

§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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4.5 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 lock-outs, 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.

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.

57 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.

58 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 con-

dition 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.

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.

59 Data protection

9.1 When providing services, Quorum Consulting shall comply with the provisions of the Austrian Data Protection Act (DSG 2000).

9.2 When processing personal data provided by the contractual partner, Quorum Consulting shall be considered a service provider within the meaning of Section 4 DSG 2000 and shall only use the personal data within the framework of the contracts with the contractual partner. Quorum Consulting will take appropriate technical and organizational measures to ensure the security and confidentiality of the contractual partner's personal data.

9.3 The contractual partner's data (company register data, address, telephone and fax numbers as well as other information required for addressing that arises from modern communication technologies, locations, contact persons, ordered goods, delivery quantities) from the respective business transaction shall generally only be used for the purposes of processing the contract, particularly for administrative and billing purposes, and processed automatically. For technical reasons, it may be necessary for this data to be stored on a server of another company affiliated with Quorum Consulting.

9.4 By concluding the contract, the contractual partner shall consent to the data provided by Quorum Consulting being passed on to affiliated companies for information purposes and within the framework of the group-wide reporting obligations for statistical purposes and risk management and to the fact that the provided data can be used by Quorum Consulting and/or affiliated companies in accordance with the contracts with the contractual partner. Companies affiliated with Quorum Consulting shall be those in which Aneo Solutions GmbH directly or indirectly owns more than 50% of the shares or holds the industrial leadership or a company that directly or indirectly holds more than 50% of the shares in Quorum Consulting or the industrial leadership or companies directly or indirectly under the same industrial leadership with Quorum Consulting or whose shares are more than 50% directly or indirectly held by the same company as holds the majority of shares in Quorum Consulting. The contracting partner shall give his expressed consent that these companies as well as Quorum Consulting itself provides him with information about goods or services in writing or by email or contact him in any way (e.g. by telephone). Such consent can be revoked at any time in writing or by email.

9.5 Before each transfer of data to Quorum Consulting affiliated companies outside a contracting state of the European Economic Area and/or to third parties, unless it is expressly agreed in the contract for the purpose of contractually agreed data processing, Quorum Consulting shall obtain the contractual partner's consent in advance.

9.6 In case the contractual partner gives his consent for the data processing outside the contracting states of the European Economic Area and/or this is expressly stated in the contract, he shall also give full credit to Quorum Consulting to ensure adequate data protection in third countries, in particular by Quorum Consulting Standard signing contractual clauses with the recipient of the personal data for the transfer of personal data to processors in third countries in accordance with Directive 95/46/EC of the European Parliament and of the Council in accordance with Commission decision of February 5, 2010.

9.7 At the legitimate request of the contractual partner, Quorum Consulting shall make accessible its data processing devices for the purpose of a review of the data processing agreed according to the contract. Quorum Consulting itself or a Review Commission shall carry out this review, which consists of independent members with appropriate professional qualifications obliged to maintain confidentiality.

9.8 In the event of a threat or violation of the protection of personal data, Quorum Consulting shall inform the contractual partner without unreasonable delay. Both contractual partners shall be responsible for restoring the protection of the personal data and shall closely cooperate in notifying the public and/or the relevant supervisory authority.

§10 Newsletter

On our website, you can register for an e-mail newsletter in which we will inform you about our current offers, events and news. To receive the newsletter we need a valid email address. We also ask about the gender of the customer in order to address them in a gender-specific manner. We also ask about your profession and company and address data so that you exclusively receive information relevant for your professional interest respective your region. This data shall only be used for sending the newsletter and shall not be passed on to third parties (see also data protection declaration). Consent to the sending of the newsletter shall be carried out using the double opt-in procedure. After you have entered your email address and clicked "Subscribe", you will receive a notification from us by e-mail. This e-mail contains a link with which you can confirm your consent. You can revoke your consent to the storage of the data and email address as well as to its use for sending the newsletter at any time. The revocation can be carried out via a link in the newsletter itself or by email to the following email address: info@quorum.at.

§11 Confidentiality

11.1 The contractual partners shall agree on unconditional and unlimited confidentiality regarding any details of the concluded contracts as well as confidential information concerning technical, business and operational matters (i.e. even after termination of the contracts concluded in each case) vis a vis third parties, unless they are generally known or known to the recipient through a third party without any obligation of confidentiality, or have been demonstrably developed independently by the recipient or are subject to disclosure due to a legally binding official or judicial decision information.

11.2 The companies affiliated with Quorum Consulting and sub-contractors of Quorum Consulting shall not be considered third parties to the extent that they are subject to a confidentiality obligation corresponding to this provision.

11.3 Personal data relating to Quorum Consulting or third parties provided by the contract between Quorum Consulting and the Contractual partners shall be subject to the data secrecy according to § 6 of the Data Protection Act (DSG 2000) and shall be subject of particular protection against access by third parties. In addition, the involved employees or any third parties shall be obliged to corresponding data secrecy.

§12 Advertising

12.1 The Customer shall declare his explicit consent to receive advertising from Quorum Consulting by email, post or telephone without prior request.

§13 Place of fulfilment, place of jurisdiction, applicable law

13.1 For all rights and obligations arising from our deliveries and services, the registered office of our company shall be the place of fulfilment for both parties.

13.2 For disputes arising from this contract or transactions concluded based on this contract, the exclusive jurisdiction of the relevant court in Vienna shall be agreed.

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

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

13.5 Should individual provisions of these contractual terms and conditions be or become ineffective, this shall not affect the effectiveness of the remaining provisions.

13.6 If a partial clause is ineffective, the effectiveness of the remaining clause shall remain unaffected if its content can be separated from the partial clause, is otherwise understandable on its own and results in a remaining sensible regulation in the overall structure of the contract.

In case of discrepancy the German version shall prevail.