

General Terms and Conditions of Sale (GTC) of voidsy gmbh for business transactions

Version 1.2; released September 2024

1. VALIDITY AND AMENDMENT OF THE GTC

- 1.1. These Terms and Conditions of Sale (hereinafter referred to as GTC) shall apply between us, voidsy gmbh and natural and legal persons (hereinafter referred to as the Customer) for the present business-related legal transaction (B2B) as well as for all future transactions, even if no express reference is made to them in individual cases, in particular in the case of future **supplementary or follow-up orders**. Contracts are entered into solely in accordance with our General Terms and Conditions.
- 1.2. The latest release of our General Terms and Conditions in force at the time of the conclusion of the contract shall be applicable.
- 1.3. Terms and conditions of the Customer or amendments or supplements to our GTC require our express written consent in order to be valid.
- 1.4. The Customer's terms and conditions shall not be recognised even if we do not expressly object to them upon receipt.
- 1.5. The Customer shall be notified of changes to these GTCs at least two months, before the changes come into effect. The changes will be identified in a comparison. Consent to the amendments to the contract shall be deemed to have been granted, if voidsy gmbh has not received any objection from the Customer by the time the amendments enter into force.

2. OFFERS, CONCLUSION OF CONTRACT

- 2.1. Our quotes are made on the basis of these GTCs and are non-binding in all respects.
- 2.2. All documents provided to the Customer in the offer, such as drawings, descriptions, dimensions and weights, are only approximate and do not constitute a guarantee of product quality.
- 2.3. Promises, assurances and guarantees on our part or agreements deviating from these GTC in connection with the conclusion of the contract, shall only become binding upon our written confirmation.
- 2.4. Quotations are provided without guarantee and are subject to a charge.
- 2.5. Quotations shall be deemed accepted upon the Customer's written confirmation.
- 2.6. The terms outlined in the quote apply solely to the specific offer and the country of destination as designated by the Customer. voidsy gmbh accepts no liability for disadvantages and claims arising from using the delivered products outside the country of destination.

3. SERVICES AND MAINTENANCE CONTRACTS

- 3.1. Service quotes are prepared individually according to the Customer's requirements. The project planning forms the basis of the order as a project description. Travelling time and any instructions, training and certifications to be carried out before entering the site are considered working time.
- 3.2. If no order is placed, the Customer will be charged an expense allowance of 10 percent of the order value offered for preparing the quotation.
- 3.3. The Customer shall pay for services ordered that are not covered by the original order. voidsy gmbh shall charge the actual costs based on the hourly rates for services valid at the time the service is provided.
- 3.4. Fees and prices for long-term contracts, which provide services and goods for a period exceeding one year, shall be subject to value adjustment in accordance with the CPI 2010. The fees shall be adjusted accordingly to reflect changes in the index. The month in which the contract was concluded is taken as the starting point. The adjusted prices will be commercially rounded to whole cents.

- 3.5. The general rule for services is that voidsy gmbh owes best endeavours, but is not liable or responsible for any particular success; this also applies in particular in connection with research and development orders or testing of prototypes.

4. SALES CONTRACTS

- 4.1. voidsy gmbh is not obligated to check any documents, information, or instructions provided by the Customer regarding the delivery item—beyond compliance with any applicable guidelines—and our liability in this respect is excluded.
- 4.2. **Customers are contractually prohibited from reselling our products without our express authorisation.** A resale shall be authorized by us if we have been notified of this in good time in advance, stating the name and exact address of the new purchaser, and the sale has been approved (by the authorities). The Customer shall reimburse voidsy gmbh for the expenses incurred in obtaining authorisations from third parties at actual cost on the basis of the hourly rates for services valid at the time of performance.

5. PRICES

- 5.1. Prices are not to be understood as all-inclusive prices.
- 5.2. Prices are quoted in EURO plus the applicable statutory VAT and ex-warehouse (EXW Wels, Incoterms 2020). Packaging, transport, loading and shipping costs, customs duties, and insurance shall be borne by the Customer. We are only obliged to take back packaging, if this has been expressly agreed.

6. PAYMENT

- 6.1. Invoices are due for payment within 30 days without deduction, free voidsy gmbh's paying agent.
- 6.2. The authorisation to deduct a discount requires an express written agreement. Payment dedications made by the Customer on transfer vouchers are not binding for us.
- 6.3. If the Customer defaults on payment under any other contractual relationship with us, we shall be entitled to suspend the fulfilment of our obligations under this contract until the Customer has performed such commitments.
- 6.4. We shall also be entitled to demand payment of all claims for services already rendered under the current business relationship with the Customer.
- 6.5. Payment deadlines shall be deemed to have been met if voidsy gmbh can freely dispose of the full amount within the agreed deadline. All associated charges or interest shall be borne by the Customer.
- 6.6. If the payment deadline is exceeded, even if only with respect to a single partial service, any benefits granted (discounts, rebates, etc.) shall lapse, and the invoices shall become more expensive.
- 6.7. In the event of default in payment, the Customer undertakes to reimburse us for the necessary and reasonable costs (reminder costs, collection fees, legal fees, etc.) for settling the claim. For reminders, the Customer undertakes to pay reminder fees of EUR 40 per reminder in the event of culpable default in payment, provided that is a reasonable proportion to the claim being pursued. We reserve the right to claim further damages caused by default.
- 6.8. In accordance with § 456 UGB, we are entitled to charge 9.2% points above the base interest rate in the event of culpable default of payment.
- 6.9. The Customer shall only be entitled to set-off to the extent that a court has established counterclaims, have been recognized by us or we have had to disclose our inability to pay.

7. OBLIGATIONS OF THE CUSTOMER

7.1. GENERAL CUSTOMER OBLIGATIONS

7.1.1. The Customer is not authorized to assign claims and rights arising from the contractual relationship without our written consent.

7.1.2. The Customer is obliged to provide all information required to obtain authorisation immediately.

7.2. SERVICES AND MAINTENANCE

7.2.1. The Customer will ensure,

7.2.1.1. that voidsy gmbh is granted access to the test area. If instruction, training or certification is to be carried out before entering the site, voidsy gmbh must be informed of this in good time before arrival.

7.2.1.2. that work can begin as soon as our personnel arrive.

7.2.1.3. that the necessary third-party authorisations and authorities' notifications and authorisations have been arranged at his expense.

7.2.1.4. that the energy and water required for the performance of the service (including trial operation) will be provided free of charge.

7.2.1.5. that lockable rooms which are not accessible to third parties are made available to us free of charge for the duration of the performance of the service for the stay of personnel and for the storage of tools and materials.

7.2.1.6. that the technical installations, such as supply lines, cabling, networks and the like are in a technically perfect and operational condition and are compatible with the services and maintenance work offered by us.

7.2.2. The Customer must provide the necessary information about escape routes, other structural obstacles, and possible sources of danger before the start of the work without being asked to do so.

7.3. PRODUCT PURCHASE

7.3.1. The Customer is liable for ensuring that the necessary structural, technical and legal requirements are met and are compatible with our products.

7.3.2. The Customer undertakes to check the products and their accessories for damage and deviations before each commissioning. For products that need to be calibrated, regular maintenance and inspection of the calibration body must be carried out.

7.3.3. If the product contains data archiving and recording functions, the Customer is obliged to regularly back up the data.

7.3.4. If the product is integrated into a network, the Customer must take the necessary protective measures for the hardware and software within the framework of network security.

8. EXECUTION OF SERVICES, DELIVERY AND SERVICE DEADLINES

8.1. Bindingly agreed deadlines or delivery periods shall commence with the occurrence of the latest of the following events:

8.1.1. the working day following the date of the Customer's order

8.1.2. the date of fulfilment of the requirements on the part of the Customer, regardless of the type,

8.1.3. the date on which voidsy gmbh receives the (official) export license or the confirmation thereof for the delivery.

8.2. We are only obliged to take into account subsequent requests for changes and extensions by the Customer, if these are necessary for technical reasons in order to fulfil the purpose of the contract.

8.3. Minor changes to our performance which are objectively justified and reasonable for the Customer shall be deemed to have been approved in advance.

8.4. If, for any reason whatsoever, the order is amended or supplemented after it has been placed, the delivery/performance period shall be extended by a reasonable period.

8.5. Partial deliveries and services are permitted and may be invoiced separately.

8.6. If a delivery or service on call has been agreed upon, the service/product shall be deemed to have been called no later than twelve months after the order.

8.7. Delivery/service deadlines and dates are only binding for us if they have been specified in writing. Any deviation from this formal requirement must also be in writing.

8.8. Deadlines and dates shall be postponed in the event of force majeure, strikes, unforeseeable delays by our suppliers for which we are not responsible or other comparable events beyond our control for the period during which the relevant event continues. This shall not affect the Customer's right to withdraw from the contract in the event of delays that make it unreasonable to expect the Customer to honour the contract.

8.9. The following events shall be presumed to constitute a force majeure event until proven otherwise. The affected party must prove the existence of one or more of the following events when asserting the claim of force majeure:

8.9.1. war, whether declared or undeclared, hostilities, attacks, acts of a foreign enemy, extensive military mobilisation;

8.9.2. civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy;

8.9.3. currency and trade restrictions, embargo, sanctions;

8.9.4. lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalisation;

8.9.5. plague, epidemic, natural disaster or extreme natural event;

8.9.6. explosion, fire, destruction of equipment, at least seven (7) days of continuous failure of means of transport, telecommunications, information systems or energy;

8.9.7. general industrial unrest such as boycotts, strikes and lockouts, slowdowns, and occupation of factories and buildings.

8.10. If the start of the performance of the service or the performance is delayed or interrupted due to circumstances attributable to the Customer, in particular, due to a violation of the duty to cooperate in accordance with point 7, the performance periods shall be extended accordingly, and the completion dates shall be postponed accordingly.

8.11. We shall be entitled to charge 5% of the invoice amount for each month of delay in performance commenced for the storage of equipment and the like at our company that is necessary as a result, without prejudice to the Customer's obligation to pay and his obligation to accept shall remain unaffected by this.

8.12. In the event of contract termination due to default of voidsy gmbh, the Customer must provide a written notice setting a grace period and simultaneously indicate the intention to terminate the contract if the default is not remedied within that period.

9. TRANSFER OF RISK

9.1. The risk shall pass to the Customer as soon as we have the product ready for collection from the factory or warehouse.

9.2. The Customer shall insure himself against this risk accordingly. We undertake to take out transport insurance at the Customer's written request and expense. The Customer authorises any customary method of shipment.

9.3. Unless otherwise agreed (e.g., through formal or joint acceptance), the time of conveyance, particularly the transfer of risk, shall be the day on which the Customer is notified by us of the completion. In the

absence of a justified refusal of acceptance, the contractually agreed performance and goods shall be deemed to have been conveyed to the customer's power of disposal on the day the Customer is notified by us of the completion.

- 9.4. If a joint or formal acceptance is planned and the Customer does not attend the event on the date notified to him, the handover shall be deemed to have taken place on that date.

10. DEFAULT OF ACCEPTANCE

- 10.1. If the Customer defaults on acceptance, we shall be entitled to store the goods at our premises if we insist on fulfilling the contract, for which we shall be entitled to a storage fee.
- 10.2. In the event of a justified cancellation of the contract, we shall be entitled to claim from the Customer, without the burden of proof of actual damage, a lump-sum compensation amounting to 10% of the gross order value.

11. RETENTION OF TITLE

- 11.1. The goods remain our property until full payment has been received.
- 11.2. In the event of a resale, the purchase price claim shall be deemed assigned to us already now.
- 11.3. Until full payment of the remuneration or the purchase price has been made in full, the Customer must note this assignment in his books and on his invoices and inform his respective debtors thereof. Upon request, the Customer shall provide us with all documents and information necessary to assert the assigned claims and entitlements.
- 11.4. If the Customer defaults on payment, we shall be entitled to demand the return of the reserved goods after setting a reasonable period of grace.
- 11.5. The Customer must inform us without delay of the opening of bankruptcy proceedings against his assets or the seizure of our reserved goods.
- 11.6. The Customer expressly agrees that we may enter the location of the goods subject to retention of title in order to assert our retention of title.
- 11.7. The Customer shall bear the necessary and reasonable costs for appropriate legal action.
- 11.8. Asserting the retention of title shall not constitute a rescission of the contract unless expressly stated otherwise by voidsy gmbh.
- 11.9. Until all our claims have been paid in full, the product may not be pledged, transferred by way of security or encumbered with third-party rights. In the event of seizure or other claims, the Customer is obliged to point out our right of ownership and to inform us immediately.

12. PROPERTY RIGHTS

- 12.1. Products and related implementation documents, plans, sketches, cost estimates and other documents, as well as software provided by us or created by our contribution, shall remain our intellectual property.
- 12.2. When purchasing software products or products with firmware, voidsy gmbh grants the Customer a simple work-use license to use software products or products with firmware.
- 12.3. The Customer has the exclusive right to use the purchased products as intended.
- 12.4. The Customer may not decompile, reverse engineer, translate, integrate or customize individual components or the entire firmware application. The same applies to the reversion of the machine code into a readable, modifiable or derivable form.
- 12.5. Their use, in particular their dissemination, reproduction, publication and provision, including copying of extracts, as well as their imitation, processing or utilisation, requires our express consent.

- 12.6. Opening sealed goods automatically encrypts the software used in the goods and renders the goods inoperable until they are restored by voidsy gmbh.

- 12.7. The Customer undertakes to maintain confidentiality vis-à-vis third parties with regard to the knowledge obtained from the business relationship.

- 12.8. If a third party claims that approach the Customer due to alleged infringements of industrial property rights arising from the software and firmware developed by voidsy gmbh, voidsy gmbh shall indemnify the Customer against the claims if the Customer does not make any written or verbal declarations or acknowledgements to third parties. If the Customer becomes aware of the infringement of industrial property rights and copyrights, he shall be obliged to inform voidsy gmbh of this immediately in writing.

13. EXPORT

- 13.1. The final use and destination of our goods may result in a requirement for approval, particularly in the case of deliveries outside the European Union.
- 13.2. The Customer is obliged to provide all the information and assistance necessary to obtain the export license or permit required for the export of the goods.
- 13.3. voidsy gmbh does not guarantee the successful acquisition of the necessary approvals but is obligated to make reasonable efforts to obtain the export license required for exporting the goods from the country of origin. voidsy gmbh undertakes to inform the Customer as soon as possible about delays or problems in the approval process.
- 13.4. The Customer may only use all documents and information submitted for export in order to comply with the applicable import and export regulations. The Customer shall obtain and maintain, at its own expense, all import licenses, permits or other authorisations required for the import of the goods.
- 13.5. The Customer agrees to sign the End-Use Certificate provided by the voidsy gmbh, which documents the final destination and the end-use of the delivered goods. The signing and submission of the certificate are prerequisites for delivery and must comply with applicable legal and regulatory requirements.
- 13.6. If the Customer acts as an intermediary or distributor, it also undertakes to ensure that the end Customer signs an identical end-user declaration before delivery, documenting the destination and intended use of the goods. The Customer shall indemnify and hold voidsy gmbh harmless against any claims, damages or legal consequences resulting from non-compliance with the obligations arising from export and foreign trade law or from unlawful use of the goods by third parties.
- 13.7. voidsy gmbh reserves the right to terminate contracts if national or European export regulations, in particular, but not limited to, AußWG (Foreign Trade Act), AußWV (Foreign Trade Regulations), Dual Use-Regulation, SKG (Security Control Act), embargo regulations and customs control laws as well as the regulations of the US export and re-export law, are contrary to or the necessary export licenses cannot be obtained. The same applies in the event of changes to the statutory provisions on export control and the sanctions lists.
- 13.8. The Customer expressly waives the assertion and enforcement of claims arising from the termination of the contract, of penalties, contractual penalties or claims for damages to which he may be entitled in connection with the termination of the contract under clause 13.7. in the event of termination by voidsy gmbh in accordance with clause 13.7.
- 13.9. If the contract is terminated by voidsy gmbh in accordance with clause 13.7, any advance payments will be refunded to the Customer, less the amount stated in the quotation for obtaining the export license.
- 13.10. If voidsy gmbh is denied the export license due to reasons for which the Customer is responsible, the customer will be required to reimburse voidsy gmbh for the actual cost of the service, based on the hourly rates for services valid at the time the service is

provided.

- 13.11. Contractually agreed deadlines for delivery and performance shall only commence at the time when the export licenses required for the contract are available.
- 13.12. Should the permit not be granted within seven (7) months of the application, both parties have the right to terminate the contract with immediate effect.
- 13.13. If the Customer commissions voidsy gmbh to collect the goods, voidsy gmbh must be provided with a proper carrier certificate or a declaration with a customs exit confirmation in order to provide proof of the actual crossing of the border of the goods. If the Customer does not present the export certificate, voidsy gmbh reserves the right to charge sales tax retrospectively.
- 13.14. The Customer shall indemnify and hold voidsy gmbh harmless from any claims, damages, fees or legal consequences arising from a failure to comply with the obligations under export and foreign trade law or from the unlawful use of the goods by third parties.

14. GUARANTEE

- 14.1. The warranty period for our services and products is one (1) year from the date of conveyance, as defined in clause 9.3. For software, the warranty period is six (6) months from the date of conveyance.
- 14.2. voidsy gmbh does not guarantee the functionality, compatibility and interface suitability of the products with third party software. The warranty for software and firmware is limited to reproducible defects documented in writing. voidsy gmbh does not assume any warranty or liability for loss of data.
- 14.3. Modifications, repairs or revisions of hardware or software by the Customer will void the warranty unless our prior written consent has been obtained.
- 14.4. The Customer must always prove that the defect already existed at the time of conveyance.
- 14.5. To remedy defects, the Customer must make the products available to us without culpable delay and give us the opportunity to have them inspected by us or an expert appointed by us. The rectification of a defect claimed by the Customer does not constitute an acknowledgement of a defect.
- 14.6. Notifications of defects and complaints of any kind must be made in writing immediately at the registered office of our company, giving as precise a description of the defect as possible and stating the possible causes, otherwise the warranty claims shall be forfeited. The products complained about are to be handed over by the Customer, insofar as this is feasible.
- 14.7. If the Customer's claims of defects are unjustified, the Customer shall be obliged to reimburse us for any expenses incurred in establishing the absence of defects or rectifying defects.
- 14.8. The Customer must immediately discontinue any use of the defective delivery item which may cause further damage or make it difficult or impossible to remedy the cause must be discontinued by the Customer immediately, unless it is unreasonable.

We shall be entitled to carry out or cause to be carried out any investigation we deem necessary, even if this renders the products unusable. In the event that this investigation reveals that we are not responsible for the defect, the Customer shall bear the costs of the investigation against a reasonable fee.

- 14.9. The transport and travelling costs incurred in connection with the rectification of defects shall be borne by the Customer. At our request, the Customer shall provide the necessary labour, energy and premises free of charge and shall cooperate in accordance with Clause 7.
- 14.10. The Customer must allow us at least two attempts to remedy the defect.
- 14.11. We can avert a request for cancellation by improving or reducing the price appropriately, provided that the defect is not significant and irreparable.

14.12. The obligation to update software according to § 7 VGG is limited to the technical functionality of the product during the contractually agreed warranty period.

14.13. Warranty claims against voidsy gmbh in connection with the testing of products or prototypes of voidsy gmbh that are not (yet) authorized for placing on the market are generally excluded.

15. LIABILITY

- 15.1. We shall only be liable for breach of contractual or pre-contractual obligations, in particular, due to impossibility, delay, etc., in the event of financial loss in cases of intent or gross negligence.
- 15.2. Liability for damage to property is limited to the maximum liability amount of the liability insurance taken out by us.
- 15.3. Claims for damages must be asserted in court within one year; otherwise, they will lapse.
- 15.4. The limitations or exclusions of liability also include claims against our employees, representatives, and vicarious agents for damage they caused to the Customer without reference to a contract between them and the Customer.
- 15.5. Our liability is excluded for damage caused by improper handling or storage, overloading, non-compliance with operating and installation instructions, incorrect assembly, commissioning, maintenance, servicing by the Customer or third parties not authorized by us, or natural wear and tear, insofar as this event was the cause of the damage. Liability is also excluded for failure to carry out necessary maintenance.
- 15.6. Liability for damage resulting from the use of prototypes that are not yet authorised for placing on the market but are used for test purposes is generally excluded.
- 15.7. The above exclusions and limitations of liability do not apply if voidsy gmbh has expressly assumed guarantees, in the case of damages resulting from injury to life, limb or health, as well as in cases of mandatory statutory provisions.

16. GENERAL INFORMATION

- 16.1. Austrian law shall apply exclusively, to the exclusion of the conflict of laws rules and the provisions of the UN Convention on Contracts for the International Sale of Goods.
- 16.2. The place of fulfilment is our registered office in Wels.
- 16.3. The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between voidsy gmbh and the Customer is the court with local jurisdiction for our registered office.
- 16.4. The Customer must notify us immediately in writing of any changes to its name, company, address, legal form or other relevant information.
- 16.5. The primary language for any document and information is German unless another language has been expressly agreed in writing or is required by law. If documents are provided in other languages, the German version shall prevail.
- 16.6. All agreements, including any amendments to them and all statements to be made in connection with the concluded contract, shall only be effective if made in writing. Statements made by fax or email fulfil the requirements of the written form but not the written form.
- 16.7. Should any part of the contract, including these GTCs, be or become invalid, it shall not affect the validity of the remaining parts as long as the essential purpose of the contract remains intact despite the invalidity.