



General Terms and Conditions of Sale (GTC)

Micro Resonant Technologies GmbH

1. Validity

- 1.1. These terms and conditions apply between Micro Resonant Technologies GmbH (MR) and natural persons and legal entities ("Customer") for the present commercial transaction in question as well as for all future transactions, even if **no express reference is made to them in the individual case, in particular in the case** of future supplementary or follow-up orders.
- 1.2. The current version of our terms and conditions at the time of conclusion of the contract applies, which can be accessed on our **homepage** (www.microresonant.at) and has also been transmitted to the Customer.
- 1.3. We contract **exclusively** on the basis of these GTC.
- 1.4. **Terms and conditions of the Customer** or changes or additions to our terms and conditions require our express written consent in order to be valid.
- 1.5. The Customer's terms and conditions shall not apply, even if we do not expressly object to them.
- 1.6. Any conflicting, deviating, or supplementary terms and conditions of the Customer are hereby expressly rejected and shall not become part of the contract, unless expressly agreed in writing by us in advance.
- 1.7. Any Customer terms and conditions or deviations from these GTC require our express prior written consent.

2. Offers, Conclusion of Contract

- 2.1. Our offers are binding for thirty (30) days unless otherwise agreed in writing.
- 2.2. **Promises**, assurances and guarantees on our part or agreements deviating from these GTC in connection with the conclusion of the contract shall only become binding upon our written confirmation.
- 2.3. If the Customer relies on information about our products and services contained in **catalogues, price lists, brochures, advertisements (including trade fair materials), circulars, marketing communications, or other media not attributable to us**, the Customer must expressly notify us thereof. We shall then be entitled to comment on the accuracy of such information. If the Customer fails to comply with this obligation, such information shall be deemed non-binding, unless it has been expressly agreed in writing to form part of the contract.
- 2.4. All offers, illustrations, technical drawings and similar documents of Micro Resonant Technologies GmbH remain the property of MR and shall not be used or made available to third parties without consent.
- 2.5. **Cost estimates** are prepared without guarantee and are **subject to a fee**, unless otherwise agreed.

3. Prices

- 3.1. Prices are **not lump sums**.
- 3.2. For services ordered by the Customer that are **not covered by the original order**, there is a right to appropriate remuneration in the absence of a remuneration agreement.
- 3.3. Prices are exclusive of the applicable statutory **value added tax (VAT)** and are **ex works**. Packaging, transport, loading and shipping costs as well as customs and insurance are at the expense of the Customer. We are only obliged to take back packaging if expressly agreed.
- 3.4. The prices agreed for a certain quantity only apply if MR's contractual partner undertakes to order the specified quantity. Such commitment may be made under a framework agreement (call-off order), either with or without a defined call-off quantity. Delivery of the ordered products may be spread over a period of up to twelve months, subject to the agreed minimum quantity. If the minimum quantity is not met, we reserve the right to adjust the prices accordingly.
- 3.5. The Customer must arrange for the professional and environmentally friendly disposal of **waste material**. If we are separately commissioned to do this, this must also be appropriately remunerated by the Customer to the extent agreed for this purpose, in the absence of a fee agreement.
- 3.6. We are entitled to adjust the contractually agreed fees on our own initiative, as well as at the request of the Customer, if changes of at least 5% with regard to (a) wage costs are due to law, ordinance, collective agreement, works agreements or (b) other cost factors necessary for the provision of services, such as procurement costs of the materials used, due to recommendations of the Joint Parity Commissions or changes in national or world market prices for raw materials, exchange rates, etc. have occurred since the conclusion of the contract. The adjustment will be made to the extent that the actual production costs change at the time of conclusion of the contract compared to those at the time of the actual provision of services, unless we are in default.
- 3.7. The remuneration for continuing obligations is agreed as **value-secured** indexed to the Austrian Consumer Price Index (VPI 2010) and the remuneration is adjusted as a result. The starting point is the month in which the contract was concluded.
- 3.8. Costs for **travel, daily and overnight allowances** will be charged separately. Travel times are considered working time.

4. Goods Provided

- 4.1. If devices or other materials are provided by the Customer, we are entitled to charge the Customer 10% of the value of the equipment or material provided as a **handling surcharge**.
- 4.2. Such equipment and other materials provided by the Customer are not subject to **warranty**. The quality and operational readiness of supplies is the responsibility of the Customer.

5. Packaging Disposal



5.1 The Buyer undertakes to properly dispose of or arrange for the lawful recycling or recovery of all transport, shipping, and sales packaging supplied with the goods at its own expense and in compliance with all applicable legal requirements. The Seller shall have no obligation to take back such packaging unless otherwise required by mandatory applicable law.

6. Payment

6.1. Unless otherwise agreed, one third of the fee is due upon conclusion of the contract, one third upon the commencement of the service and the remainder upon completion of the service.

6.2. The entitlement to a **cash discount** requires written agreement.

6.3. Payment dedications **made by the Customer** on transfer receipts are not binding for us.

6.4. If the Customer is in default of payment within the framework of other contractual relationships with us, we are entitled to suspend the fulfillment of our obligations under this contract until the Customer has fulfilled **them**.

6.5. We are then also entitled to make all claims for services already provided from the ongoing business relationship with the Customer **due**.

6.6. If **the payment deadline is exceeded**, even if only with regard to a single partial service, any benefits granted (discounts, etc.) will be forfeited and added to the invoice.

6.7. In the event of default of payment, the Customer undertakes to reimburse us for the costs necessary and appropriate for collection (reminder costs, collection fees, lawyer's fees, etc.).

6.8. In accordance with Section 456 of the Austrian Commercial Code (UGB), we are **entitled to charge 9.2% points above the base interest rate in the event of** culpable late payment.

6.9. We reserve the right to assert further damages for delay.

6.10. **The Customer is only entitled to offset insofar as counterclaims have been established by the court or recognized by us.**

6.11. In the event of a culpable delay in payment, the Customer undertakes to pay reminder fees per reminder in the amount of € 15, insofar as this is in reasonable proportion to the claim being pursued.

7. Credit Check

7.1. The Customer declares his express consent that his data may be transmitted exclusively for the purpose of creditor protection to the statutorily privileged **creditor protection associations** Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870 (KSV).

8. Customer's Obligations to Cooperate

8.1. Our obligation to **perform services begins** at the earliest as soon as all technical details have been clarified, the Customer has created the technical and legal requirements (which we will be happy to inform you about on request), we have received agreed advance payments or security deposits, and the Customer fulfils his contractual obligations to provide advance services and to cooperate, in particular also those mentioned in the following sub-points.

8.2. In the case of installations to be carried out by us, the Customer is obliged to ensure that **work can begin immediately after the** arrival of our assembly personnel.

8.3. The Client shall arrange for the necessary **third-party authorisations** as well as notifications and authorisations by authorities at his own expense. You are welcome to ask us for these.

8.4. The energy and water quantities **required for the performance of the service, including the trial operation**, shall be provided by the Customer at the Customer's expense.

8.5. For the duration of the service, the Customer shall provide us, free of charge, with **lockable rooms** that are not accessible to third parties for the workers' stay and for the storage of tools and materials.

8.6. The Customer is liable for ensuring that the necessary **structural, technical and legal requirements** for the work or the object of purchase to be produced are met, which were described in the contract or in information given to the Customer before the conclusion of the contract or which the Customer should have known on the basis of relevant expertise or experience.

8.7. The Customer is also liable for ensuring that the technical systems, such as supply lines, cabling, networks and the like, are in technically perfect and operational condition and are compatible with the works or objects of purchase to be manufactured by us.

8.8. We are entitled, but not obliged, to **inspect these systems for a separate fee**.

8.9. In particular, before the start of the installation work, the Customer must provide the necessary information on the location of **concealed electricity, gas and water pipes** or similar installations, escape routes, other obstacles of a structural nature, possible sources of danger and the necessary static information without being asked.

8.10. Order-related details of the necessary information can be requested from us.

8.11. The Customer is solely responsible for the design and functionality of **the parts provided**. There is no obligation to inspect any documents, information or instructions **provided** by the Customer – beyond the creation of a technical construction dossier and the certification of compliance with the Machinery Directive and any other applicable directives – with regard to the delivery item, and our liability in this regard is excluded. The obligation to issue the certificate can be contractually transferred to the Customer who places the delivery item on the market.

8.12. The Customer is not entitled to assign claims or rights arising from the contractual relationship without our written consent.

9. Performance of Services

9.1. We are only obliged to take into account the Customer's subsequent **requests for changes and extensions** if they are necessary for technical reasons in order to achieve the purpose of the contract.

9.2. Minor changes to our performance of services that are reasonable for the Customer **and objectively justified shall** be deemed to have been approved in advance.

9.3. If, for whatever reason, the order is **amended** or supplemented after the order has been placed, the delivery/performance period shall be extended by a reasonable period of time.



9.4. If the Customer wishes to perform services within a **shorter period of time after the conclusion of the contract**, this constitutes a contract amendment. As a result, overtime may become necessary and/or additional costs may accrue due to the acceleration of material procurement, and the remuneration increases appropriately in relation to the necessary additional effort.

9.5. Objectively justified partial deliveries and services (e.g., plant size, construction progress, etc.) are permissible and can be invoiced separately.

9.6. If delivery **on demand** has been agreed, the service/purchase item shall be deemed to have been called up no later than six months after ordering.

10. Delivery and Performance Deadlines

10.1. **Delivery/performance deadlines** and dates are only binding for us if they have been specified in writing. A deviation from this formal requirement must also be in writing.

10.2. Deadlines and dates **will be postponed** in the event of force majeure, strike, unforeseeable delay by our suppliers for which we are not responsible, or other comparable events beyond our control, during which the corresponding event continues. This does not affect the Customer's right to withdraw from the contract in the event of delays that make it unreasonable to be bound by the contract.

10.3. If the commencement of the performance of the service or the execution is **delayed or interrupted by** circumstances attributable to the **Customer**, in particular due to the violation of the obligations to cooperate in accordance with point 7, performance deadlines shall be extended accordingly and completion dates shall be postponed accordingly.

10.4. We are entitled to charge 5% of the invoice amount for each commenced month of delay in performance for the **storage** of materials and equipment and the like in our company that is necessary as a result, whereby the Customer's obligation to pay and his obligation to accept remains unaffected.

10.5. In the event of withdrawal from the contract due to default, the Customer must set a **grace period** by registered letter under simultaneous threat of withdrawal.

11. Passing of Risk

11.1. The risk passes to the business Customer as soon as we have the object of purchase, the material or the work ready for collection at the factory or warehouse, deliver it ourselves or hand it over to a carrier.

11.2. The entrepreneurial Customer will insure himself accordingly against this risk. Upon the Customer's written request, we shall procure transport insurance at the Customer's expense. The Customer approves any customary shipping method.

12. Default of Acceptance

12.1. If the Customer is in default of acceptance for more than two weeks (refusal of acceptance, default with advance services or otherwise, no call-off within a reasonable time in the case of an order on call) and, despite a reasonable grace period, **has not remedied the circumstances attributable to it that delay or prevent performance, we may, while the contract remains in force, dispose of the equipment and materials specified for performance elsewhere**, provided that, if performance is to continue, we can re-procure them within a period appropriate to the circumstances.

12.2. In the event of default of acceptance by the Customer, we are also entitled to store the goods with us if we insist on the fulfilment of the contract, for which we **are entitled to a storage fee** in accordance with Clause 9.4.

12.3. In the event of a justified withdrawal from the contract, we may demand a lump-sum **compensation** of 20% of the gross order value from the Customer without proof of the actual damage.

12.4. The assertion of higher damages is admissible.

13. Retention of Title

13.1. The goods delivered, assembled or otherwise handed over by us remain our property until full payment.

13.2. A **resale** is only permissible if it has been notified to us in good time beforehand, stating the name and exact address of the buyer, and if we agree to the sale. In the event of our consent, the purchase price claim shall already be deemed to have been assigned to us.

13.3. Until the purchase price or fee has been paid in full, the Customer must note this assignment in his books and on his invoices and inform his respective debtors of it. Upon request, he must provide us with all documents and information necessary to assert the assigned claims and claims.

13.4. If the Customer is in default of payment, we are entitled to demand the return of the reserved goods if an appropriate grace period is set.

13.5. The Customer must inform us immediately before the opening of bankruptcy proceedings about his assets or the seizure of our reserved goods.

13.6. The Customer declares his express consent that we may enter the **location** of the reserved goods in order to assert our retention of title.

13.7. The necessary and appropriate **costs of legal enforcement** shall be borne by the Customer.

13.8. The assertion of the retention of title only constitutes a **withdrawal from the contract** if it is expressly declared.

13.9. We are allowed to use the returned reserved goods freehand and in the best possible way.

13.10. Until all our claims have been paid in full, the object of performance/purchase may not be pledged, transferred by way of security or otherwise encumbered with **the rights of third parties**. In the event of seizure or other claims, the Customer is obliged to point out our right of ownership and to notify us immediately.

14. Intellectual Property Rights of Third Parties

14.1. For deliverables that we manufacture **according to Customer documents** (design specifications, drawings, models or other specifications, etc.), the Customer alone assumes the guarantee that the production of these deliverables will not infringe the property rights of third parties.

14.2. If third-party property rights are nevertheless asserted, we are entitled to **stop manufacturing the delivery items at the Customer's risk until the rights of third parties have been clarified**, unless the unjustification of the claims is obvious.

14.3. The Customer shall **indemnify and hold us harmless in** this regard.

14.4. We can also claim reimbursement of necessary and useful **costs** incurred by us from the Customer.



14.5. We are entitled to demand **advance payments for legal and court costs** and to claim reimbursement of all necessary and appropriate expenses incurred.

15. Our Intellectual Property

15.1. Deliverables and related documents, **plans**, sketches, cost estimates and other documents as well as software provided by us or created by our contribution remain our intellectual property.

15.2. Their use, in particular their forwarding, reproduction, modification, publication and making available, including even partial copying, as well as their imitation, processing or exploitation requires our express **consent**.

15.3. The Customer further undertakes to **keep confidential**, vis-à-vis third parties, any knowledge obtained from the business relationship.

15. Warranty

15.1. The **warranty period** for our services is one year from handover.

15.2. In the absence of a different agreement (e.g., formal acceptance), the time of **handover** is the time of completion, at the latest when the Customer has taken over the service into his power of disposal or has refused to take over the service without giving reasons. On the day on which the Customer is notified of completion, the performance shall be deemed to have been assumed by the Customer's power of disposal in the absence of a justified refusal to accept it.

15.3. If a joint handover is planned and the Customer does not attend the handover date communicated to him, the handover shall be deemed to have taken place on that day.

15.4. **Rectification** of a defect claimed by the Customer does not constitute an acknowledgment of a defect.

15.5. The Customer bears the full burden of **proof** that any defect existed at the time of handover.

15.6. In order to remedy defects, the Customer must make the system or the devices accessible to us without culpable delay and give us the opportunity to be assessed by us or experts appointed by us.

15.7. **Notices of defects** and complaints of any kind must be reported in writing immediately (within 10 working days at the latest) to the registered office of our company, stating as precisely a description of the **fault** as possible and stating the possible causes, otherwise all warranty claims are excluded. The goods or works complained of must be handed over by the Customer, if this is feasible.

15.8. If the **Customer's** claims of defects are **unjustified**, he is obliged to reimburse us for any expenses incurred by us in determining that the defects are free of defects or that the defects are rectified.

15.9. Any **use or processing** of the defective delivery item that threatens further damage or makes it more difficult or impossible to remedy the cause must be discontinued by the Customer immediately, unless this is unreasonable.

15.10. We are entitled to carry out or cause to be carried out any **examination** we deem necessary, even if it renders the goods or workpieces unusable. In the event that this examination reveals that we are not responsible for any errors, the Customer must bear the costs of this examination for a reasonable fee.

15.11. Transport and travel costs incurred in connection with the rectification of defects are at the expense of the Customer. At our request, the Customer must provide the necessary manpower, energy and rooms free of charge and must cooperate in accordance with point 7.

15.12. In order to remedy defects, we must be allowed at least **two attempts** on the part of the Customer.

15.13. We may **avert a rescission claim** by remedying the defect or by granting an appropriate price reduction, provided the defect is not material and irremediable.

15.14. If the service items are manufactured on the basis of **information**, drawings, plans, models or other specifications of the **Customer**, we only guarantee that they will be carried out in accordance with the conditions.

15.15. The fact that the work is not fully suitable for the agreed use does not constitute a defect if this is solely due to factual circumstances deviating from the information available to us at the time of performance because the Customer did not comply with its cooperation obligations under point 8. does not comply.

15.16. Likewise, this does not constitute a defect if the Customer's **technical installations**, such as supply lines, cabling, networks, etc., are not in a technically perfect and operational condition or are not compatible with the delivered items.

16. Liability

16.1. Due to breach of contractual or pre-contractual obligations, in particular due to impossibility, delay, etc., we are only liable for **financial losses** in cases of intent or gross negligence due to technical peculiarities.

16.2. Liability is **limited** to the maximum liability amount of any liability insurance taken out by us.

16.3. This limitation also applies to damage to an item that we have **accepted for processing**.

16.4. Claims for damages must be **brought before the courts within two years**, otherwise they shall lapse.

16.5. The limitations or exclusions of liability also include claims against our **employees**, representatives and vicarious agents due to damages that they cause to the Customer without reference to a contract between them and the Customer.

16.6. Our liability is excluded for damages caused by: **improper handling** or storage, overuse, failure to follow operating and installation instructions, incorrect assembly, commissioning, maintenance, servicing by the Customer or third parties not authorized by us, or natural wear and tear, if such event was the cause of the damage. There is also an exclusion of liability for failure to carry out necessary maintenance.

16.7. If and to the extent that the Customer is able to claim **insurance services** for damages for which we are liable, through his own or in his favor insurance (e.g., liability insurance, hull, transport, fire, business interruption and others), the Customer undertakes to make use of the insurance service and our liability towards the Customer is limited to the disadvantages that the Customer suffers as a result of the use of this insurance (e.g., higher insurance premium).

16.8. Those product characteristics are owed which, with regard to the approval regulations, operating instructions and other product-related instructions and instructions (in particular also inspection and maintenance) from us, third manufacturers or importers, can be expected from the Customer, taking into account the Customer's knowledge and experience. The Customer as a reseller must take out sufficient insurance for **product liability claims** and indemnify and hold us harmless with regard to recourse claims.

17. Severability Clause



17.1. If any provision of these GTCs is or becomes invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

17.2. The parties undertake in advance to agree on a **substitute provision**, acting in good faith, which comes as close as possible to the intended economic effect of the invalid provision, taking into account customary business practice.

18. General

18.1. Austrian law shall apply.

18.2. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

18.3. The place of performance shall be the company's registered office (Linz).

18.4. The court having local jurisdiction over our registered office shall have exclusive jurisdiction for all disputes arising from this contractual relationship or any future contracts between us and the Customer.

18.5. **The Customer must immediately notify us in writing** of any changes to their name, company, address, legal form, or other relevant information.

18.6. This GTC is a non-binding **translation** of the German "Allgemeine Geschäftsbedingungen" (AGB). In case of **discrepancies**, the German version (the AGB) shall prevail.