

GENERAL TERMS AND CONDITIONS OF GINZINGER ELECTRONICS GMBH FOR CONDUCTING DEVELOPMENT SERVICES

AS AT JULY 2024

1 / PREAMBLE

1.1 / Ginzinger electronic systems GmbH, A-952 Weng im Innkreis, Gewerbegebiet Pirath 16, FN 364958d, as Contractor (CO) is a specialised company in the field of electronics hardware and software development and carries out innovative research and development work at a technical and scientific level. CO undertakes development work for the Principal (PR) in its business areas. CO and PR are independent companies and shall remain so, irrespective of the present co-operation.

1.2 / These General Terms and Conditions (GTC) regulate the framework conditions for the procurement and performance of development services between the PR and the CO and at the same time form the basis for the offer, development order and order confirmation.

1.3 / The specific development services shall be offered to the PR by the CO in writing. The order confirmation is issued by the CO following the development order placed by the PR. This entire process is subject to these GTC.

1.4 / These GTC shall also apply to all future transactions of this kind, without their validity having to be agreed separately in each individual case. The principal expressly agrees to this when placing the order. If the principal does not object to this in writing within 3 days, the order shall be deemed to have been accepted and issued by the principal under these terms and conditions.

1.5 / In the event of contradictions between the contracting parties, the following order shall apply:

a) Order confirmation

- b) Offer
- c) General delivery conditions of GINZINGER
- d) FEEI (Professional association of electrical- and electronics industries) delivery conditions as of May 2024
- e) dispositive Austrian contract law.

2 / EXECUTION OF THE DEVELOPMENT SERVICE

2.1 / The development order shall be processed exclusively on the basis of the service specification as by the CO versioned version.

2.2 / Within 14 days after confirmation of the order, the CO and the PR shall notify each other in writing of a commercial contact person (responsible for contractual matters, costs and payment) and a technical contact person (technical issues and project management). Changes must be notified immediately in writing.

2.3 / The technical contact persons shall set written deadlines within the framework of the specific development order. Changes must be announced immediately in writing.

2.4 / The PR agrees that the documents, objects and aids provided to the CO by the PR may be modified, damaged or destroyed in the course of the development work. The CO shall not be obliged to provide any compensation.

2.5 / Samples provided to the PR by the CO in the course of providing the development service are not quality-assured series products. They may be

untested and manually modified. They do not have to comply with the required specifications and are not suitable for use in the PR's series products. They are excluded from warranty and liability provisions.

2.6 / The development services shall be provided by the CO at its place of business.

2.7 / Change requests that alter the originally commissioned scope (costs, deadlines, quality) shall be offered to the PR by the CO in writing. Implementation shall take place after assignment.

2.8 / The scope of documentation of the result of the development service shall be jointly determined in writing by the parties.

2.9 / CO shall be entitled to award partial orders to third parties in order to fulfil the development service in accordance with the order.

3 / SCOPE OF USE

3.1 / Usage shall entitle the PR to execute or apply, analyze, adapt to its own needs and pass on the development service, even in an altered form. This shall also expressly apply to development services that are protected by copyright for the CO.

4 / ACCEPTANCE AND REMUNERATION

4.1 / Acceptance of the development service

The CO shall notify the PR, that the development service has been performed in accordance with the order. Four weeks after delivery of this notification, the handover by the CO or acceptance by the PR shall be deemed to have taken place, and from this point in time all services of the CO shall be deemed to have been rendered and the order fulfilled. Any earlier actual acceptance by the PR shall be recorded in writing. All services to be provided after this period shall be deemed to be support or maintenance services. These are not part of the development service and must therefore be regulated in separate agreements.

4.2 / Acceptance of other performances and services

The CO shall inform the PR of the fulfillment of the order. The acceptance by the PR must be recorded in writing. If, despite a written request by the CO, no acceptance is made by the PR, the performance/ the service shall be deemed to have been accepted four weeks after the written request.

4.3 / Remuneration

The costs incurred in connection with the development service to be provided, the costs of documentation, reproduction, shipping, support, customer-specific further- or order development, maintenance, consulting and training, etc. shall in any case be remunerated appropriately. Usage or license fees shall be announced separately.

4.4 / Invoicing is triggered by the acceptance of the development service and of other performances or services.

5 / PROPERTY RIGHTS

5.1 / Reservation of the transfer of industrial property rights

Industrial property rights to the results of the commissioned development service shall be transferred to the PR upon full payment of the agreed remuneration for the provision of the development service, or the PR shall be granted the authorization to use the work or the right to use the work at this time.

5.2 / Subsequent use

The CO shall be granted the right to freely re-use the development service. The PR also expressly agrees, that the CO is entitled to use codes and hardware components produced or used in the context of the provision of the development service in other projects in which the PR itself is not involved.

5.3 / Any deviating agreements in reference to property rights shall be made separately.

6 / WARRANTY / COMPENSATION FOR DAMAGES

6.1 / The CO warrants the application of scientific care and compliance with the recognized rules of technology.

6.2 / In view of the constant and rapid technical progress, a warranty period of 6 months shall apply from handover or acceptance. The warranty period for rectifications is 4 weeks. Warranty claims shall lapse within 6 months from the date of timely notification of defects.

6.3 / In the event of any other exclusion of warranty, any recognizable defects or missing scopes must be reported to the CO immediately, but at the latest within 8 days of the start of the warranty period, hidden defects within 8 days of their discovery, by registered letter with immediate cessation of any processing, otherwise the service shall be deemed to have been accepted unconditionally, properly and free of defects.

6.4 / If equipment, materials or other items from third parties (third-party products) have been used in research or development work and if a defect in the research and development product handed over to the PR is due to the defectiveness of these third-party products, the CO shall assign to the PR the claims to which it is entitled against third parties upon request.

6.5 / The liability of the CO, its legal representatives and vicarious agents for breach of contract or tort shall be limited to cases of gross negligence.

6.6 / Recourse claims within the meaning of § 12 PHG (Austrian Product Liability Act) are excluded, unless the party entitled to recourse proves that the error was caused in the sphere of the CO and was caused at least by gross negligence.

6.7 / It is the PR's responsibility to check whether its use interferes with third-party property rights. The PR shall indemnify the CO against claims for damages, enrichment and all other claims insofar as they arise as a result of the project-related research and development work and were not caused by the CO intentionally or through gross negligence.

7 / OBLIGATION OF SECRECY

7.1 / Any confidentiality agreement shall be regulated separately.

8 / DURATION AND TERMINATION

8.1 / The contractual relationship between the PR and the CO shall be concluded for an indefinite period. It shall end upon termination by the PR or the CO at the end of a quarter, subject to one month's notice by registered letter, whereby the date of the postmark shall be decisive.

8.2 / The contractual relationship may be terminated prematurely by the CO at any time without notice for good cause, in particular if the PR is unable to fulfill an essential obligation under the contract within 30 days of receipt of a written notice and/or insolvency proceedings are opened against the assets of the PR or the application for opening is rejected for lack of assets to cover the costs.

8.3 / Should it become apparent during the execution of the project that the CO is unable to perform the development service in a timely manner, for reasons that are technically beyond its control, or if proper execution cannot be guaranteed for unavoidable organizational or personnel reasons, the parties shall discuss the reasons for this and reach a separate agreement on the continuation of the project. If no agreement is reached, the PR shall be entitled to terminate the contractual relationship by giving one month's notice to the end of each calendar month.

8.4 / In the event of termination, the CO shall hand over the till then reached result of the development service as soon as possible. Point 4 shall apply analogously.

The PR shall be obliged to reimburse the CO for the costs incurred up to the date on which the termination takes effect, including any profit corresponding to the status of the work.

8.5 / Cancellation of a development order

A development order that has been started can be terminated by the PR at any time. In this case, the expenses incurred up to and resulting from the termination shall be charged.

9 / ORDER OF PREFERENCE

9. 1 / In the event of contradictions between the PR and the CO, the following order of precedence shall apply:

1. Order confirmation
2. Offer
3. Service specification
4. Requirements and target specifications
5. Non-disclosure agreement
6. Agreement on property rights
7. GENERAL TERMS AND CONDITIONS CO
8. GENERAL TERMS AND CONDITIONS PR
9. Dispositive Austrian contract law

10 / MISCELLANEOUS

10.1 / The other party must be notified immediately in writing of any change of address. Until then, deliveries to the last known address shall be deemed to have been effected.

10.2 / In the absence of deviating agreements, the CO reserves the right to submit the research funding grant for commissioned development services.

10.3 / There are no verbal collateral agreements. Amendments and additions must be made in writing to be legally effective. Any deviation from this written form requirement must also be in writing.

10.4 / Should individual provisions be or become invalid or should there be loopholes, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a permissible, valid provision that comes closest to the original intention in terms of its content. The same applies in the event of a loophole.

10.5 / Austrian law shall apply exclusively. This also applies to the question of the conclusion of a contract and the legal consequences of its subsequent effect. The place of jurisdiction is the competent and locally competent court for A-4952 Weng.

The General Terms and Conditions of Delivery of the Austrian Electrical and Electronics Industry Association shall apply additionally and subordinately.