inseparably mixed with other goods, which are not our property, we shall acquire a share of property in the new product in the same ratio as the value of the purchased goods (total invoiced amount including VAT) to the value of the other mixed products at the time of mixing. If the mixture occurs in such a manner that the Customer's items are regarded as the main items, the Customer shall transfer pro-rata co-ownership to us and retain the sole ownership or co-ownership generated in this way for us.

#### § 9 Place of fulfilment, jurisdiction, applicable law

9.1 The place of fulfilment for both parties for all rights and duties arising from deliveries and services shall be the main office of our company.

9.2 The competent court in Vienna shall be agreed upon as having exclusive jurisdiction for disputes arising out of this Contract or any transactions concluded on the base of this Contract.

9.3 The contractual relationship shall be subject to the laws of the Republic of Austria. The UN Convention on the International Sale of Goods (CISG) shall have no application.

9.4 The data provided by the Customer shall, to the extent permissible, be stored and processed electronically in our computer system.

9.5 Should individual provisions of these terms and conditions become invalid, the validity of the remaining terms will not be affected.

9.6 Should any part of a clause become invalid, this shall not affect the validity of the remaining part of the clause, if it can be separated in terms of its content, is comprehensible in itself and if it constitutes a remaining meaningful clause in the overall context of the general terms and conditions of sale.

In case of discrepancy the German version shall prevail.

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