

GENERAL TERMS AND CONDITIONS

1. SCOPE

- 1.1. These general terms and conditions (the "**General Terms**") shall govern legal transactions between Taurob GmbH with its corporate seat in Vienna, Austria, and its registered offices at Perfektastrasse 57/7, A-1230 Vienna, Austria, registered with the commercial register of the Vienna commercial court under FN 389535 x ("**Taurob**") and its clients or partners (the "**Customer**"). These General Terms shall also apply to any future business relationship between Taurob and the Customer, even if not explicitly referred to in any future supplemental or consequential orders.
- 1.2. General terms and conditions of the Customer shall be valid only if expressly accepted by Taurob in writing. Further, any departure from these General Terms or any amendment or supplement of these General Terms by the Customer shall be valid only if expressly accepted by Taurob in writing.

2. SUBMISSION OF OFFERS, CONCLUSION OF CONTRACT

- 2.1. Unless otherwise expressly agreed in writing, our quotations shall be non-binding.
- 2.2. Obvious mistakes in our offer or in the order confirmation, such as writing or calculation mistakes, authorize or obligate neither the Customer nor Taurob.
- 2.3. The contract shall be deemed concluded upon written confirmation by Taurob of an order received or upon dispatch of a delivery.
- 2.4. Acceptances, assurances and guarantees from Taurob shall be valid only if expressly confirmed in writing.

3. PRICES AND PAYMENT TERMS

- 3.1. Prices shall be quoted ex works or ex Taurob's warehouse without VAT, packing and packaging.
- 3.2. The Customer shall be liable for any and all charges, taxes or other duties levied in respect of delivery. If the terms of delivery include transport to a destination designated by the Customer, transport costs as well as the cost of any transport insurance desired by the Customer shall be borne by the latter.
- 3.3. Prices are based on costs obtaining at the time of the first quotation. In the event that the costs have increased by the time of delivery, Taurob shall be entitled to adjust prices accordingly.
- 3.4. All payments shall be made to our following account with Raiffeisenbank Regionalbank Moedling IBAN: AT093200000000337287 Swift/BIC: RLNWATWW
- 3.5. Unless deviating payment terms have been agreed in the contract or in the order confirmation, all payments are due upon receipt of the respective invoice and must be made free of any deduction or withholding.
- 3.6. If the Customer fails to meet the terms of payment or any other obligation arising from this or other legal transactions, Taurob may without prejudice to any other rights
 - a) suspend performance of its own obligations until payments have been made or other obligations fulfilled, and exercise its right to extend the period of delivery to a reasonable extent;
 - b) call for payment of any debts arising from this or any other legal transactions and charge default interest amounting to 9 percentage points per year above the applicable three-month EURIBOR to be calculated on a monthly basis plus VAT for these amounts beginning with the due dates, unless Taurob proves costs exceeding such amount; or
 - c) only perform other legal transactions against cash in advance in the case of qualified default (i.e. following two delays in payment).
In any case, Taurob may invoice all expenses arising prior to any legal enforcement, especially expenses for reminders, cost of collection agency and lawyer's fees.

- 3.7. Any discount or bonus shall be valid only if expressly confirmed in writing by Taurob. Further, any discounts or bonuses are subject to complete payment in due time.

- 3.8. In carrying out repair orders, Taurob shall provide all services deemed expedient and shall charge the Customer for the same on the basis of the work input and/or expenditures required. The same holds for any services or additional services the expediency of which becomes apparent only as the repair order is executed. In such an event special notification of the Customer shall not be required.

- 3.9. Expenses for estimates of costs of repair and maintenance or for expert valuations shall be invoiced to the Customer.

- 3.10. The Customer may not withhold or offset payment on the grounds of any warranty claims or other counterclaims.

4. TRANSFER OF RISK AND PLACE OF PERFORMANCE

- 4.1. The delivery of goods is considered sold EXW Vienna – Austria, in accordance with INCOTERMS 2023.

5. DELIVERY

- 5.1. Unless otherwise expressly agreed in writing, the date for delivery shall be indicative.
- 5.2. The period allowed for delivery shall commence at the latest of the following dates:
 - a) the date of order confirmation by Taurob;
 - b) the date of fulfillment by the Customer of all the conditions, technical, commercial and other, which are the Customer's responsibility; or
 - c) the date of receipt by Taurob of a deposit or security due before delivery of the goods in question.
- 5.3. The Customer shall be responsible to provide any regulatory approval or any other approval required for the delivery of goods or the implementation of systems. If any such approval has not been provided in time, the delivery period shall be extended accordingly.
- 5.4. Taurob may carry out, and charge the Customer for, partial deliveries.
- 5.5. In case of unforeseen circumstances or circumstances beyond the parties' control, such as all cases of force majeure, which impede compliance with the agreed period of delivery, the latter shall be extended in any case for the duration of such circumstances; these include in particular armed conflicts, official interventions and prohibitions, delays in transport or customs clearance, damages in transit, energy shortage and raw materials scarcity, labor disputes, and default on performance by a major component supplier who is difficult to replace. The aforesaid circumstances shall be deemed to prevail irrespective of whether they affect Taurob or its supplier(s).

6. RETENTION OF TITLE

- 6.1. Taurob retains title to all goods delivered, assembled or otherwise transferred until receipt of all amounts invoiced including interests and charges.
- 6.2. Any resale of goods prior to full payment shall be valid only subject to Taurob's prior written consent following timely notification of the name and the accurate address of the prospect buyer.
- 6.3. If the goods are seized or otherwise levied upon, the Customer shall refer to Taurob's title and immediately inform Taurob of the seizure or levy.

7. WARRANTY

- 7.1. Subject to the provisions set out herebelow, Taurob warrants such product features as the Customer may expect based on the applicable registration regulations, with the exclusion of 'normal wear and tear' and/or consumables (tracks, batteries), as stated in 7.8 below. It is explicitly understood that no warranty shall be applicable for any defects originating from improper use, failure to adhere to inspection and maintenance schedules and other disregard of the instructions for use and any other product related instructions or manuals produced by Taurob or third-party suppliers or importers.
- 7.2. In the event of a defect covered by the warranty set forth under section 7.1, and, provided the agreed terms of payment have been complied with, Taurob shall, subject to the conditions hereunder, remedy any defect existing at the time of acceptance of the product in question whether due to faulty design, material or manufacture, that impairs the functioning of said product. No warranty obligations may be deduced from particulars appearing in catalogues, folders, promotional material as well as written or oral statements which have not been included in a contract.
- 7.3. Unless special warranty periods have been agreed for individual items, the basic warranty period shall be 12 months. This basic warranty period shall also apply to any goods supplied that are firmly attached to buildings or the ground or services rendered in respect of goods supplied. The warranty period begins upon transfer of risk according to section 4.1.
- 7.4. For improved or exchanged parts, the warranty period shall commence again, but shall end in any case 6 months after the original warranty period has expired.
- 7.5. The aforementioned warranty obligations are conditional upon the Customer giving, within a reasonable period, notice in writing of any defects that have occurred and receipt of such notice by Taurob. The Customer shall prove within a reasonable period the presence of a defect, in particular he shall make available within a reasonable period to Taurob all material and data in his possession. Upon receipt of such notice Taurob shall, in the case of a defect covered by the warranty under section 7.1 above, have the option, at its sole discretion, to replace the defective goods or defective parts thereof or to repair them at the premises of Taurob or have them returned for repair, or to grant a fair and reasonable price reduction.
- 7.6. Any expenses incurred in connection with rectifying defects under warranty (e. g. expenses for assembly and disassembly, transport from any offshore warehouse, waste disposal, travel and site to quarters time) shall be borne by Taurob. For warranty work at the premises of the Customer, the Customer shall make available free of charge any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required. Replaced parts shall become the property of Taurob.
- 7.7. If goods are produced by Taurob based on construction details, drawings, models or any other specifications received from the Customer, any warranty for the functionality of the ordered customized product/prototype shall be excluded. In such event, the warranty shall be limited to compliance with the Customer's specifications and shall in no way exceed 12 months unless a different period is agreed to in writing.
- 7.8. The warranty obligation of Taurob shall not extend to any defects due to assembly and installation work not undertaken by Taurob, inadequate equipment, or due to non-compliance with installation requirements and operating conditions, overloading of parts in excess of the design values stipulated by Taurob, negligent or faulty handling or the use of inappropriate materials, nor for defects attributable to material supplied by the Customer. Nor shall Taurob be liable for damage due to acts of third parties. The warranty does not cover the replacement of parts subject to natural wear and tear nor consumables (tracks, batteries). Further, no warranty applies for the sale of refurbished parts and/or goods.
- 7.9. The warranty shall lapse immediately if, without written consent of Taurob, the Customer himself or a third party not expressly authorized undertakes modifications or repairs on any items delivered.

- 7.10. The provisions of subparagraphs 7.1 to 7.9 shall apply, mutatis mutandis, to all cases where the obligation to repair defects has to be accepted for other reasons laid down by law.

8. WITHDRAWAL FROM CONTRACT

- 8.1. The Customer may withdraw from the contract only in the event of delays caused by gross negligence on the part of Taurob and only after a reasonable period of grace has elapsed. Withdrawal from contract shall be notified in writing by registered mail.
- 8.2. Irrespective of its other rights Taurob shall be entitled to withdraw from the contract
- a) if the execution of delivery or the inception or continuation of services to be rendered under the contract is made impossible for reasons within the responsibility of the Customer and if the delay is extended beyond a reasonable period of grace;
 - b) if doubts have arisen as to the Customer's creditworthiness and if Customer fails, on Taurob's request, to make an advance payment or to provide adequate security prior to delivery;
 - c) if, for reasons mentioned in 5.5, the period allowed for delivery is extended by more than half of the period originally agreed or by at least 6 months; or
 - d) if the Customer does not or does not properly meet the obligations imposed as per section 12. (Compliance with Export Provisions).
- 8.3. For the reasons given above withdrawal from the contract shall also be possible in respect of any outstanding part of the delivery or service contracted for.
- 8.4. If insolvency proceedings are instituted against the Customer or an application for insolvency proceedings is not granted for insufficiency of assets, Taurob may withdraw from the contract without allowing a period of grace. If this withdrawal is taken, it shall take effect immediately upon the Customer's decision that it's business activity will not be continued. If the Customer's business will be continued, a withdrawal shall not take effect until 6 months after the institution of insolvency proceedings or after an application for insolvency proceedings has not been granted for insufficiency of assets. In any case, the contract shall be terminated immediately unless the insolvency law to which the Customer is subject conflicts with this or if termination of the contract is necessary to prevent significant damages to Taurob.
- 8.5. Without prejudice to Taurob's right to claim damages including expenses arising prior to any legal enforcement, upon withdrawal from contract any open accounts in respect of deliveries made or services rendered in whole or in part shall be settled according to contract. This provision also covers deliveries or services not yet accepted by the Customer as well as any preparatory acts performed by Taurob. Taurob shall, however, have the option alternatively to require the restitution of goods already delivered.
- 8.6. Withdrawal from contract shall have no consequences other than those stipulated above.
- 8.7. The assertion of claims on the ground of *laesio enormis*, error, or lapse of purpose by the Customer is excluded.

9. LIABILITY OF TAUROB

- 9.1. Outside the scope of the Austrian Product Liability Act (BGBl. Nr. 99/1988) and any other mandatory statutory liability, Taurob shall be liable only, if the damage in question is proved to be due to intentional acts or acts of gross negligence by Taurob. The total liability of Taurob in cases of gross negligence is limited to the net value of the order or EUR 200,000, depending on which amount is lower. For each incident of damage, Taurob shall be liable for up to 20% of the net value of the order or EUR 40,000, depending on which amount is lower.
- 9.2. Taurob shall be liable towards its initial Customer for personal bodily injury arising out of Taurob's simple negligent acts in accordance with statutory law. Taurob shall not be liable for damage due to acts of simple negligence nor for consequential damages or damages for pure economic loss, indirect damages, loss of production, financing costs, loss of data or information, loss of profits, loss of savings or interest, or damage resulting from third-party claims against the Customer.
- 9.3. Taurob shall not be liable for damages in case of non-compliance with instructions for assembly, commissioning and

- operation (such as are contained in instructions for use) or non-compliance with regulatory registration requirements.
- 9.4. If and to the extent any damage subject to Taurob's liability is covered by any insurance of the Customer or by any insurance obtained by any third party in favor of the Customer (e.g. liability insurance, insurance on hull, transport insurance, fire insurance, business interruption insurance and others), then the Customer shall be obliged to claim insurance coverage; in this event, Taurob's liability towards the Customer shall be limited to any disadvantages the Customer suffers by making use of this insurance (e.g. increased insurance premiums).
- 9.5. Claims that exceed any contractual penalties that were agreed on are excluded from the respective title.
- 9.6. The provisions of this section 9. shall exhaustively govern any claims by the Customer against Taurob, regardless of the legal basis or entitlement, and shall also apply to all employees, subcontractors and sub-suppliers of Taurob.

10. COOPERATION DUTIES AND LIABILITY OF THE CUSTOMER

- 10.1. The goods delivered by Taurob correspond to the provisions and regulations which are required for the sale in the EU (CE-marking). The Customer explicitly acknowledges that he shall be responsible to comply, at his own expense, with any regulatory registration or marking obligation, respectively any regulations for the sale of such goods with respect to any countries outside of the European Union (e.g. United States of America). The Customer shall indemnify Taurob and hold Taurob harmless for any liability due to a breach of any such regulatory registration obligation or regulation.
- 10.2. Taurob robots are certified ATEX corresponding to EU directives which are required for the use of equipment in potentially explosive atmospheres. The customer outside the European Economic Area (EEA) explicitly acknowledges that he shall be responsible to assess conformity and to comply, at his own expense, with any local regulations. The Customer shall indemnify Taurob and hold Taurob harmless for any liability due to a breach of any such regulation.
- 10.3. Further, the Customer shall be liable that the technical installations like feeders, cabling, network structures, etc. are in a technically proper and operable condition and compatible with the works or purchase items to be implemented by Taurob.
- 10.4. The Customer shall be solely liable for the construction and functionality of contributed parts.
- 10.5. The Customer shall indemnify and hold Taurob harmless for any damages (direct and/or indirect) that result from Customer's usage of the goods, storage of the goods or otherwise resulting from the goods in Customer's control, unless covered by section 9 above.
- 10.6. The customer shall certify that the goods are free from contamination prior to return to Taurob (in case of a rental agreement) or performance of any service on the goods.
- 10.7. The Customer shall, upon signing of any contract that is subject to these General Terms and Conditions, also sign Taurob's Declaration of Ethical Use, and shall be bound by said Declaration of Ethical Use.

11. INTELLECTUAL PROPERTY

- 11.1. The goods delivered, illustrations, photographs, drawings, manuals, know-how, software etc. included with our offers and deliveries remain the property of Taurob and may not be reproduced, utilized, or made accessible to third parties in any form whatsoever; such items are subject to the relevant statutory provisions governing reproduction, imitation, competition etc.
- 11.2. Any use of the items and information referred to in clause 11.1, in particular any transfer to third parties, any reproduction, any publication or making available to the public, including only partial reproduction, as well as the copy, imitation, modification or commercialization requires the explicit written consent of Taurob. Further, these items and information may not be used for any other purposes than those for which they have been delivered.
- 11.3. The Customer shall indemnify Taurob and hold Taurob harmless against any claims for any infringement of industrial property rights, if Taurob manufactures an article pursuant to any design

- data, design drawings, models or other specifications made available to Taurob by the Customer.
- 11.4. The Customer shall keep confidential any facts, documents and knowledge of which the Customer becomes aware in the course the business relation with Taurob.
- 11.5. For the avoidance of doubt, any act that may be construed as an attempt to reverse-engineer, copy, replicate or in any other way mimic the functionality of the goods by the Customer or any other third party related to the Customer is expressly prohibited.

12. COMPLIANCE WITH EXPORT PROVISIONS

- 12.1. In the event the export of goods delivered by Taurob out of Austria requires regulatory consent, respectively notification or approval, the Customer shall undertake such measure at its own cost.
- 12.2. When passing on goods delivered by Taurob to third parties as well as any related documentation, regardless of the method of provision or the services performed by Taurob (including technical support of any kind), the Customer must comply with the applicable regulations of national and international (re-)export provisions. In any case, the Customer must observe the (re-)export provisions of Austria, the European Union and the United States of America at its own cost.
- 12.3. If necessary for export controls, the Customer must provide Taurob with all necessary information immediately after being requested to do so, for example, information about the final recipient, final destination and purpose of the goods or services.
- 12.4. The Customer may not use the goods delivered by Taurob in full or in part for any purpose stated in Art 4 paras (1), (2) and (3) of council regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items. When passing on goods delivered by Taurob to third parties, the Customer shall oblige the respective third-party acquirer or transferee to agree in writing to the use of the product in accordance with this section 12.4.

13. JURISDICTION AND APPLICABLE LAW

- 13.1. Any dispute arising under the contract, including litigation over the existence or non-existence thereof, shall fall within the exclusive jurisdiction of the competent court within the district of the Bezirksgericht Innere Stadt, Vienna, Austria.
- 13.2. Any contract and these General Terms are subject to Austrian law, excluding the referral rules. Application of the UN Convention on Contracts for the International Sale of Goods shall be excluded.

14. GENERAL PROVISIONS

- 14.1. Should individual provisions of any contract or of these General Terms be invalid, the validity of the other provisions shall not be affected. The invalid or ineffective provisions shall be deemed to be replaced by such valid and effective provision as most closely corresponds to the economic purpose and substantive effect of the invalid or ineffective provision. The same applies mutatis mutandis with regard to supplementary interpretation of this Agreement.
- 14.2. All contracts and any amendments thereof as well as any notice based on such contracts shall only be valid if made in writing (e.g. letter, fax or email).
- 14.3. The Customer shall immediately inform Taurob in writing of any change in name, company name, address, legal form or any other relevant information.

15. GENERAL RESERVATION

- 15.1. The execution of a contract by Taurob is subject to the condition that there are no obstacles impeding the execution due to national or international (re-)export provisions, such as in particular embargos and/or other sanctions.
- 15.2. Damages Exclusion for Third-Party: Under no circumstances may Taurob be liable for any claims that may be asserted, granted or imposed against, arising from, or in connection with Third Party Software or Service.