



COYERO GmbH

GENERAL TERMS OF TRADE

Last updated on May 12th, 2019.

Important: These General Terms of Trade (“Terms”) contained herein apply to all engineering services rendered by COYERO GmbH. These Terms govern you (“Customer” or “you”, or “Buyer”) and form a legal contract between COYERO GmbH (“COYERO”, “we” or “us”), a company organized and existing under the laws of Austria, with its principal place of business at Lakeside B07, 9020 Klagenfurt, Austria, and being registered at Commercial Register Landesgericht Klagenfurt under Number FN 507296 z and you. If you are an individual accepting these Terms on behalf of a company or legal entity, then you are binding the company or legal entity to these Terms and represent and warrant that you have full power and authority to do so. COYERO may modify these Terms from time to time without notification.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

1. Acceptance

All quotations made by COYERO are binding within their binding period, which is 30 days unless specified differently in writing. All orders placed with COYERO or any of its branch offices shall only become effective upon written acknowledgement by COYERO, which results in a delivery contract to which these General Terms of Trade of COYERO shall apply. Such delivery contract explicitly precludes the application of any terms of purchase contained in order forms or other correspondence of Buyer.

Applicable engineering services rendered by COYERO in the course of these Terms are marked with the 8 characters “COY-ENG” at the beginning of a product number being indicated on all quotations, order confirmations, delivery sheets and invoices issued by COYERO to Buyer.

2. Prices

The prices quoted in the acknowledgement of order are generally understood to be in EURO (€). In case of quotations and acknowledgements of orders in foreign currency, the prices shall be bound to the respective foreign currency only as long as the exchange rate of same in relation to the EURO (€) has not changed by more than +/-2 % between the date of acknowledgement of order and the date of delivery. COYERO reserves the right, in case of variations by more than +/-2 %, to fix a new price according to the change in the exchange rate for the deliveries outstanding at the moment of such change.

3. Conditions of Delivery

COYERO reserves the right to effect part shipments. All prices are understood to be ex works COYEROs principal place of business, uninsured, duty unpaid, packing included.

4. Terms of Payment

Invoices have to be paid net and free of expenses within 30 days, as of date of invoice unless specified differently in writing. The non-compliance with the terms of payment or any circumstances reducing Buyer's creditworthiness which become known to COYERO only after entering into the contract may entail the immediate falling due of all payments outstanding and entitle COYERO, with a reasonable respite, to withdraw from the contract. Payments overdue shall be charged subsequently with a 100 Euro handling fee and a past-due interest rate of 7 percentage points additionally to the ECB MRO (European Central Bank Main Refinancing Operations) interest rate.

5. Time of Delivery, Change of Order

The times of delivery indicated in the acknowledgement of order are not binding. There shall be no unilateral right of rescission for an acknowledged order. Any claims for damages caused by delayed delivery, short delivery, or nondelivery are excluded. Unforeseeable events incurred through no fault of COYERO or extraordinary events at COYERO or its subcontractors or other impediments impossible for COYERO to foresee shall entitle COYERO to defer the date of delivery for a period equal to the time lost by reason of such event or impediment. In any case Buyer shall be obliged to purchase all products already finished or begun in consequence of the order placed. Notwithstanding COYERO may enforce subsequent charges or claims for damages caused by reduced purchase quantity.

6. Reservation of Proprietary Rights

Until complete payment of all invoices the products shall remain the property of COYERO. Buyer does not acquire any proprietary rights by incorporating the products into other devices. Any processing of the products delivered by COYERO is done on behalf of COYERO. If Buyer incorporates the products into outside goods, COYERO shall become co-owner of the new goods created, and this according to the proportion of the values of its products to those of the outside products jointly used. Until revoked, Buyer shall be entitled to resell, under reservation of the proprietary rights, the goods delivered, or products created by their processing within the framework of his regular business activity. Until complete payment of the purchase price Buyer shall cede all claims due to him as a result of such resale, to the amount of the value of the products delivered, to COYERO. Until revoked, Buyer shall be entitled and obliged to collect the claims ceded. COYERO shall be entitled to secure the property under reservation if Buyer does not comply with his contractual obligations, in particular if he handles the property under reservation in an improper manner or comes in default with payment of purchase price. Execution of restitution and securing shall not be deemed a rescission of the contract and shall not revoke Buyer's obligations, in particular payment of purchase price.

7. Patent Rights and Copyrights

Buyer shall hold COYERO harmless against any expense or loss resulting from the infringement of patent rights or copyrights and arising from compliance with Buyer's designs, specifications, or instructions. By selling a product to Buyer, COYERO shall in no case convey any patent right to Buyer. COYERO agrees to hold Buyer harmless if any claims resulting from the infringement



of a patent right or copyright applicable in the country of COYERO's place of business are being asserted against Buyer and if Buyer has notified COYERO promptly in writing of such assertion. COYERO reserves the right to choose appropriate means of defense, including settlements out of court. Should it not be possible for Buyer to use the products under reasonable circumstances, COYERO's liability shall be limited to either changing or replacing the product so that it constitutes no infringement of patent rights or, at its discretion, taking back products not yet incorporated and refunding the purchase price. COYERO shall not be liable for any claims founded on an infringement of patent rights arising from a use of the product contrary to the terms of the contract.

8. Software

Software, as a set of software programs, pertaining documents, and all subsequent additions including, but not limited to any images, applets, photographs, animations, video, audio, music and text incorporated into the Software are trade secrets or confidential information of COYERO. Buyer shall have only those rights using the Software delivered as part of the engineering services as defined in the delivery contract. In case no specific definitions are made Software is provided in the delivery contract Buyer shall have a non-exclusive and non-transferrable right of use the Software. Under no circumstances COYERO will provide access to the source code of the Software unless otherwise specified in detail in the delivery contract individual for each Buyer. All other rights shall remain with COYERO or the program author respectively.

Software may be licensed to Buyer on a specific number of units and/or for a specific number of users, both depending on order, only on Buyers Designated Equipment on Buyers Designated Site together with the Authorization Codes only for internal use "Licensed Programs"). In the context of this terms Designated Equipment is either: (i) a single server (located at the Designated Site) with one CPU identified by serial number, host identifier, Ethernet address or MAC address on which the Licensed Programs are stored, or; (ii) a computer or workstation, as identified by its serial number, host identifier number, Ethernet address or MAC address, located at the Designated Site, where the Licensed Programs are installed and used only upon the issuance of an electronic "key". The Designated Equipment shall be of a manufacture, make and model, and have the configuration, capacity (i.e. main memory / data storage memory), operating software version level and prerequisite and co-requisite applications, prescribed in the Documentation as necessary or desirable for the operation of the Software. Furthermore, in the context of this terms Designated Site is the specific address of Buyers facility consisting of one or more buildings within a radius of one mile of where the Designated Equipment upon which the software and its components are installed. Buyer has to guarantee that Software is not accessible to third parties or third countries without COYERO's prior written approval.

9. Trade Acceptance

The engineering services performed for Buyer resulting in items ("Deliverables") delivered have to be taken over by Buyer, even if they have insignificant defects. The acceptance test shall be carried out by Buyer within fifteen (15) days, as of date of delivery and are subject to the delivery contract as of clause 1 above of this Terms. Should the take-over be delayed by reason

of circumstances outside COYERO's responsibility, the written communication of readiness for dispatch by COYERO to Buyer shall be considered the date of delivery. In default of any written communication of inability to take delivery by Buyer within the time for taking delivery, the engineering services shall be deemed accepted. The criteria for acceptance or refusal shall be the specifications or test conditions jointly agreed upon or the delivery contract effective at the moment of placing of order.

10. Warranty

COYERO warrants that its tangible engineered items except Software and except prototypes will be free from defects in material (if applicable) and workmanship under normal use in conformity with the terms of the contract between Buyer and COYERO applicable to the engineering work these tangible engineered items have been developed. COYERO's obligations under this warranty shall be discharged, at its option, by repairing, replacing, or giving credit for defective tangible items (if applicable). Buyer has to grant COYERO a reasonable period for removing the defects; if Buyer refuses to grant such period, COYERO shall be released from warranty. The period of warranty for tangible engineered items except Software is twelve (12) months, as of the acceptance of the items delivered to Buyer (see clause 9). COYERO warrants that its Software will execute its programming instructions in material conformance with the documentation when properly installed on the target hardware. Due to the complex nature of software, COYERO does not warrant that the operation of the Software will be uninterrupted or error free. The period of warranty for Software is thirty (30) days from the date of delivery. Buyer has to give COYERO notice of defects, in writing and stating sufficient reasons, immediately but within fifteen (15) days as of delivery of products at the latest. Any defects that could not be detected within that period in spite of careful examination must be communicated to COYERO, in writing and stating sufficient reasons, immediately after becoming known. In default of such immediate communication, any warranty shall be excluded. The warranty shall be ruled out if the delivered items are handled, after their acceptance, in an improper manner or not in conformity with the instructions recommended and/or documentations handed out by COYERO. Returns shall only be accepted after previous consent by COYERO. In case of warranty claim COYERO shall defray the transportation cost. A case of warranty shall not prolong the initial period of warranty of 12 months for tangible engineered items and 30 days for Software. In case of unjustified complaints Buyer shall reimburse COYERO for all expenses arising from such complaints. Any claims of Buyer beyond the obligations under this warranty are excluded.

Warranty of Software delivered, based on an engineering services upon a delivery contract between COYERO and Buyer, is free of any warranty.

11. Other Matters

Place of performance and place of jurisdiction for all claims under a delivery contract according to clause 2 and 3 shall be COYERO's place of commercial registration, even if any deliveries have been effected by any branch office of COYERO. All delivery contracts shall exclusively be governed by the laws of COYERO's place of commercial registration. Buyer can pass on his rights and obligations arising under such delivery contracts only upon COYERO's written consent.



Buyer shall be liable for the observance of the control regulations of any country up to the end user, if applicable, and explicitly agrees to hold COYERO fully harmless. Should any clauses of these General Terms of Trade be or become inoperative, the other clauses shall not be affected thereby.