

MICROS AUTOMATION GMBH | SRL

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**GENERAL TERMS AND CONDITIONS OF SALE FOR THE
MICROS AUTOMATION GMBH**

1. Scope

- 1.1 These General Terms and Conditions shall apply between Micros Automation and natural persons and legal entities ("Customers") for the relevant legal transaction as well as for corporate customers including all future business transactions, even if no explicit reference has been made in individual cases, in particular in future supplementary or follow-up orders.
- 1.2 The current version of our GTC at the time of conclusion of contract applies to corporate customers and can be downloaded from our homepage www.micros-automation.co.
- 1.3 We contract exclusively on the basis of our GTC.
- 1.4 General Terms and Conditions of the customer or changes or additions to our GTC require our express consent - made in writing to the corporate customers - in order to be valid.
- 1.5 General Terms and Conditions of the customer are not recognized even if we do not expressly object to them upon receipt.

2. Conclusion of the contract.

- 2.1. Our offers are not binding. We are bound to our offers only if they are expressly designated as binding. Otherwise, they are considered as invitation to submit offers. In such cases, the conclusion of a contract requires our written confirmation of the order.
- 2.2. Commitments, assurances and guarantees on our part or agreements deviating from these GTC in connection with the conclusion of the contract shall not become binding upon corporate customers until we have confirmed them in writing. The scope of delivery is governed by our written order confirmation. Verbal side agreements and assurances of our employees and representatives require our written confirmation to be legally valid.
- 2.3. The customer must justify to us the provision of information on our products and services in catalogs, price lists, brochures, displays on trade fair stands, newsletters, advertisements, or other media (information material) not attributable to us, in so far as the customer bases his decision on the order assignment. In this case we can comment on their accuracy. If the customer violates this obligation, such information shall be non-binding, to the extent these have not been expressly declared in writing to customers to be part of the contract.

- 2.4. Unless expressly agreed otherwise, cost estimates are made without guarantee and are free of charge. A fee for a cost estimate can be expressly agreed for extensive projects. If an assignment is made with all the services included in the cost estimate, the cost estimate will be credited to the contractual invoice. We will inform the customer immediately should there be a cost increase of more than 15% after the order has been placed. In the event of an unavoidable cost overrun of less than 15%, separate communication would not be required, and these costs may be charged without further ado.
3. Prices
- 3.1 As a rule, prices are not to be understood as a flat rate.
- 3.2 Our prices are net prices plus the statutory VAT ex works or warehouse. In addition, these include the costs for packaging, shipping and, if applicable, installation, which are carried out at the prices valid at the time of the work. We are not obligated to take back packaging material. If more than two months have elapsed between order confirmation and delivery, we are entitled to charge the valid daily price.
- 3.3 We are entitled to reasonable remuneration for services ordered by the customer but not covered by the original order.
- 3.4 The professional and environmentally sound disposal of waste material has to be arranged by the customer. If we are instructed separately for this purpose, this is to be remunerated by the customer in addition to the agreed extent, in the absence of remuneration agreement.
- 3.5 We are entitled to adjust the contractually agreed remuneration if changes amounting to at least 10% in respect of (a) labor costs by law, regulation, collective agreement, works agreements or (b) other cost factors necessary for the provision of services, such as material costs based on recommendations of the Joint Commissions or changes in national or world market prices for raw materials, changes in relevant exchange rates, etc. have occurred since the conclusion of the contract. The adjustment is made to the extent that the actual cost of sales changes at the time of the conclusion of the contract compared with the date of actual service provision, unless we are in default.
4. Payment
- 4.1 Our prices are due according to Items 4.2 or 4.3 of these GTC and must be paid within thirty days of the invoice date: the decisive factor here is the receipt of payment by us. Unless otherwise expressly permitted in writing, payments are to be made directly to us without deductions. Payments to third parties are debt-discharging only if they are authorized by us in writing for collection.
- 4.2 If the payment period is exceeded, any allowances (rebates, discounts, etc.) granted shall be forfeited and will be added to the invoice.
- 4.3 40% of the fee is due upon conclusion of the contract, 50% with delivery and the remainder after completion of the service (installation). Different payment terms can be agreed with our written consent.
- 4.4 If the installation of the order is not carried out by us, this must be done within 14 days from delivery.
- 4.5 The entitlement to a cash discount deduction requires an explicit agreement in writing with corporate customers.
- 4.6 In the case of indebted default of payment, we are entitled to charge 14% p.a. interest on arrears to companies as customers. The statutory default interest applies to consumers. The assertion of further damages remains reserved.
- 4.7 If the corporate customer is in default of payment within the framework of other contractual relationships existing with us, we shall be entitled to cease the fulfillment of our obligations under this contract until

fulfillment by the customer. We are then also entitled to make all receivables for already rendered services from the ongoing business relationship with the customer due for payment.

- 4.8 The customer is entitled to offset only if the counterclaims have been legally established or acknowledged by us.
- 4.9 For reminders necessary and appropriate for collection, the customer undertakes to pay dunning fees per reminder of up to € 50, if this is in reasonable proportion to the debtor's receivables. We reserve the right to charge the customer for any additional costs of the appropriate legal action.

5. Cooperation obligations of the customer

- 5.1. Our obligation to perform the service begins at the earliest as soon as the customer has created all structural, technical and legal requirements for execution, In particular, when it has provided the necessary documents, provided information, obtained permits, issued clearances and paid the agreed advance payment.
- 5.2. If the customer does not comply with this obligation to cooperate - exclusively with regard to the service which is not fully fulfilled as a result of incorrect customer information - our service shall not be deemed as deficient.
- 5.3. The customer must arrange the necessary permits of third parties as well as notifications and authorizations by the authorities at his own responsibility and expense.
- 5.4. The energy and water quantities required for service, including trial operation, are to be provided by the customer at his expense.
- 5.5. The customer is not entitled to assign receivables and rights from the contractual relationship without our written consent.

6. Service performance

- 6.1. Changes to an order accepted by us are possible up to 6 weeks before the agreed delivery date. We reserve the right to charge a lump-sum compensation of 10% of the net order value in case of acceptance of change requests. Cancellations are no longer possible after the order confirmation has been sent to us by the customer.
- 6.2. We are only obligated to consider subsequent changes and expansion requests of the customer if they are necessary for technical reasons to achieve the purpose of the contract.
- 6.3. Reasonably justified minor changes to our service performance that are reasonable for the business customer are deemed to have been approved in advance.
- 6.4. If, after the order has been placed, for any reason whatsoever, the order is modified or supplemented, the delivery/service period is extended by a reasonable period.
- 6.5. If the customer wishes to perform the service within a shorter period of time after conclusion of the contract, this constitutes an amendment of the contract. As a result, overtime may become necessary and/or additional costs incurred as a result of accelerating the procurement of materials, and the fee will increase in proportion to the additional expenditure required.
- 6.6. Partial deliveries and services are permitted and may be invoiced separately, provided that there are objective reasons for doing so.

7. Periods and deadlines

- 7.1. The adherence to the agreed delivery periods presupposes the fulfillment of the contractual obligations by the customer.
- 7.2. Specified delivery times are only approximate agreed times, unless they are expressly referred to in our order confirmation as binding. In the case of minor, excusable exceeding of the agreed delivery period, the customer shall not be entitled to any penalties.

- 7.3. Periods and deadlines shall be postponed in case of force majeure, strikes, unpredictable delays of our suppliers or other comparable events beyond our control during the period in which the relevant event lasts. This does not affect the right of the customer to withdraw from the contract in the case of delays which exceed a period of 3 months, which make a commitment to the contract unreasonable and uneconomic.
- 7.4. In case of delay with the fulfillment of the contract by us - which does not fall Item 7.3. - the customer is entitled to withdraw from the contract after setting a reasonable grace period. The extension of the period of grace must be in writing (by corporate customers through registered letter) with simultaneous threat of withdrawal.
8. Note on limitation of the scope of service
- 8.1. During installation and repair work, damage may be caused to (a) existing stock as a result of unrecognizable conditions or material defects (b) in the case of chiseling in unbonded masonry works. We are only responsible for such damages if we have caused them deliberately or through gross negligence.
9. Transfer of risk
- 9.1. The risk is transferred to the corporate customers as soon as we have the item of purchase, the material or the plant ready for collection in the factory or warehouse, deliver it ourselves or hand it over to a transporter (ex works/EXW according to INCOTERMS 2010)
- 9.2. The corporate customer will insure himself accordingly against this risk. We undertake to conclude a transport insurance at the customer's written request at his expense. The customer approves every customary shipping method.
10. Delay of acceptance
- 10.1. The acceptance of the work/acceptance of the goods represents a main obligation of the customer.
- 10.2. If the customer does not collect a product to be collected at a bindingly agreed delivery date or if service is delayed for reasons attributable to the customer, we reserve the right to oblige our customers to compensate us for the costs incurred by storage; for storage in our factory: at least 0.5% of the net order value per month.
- 10.3. This does not affect our right to demand payment for services rendered and to withdraw from the contract after a reasonable grace period.
11. Retention of title
- 11.1. The delivered, installed or otherwise transferred goods remain our property until full payment.
- 11.2. A resale is only permitted if we have been informed of this in good time, stating the name and address of the customer and we agree to the sale. In the case of our approval, the purchase price claim of the corporate customer is deemed as already assigned to us.
- 11.3. We authorize the customer to dispose of the goods in the ordinary course of business. However, he hereby assigns to us all receivables in the amount of the final invoice amount (including VAT) which accrue to him from the resale against his customers or third parties, irrespective of whether the item of delivery has been resold without or after processing. The customer remains authorized to collect this claim even after the assignment. Our authority to collect the receivables ourselves remains unaffected.
- 11.4. However, we undertake not to collect the receivable as long as the customer meets his payment obligations from the proceeds received, the customer's financial situation does not deteriorate significantly, the

customer is not in default of payment and, in particular, there is no application for insolvency proceedings or insolvency. However, if such is the case or if there is another important reason, we can demand that the customer notify us of the assigned receivables and their debtors, provide all information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment. This advance assignment covers the acquired receivable as well as ordered securities and possible receivable surrogates. Other dispositions of the goods are not permitted and require compensation.

- 11.5. If the customer defaults on the payment of the reserved goods, we can withdraw from the contract without having to set a further deadline for the customer to pay.
- 11.6. The customer has to note this assignment in his books and on his invoices and to inform his debtors about this until full payment of the remuneration or purchase price. Upon request, he must provide us with all documents and information necessary to assert the assigned receivables and claims. If the customer is in default of payment, we are entitled, with a reasonable period of grace, to demand the surrender of the reserved goods.
- 11.7. The customer expressly agrees that we may enter the location of the reserved goods in order to assert our retention of title. Costs that are necessary and appropriate for the purpose of legal prosecution are borne by the customer.
- 11.8. The customer is obligated to treat the delivery item with care, in particular to insure it at his own expense against damage caused by fire, water and theft to the original value. If maintenance and inspection work is required, the customer must carry it out on time at his own expense.

12. Intellectual property

- 12.1. All copyrights and other ancillary copyrights to the agreed services (in particular, software, programs, documentation, etc.) covered by the scope of delivery and services belong to us or our licensors. The customer is only entitled to use the software after payment of the agreed fee exclusively for his own purposes, only for the hardware specified in the contract and to the extent of the acquired number of licenses. As a matter of principle, the contract only grants a Permission to Use a Copyrighted Work. A distribution by the customer is excluded under copyright law. No rights are acquired over the use specified in the present contract through the cooperation of the customer in the production of the software. Any infringement of the copyright of the contractor shall result in claims for damages, in which case full satisfaction shall be afforded.
- 12.2. Plans, sketches, estimates and other documents provided by us or created through our contribution remain our intellectual property.
- 12.3. The use of such documents outside of the intended use, in particular the transfer, duplication, publication and provision including also only partial copying requires our explicit consent.
- 12.4. The customer further undertakes to keep secret the knowledge gained from the business relationship against third parties.
- 12.5. In the context of contract initiation, conclusion and settlement, we have surrendered items to the customer, which were not owed as part of the service (e.g. color, security fitting pattern, lighting fixtures, etc.), these shall be returned to us within 14 days.
- 12.6. With regard to all plans, construction and equipment descriptions, software products and all other surrendered information materials that we require for the execution of our order or delivery of the order, the customer grants us the necessary rights of use as well as the possibility of transferring these rights to third parties (e.g. subcontractors).

12.7. In the event of a breach of the aforementioned provisions, the customer indemnifies and holds us harmless in respect of any resulting disadvantages.

13. Guarantee

- 13.1. The provisions on the statutory guarantee apply. The guarantee period for our services amounts to one year from handover to corporate customers.
- 13.2. In the absence of a different agreement (e.g. formal acceptance), the time of delivery is the completion date, at the latest when the customer has taken over the service into his power of disposition or has refused the takeover without stating any reasons. If a joint handover is planned and the customer is absent on the handover date communicated to him, the takeover is deemed to have taken place on that day. Removal of a defect alleged by the customer does not constitute an acknowledgment of this defect alleged by the customer.
- 13.3. If the customer's claims of defects are unjustified, the customer is obligated to reimburse us for incurred expenses for the determination of flawlessness or troubleshooting.
- 13.4. The corporate customer must always prove that the defect was already present at the time of transfer.
- 13.5. Any use or processing of the defective item of service which threatens further damage or makes it difficult or impossible to ascertain the causes shall be stopped by the customer immediately, unless this is unreasonable.
- 13.6. The customer is obligated to notify recognizable defects at the latest within one week after delivery of the goods, unrecognizable defects at the latest within one week after their discovery. These deadlines are exclusion periods. If the customer omits the notification, he can no longer assert claims for guarantee, for damages due to the defect itself, for compensation for consequential damage as well as for an error concerning the flawlessness of the goods.
- 13.7. Insofar as there is a defect in the delivery, we are entitled to repair or replacement (supplementary performance) at our discretion.
- 13.8. If the supplementary performance has failed, then the customer is entitled, at his discretion, to withdraw from the contract or to demand an appropriate reduction of the purchase price (reduction).
- 13.9. Any use or processing of the defective delivery item which threatens further damage or makes it difficult or impossible to remedy the cause shall be discontinued by the customer immediately, unless this is unreasonable.
- 13.10. If the items of service are produced on the basis of information, drawings, plans, models or other specifications of the customer, we only guarantee for execution according to the stipulations.
- 13.11. No defect justifies the fact that the work is not fully suitable for the agreed use, if this is based solely on deviating actual circumstances of the information provided to us at the time of the performance of the service, because the customer does not fulfill his duty to co-operate.
- 13.12. The guarantee is excluded if the customer's technical equipment such as supply lines, cabling, etc. are not in a technically perfect and ready-to-use condition or are incompatible with the delivered items, provided this circumstance is causal for the defect.
- 13.13. The recourse against us according to Section 933b Austrian Civil Code (ABGB) is excluded.

14. Installation and repair conditions

- 14.1. Insofar as we carry out installation or repair work in accordance with the order confirmation, the following additional provisions apply:

- 14.2. The beginning of our work presupposes that the customer has completely and properly provided all the advance services as stated in the order confirmation.
 - 14.3. The transport and unloading of installation parts is not part of our scope of services on a regular basis and must therefore be carried out by the customer at his expense. This also applies to unpacking the items intended for installation.
 - 14.4. During the period of installation, the purchaser will provide us with dry, heated and lockable rooms and the energy required for installation or repair.
 - 14.5. Replaced parts become our property. A crediting of the residual value of the replaced part will only take place if this has been expressly agreed in writing.
 - 14.6. Unless otherwise agreed with the customer, billing is based on the working time and material costs. We can calculate the daily rates for work, travel and waiting on the day the service is provided. The customer also bears the incidental costs specified in the order confirmation, such as daily allowance, accommodation and travel expenses.
 - 14.7. Insofar as installation or repair work is to be performed on a computer system, we are only obligated to commence our services after the customer has saved all data that could be affected by this work on separate data carriers and has confirmed this in writing to our responsible employee. If we ask the customer to submit such a statement, this must be done within one week; otherwise the backup is considered to have taken place.
 - 14.8. The customer has to accept the installation or repair work. Acceptance is the same if the customer does not accept acceptance of acceptable installation or repair work within a period of two weeks as requested by us. If we do not set a deadline, acceptable installation or repair work shall be deemed accepted after the expiry of three weeks after completion of the respective work.
 - 14.9. The customer has to report obvious defects of the installation or repair work within a preclusive period of one week. The purchaser must notify any obvious defects in the installation or repair work within a period of one week after their discovery.
 - 14.10. Claims for defects are initially limited to subsequent performance (repair or replacement). As long as we effect subsequent performance, the customer has no right to withdraw from the contract for the installation or repair work or to demand a reasonable reduction of the remuneration (reduction), unless the defect removal has finally failed.
15. Liability
- 15.1. Due to a breach of contractual or pre-contractual obligations, in particular due to impossibility, delay, etc. we are liable for financial losses only in cases of intent or gross negligence.
 - 15.2. Liability vis-à-vis corporate customers is limited to the maximum liability amount of any liability insurance that may have been taken out by us.
 - 15.3. This limitation also applies with regard to the damage to an item that we have accepted for processing.
 - 15.4. Claims for damages of corporate customers are to be asserted in court within two years after become aware of the damage in case of other expiration.
 - 15.5. The exclusion of liability also includes claims against our employees, representatives and agents for damages caused to the customer without reference to a contract on their part with the customer.
 - 15.6. Our liability is excluded for damage caused by improper handling or storage, overuse, non-compliance with operating and installation instructions, incorrect installation, commissioning, maintenance, servicing by the customer or third parties not authorized by us, or natural

wear and tear, provided this event was causal for the damage. Likewise, there is exclusion of liability for omission of necessary maintenance, unless we have contractually assumed the obligation to maintenance.

- 15.7. If and to the extent that the Customer can claim for any damage for which we are liable, insurance benefits through indemnity insurance concluded by himself own or in his favor (for example, liability insurance, comprehensive insurance, transport, fire, business interruption and others), the customer is undertakes to claim the insurance benefits and our liability is limited in this respect to the disadvantages incurred by the customer by the use of this insurance (for example, higher insurance premium).
- 15.8. Those product features are owed which in respect of licensing regulations, operating instructions and other product-related instructions and notices (including inspection and maintenance) can be expected from us, third party manufactures or customer's importers taking into account their expertise and experience. The customer as reseller has to take out sufficient insurance for product liability claims and to indemnify and hold us harmless with regard to recourse claims.
- 15.9. A recourse against us under Section 12 Product Liability Act (PHG) is excluded.

16. General

- 16.1. Should individual parts of these GTC be ineffective, this will not affect the validity of the remaining parts.
- 16.2. We, as well as the corporate customer, hereby undertake - based on the good faith of contracting parties - to agree on a replacement provision which comes closest to the economic purpose of the ineffective provision.
- 16.3. Should there be language differences between the German and the English version of these Terms, the German version is the authoritative version.
- 16.4. Austrian law applies, to the exclusion reference provisions. The UN Sales Convention is also excluded.
- 16.5. 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.
- 16.6. 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.
- 16.7. Place of performance for mutual corporate transactions is the registered office of our company.