

**General terms and conditions of business and delivery
of
Doculus Lumus GmbH**

Last updated July 5th, 2022

1. General, scope of application

1.1 The General Terms and Conditions of Doculus Lumus GmbH (business name "Doculus Lumus"), registered in the commercial register of the Regional Court for Civil Matters Graz under the number "FN 571158p", are, in their current version, an integral part of all contracts concluded by Doculus Lumus (hereinafter also referred to as "Contractor") with the contracting partner (hereinafter also referred to as "Customer") and form an inseparable part of the written supply and service contracts concluded between Doculus Lumus and the Customer. They apply to all business transactions between Doculus Lumus and the customer, in particular also to all future transactions, even if they are not expressly referred to in individual cases. The version of the General Terms and Conditions current at the time of the conclusion of the contract, available on the homepage (www.doculuslumus.com), shall apply in each case. General terms and conditions of the customer shall not become part of the contract.

1.2 Supplements, amendments or collateral agreements shall require the express written consent of Doculus Lumus in order to be valid.

1.3 Doculus Lumus GmbH provides services in the form of production, distribution, service of mechatronic systems, production and distribution of software and trade in technical equipment, trade in goods of all kinds.

1.4 The customer acknowledges the General Terms and Conditions valid at the time the order is placed. Conflicting or deviating terms and conditions of the customer shall not be recognized unless Doculus Lumus had expressly agreed to their validity in writing.

2. Establishment of a Supply or Service contract

2.1 The establishment of a supply or service contract between Doculus Lumus and the customer is based on a written assignment (order) of the customer and the acceptance of this offer by Doculus Lumus by sending a written order confirmation.

2.2 Promises, representations and warranties on the part of Doculus Lumus or agreements deviating from these GTC in connection with the conclusion of the contract shall only become binding upon written confirmation issued by Doculus Lumus.

2.3 The customer may transfer its rights under the supply or service agreement to third parties only with Doculus Lumus' prior written consent.

2.4 Offers, other cost estimates and sales documents on the part of Doculus Lumus are subject to change. Cost estimates are provided without warranty and are subject to a charge.

2.5 Subsequent amendments to a supply or service contract shall only be binding if such amendments have been agreed in writing.

2.6 Any deviations of the order confirmation from an offer must be objected to by the customer immediately and in writing to Doculus Lumus, otherwise the customer agrees to the deviations and they become part of the contract instead of the provisions originally provided for in the offer.

2.7 In catalogs, price lists, brochures, advertisements on exhibition stands, circulars, advertising mailings or other media (information material), information about products and services that are not attributable to Doculus Lumus must be presented to Doculus Lumus by the customer - if the customer bases its decision to place an order on such information. In this case Doculus Lumus can comment on their correctness. If the customer violates this obligation, such information is non-binding, unless it has been expressly declared in writing to be part of the contract.

3. Prices

3.1 The contract for deliveries or services is only concluded with the written order confirmation by Doculus Lumus. The electronic, written or verbal offer by Doculus Lumus is to be understood as an invitation to the customer to place an order. All offers are subject to sufficient service capacity. The mere sending of an offer does not imply any obligation on the part of Doculus Lumus to perform the services.

3.2 Price quotations are in principle not to be understood as a lump sum price.

3.3 The offers and order confirmations are always made subject to a positive credit check of the customer and subject to timely and proper advance payments by the customer.

3.4 In principle, the prices stated in the order confirmation shall apply. The prices are net plus statutory value-added tax, which will be shown separately in the invoice at the statutory rate on the day of invoicing. In addition, unless otherwise stated in the offer, the Customer shall also bear all necessary incidental expenses such as travel, transport and, if applicable, accommodation costs incurred by Doculus Lumus or its employees as a result of the proper performance of the order. Packaging, transport. Loading and shipping costs as well as customs and insurance are at the expense of the customer. Doculus Lumus is only obliged to take back packaging if expressly agreed.

3.5 The customer has to arrange for the professional and environmentally sound disposal of old material. If Doculus Lumus is separately commissioned to do so, the customer shall additionally compensate Doculus Lumus to the extent agreed upon, in the absence of a fee agreement.

4. Payment conditions

4.1 Unless otherwise agreed in writing, the purchase price is payable within 14 days of invoicing without any deductions. Alternatively, fees or payments can also be settled in cash with one of the shareholders.

4.2 The set-off of both judicial and extrajudicial counterclaims of the customer with claims on the part of Doculus Lumus is excluded. The customer is not entitled to withhold payments due to possible counterclaims or complaints. In case of violation of the offsetting prohibition, Doculus Lumus reserves the right to stop further services.

4.3 In case of necessity to issue a reminder letter - if the outstanding fees or invoices have not been paid in due time - Doculus Lumus will charge reminder fees in the amount of € 10 per written reminder. In addition, interest on arrears of 5% p.m. of the outstanding amount may be charged. Upon receipt of the second written reminder, any discounts or rebates granted will be forfeited, so that the customer will owe the regular price including reminder fees and interest on arrears.

4.4 If the customer defaults on the payment of a due invoice, all further invoice receivables become due immediately. Doculus Lumus may also demand immediate payment of all invoices if an insolvency petition is filed against the customer's assets or if checks are not honored by the drawn credit institution. In case of insolvency proceedings or dishonor of a check, Doculus Lumus is entitled to withdraw from the contract and to claim damages for non-performance. Doculus Lumus may make further services dependent on advance payment or a corresponding security deposit if the customer is in default with the settlement of an invoice for a debt.

4.5 If circumstances become known after the order confirmation that justify doubts about the creditworthiness and solvency of the customer or if the customer defaults on other obligations, Doculus Lumus is entitled to provide the service only against advance payment or security or to withdraw from the contract. In this case, Doculus Lumus is entitled to discontinue services that have already been started.

5. Credit assessment

5.1 The customer declares his express consent that his data may be transmitted to the state-preferred creditor protection associations Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870 (KSV) exclusively for the purpose of creditor protection.

6. Cooperation obligation of the customer

6.1 The customer supports Doculus Lumus in the fulfillment of its contractually owed services. This includes in particular the timely provision of logo files, if ordered.

6.2 The obligation to perform on the part of Doculus Lumus begins at the earliest as soon as all technical details have been clarified, the customer has created the technical as well as

legal prerequisites (which will be gladly communicated upon request), Doculus Lumus has received agreed down payments or security deposits, and the customer has fulfilled his contractual obligations of advance performance and cooperation.

6.3 The customer has to arrange the necessary authorizations of third parties as well as notifications and authorizations by authorities at his own expense. These can be requested from Doculus Lumus.

6.4 The customer shall cooperate at his own expense.

7. Performance

7.1 Doculus Lumus is only obligated to consider subsequent requests for changes and extensions by the customer if they are necessary for technical reasons in order to achieve the purpose of the contract.

7.2 Minor changes to the performance of services that are reasonable and objectively justified for the customer shall be deemed to have been approved in advance.

7.3 If, after the order has been placed, the order is amended or supplemented for whatever reason, the delivery/performance period shall be extended by a reasonable period of time in accordance with written correspondence.

7.4 If, after conclusion of the contract, the customer requests performance of the service within a shorter period of time, this shall constitute an amendment to the contract. As a result, additional costs may be incurred and/or additional costs may accrue due to the acceleration of material procurement, and thus the remuneration may change appropriately in relation to the necessary additional expenditure.

8. Delivery and performance period

8.1 The delivery and performance period remains subject to a specific agreement in individual cases.

8.2 Delivery/performance deadlines and dates are only binding for Doculus Lumus if they have been stipulated in writing. Any deviation from this formal requirement must also be in writing.

8.3 Unforeseen events (such as force majeure, strike, lockout, loss of production, lack of transportation and traffic and operational disruptions) shall release Doculus Lumus (without limiting the right to subsequent delivery) from timely performance. If Doculus Lumus exceeds the agreed delivery or performance date due to unforeseen events, the customer is not entitled to claim damages, loss of profit or penalties for delay. This does not affect the customer's right to withdraw from the contract in case of delays that make it unreasonable to bind the customer to the contract.

8.4 If the start of the performance or the execution is delayed or interrupted due to any circumstances attributable to the customer, in particular due to the violation of the duties to cooperate pursuant to item 6, performance periods shall be extended accordingly and completion dates shall be postponed accordingly.

9. Risk assumption

9.1 Doculus Lumus products are generally sold "DAP" (Delivered At Place) or "Ex Works", unless otherwise agreed in writing. INCOTERMS 2020 shall apply in accordance with the transfer of risk and cost.

9.2 The entrepreneurial customer will take out appropriate insurance against the risk of package loss/damage in case of a shipment "ex works". Doculus Lumus undertakes to take out goods transport insurance in case of a shipment "DAP". The customer accepts any mode of shipment customary in the market.

9.3 In the case of private customers, as well as in the general case of a legal obligation, Doculus Lumus will arrange for any necessary insurance for deliveries "DAP".

10. Retention of title

10.1 The goods delivered or otherwise handed over by Doculus Lumus remain the property of Doculus Lumus GmbH until all claims against the customer arising from the business relationship have been satisfied.

10.2 During the existence of the retention of title, the customer is prohibited from pledging or assigning the goods as security. A resale is only permitted with the prior express consent of Doculus Lumus, stating the name and exact address of the buyer. In the event of seizure, attachment or other dispositions or interventions by third parties, the customer must notify Doculus Lumus immediately. In case of consent, the purchase price claim is deemed assigned to Doculus Lumus already from that moment on.

10.3 If the customer is in default of payment, Doculus Lumus is entitled to demand the return of the goods subject to retention of title after setting a reasonable grace period.

10.4 The customer shall immediately notify Doculus Lumus prior to the opening of bankruptcy proceedings against its assets or the seizure of the reserved goods.

11. Property rights of third parties

11.1 The customer ensures that Doculus Lumus obtains the rights necessary to use all materials provided. Doculus Lumus is not responsible for the content provided by the customer. In particular, Doculus Lumus is not obligated to check these contents for possible legal violations. Should a third party make a claim against Doculus Lumus for possible infringements resulting from the content of the project, the customer agrees to indemnify Doculus Lumus from any liability and to reimburse Doculus Lumus for any costs incurred by Doculus Lumus due to the possible infringement.

11.2 For delivery items that Doculus Lumus manufactures according to customer documents (design data, drawings, models or other specifications, etc.), only the customer warrants that the manufacture of these delivery items does not infringe the intellectual property rights of third parties.

11.3 If third party intellectual property rights are nevertheless asserted, Doculus Lumus is entitled to stop the production of the delivered goods at the risk of the customer until the third party rights are clarified, unless the unjustified nature of the claims is obvious.

11.4 The customer indemnifies and holds Doculus Lumus harmless in this respect.

12. Compensation and product liability

12.1 Doculus Lumus will only compensate for damage incurred by the customer if the customer proves that it was caused by gross negligence on the part of Doculus Lumus or its employees. The liability of Doculus Lumus for consequential damages is excluded. Compensation for damages is in any case limited to the value of the delivered product or service. This limitation also applies with respect to damage to an item that Doculus Lumus has accepted for processing.

12.2 The limitations or exclusions of liability shall also include claims against Doculus Lumus' employees, representatives and vicarious agents for damages they cause to the customer without reference to any contract on their part with the customer.

12.3 Any recourse claims the customer may have against Doculus Lumus under the title of product liability are excluded unless the customer proves that the defect was caused within the sphere of Doculus Lumus and was at least due to gross negligence.

12.4 Doculus Lumus does not assume any further liability or guarantee, neither in terms of quality nor in terms of time, with regard to the use or usability of the products, in particular for any availability or available capacity.

12.5 Doculus Lumus is liable for culpable damages in case of breach of essential contractual primary obligations (cardinal obligations) or in case of absence of warranted characteristics or success. Beyond that, liability, regardless of the legal reason, is excluded. The liability of Doculus Lumus for damages resulting from injury to life, body or health according to the Product Liability Act or for damages caused by gross negligence or intentionally remains unaffected.

12.6 The liability of Doculus Lumus is excluded for damage caused by improper handling or storage, overuse, failure to follow operating and installation instructions, faulty assembly, commissioning, maintenance, servicing by the customer or by third parties not authorized by Doculus Lumus, or natural wear and tear, if this event was causal for the damage. Likewise, the exclusion of liability exists for omission of necessary maintenance.

12.7 If and to the extent that the customer can claim insurance benefits for damages for which Doculus Lumus is liable through a damage insurance policy of its own or concluded in

its favor (e.g. liability insurance, hull, transport, fire, business interruption and others), the customer undertakes to claim the insurance benefit and limits the liability of Doculus Lumus towards the customer to the disadvantages incurred by the customer as a result of claiming this insurance (e.g. higher insurance premium).

12.8 Those product characteristics are owed which can be expected by the customer with regard to the approval regulations, operating instructions and other product-related instructions and notes (in particular also inspection and maintenance) of Doculus Lumus, third party manufacturers or importers, taking into account the customer's knowledge and experience. The customer as reseller shall take out sufficient insurance for product liability claims and indemnify and hold Doculus Lumus harmless with respect to recourse claims.

13. Warranty

13.1 A warranty claim of the customer requires that the customer immediately notifies Doculus Lumus of the defects that have occurred. In case of unjustified notices of defects, the customer shall reimburse Doculus Lumus for all expenses and costs associated with the handling and inspection of such defects.

13.2 All warranty claims expire within 6 months from the transfer of risk. The burden of proof that the products of Doculus Lumus were defective at the time of delivery shall be borne by the customer.

13.3 The warranty claim as a result of a timely and justified notice of defects shall be limited to the claim for supplementary performance and improvement. A claim for price reduction does not exist. In the event that the defect cannot be remedied, there shall only be a claim for replacement.

13.4 Remedies of a defect alleged by the customer shall not constitute an acknowledgement of a defect.

13.5 In order to remedy defects, the customer must make the equipment accessible to Doculus Lumus without culpable delay and allow Doculus Lumus or experts appointed by Doculus Lumus to inspect the equipment.

13.6 If the customer's allegations of defects are unjustified, the customer is obligated to reimburse Doculus Lumus for the expenses incurred in determining that the defect is free of defects or in correcting the defect.

13.7 Any use or processing of the defective delivery item that threatens further damage or makes it difficult or impossible to remedy the cause shall be discontinued by the customer immediately, unless this is unreasonable.

14. Interlectual property

14.1 Deliverables and related execution documents, instructions, cost estimates and other documents as well as software provided by Doculus Lumus or created by its contribution remain the intellectual property of Doculus Lumus.

14.2 Their use, in particular their passing on, duplication, publication and making available including also only excerpts copying, as well as their imitation, treatment or utilization requires the express agreement of Doculus Lumus.

14.3 To the extent that Doculus Lumus provides the customer with software products or enables the customer to use software products, the customer has the non-exclusive, non-transferable, non-sublicensable right, limited to the term of the agreement, to use the software products in unmodified form. Any transfer of the rights of use to third parties requires prior written agreement between Doculus Lumus and the customer. The rights of use are not transferred to the customer until the customer has paid the remuneration in full.

14.4 The customer is expressly prohibited from modifying, translating or using intellectual property of Doculus Lumus GmbH as a basis for his own products, unless this has been expressly agreed in writing.

14.5 All documents provided to the customer, in particular presentations, documentation, etc., may not be reproduced or distributed in any way, whether for a fee or free of charge, without the consent of Doculus Lumus. The express consent must be in writing.

14.6 All rights to ideas, designs, concepts, techniques, inventions, discoveries or improvements brought to the attention of the customer in connection with the provision of services by Doculus Lumus shall remain the unrestricted property of Doculus Lumus, unless otherwise agreed. The provisions of the Copyright Act shall apply between the parties even if the necessary requirements for protection should not be met in the individual case.

14.7 Doculus Lumus shall have the right to place a notice of authorship in a suitable place, which may not be removed without Doculus Lumus' consent.

15. Secrecy and data protection

16.1 Doculus Lumus shall not exploit trade and business secrets that become known to it in the course of its activities, unless this is necessary for the fulfillment of the contractual obligation. The customer further agrees to maintain secrecy with respect to third parties regarding any knowledge gained from the business relationship. This obligation shall apply beyond the duration of the contractual relationship.

16.2 Doculus Lumus is authorized to disclose, transfer or otherwise use the data if it is required to do so by law or if the customer expressly releases Doculus Lumus from its duty of confidentiality.

16.3 The Customer expressly consents to the processing and transmission of its data within the Doculus Lumus group of companies for the purposes of providing all the services covered

by these General Terms and Conditions of Sale. The Customer has a right of withdrawal at any time.

16.4 The customer agrees that his/her personal data may be processed and used by Doculus Lumus in the context of the offered services, for example to send electronic advertising via e-mail or SMS. The same applies to those cases in which interested parties have requested information and the like from Doculus Lumus by disclosing their personal data or in cases in which interested parties have provided their data to Doculus Lumus in the context of competitions, prize draws, etc. Doculus Lumus guarantees data confidentiality in accordance with the provisions of the Data Protection Act.

16. Jurisdiction and Applicable law

17.1 The exclusive place of jurisdiction for all disputes arising directly or indirectly from a supply or service contract shall be the court with subject-matter jurisdiction at the headquarters of Doculus Lumus.

17.2 All contracts for the supply of goods and services shall be governed by Austrian law, excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.

17.3 For delivery and payment, the place of performance shall be the registered office of Doculus Lumus, even if the handover takes place at another location as agreed.

17.4 The customer shall immediately notify Doculus Lumus in writing of any changes in its name, company name, address, legal form or other relevant information.

17. Severability clause

18.1 Should one or more provisions of these "General Terms and Conditions of Business and Delivery" be or become invalid, inapplicable or void, this shall not affect the validity of the remaining general terms and conditions that have become part of the contract. The ineffective, inapplicable or void condition shall rather be deemed to have been replaced by an effective, applicable and valid condition that comes as close as possible to its comes as close as possible.

18.2 The parties undertake to agree on a replacement provision for invalid, inapplicable or void provisions - based on the horizon of honest contracting parties - which comes closest to the economic result, taking into account the customary nature of the invalid provision.