

# AiDEXA GmbH - SALES OF GOODS GENERAL TERMS AND CONDITIONS



AiDEXA GmbH, Bergmannngasse 45/10, A-8010 Graz, AUSTRIA

These Sales of Goods General Terms and Conditions (“**Conditions**”) set forth the general terms and contractual conditions under which AiDEXA GmbH (“**AiDEXA**”) offers, sells and provides goods to **Customer**.

## 1. SCOPE

These General Terms and Conditions apply to every purchase of goods accompanied by an Order Confirmation (“**OC**”) from AiDEXA to the Customer. The OC together with these General Terms and Conditions will together constitute the “**Agreement**”.

The present General Terms and Conditions shall not apply to consulting, educational, development, or engineering services contracts placed with AiDEXA. These are covered by the earlier Professional Services Terms and Conditions V1\_072019.

Only if a purchasing contract is carried out without a written order, shall the present General Terms and Conditions become effective in a subsidiary way. Deviations from the conditions stated in these Conditions shall only be effective if accepted by AiDEXA in writing.

All the orders and agreements shall only be legally binding if they are duly signed by AiDEXA and shall commit AiDEXA only to the extent acknowledged in the Order Confirmation. All references to “Customer” shall be deemed to mean the customer set forth in the applicable Agreement.

## 2. OFFERS

Our offers are subject to change unless they are expressly stated to be binding or firm. The agreement shall only become binding through an order confirmation sent by us in text form.

The illustrations, drawings, brochures, advertising material, etc. relating to our products, in particular the data contained therein, only represent approximate values. In no case do they contain guarantees or assurances of certain properties. Guarantees and warranties shall only be agreed in writing and designated as such. A defect shall only be deemed to exist if the actual quality deviates significantly from the quality described in the illustration, drawing, brochure, or advertising leaflet.

All the tendering and project documentation must neither be duplicated nor made accessible to third parties without written consent given by AiDEXA. Their return can be requested at any time.

## 3. PURCHASE ORDERS

AiDEXA has no obligation with respect to any purchase order until it is accepted by AiDEXA through an Order Confirmation.

AiDEXA quotes are based on the availability of materials and manufacturing capacity at the time of quoting. If material availability or manufacturing capacity changes by the time a purchase order is placed, AiDEXA has the right to change the lead time when accepting the purchase order.

## 4. SHIPPING, TRANSPORT, AND INSURANCE

AiDEXA will provide at the expense of the Customer standard commercial packaging to identify and protect products during shipment.

In the absence of specific shipping instructions, AiDEXA will ship by the method it deems most advantageous. Transport charges will be invoiced to Customer.

Delivery will be made **DAP** from **AiDEXA’ site**, Graz, Austria. Title to such products shall pass to Customer upon delivery of the products by AiDEXA at the named place of destination.

Only at the express request of the Customer, shipments are insured by and against transport damage. The resulting premiums and expenses shall be borne by the Customer.

## 5. PRICES, TAXES AND EXPORT CHARGES

All prices agreed upon are stated in Euro.

Prices quoted are exclusive of all excises, value-added, use, and property (ad valorem) taxes and all customs and export charges, which shall be borne by the Customer. These will be added to the invoice and paid by Customer.

## 6. DELIVERY AND FORCE MAJEURE

AiDEXA will use reasonable commercial efforts to deliver products to Customer on the delivery dates set forth in the OC.

Shipping dates for the products are approximate, and the failure to perform shall not be considered a breach by AiDEXA.

Performance of AiDEXA will be excused without liability during any period that performance is prevented or delayed by causes beyond the reasonable control of AiDEXA.

## 7. TERMS OF PAYMENT, SECURITY INTEREST, BANKRUPTCY

All payments are due **net thirty (30) days** after the original product shipment date. As for partial invoices, the terms of payment defined for the overall agreement shall apply in analogy.

Past due payments will accrue interest at the rate of 1.5% per month until paid.

If invoices are not paid within sixty (60) days of invoice date, AiDEXA may suspend shipment of any further goods ordered by Customer.

## 8. INTELLECTUAL PROPERTY

AiDEXA retains all copyright, patent, ownership of software, and other proprietary rights in the products.

## 9. LIMITED WARRANTY

AiDEXA warrants that the products comply with applicable product specifications and that the products will operate properly under proper use and under normal conditions, without defects in material and workmanship that prevent such operation for a period of **one year from date of delivery to Customer**.

Defective goods may be returned freight prepaid after obtaining a customer return order number from AiDEXA. If after testing and inspection any such returned product is determined by AiDEXA to be defective, AiDEXA shall promptly repair or replace the product and return it to the Customer freight prepaid.

Goods or parts that have been subject to any misuse or accident are not covered by warranty.

## 10. NO ADDITIONAL WARRANTIES

This warranty is the only warranty made by AiDEXA with respect to the products delivered hereunder. No warranty is made with respect to customized equipment or goods produced to Customer's specifications except as specifically stated in writing by AiDEXA in the agreement for such customized goods.

AiDEXA disclaims all other express or implied warranties, including any warranty for non-infringement, merchantability, or fitness for a particular purpose.

To the extent an implied warranty cannot be excluded, it is limited in duration to the warranty period.

## 11. LIMITATION OF LIABILITY

AiDEXA shall not be liable for injury to any property other than the products, including third-party claims, and **shall be limited to the refund of the purchase price**.

In no event shall AiDEXA be liable for any consequential or incidental damages.

Customer shall defend and indemnify AiDEXA against any claims that are based upon any subsequent resale of the products by customer or upon any sale by customer of its goods that contain AiDEXA products.

## 12. LIMITATION OF LIABILITY FOR CUSTOMER-OWNED PARTS

AiDEXA shall not be liable for injury to any customer-owned property delivered to AiDEXA unless specifically agreed in writing and **shall be limited to the refund of the purchase price**.

Customer must carry business insurance on all customer-owned material sent to AiDEXA.

In no event shall AiDEXA be liable for any consequential or incidental damages.

Customer shall defend and indemnify AiDEXA against any claims that are based upon any sale by customer of any of its goods that contain AiDEXA' products.

## 13. CANCELLATION

This agreement may be canceled by Customer only upon the payment of reasonable cancellation charges, which will include expenses already incurred for labor and material costs, overhead, commitments made by AiDEXA, and a reasonable profit.

## 14. INTELLECTUAL PROPERTY INFRINGEMENT DEFENSE AND INDEMNITIES

AiDEXA shall defend and indemnify Customer, with Customer's cooperation, against any claims that the manufacture or sale of the AiDEXA product or that ordinary use of AiDEXA' product constitutes an infringement of a patent or trademark.

Customer shall defend and indemnify AiDEXA against any claims that manufacture or sale of products manufactured to Customer's specifications constitutes an infringement of any patents or trademarks.

This agreement states AiDEXA' entire liability and obligation with respect to intellectual property claims.

## 15. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire agreement between AiDEXA and Customer and supersede any other agreements or offers including any purchase order of Customer. AiDEXA' acceptance of any Customer purchase order is expressly conditioned on Customer's assent to the agreement.

This agreement may not be modified or interpreted by any trade usage or prior course of dealing not expressly made part of this agreement.

Customer hereby acknowledges that it has not entered into this agreement in reliance upon any warranty or representation unless specifically set forth herein.

**Variation.** Any variation to the Agreement, shall only be binding when agreed in writing and signed by both parties.

**Severance.** If any provision of the Agreement is held to be unenforceable, void, or invalid under applicable law, such provision shall be deemed omitted and the remaining provisions will remain in force.

## 16. APPLICABLE LAW

This Agreement, and any disagreement arising thereof, is governed by Austrian laws without regard to conflict of laws, principles and in any dispute arising out of or in connection with this Agreement.

The Customer consents to the exclusive jurisdiction of the European Union courts. Customer shall bring action relating to any dispute Customer may have hereunder **within one (1) year of the occurrence of such a dispute**.

The United Nations Convention for the International Sale of Goods shall not apply to the Agreement.

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