

## **General terms and conditions (T&C) for the area of sales of the XY-IMAGER brand**

### **I. Scope of application**

1. These T&C are an integral part of all legal business dealings, particularly all purchasing, delivery, and labor contracts that we conclude with customers (purchasers, clients).
2. Business partners' terms and conditions contrary to these T&C—particularly purchasing conditions—are not valid to the extent that they contradict these conditions. Contradictory conditions are legally valid only if we agree to them in writing.

### **II. Written form requirement**

Written agreement is required in order for any cancellation or modification of these T&C to be legally valid.

### **III. Pricing**

1. In commercial dealings with customers that have legally protected merchant status, we are entitled to impose price surcharges if portions of the calculation of the price have changed, even after conclusion of the contract. In addition to fees of all kinds, these include public charges, taxes, and duties, freight surcharges, list price increases by our suppliers, and the like. If the above conditions occur that lead to new, increased price calculation, the increased price is considered to be agreed upon.

2. Prices are ex warehouse (for stock transactions) or ex works (direct shipment) and are assessed at the amount valid on the day of delivery (current pricing requirement); assembly, packaging, freight, forwarding and handling costs, duty fees, any insurance, and other expenditures are also not included and will be invoiced separately as needed.

3. Side agreements, assurances, or changes or amendments to a contract concluded in writing or by telex must be made in writing. Images and information on the Internet, in catalogs, and in brochures are only roughly authoritative, unless they are expressly labeled as binding. They are subject to change. We reserve the rights of ownership and copyright for brochures, images, drawings, sketches, designs, and other documents. They may not be made available to others without our permission and must be returned to us immediately upon request.

Our proposed prices are subject to change. The prices from the order confirmation are valid in euros or in the agreed currency. Legally mandated sales taxes must be added to all prices. Prices agreed to for previous orders are not binding for additional follow-on orders. The client is responsible for any changes to the agreed foreign currency and the exchange rate in euros with respect to said foreign currency that occur after conclusion of the contract.

If the client does not call for a call order within the agreed period or by an agreed date, then we can apply an extension period of 2 weeks for the call. If this period expires without effect, we are entitled to claim 20% of the net order total as compensation for damages. Any other claims for damages remain unaffected.

### **IV. Information**

Information obtained by us about deliveries and other services is not binding, even if provided in writing. In the absence of any other written notification, information is never considered confirmation of characteristics.

### **V. Payments, interest for late payments**

1. All accounts are fundamentally due for payment upon delivery or the date of invoice.
2. Agreements about payment terms must be in writing and must be noted expressly on the invoice. These payment terms apply only to the individual invoice and cannot be applied to other invoices.
3. If payment is not made on time (late payment), then we are entitled to charge customers interest in the amount of 6% above the currently applicable discount rate of the Austrian National Bank, without requiring any special notice.
4. Any cash discount must be noted expressly and in writing on the invoice and applies only to the individual invoice and cannot be applied to other invoices.
5. In case of payment due dates that are agreed upon or that apply based on these T&C not being met, and unsuccessful warnings, stoppage of payments, request for initiating bankruptcy or insolvency proceedings with respect to the assets of the client, or revelation of other circumstances that would lead to substantial degradation of creditworthiness, we can retain undelivered goods and cease work on current orders until the client provides payment in advance or surety. If the client does not fulfill this obligation for advance payment of the surety within a period of 2 weeks to be set by us, then we are entitled to withdraw from the contract or to demand compensation for non-fulfillment.

This claim for damages is calculated in such a case on the basis of the goods already produced but not yet delivered in the amount of the invoice for partial delivery with respect to the current order in the amount of 20% of the net invoice amount from the current order or partial order.

6. If parts are returned or exchanged for reasons not attributable to us with our agreement, then we must charge 15% of the value of the goods, but at least 50.00 euro, to cover the costs incurred. Customized products or modified parts may not be returned or exchanged. Freight costs are the

responsibility of the returning party.

7. The sales partner is authorized to offset charges only if the counter claim is not disputed or has been imposed by a legal judgment. In all other cases, offsets are not allowed.

#### **VI. Right of withdrawal**

1. In cases where we ourselves do not receive correct and timely deliveries, we are released from our obligation to deliver. We are then entitled to withdraw from the contract. We are likewise entitled to withdraw from the contract if the service cannot be provided or cannot be provided in a timely manner due to the impact of force majeure or due to labor disputes (strike at our factory or in a factory of a sub-supplier or in the factory of a supplier).

2. We are also entitled to withdraw from the contract if the customer is in default for obligations from other contracts concluded with us.

#### **VII. Right of property**

Until full payment has been made, the object of the delivery remains the property of XYimager, even if it has been ordered for resale or if a payment target has been provided for the purchaser. This applies until all demands from the business relationship with the seller have been met. The property does not transfer to the purchaser until all obligations arising from deliveries from XYimager have been met with respect to the same. This also applies if the purchase price has been paid for certain goods deliveries indicated by the customer. All purchases are seen as a uniform whole. As long as the goods are still our property, the purchaser is neither entitled to pledge them as bond nor to assign them as security. Pledges or other encroachment on the property of the seller by other debtors must be disclosed to the same immediately. The buyer is entitled and empowered to resell the reserved goods only under the condition that in this case the purchase price received from the resale is considered to be assigned to XYimager.com. The client is obligated to inform his buyer of the assignment, and to provide information and turn over corresponding documents required for exercising the rights of XYimager brand with respect to the receiver.

In case of defaulted payment, the seller is entitled to take back the delivered goods as security against the claims, without such action giving rise to a withdrawal, and to sell the goods as best as possible according to seller's judgment. The decision about the amount of the credit is expressly reserved by the seller. If the seller is forced to take back the sold goods, for any reason whatsoever, the buyer agrees to repay the seller for any expenses, charges, etc. and to pay the seller appropriate damages for the depreciation caused by use and for profits foregone by the seller due to the return. Our rights arising from simple, extended, and prolonged ownership reservation also do not cease due to the debtor using the check-exchange method of payment.

Our rights of ownership remain intact until we have been released from our liability as drawer or from liability due to surety for the bill or endorsement.

#### **VIII. Partial deliveries**

We are entitled to make partial deliveries at any time.

#### **IX. Delivery**

1. Goods are fundamentally delivered only upon payment in advance. If no other payment agreement has been reached, then the goods are first provided for shipping or delivery when the payment deposit has been booked in our account. If the goods are nevertheless delivered prior to receipt of payment, the payment target and conditions remain as agreed to in the order and the invoice.

2. The agreed delivery date will be met if possible, but is only approximate, depending on unplanned events and other obstacles such as force majeure, interruptions in production, etc. . The agreed delivery time starts when all technical details, including any required inquiries at the manufacturer's plant, have been clarified.

3. The delivery deadline has been met if a shipping contract has been issued to a transportation provider and the receiver has been informed of readiness for shipment prior to expiration of the deadline.

4. Claims for damages of any kind for non-timely deliveries are excluded.

5. If the buyer refuses to accept the delivery by the agreed date of delivery, then the seller reserves the right to store the objects at a local freight forwarder at the cost of the buyer.

6. The seller is released from obligation for delivery if the execution is made unreasonably difficult or impossibly by force majeure, particularly due to government regulation, interruption in traffic or operations, walkout, lockout, and lack of raw materials or by any other condition. Seller is also released from the obligation for delivery if it becomes aware of circumstances while performing the contract that would justify doubts of the creditworthiness of the buyer. In this case, the seller is obligated to make the delivery only if prepayment has been made, or sufficient surety has been pledged. The buyer remains obligated to take receipt even if the delivery is delayed due to the events listed above. Buyer is not released from the obligation to take receipt if a new model is provided by the manufacturer due to changes and improvements.

7. The buyer is entitled to withdraw from the contract due to failure to meet the delivery deadline only if the buyer has informed XYimage of a reasonable deadline by means of registered letter (at least 8 weeks, calculated from the day the registered letter is sent).

8. Delivery of the machines is freight collect ex warehouse Michaelbeuern - Austria. Means and routes of

transportation are left to our discretion unless otherwise instructed. When shipping goods, transport insurance is fundamentally obtained at the cost of the customer. Packaging is calculated at seller's costs. Upon transfer of the goods to the carrier or forwarding agent, no later than upon departure from the factory or warehouse, the recipient assumes the risks of damage or loss and price variation. This also applies if we provide transport with our vehicles carriage paid or against payment at the point of delivery. The transfer of risk to the recipient takes place no later than the time of departure of the goods from the warehouse. Goods that arrive damaged (even if the packaging is intact) must be reported immediately to the postal service, railway, carrier, or other transportation company and a factual report must be performed. Claims of damage without this factual report cannot be recognized.

#### **X. Industrial property rights**

Any images, drawings, circuit diagrams, software, etc. included with our proposals or deliveries remain our property, and may not be reproduced or made accessible to third parties in any form without our prior written permission.

#### **XI. Notice of defects**

1. If the recipient is a merchant that has a legally protected merchant status in the sense of the countries involved, it is obligated to report any notice of defects (for bad and/or incorrect products) in writing to us immediately, but no later than within 8 days, provided that Austrian law does not mandate a shorter period, or else any claim of warranty based on the alleged defects is forfeited. With respect to the obligation of recipients that have no legal status as merchants, the legal regulations for notification of defects apply.

2. Recipients with legal status as merchants must provide notice defects that cannot be detected, even upon careful inspection, within the period according to Item 1 of this regulation immediately upon discovery, while immediately ceasing any processing, but no later than 3 weeks after receiving the goods. Material defects that were not made visible during processing in our supplier plants are excluded from the warranty.

3. In any case, if the notice of defect is justified, we are entitled to perform rework, to refund the loss of value, to deliver defect-free goods (replacement delivery) or defect-free parts, and in case of incompleteness, to provide subsequent delivery. We must declare the exercise of this right of selection within a reasonable period in case of justified notification of defects. If rework and/or replacement delivery should fail, the recipient is entitled to demand a reduction in payment or to withdraw from the contract.

4. We provide commercial end users with a 12-month guarantee starting with the date of the invoice for all new XY-IMAGER brand machines. Cables and plugs are excluded from the guarantee (unless the defect was evident prior to delivery). The guarantee applies only if the machines are used properly and in accordance with the operating instructions. In case of unauthorized modification or third party action, or the use of the machines in combination with hardware and software from third party manufacturers, the guarantee is void. The purchase receipt or bill of sale serves as proof of guarantee. For machines purchased in other countries, the guarantee conditions of the local sales office or distributor apply. In case of a guarantee claim (except for notification of defects / guarantees), the transport and shipping costs are paid by the customer or sales partner.

#### **XII. Limitation of liability**

1. We are liable for compensation for direct and indirect damages due to fault in contractual negotiations, due to negligent or intentional failure to fulfill the contract, due to negligent or intentional delay, or due to positive violation of contractual duty only in cases of deliberate act or gross negligence. In all cases of only slight negligence, we are released from liability for compensation.

2. If gross negligence is imposed on us in the course of a contractual relationship with recipients of merchant character, then our additional liability is limited to the direct damages, while liability for indirect damages or consequential harm caused by a defect is excluded.

3. We are not liable for property damage or personal injury arising from improper use or from the use of the machines in a manner contradictory to the operating instructions. We also are not liable for consequential damages (such as loss of fees, etc.) that may be caused by a defect in our machines.

4. XYimager.com accepts no liability for legal violations committed by the sales partner in the course of commercial activities. The sales partner possesses the legal and technical prerequisites for properly setting up, operating, and performing training for XYimager systems. XYimager accepts no liability for accidents or damages of any kind that may arise from the installation, demonstration, etc. by the sales partner or its customers.

**XIII. Jurisdiction, place of fulfillment**

The place of fulfillment for our deliveries and jurisdiction for such recipients that are full merchants is Austria 5152 Michaelbeuern 52. Otherwise the legal regulations will determine the jurisdiction.

**XI. Exchanges or returns**

The buyer has no right to exchange or return goods that have been purchased.

**XV. Business hours**

Business hours are Monday through Friday from 8:30 to 12:00 and from 13:00 to 15:00. This excludes Sundays and holidays.

**XV. Data storage**

Customer and supplier data are stored in our data processing system for the purpose of fulfilling orders.

**XV. Invalidity of conditions**

Should any one of these conditions be invalid or be declared as invalid by a legally enforceable judgment, then the validity of remaining conditions remains unaffected.

General terms and conditions of the XY-IMAGER brand

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