

# General terms and conditions

## 1. Validity

1.1. These general standard terms and conditions shall apply between us, Aeoon Technologies GmbH (hereafter referred to as Aeoon), and natural persons and legal entities (hereafter referred to as Client) for this legal transaction, as well as all future transactions even if they are not specifically referred to in each case. This applies also for future supplementary or subsequent orders.

1.2. The GTC version applicable upon conclusion of the contract, which is to be found on our webpage ([www.aeoon.com](http://www.aeoon.com)) shall apply.

1.3. We conclude any agreement exclusively on the basis of our GTC.

1.4. The terms and conditions of our clients or modifications or rather amendments to our GTC require our explicit written confirmation for its validity.

1.5. The terms and conditions of our clients shall not be recognized even if we don't expressly disagree with them upon reception.

## 2. Quote and Contract Conclusion

2.1. Our quotes are non-binding.

2.2. Assurances, undertakings and guarantees on our part, or any agreements deviating from these GTC in connection with the conclusion of contract shall become binding only after our written confirmation.

2.3. The displayed information of our products and services in catalogues, price lists, brochures, information at exhibition stands, newsletters, advertisements or any other media (information material) including the Internet and social media that has not originated from us, has to be shown to us by the client, provided that the client takes these for his decision to order. In this case, we could comment on its accuracy. If the client fails to fulfil this duty, such information shall be non-binding, as far as they haven't been explicitly declared as part of the subject matter through written agreement.

2.4. Preliminary estimates are subject to change and free of charge.

## 3. Price

3.1. Price declarations are, in principle, not to be understood as all-in prices.

3.2. For services ordered by the client, which are not covered in the original order, claim on adequate compensation shall be ensured.

3.3. All prices shall be understood to be ex-works Kramsach plus the current applicable sales tax. Packaging charges, transportation costs, shipping charges as well as customs duty and insurance costs shall be borne by the client. We are only obliged by express agreement to take back packaging.

3.4. The client shall arrange the proper and environmentally friendly disposal of waste material. If we are given this task individually, the client shall remunerate us appropriately as stipulated beforehand due to the lack of a remuneration agreement.

3.5. We shall be authorized by our own right, as well as obliged at the request of the client to adjust the contractual agreed remuneration, if changes of at least 15% with regard to

- (a) the labour costs occurred through law, executive order, collective agreement, plant agreement or
- (b) any other necessary cost factors for the provision of performance which have set in since contract conclusion such as material costs due to recommendations of the Joint Committee or changes of national or world market prices for raw material, changes of relevant exchange rates etc.

An adjustment shall be made, if the factual manufacturing costs at the time of the contract conclusion change in comparison to those at the time of the factual performance, as far as we are not delayed.

3.6. The compensation for continuous obligations shall be agreed upon as secured according to the CPI 2015 allowing an adaption of the compensations. The month in which the contract was concluded shall be the basis.

3.7. Travelling expenses, daily allowance and accommodation expenses shall be credited separately.

## 4. Provision of the Product

4.1. In case the customer provides for devices or other materials we are entitled to surcharge the customer 15% of the value of the provided devices or material.

4.2. Those devices or other materials provided by the customer are not subject-matter of guarantee.

4.3. The customer is responsible for quality and ready status of provision.

## 5. Payment

5.1. Unless otherwise agreed, 50% of compensation are to be paid at contract conclusion and 50% as soon as the product is ready to be shipped.

5.2. An explicit written agreement shall give the authority to a discount deduction to business customers.

5.3. Payment references on remittance slips made by the client are non-binding for us.

5.4. For clients, when meant as enterprises, default interests are valid. The enforcement of an additional damage caused by default remains reserved.

5.5. If the client defaults within the contractual relationship with other prevailing contracts with us, we are entitled to suspend every fulfilment of duties from every contract until fulfilment of every duty from the client.

5.6. We are also entitled to declare every claim for already performed performances arising from the ongoing business relationship as due.

5.7. The contractual partner is allowed to set-off only to the extent that any counterclaims have been legally established or accepted by us.

5.8. If the payment term is exceeded, any granted remuneration (e.g. discounts, advance payments) shall expire and will be added to the invoice.

## 6. Creditworthiness Check

The client expressly declares to agree that his data may be communicated solely for the purpose of protection of creditors to the officially privileged creditor protection associations Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870 (KSV).

## 7. The Clients Duty to Cooperate

7.1. Our duty for execution of the service starts earliest as soon as

- (a) all technical details have been settled
- (b) the client has carried out all structural, technical as well as legal requirements which are outlined in the agreement or in the information given to the client prior to the contract conclusion or which the client should have relevant professional expertise or experience of.
- (c) we have received the payment as stipulated in the contract.

7.2. In case we carry out the assembly and installation work, the client has to ensure that our installation team can start with the work immediately after arrival. The client has to inform us about all peculiarities such as hidden wiring, gas and water pipes or similar appliances, escape routes, other obstacles of structural type, the course of the borders, other possible disturbances, sources of danger as well as all needed static specifications without having been asked. All details of the necessary information referring to the order can be obtained from us.

7.3. The client is obliged to ensure that all needed official approvals, acceptances and the consent of third parties are available at his own expenses. He also has to inform us about this before we start with the assembly.

7.4. The client has to ensure at his own expenses that electricity, water and air are available on an adequate scale for installation and test runs or for the service to be carried out.

7.5. The client has to ensure that the needed structural, technical and legal requirements for the ordered work or object of purchase are available.

7.6. The client has to ensure that all needed appliances such as wires, power supply, network connectivity etc. are available. We are entitled but not obliged to check these appliances for their suitability. The responsibility rests explicitly with the client.

7.7. During the time we are conducting service, maintenance, installation, assembly or repair work, the client has to provide space which is lockable and inaccessible for third parties for our team to be able to store their tools and materials at no charge.

7.8. The client has to ensure that service, maintenance, installation, assembly or repair work are possible also after the regular working times (e.g. early in the morning, in the evening or at night) as well as on weekends and holidays.

7.9. If the client fails to fulfil this obligation our performance, exclusively in view of poor performance as a result of wrongly given customer instructions, shall not be defective.

7.10. The client shall install an air-conditioning system as well as a humidification system in accordance with the regulations before operation of our machines to guarantee the necessary operating conditions.

7.11. The client is solely responsible for the construction and functionality of machines or parts provided by himself. There is no obligation to check or consider papers and documents as well as instructions and information which have been conveyed by the customer with regard to the property delivered. We exclude any liability on our part in this context.

7.12. The machine will transfer operating data to Aeoon Technologies for the purpose of statistics and support. The client agrees to this with bringing the machine into service. Any data related to used designs shall not be transferred.

## 8. Ceding

The client is not entitled to assign claims and rights out of this contractual obligation without our written consent.

## 9. Execution of the Service

9.1. Minor or reasonable alterations to our services reasonable to our clients are deemed as agreed beforehand.

9.2. If, for whatever reason, an amendment or addition of the contract occurs, the delivery and performance time shall be prolonged by a reasonable period of time.

9.3. If the client asks for an execution of the service after contract conclusion within a short period, it shall be considered as a modification of the contract. This way, overtime hours could be necessary and/or extra costs may arise through acceleration of material procurement and the compensation may increase in comparison to the necessary additional expense.

9.4. Objectively justified partial deliveries and services are admissible and can be charged individually.

9.5. Should a delivery on demand for the propriety or service be agreed.

## 10. Time for Performance and Deadlines

10.1. Deadlines and due dates shall be postponed by force majeure, strike, non-foreseeable delays of our suppliers for which we are not responsible or other similar incidents (including import and export customs clearing) beyond our control during the period of the corresponding incident. Hereby unaffected remains the client's right to withdraw from the contract, if delays make binding to the contract unreasonable.

10.2. In case the start of the execution of the service or the implementation is delayed or interrupted by circumstances to be allocated to the client, primarily for failing to fulfil the obligation according to this GTC, the respective times for performance shall be extended and the completion dates correspondingly postponed.

10.3. We are entitled to invoice all necessary storing of materials and machines or similar at our company with 3% of the invoice amount for every month of delay in performance begun. Thereby unaffected remains the client's obligation of payment as well as their obligation to take delivery.

10.4. Delivery and completion dates are only binding for clients, if their maintaining has been agreed in writing.

10.5. Given a delay of fulfilment of the agreement on our part, the client is entitled to withdraw from the contract after settlement of an adequate additional time. The settlement of the additional time has to be given in writing simultaneously with threat of withdrawal.

## 11. Usage of the Subject Matter of the Contract

11.1 The client is obliged to use our delivered machines and products only after a training by a member of our staff occurred and only according to our description and operating instructions.

11.2. The client is obliged to use the ink which was certified by us. For this it is essential to use our "Aeoon Technologies ink license code system". By failing to fulfil this duty (e.g. not purchasing the ink directly through our company) the client loses all warranty claims and claim of damages.

11.3. Additionally, the client is responsible for the proper storage and, if necessary, the proper waste disposal (according to national legislation).

11.4. Further, the client is obliged to conduct the required daily, weekly and most importantly yearly maintenance. By failing to fulfil this duty, the client loses all warranty claims and claim of damages.

## 12. Risk Taking and Handing Over

12.1. As soon as we have the object of purchase, the material or the work ready to be collected at our company or warehouse or by a haulage contractor, the risk passes to the client.

12.2. The client shall take out insurance against such risk. We commit ourselves upon request of the client to take out transport insurance at the client's expenses. The client approves all customary shipping method.

12.3. As soon as the client uses the machine in his regular production, it is seen as handed over.

12.4. The client is responsible for the safety of the material and devices which have been delivered and stored on-site or assembled by us. Loss and damages shall be borne by the client.

## 13. Default of Acceptance

13.1. In case the client is more than 4 weeks in delay with default of acceptance (refusal of acceptance, delay in prior concessions or similar) and the client fails to dispose the cause of trouble attributed to him which is responsible for a delay or prevention of the performance execution in spite of an adequate additional time, we are entitled, given a valid agreement, to dispose of the appliances and materials specified for the implementation of the work elsewhere, provided that, in case we continue the performance execution, we can acquire them within a period adequate to the respective situation.

13.2. Given a default of acceptance by the client, we are also entitled to store the merchandise, for which we invoice a charge of 9,80Eurper EUR-pallet per day.

13.3. Our right to demand the compensation for the provided service and the withdrawal of the contract after an adequate additional time remains unaffected.

13.4. In the case of a justified withdrawal from the contract we are entitled to demand a general cancellation fee of 50 % of the order value plus sales tax without proving the actual loss of the entrepreneurial client.

13.5. It is possible to claim higher damages.

## 14. Reservation of Proprietary Rights

14.1. The delivered, assembled or otherwise handed over merchandise remains our property until completion of payment.

14.2. Resale is only permitted if we have been informed beforehand about the name and address of the purchaser and we agreed to this sale. In case of our agreement the purchase-money claim of the entrepreneurial client is already seen as signed over to us.

14.3. The client has to make a note about this transferring in his books and on his invoices and point this out to his debtor until the full amount of compensation or purchase price has been paid. The client has to make available to the contractor all documents and information which are necessary for the assertion of the transferred claims per request.

14.4. Should the client default in payment, we are entitled to demand restitution of the reserved goods with reasonable extension period.

14.5. The client has to inform us without delay and before declaration of bankruptcy about his assets or the distraint of our reserved goods.

14.6. The client declares his express agreement that we are allowed to enter the location of our reserved goods for the assertion of our reservation of proprietary rights.

14.7. Necessary and for the appropriate prosecution adequate costs shall be borne by the client.

14.8. In the assertion of the reservation of proprietary rights a withdrawal from the contract shall be deemed, if it has explicitly been declared.

14.9. We may dispose of the recovered reserved goods as we see fit and at our best advantage.

14.10. Until the fulfilment of complete payment of the object or the service, the object or the service may not be pledged, conveyed, be used as security or charged with rights of third parties.

## 15. Our Intellectual Property

15.1. Plans, sketches, construction plans, quotations, test patterns which are available on the machine, operating instructions, support material and instructions, videos, pictures and other documents as well as software which has been provided by us or which has been developed with our contribution remain our intellectual property.

15.2. The usage of such documents outside of the intended use, especially the disclosure, duplication, publishing and provision including copying of parts requires our explicit agreement.

15.3. Further, the client is obliged to maintain confidentiality for all information resulting from this business relation towards third parties.

## 16. Guarantee

16.1. The warranty claim for our service is one year starting with the handing over according to point 11 or rather the time in which the takeover was denied without giving reasons.

16.2. The handover shall be seen as taken place on that day, if a mutual handover is intended and the client stays away from the communicated date of handover.

16.3. Remedying faults alleged by the client shall not constitute recognition of a fault.

16.4. The client shall concede us at least three attempts to repair damages.

16.5. If the claims of the client are unjustified, the client is obliged to remunerate us for the caused expenditures of ascertainment of flawlessness or damages repaired.

16.6. The client has to always prove that the damage already existed at the time of handing over.

16.7. The client has to make accessible the building or rather the machines without delay in order to repair the damages. Further, he has to grant us the possibility to assess the damage through us or an expert commissioned by us.

16.8. Damages on the delivered object which the entrepreneurial client has observed after delivery whilst regular business operations or those damages he should have noticed, shall be notified immediately, latest 14 days after handing over through written notification, otherwise hidden damages also have to be indicated during this reasonable period of time starting with the discovery.

16.9. As far as it is not unreasonable, any usage or processing of the faulty object of performance through which an additional damage may be caused or the finding of the reason is made more difficult or prevented shall be stopped immediately by the client.

16.10. We can avert the wish of replacement through an improvement or reasonable price reduction, provided that it is not an essential or non-amendable fault.

16.11. In case the objects of performance be produced in virtue of details, drafts, plans, models or other specifications of the client, we only warrant the performance as agreed.

16.12. The fact that works are not fully qualified for use as agreed does not constitute a fault if this is caused exclusively by the fact that the effective situation is deviating from the information we received at the time of performance, because the client has not fulfilled his cooperation duties.

16.13. The faulty delivery or sample shall be returned to us by the entrepreneurial client as far as it is economically justifiable.

16.14. The transport for these faulty objects shall be borne fully by the entrepreneurial client.

16.15. The client is obliged to allow us an ascertainment without delay.

16.16. The guarantee is ruled out if the client's technical plant such as supply pipes, wiring or similar are not technically flawless and set up for operation or not compatible with the delivered objects as far as this fact is causal for the fault.

16.17. We are entitled to make an examination or commission someone to do so, even if the examination results in the destruction of the object or workpiece. The client is liable and has to bear the costs for the examination, should the examination lead to the result that the damage was not caused by us.

16.18. Transportation costs and travelling expenses which are connected to the repair of damages shall be borne by the client. As agreed under point 7, the client has to make available personnel, energy, air and an adequate space upon request and free of charge.

16.19. Wearing parts are excluded from any warranty.

16.20. Printheads benefit from a one-year manufacturer's guarantee or rather 2000 hours of use, depending which condition occurs first. In case of a printhead failure within this period, the printhead's manufacturer will determine whether the defect it is covered by the warranty. This decision and examination are beyond our control and is binding.

## 17. Compensation and Liability

17.1. We are liable for property damages only in case of intent or gross negligence, if we fail to fulfil contractual or pre-contractual duties particularly those of impossibility of performance, delay etc.

17.2. Our liability is, except in cases of negligence, limited with the net invoice value of the delivery or rather with the performed service. The limitation of liability up to the amount of payment shall be ineffective, should the damages which exceed this amount needed to be covered

by our liability insurance and should the insurance, within the statutory liability provisions, make a payment.

17.3. This limitation also applies to damages to objects we have accepted for treatment.

17.4. Claims for damages must be legally asserted within two years of the arising of the cause.

17.5. The liability exclusion also includes claims against employees, sales representatives and vicarious agents by virtue of damages which have been caused to the client without reference to a contract with the client for their part.

17.6. Our liability is excluded for damages through improper treatment or storage, overloading, non-observance of operating or installation instructions, defective assembly, operation, maintenance by the client or third parties non-authorized by us, or natural deterioration as far as this cause is casual for the damages. The liability exclusion also retains for omission of the necessary maintenance, provided that we have not contractually taken over the duty for maintenance ourselves.

17.7. If and as far as the client is allowed to claim for damages, for which we are liable for, through an own insurance or one agreed to his own benefit (e.g. personal liability insurance, fully comprehensive insurance, transport, fire, interruption of business or similar), the client commits himself to the utilization of the insurance benefit and our liability limits itself in this respect to the disadvantages which results from the utilization of aforesaid insurance of the client (e.g. higher insurance premium).

17.8. Those product features shall be owed, which can be expected from us, third party manufacturers or importers of the client in consideration of their knowledge and experience. The product features meant are regarding the authorization requirements, operating instructions and other product related instructions and indications (particularly also controls and maintenance). The client as a re-seller is obliged to conclude insurance for product liability claims and indemnifies us against any recourse claims.

17.9. The correct realization of the printing process (e.g. drying), the quality of the printing design, the settings on the machine (e.g. drying temperature) are to be the client's sole responsibility. These settings can influence the washability and quality of the final product and are beyond our influence.

## 18. Supplementary Clause

18.1. The validity of the remaining parts shall not be affected, should individual parts of this GTC be invalid.

18.2. We, as well as the entrepreneurial client, commit ourselves already now – based on honest contracting parties – to accord a substitute regulation, which comes as close as possible to the economical result of a void condition.

## 19. General

19.1. The Austrian law applies to the exclusion of conflicting laws.

19.2. The UN law on purchasing is excluded.

19.3. The place of performance is the headquarters of our company in Kramsach.

19.4. Any legal case arising from this contract shall be heard in Innsbruck.

19.5. The client shall inform us immediately through written notification of changes of name, of company, address, legal form or other relevant information.

19.6. In case of ambiguity, the German version will prevail.

As per 06/2018

## Aeoon Technologies

Amerling 133  
6233 Kramsach  
AUSTRIA  
office@aeoon.com  
+43 5337 63207

Date:

Sign: