

MICROS AUTOMATION GMBH | SRL

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**GENERAL TERMS AND CONDITIONS OF PURCHASE
MICROS AUTOMATION SRL**

1. Scope

- 1.1 These General Terms and Conditions of Purchase (hereinafter “GTC”) apply between Micros Automation GmbH and all suppliers (natural and legal persons, hereinafter referred to as “Supplier”) for the legal transaction in question as well as for corporate suppliers including for all future business transactions, even if not explicitly referred to in individual cases, in particular for future supplementary or follow-up orders.
- 1.2 The current version of our GTC, which can be accessed on our homepage www.micros-automation.com applies to corporate suppliers in each case upon conclusion of the contract .
- 1.3 We contract exclusively on the basis of our GTC.
- 1.4 Terms and conditions of the Supplier or amendments or supplements to our General Terms and Conditions of Purchase require our express written consent to be valid in relation to corporate suppliers.
- 1.5 Terms and conditions of the Supplier are not recognized even if we do not expressly object to them upon receipt.

2. Conclusion of the contract,

- 2.1. Only orders placed in writing are legally binding. In the case of informal business transactions, our order shall be deemed to be a commercial letter of confirmation.
- 2.2. Consents, assurances and guarantees on our part or agreements deviating from these GTCs in connection with the conclusion of the contract become binding on corporate suppliers only through our written order. The scope of delivery is governed by our written order. Verbal side agreements and assurances of our employees and representatives require our written confirmation to be legally valid
- 2.3. Machines are to be offered in the latest version and must be constructed according to the latest findings and the current state of the art in the field of mechanical engineering using standardized machine parts pursuant to Austrian Standard DIN/EN. All machines, apparatus and devices offered must comply with the statutory provisions, in particular the protective provisions of the Machine Safety Ordinance in the currently valid version, as well as the Austrian Standards DIN, EN and VDE regulations.
- 2.4. Machine elements and parts shall be designed and arranged in such a way that they can be quickly and properly maintained, inspected and replaced, in particular without having to disassemble other machine parts beforehand.

- 2.5. Cost estimates are free of charge unless explicitly agreed otherwise. A fee for a cost estimate can be expressly agreed for extensive projects. If an order is placed, the invoice will be credited for the (agreed) cost estimate.
3. Inspection and consultation obligation
 - 3.1 The Supplier is obligated to inform us regarding the intended use of the items to be delivered by him and to take into account seasonal and other fluctuations in the conditions of application and use. He must familiarize himself with the regular machine running times and maintenance possibilities. As an independent obligation, the Supplier undertakes to advise us on the selection and specification of the items to be delivered and, in particular, to raise any concerns regarding the suitability of the items we have selected or our specifications for the intended purpose.
 - 3.2 The Supplier shall promptly notify us in writing if it has reservations regarding the manner of execution of the delivery/service requested by us or if it sees himself as being hampered by third parties or by us in the execution of his delivery/service.
4. Change of service, termination
 - 4.1. We may require subsequent changes to the agreed scope of service in terms of design and quantity, if this should be required due to special operational reasons (e.g. significantly changed order situation with us) and customary in the trade or can reasonably be expected of the Supplier.
 - 4.2. Until complete fulfillment of the order by the Supplier, we have the right, at any time and in complying with a reasonable deadline, to cancel or terminate all or part of the order. In such a case, we are not obligated to pay for the price of the goods or services.
 - 4.3. We may, at any time for good cause, immediately terminate the contract without reimbursement of costs or withdraw from the contract, in particular if the Supplier has filed for insolvency proceedings, if the Supplier has not suspended his payments only temporarily or if insolvency proceedings are initiated over the assets of the or the initiation of insolvency proceedings has been rejected for lack of assets.
 - 4.4. If the subject of the contract is the creation of a work, the Supplier is not entitled to have the main service owed by him performed by third parties without our prior written consent, (e.g. subcontractors).
5. Prices
 - 5.1. The prices are net prices plus the applicable statutory VAT. Unless expressly agreed otherwise in writing, the prices are DDP (specified place) according to INCOTERMS 2010. Added to this are any costs for packaging, shipping and, if applicable, installation, which are to be notified in advance in writing. Any change in price requires our prior written consent. Supplementary and/or changes to the deliveries/services will only be remunerated if a written supplementary contract has been concluded before this service has been performed.
 - 5.2. The agreed price is due for payment within 60 calendar days from the date of full delivery and service and receipt of invoice from us. If we make payment within 30 calendar days, the Supplier grants us 3% discount on the gross amount of the invoice. A reminder must be made in writing, only then does the due date of a late payment become effective.
 - 5.3. We are entitled to right to set-off and retention of title to the extent permitted by law.
 - 5.4. Legal provisions regarding default interest apply.
6. Delivery time, delay in delivery

- 6.1. Delivery times and dates are binding for the Supplier. If the Supplier does not provide his services within the agreed delivery period or if he is in default, we are entitled to statutory claims, in particular to withdrawal from the contract and damage compensation.
 - 6.2. The Supplier is obligated to notify us immediately in writing if circumstances occur or become apparent to him which indicate that the agreed delivery times and dates can not be met.
 - 6.3. If the execution period is exceeded due to force majeure, we can demand the delivery/service from the Supplier at a later date at the originally agreed terms or, after expiry of a reasonable grace period, withdraw from the contract in whole or in part or terminate the contract.
 - 6.4. The absence of necessary documents, data, supplies and the like which are to be supplied by us excludes a default of the Supplier only if the Supplier has requested them in writing and has not received them within a reasonable period of time.
 - 6.5. If the Supplier is in default for more than 6 calendar days (calculated from the agreed delivery date), from the seventh day a contractual penalty in the amount of 0.7% of the agreed net price of the delivery will be charged per week. The contractual penalty amounts to a maximum of 10% of the agreed net price and is subject to judicial mitigation. The assertion of any further damage remains unaffected. Unless we make use of our statutory right of withdrawal, the contractual penalty is set off in such a way that the respective penalty is deducted directly from the agreed net price of the delivery and a correspondingly reduced amount is paid by us after delivery. However, it is due even if we exercise our right of withdrawal; In this case, an invoice will be issued to the Supplier at the latest 30 days after the declaration of withdrawal has been made.
 - 6.6. The delivery must be properly packaged in accordance with the shipping instructions specified in the order.
 - 6.7. The Supplier must arrange for the professional and environmentally sound disposal of waste material (without additional costs for us, unless these are agreed in writing).
7. Guarantee
- 7.1. The Supplier guarantees that the delivered goods comply with the contractual agreements in terms of their condition, in particular with regard to function, working speed and precision.
 - 7.2. The Supplier guarantees the use of best, appropriate material, correct and proper execution, taking into account the latest state of science and technology.
 - 7.3. The Supplier expressly guarantees the complete conformity of the goods sold with the prototypes, samples and descriptions supplied by him.
 - 7.4. The Supplier is obligated to sell to us only such goods which are in accordance with all valid laws, regulations, standards and rules and which enable us to comply with the regulations binding us on the goods without further measures.
 - 7.5. Unless stated otherwise below, statutory provisions apply to our rights in the case of material and legal defects of the delivered goods, an agreed installation, an installation or operating manual to be supplied as well as other breaches of duty by the Supplier.
 - 7.6. Our notification of defects within the scope of the obligation to inspect and to give notice pursuant to §§ 377 UGB shall be deemed to have been made promptly and in a timely manner if it is sent to the Supplier within three months.
 - 7.7. If a subsequent performance by the Supplier has failed due to the elimination of the defect or delivery of goods without defects, if he has improperly refused subsequent performance or if he has failed to

observe a reasonable grace period set by us, we are entitled without further notice to remedy the defect ourselves or have it rectified on our behalf by a third party and to demand the reimbursement of required expenses and a reasonable advance payment from the Supplier. In addition, the right to withdrawal and compensation for further damages remains unaffected.

8. Obligations of the Supplier

- 8.1. The Supplier of machines is obligated to supply us with all spare parts for a period of twice the normal period of use applicable to the machine.
- 8.2. After timely prior notification, we or our employees and/or third parties designated by us will have access to the Supplier's production facilities and/or his subcontractors at all times in order, among others things, to inspect the state of production, the use of suitable material, the use of the required specialists and the professional execution of the ordered service. Such inspections take place without any legal effect with regard to any acceptance. An inspection does not replace an acceptance, nor does it in any way limit the sole responsibility of the contractor as to his service, and in particular, no objection of contributory negligence can be derived therefrom.
- 8.3. In providing us with installation services, the Supplier undertakes to use only properly qualified personnel with valid residence and work permits and assumes full responsibility for compliance with the applicable safety regulations - in particular the safety regulations communicated by us in advance, which are valid for entering our company premises. We reserve the right to expel employees of the Supplier who do not meet our safety standards from the company premises or to deny them access. All costs arising from non-compliance with the aforementioned provisions (whether for us or the Supplier) shall be borne by the Supplier.

9. Industrial property rights, software

- 9.1. Unless otherwise agreed in individual contracts, the Supplier grants us at least one non-exclusive, unlimited right of use of software and hardware products and the associated documentation.
- 9.2. We are entitled to make reproductions for the purpose of data backup. We are also entitled to make disclosures to our customers in connection with the execution of customer orders with reference to a possible copyright notice of the author.
- 9.3. For supplied software which are specially developed or adapted for us, we may require deposit of the source code of the software together with indication of the author(s) to a notary of our choice at our expense and on the basis of a trust order which authorizes the notary to hand over to us the deposited documents in the event of the liquidation or insolvency of the Supplier. In the event of authorized delivery, the Supplier hereby grants us a non-exclusive, unlimited right to change the source code and his changed or unmodified use to the extent that we are entitled to use the delivered software.
- 9.4. The Supplier warrants that no third-party rights within the EU will be violated in connection with his delivery. If third parties should assert claims against us in this regards, the Supplier is obligated to release us from these claims upon the first written request. Should an exemption by the third party not have taken place after expiry of a reasonable period, we are entitled to conclude agreements with the third party, in particular to conclude a settlement.

10. Confidentiality

- 10.1. Plans, sketches, quotations, formulas, manufacturing processes, know-how, other documents and any other technical and business information provided by us or created through out contribution remain our intellectual property. The use of such documents outside the intended use, in particular the transfer, duplication, publication and provision (including only excerpts) requires our explicit consent.
 - 10.2. All illustrations, drawings, calculations, models and other information or documents as mentioned in Item 10.1. Mentioned are to be treated as strictly confidential and kept secret against third parties. The confidentiality obligation also applies after the termination of this contract. However, it expires if and insofar as the manufacturing knowledge contained in the provided illustrations, drawings, etc. has become public knowledge.
11. Right of retention, offsetting
 - 11.1. A right of retention of the Supplier due to any receivables is excluded.
 - 11.2. An offsetting of the Supplier against receivables due to us is only permissible insofar as it is set off against a receivable that is undisputed, i.e. recognized by us in writing or that has been legally established by the court.
12. Retention of title
 - 12.1. Insofar as we provide parts or materials to the Supplier, we reserve the right of ownership until complete execution of the contract. A processing or transformation by the Supplier is made for us. In the case of processing or mixing, we acquire co-ownership of the new item in proportion of the value of our provided item to the other processed items at the time of processing.
 - 12.2. The assignment of the goods to us is unconditional and without regard to the payment of the corresponding remuneration. A retention of title declared to us is ineffective.
13. Producer liability
 - 13.1. To the extent that the Supplier is responsible for a product damage it is obligated to indemnify us for third party damage claims to this extent upon first request, as if the cause was within his own sphere of control and organization and it is itself liable or would be liable in relation to third parties.
 - 13.2. As part of his indemnification obligation, the Supplier must also reimburse us for any expenses arising from or in connection with a recall campaign carried out by us. We will inform the Supplier as far as possible and reasonable on the content and extent of the recall measures to be carried out and give him the opportunity to comment. Further legal claims remain unaffected.
 - 13.3. The Supplier must take out and maintain a product liability insurance with sufficient coverage. The Supplier must provide us with the proof of the existence of the insurance protection upon request.
 - 13.4. The Supplier is liable for all damages that arise in connection with his services through violation of environmental protection regulations (such as immission control laws, waste oil and water management laws, waste disposal laws and/or regulations issued thereon). In this context, he must indemnify us against any claims for damages by third parties upon first written request. In addition, he has to pay for the damage and loss of business incurred by us.
14. General
 - 14.1. Should individual parts of these GTC be ineffective, this will not affect the validity of the remaining parts. We, as well as the corporate customer, hereby commit ourselves - based on the good faith of

- contracting parties - to agree on a replacement provision that which comes closest to the economic purpose of the ineffective provision.
- 14.2. Should there be any linguistic differences between the German, English and Italian versions of the current GTC, the German version shall prevail.
 - 14.3. Austrian law applies, to the exclusion reference provisions. The UN Sales Convention is also excluded.
 - 14.4. Place of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the corporate customer is the competent court of the district of Innsbruck.
 - 14.5. In the event of disputes that can not be settled by mutual agreement, registered (business) mediators (Civil Law Mediation Act) must be brought in advance for out-of-court settlement of the conflict. If no agreement can be reached on the selection of business mediators or in terms of content, legal action will be taken at the earliest one month after the failure of the negotiations. All necessary expenses incurred as a result of prior mediation, in particular those for legal counsel may, as agreed, be claimed in a court or arbitration proceeding as pre-litigation costs.
 - 14.6. Place of performance for mutual corporate transactions is the registered office of our company.