

COYERO GmbH

GENERAL TERMS OF TRADE

Last Update January 1th 2025

1. General

These **General Terms of Trade** ("Terms") contained herein **apply to all Products delivered and Engineering Services rendered by COYERO GmbH**. These Terms govern you ("**Customer**" or "**you**" or "**Buyer**") and form a legal contract between you and 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. 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. Any changes in or amendments to these terms shall only become effective after having been officially agreed to in writing by COYERO.

Individual specifications take precedence over the General Terms of Trade.

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

2. 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 the General Terms of Trade of COYERO shall apply. Such delivery contracts explicitly preclude the application of any terms of purchase contained in order forms or other correspondence of Buyer.

3. 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.

4. Conditions of Delivery

COYERO reserves the right to effect part shipments. All prices, unless confirmed to Buyer by COYERO in writing (order confirmation), are understood to be ex works COYERO's principal place of business, uninsured, duty unpaid, packing included.

5. Terms of Payment

Invoices have to be paid immediately upon receipt without discount and free of expenses, 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 150 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.

6. 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 no delivery 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.

7. 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 nor on the sub-modules, either in the form of hardware or software, containing of the product. 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.

8. 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 defence, 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.

9. Software

Software, as a set of software programmes, simulation models, 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 a non-exclusive and non-transferrable right of use Software with the products for which such software programmes have been delivered. All other rights shall remain with COYERO or the programme author respectively.

Software is 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 Authorisation Codes only for designated use. 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.

10. Hardware

10.1. General

Hardware delivered, either as part of a product or part of any other service rendered by COYERO might need specific hardware components. These components, unless available from other sources or vendors, is intellectual property of COYERO. Hardware is purchased as defined under the clause "Ownership" below. Use of the Hardware is subject to these Terms. Only upon payment and acceptance of these Terms you will be licensed to access and use all hardware- and software components installed on the Hardware (and any updates and upgrades thereto), on a limited, non-exclusive, revocable, non-sublicensable, non-transferable basis, solely for the purposes of using the Product.

10.2. Usage

You agree to use the Hardware in accordance with all procedures that may be provided by COYERO from time to time and solely for the purposes of using the Product. Any other use is subject to a breach of these Terms. Under no circumstances you may decompile, disassemble, or reverse engineer the same.

10.3. Security

While Hardware delivered by COYERO may use encryption technology, and the law generally prohibits third parties from monitoring transmissions, COYERO will, under no circumstances be liable for any unauthorized authorization to services, access to or use of data transmitted using the Product.

10.4. RF Exposure Information

Hardware has been tested and meets applicable limits for radio frequency (RF) exposure. Cases with metal parts may change the RF performance of the device, including its compliance with RF exposure guidelines, in a manner that has not been tested or certified.

10.5. Availability

Every effort is made to maintain sufficient stock of all the Products we offer. Potential inventory shortages at our distributor may impact our ability to fulfill an order. We reserve the right to cancel an order if we are, for any reason, unable to fulfill the order requirements. If we are unable to fulfill an order, we will notify you by email.

10.6. Shipment

We can't ship Hardware to certain places (like PO boxes, military bases, and specific regions). If we can't deliver your order, it'll be shipped back to us, and we'll send you a refund. Inventory shortages or other fulfillment issues may cause delays. Your order is shipped using a carrier that we have selected. Once you have completed your purchase, we will provide you with an estimated delivery date. Every effort is made to facilitate delivery of your order on time, and by the estimated delivery date. After your order is processed and fulfilled, we will send you an email containing the order tracking number. Once your order is fulfilled and placed in the hands of our selected shipping carrier, we cannot guarantee any delivery date indicated by the carrier.

10.7. Installation and Setup

Installation of Hardware must be performed by a professional. COYERO refuses any liability for this process. You agree to take care on your own responsibility where to install the Hardware. COYERO will never contract and/or send a professional on its own initiative to any premises.

11. **Ownership**

COYERO and its licensors retain all right, title and interest (including all intellectual property rights) in and to the Product and any and all related and underlying technology and documentation and engineering services, unless otherwise agreed in writing in a "Master Development Agreement". Customer is obtaining only a limited usage right to the Product, regardless of use of words like "purchase", "sale", "lease" or similar terms. If Customer submits any comments, suggestions or other feedback regarding the Product, COYERO may freely exploit the feedback (including as part of the Product) without restriction on account of intellectual property rights or otherwise.

12. **Trade Acceptance**

The Products delivered have to be taken over by Buyer, even if they have insignificant defects. The Buyer has to examine the delivery item immediately and notify COYERO in writing of any defects within 7 days, as of date of delivery. The Buyer is obliged to provide proof, that the delivery item has been defective in time of delivery. 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 products shall be deemed accepted. The criteria for acceptance or refusal shall be, in case of products specially developed for Buyer, the specifications or test conditions jointly agreed upon or, in case of standard products, the data sheets issued by COYERO effective at the moment of placing of order.

13. **Warranty**

COYERO warrants that its tangible products except Software and except hardware prototypes or pre-production series of hardware will be free from defects in material (if applicable) and workmanship under normal use in conformity with the terms of the contract. COYERO's obligations under this warranty shall be discharged, at its option, by repairing, replacing, or giving credit for defective products (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 products except Software is twelve (12) months, as of the acceptance of the products by Buyer (see clause 10).

COYERO warrants that its Software delivered is free from defects and workmanship under normal use in conformity with the terms of the contract. COYERO's obligations under this warranty shall be discharged, at its option, by repairing or replacing. Customer has to grant COYERO a reasonable period for removing the defects; if Customer refuses to grant such period, COYERO shall be released from warranty. COYERO warrants that its developed Software will execute its programming instructions in material conformance with the documentation when properly installed on the computer.

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. Customer has to give COYERO notice of defects, in writing and stating sufficient reasons, immediately but within fifteen (15) days as of delivery of Software 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 Software is handled, after their acceptance, in an improper manner or not in conformity with the instructions recommended and/or documentations handled 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 products 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.

14. Limitation of Liabilities

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COYERO OR ITS LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY (I) FOR ANY LOST PROFITS, LOSS OF USE, LOST DATA, INTERRUPTION OF BUSINESS, FAILURE OF SECURITY MECHANISMS OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR (II) IN ANY EVENT, FOR AMOUNTS EXCEEDING THE GREATER OF (A) THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO COYERO FOR THE PRODUCT OR ENGINEERING SERVICE IN THE PRIOR SIX (6) MONTH PERIOD OR (B) ONE HUNDRED EUROS (EUR 100). THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The liability of COYERO shall be limited to direct damages on the delivery item itself and to 100 % of the amount of the relevant purchase price.

Customer acknowledges that the foregoing limitations are an essential element of these Terms and a reasonable allocation of risk between the parties, and that in the absence of such limitations the pricing and other provisions in these Terms would be substantially different.

15. Third Party Products

All third-party hardware and other products included or sold with the Product are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly.

COYERO OR ITS LICENSORS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

16. Disclaimer

All deliveries made, either as products or and services rendered, by COYERO are not designed for use in life support appliances, devices, or systems where malfunction of these products can reasonably be expected to result in personal injury. COYERO customers using or selling our deliveries for use in such applications do so on their own risk and agree to fully indemnify COYERO for any damages resulting from such improper use or sale.

17. Other Matters

All delivery contracts are subject to Austrian law under the exclusion of the UN Convention on Contracts for the International Sale of Goods. Buyer can pass on his rights and obligations arising under such delivery contracts only upon COYERO's written consent.

For Buyers based within the European Union or an EFTA State the designated court of jurisdiction shall be the appropriate competent court in Klagenfurt, Austria. All disputes arising out of or in connection with contracts with Buyers based outside of the European Union or EFTA State shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be Klagenfurt, Austria. However, COYERO shall be entitled, at its own discretion, to alternatively bring an action against the Buyer at the Buyer's ordinary place of jurisdiction.

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.

17.1. Contract Mechanics and Interpretation

These Terms constitute the entire agreement between you and COYERO related to the Products delivered or engineering services rendered and supersede any prior or contemporaneous agreements relating to the Products and engineering services. If any provision of these Terms is held unenforceable, that provision will be enforced to the extent permissible by law and the remaining provisions will remain in full force. No provision of these Terms will be deemed waived unless the waiver is in writing and signed by COYERO. Except as set forth in Section 18 (Modifications to Terms), all amendments to these Terms must be in writing and signed by both parties. In these Terms headings are for convenience only and "including" and similar terms will be construed without limitation.

17.2. Assignment

You may not assign or transfer these Terms or any rights hereunder, and any attempted assignment or transfer in violation of the foregoing will be void. COYERO may freely assign or transfer its rights or obligations hereunder at its sole discretion. These Terms will bind and inure to the benefit of each party's permitted successors and assigns.

17.3. Contact Information

If you have any questions, complaints or claims regarding the Terms, please contact:

COYERO GmbH
Legal Department
Lakeside B07
9020 Klagenfurt, AUSTRIA
Email: legal@coyero.com

17.4. Notices to You

We may send notices to your email on file or through the Product. All notices are effective upon delivery.

17.5. Publicity

COYERO may use Customer's name, logo and marks on COYERO's customer lists and marketing materials, unless agreed differently in the Contract.

17.6. Export Control

The Product, or parts of it, might be subject to Austrian or, when applicable, European Union or U.S. export control laws and regulations, and may be subject to other foreign export or import laws or regulations. You agree to comply strictly with all such laws and regulations and not to use or transfer the Product for any use relating to nuclear, chemical, or biological weapons or missile technology. You also represent and warrant that you are not located in a country that is subject to an Austrian or U.S. government embargo or that has been designated by Austrian or the U.S. government as a "terrorist supporting" country and that you are not listed on any Austrian or U.S. government list of prohibited or restricted parties.

The Buyer shall not sell, lease, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. The Buyer shall undertake its best efforts to ensure that the purpose of the no re-export to Russia is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the no re-export to Russia. Any violation shall constitute a material breach of an essential element of this Agreement, and we shall be entitled to seek appropriate remedies. The Buyer shall immediately inform us about any problems including any relevant activities by third parties that could frustrate the purpose of the no re-export to Russia. The Buyer shall make available to us information concerning compliance with the obligations within two weeks of the simple request of such information.

It is noted that we and the Buyer must comply with Regulation (EU) 2021/821, (Dual-Use Regulation).

17.7. Hardware Import and Export Requirements

Customer shall, at its own expense, pay all import and export licenses and permits, pay customs charges and duty fees, and take all other actions required to accomplish the export and import of the Hardware shipped to Customer, unless otherwise agreed in writing. Customer understands that COYERO is subject to regulation by agencies of Austria, or the European Union, or the U.S. government, including the U.S. Department of Commerce, which prohibits export or diversion of certain technical products to certain countries and to certain parties as designated by Austria or, when applicable, European Union export laws (including without limitation Council Regulation (EC) No. 428/2009), applicable UN resolutions/EU regulations imposing restrictive measures/trade sanctions/embargoes or the U.S. government or other restrictions on exporting goods or services. Customer warrants that it will comply in all respects with the export and re-export restrictions including but not limited to those set forth in this Terms for every Hardware shipped to Customer.

17.8. Third-party licenses

The Product may contain or be provided with hardware or software components, licensed from third parties under specific license conditions. COYERO follows all these conditions. If license conditions require COYERO to print certain disclaimers (e.g. the copyright holder) these are included with the Product itself or in its documentation.

17.9. Government Users

The Products may include commercial computer software and commercial computer software documentation. If the user or licensee of the Product is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Product or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by these Terms in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. All other use is prohibited.

17.10. Force Majeure

COYERO will not be liable to Customer in any way whatsoever for any failure or delay in performance of any of its obligations under these terms arising out of any event or circumstance beyond the reasonable control of COYERO.

18. Modifications to Terms

COYERO may modify these Terms (including Product pricing and plans) from time to time without notice. If you have a Trial Plan or are using Beta Releases, then any modifications will become effective immediately, and if you disagree with the modifications, your exclusive remedy is to terminate these Terms. If you have a Paid Subscription or Package, you must notify COYERO within fifteen (15) days of notice of the modifications that you do not agree to such changes, and COYERO (at its option and as your exclusive remedy) may either: (a) permit you to continue under the prior version of these Terms until your next subscription expiration or renewal date (after which the modified Terms will apply) or (b) allow you to terminate these Terms and receive a pro-rated refund based on the unused portion of your subscription term or the number of unused invoices remaining in your Package. Upon any changes to these Terms, you may be required to click to agree to the modified Terms in order to continue using the Product, and in any event continued use of the Product after the modifications take effect constitutes your acceptance of the modifications. As an exception to these rules regarding changes to these Terms, (i) if we make changes to our Billing Policy, the version of our Billing Policy in effect at the time of purchase (or renewal) of a Paid Subscription or Package shall apply to that usage plan, and (ii) any changes to our Privacy Policy will automatically become effective upon posting as described in the Privacy Policy.