



H&H Development - Industrial Software Solutions GmbH, software for logistics and planning, for software licensing and performance of services - in the following called "H&H" -

1. Scope of application - contractual object

- 1.1 Our general standard terms and conditions are valid for the permanent licensing of the standard software according to the agreement between H&H and the buyer.
- 1.2 The general terms and conditions of H&H apply exclusively; Conflicting or deviating conditions of the buyer shall not be part of the contract unless H&H has explicitly agreed in writing to their applicability. The general standard terms and conditions shall apply even if H&H provides services despite knowledge of contradictory or deviating terms and conditions.
- 1.3 H&H gives the customer according to the remuneration that is stated in the offer one copy of the software products specified in the offer (hereinafter referred to as programs) for his own use in the long term with the documentation according to section 3.3 (contract software).
- 1.4 The functionality of the software is derived from the offer.
- 1.5 The Supplier shall also provide the additional services specified in the offer, eg:
 - Installation, training
 - Adaptation of the programs as described by H&H

2 Contract conclusion

- 2.1 The order of the buyer represents a binding offer, which H&H can accept within two weeks by sending a confirmation of order or by starting the activity with the consent of the buyer. Offers or cost estimates previously submitted by H&H are free.
- 2.2 The content, the unquestioned written order confirmation and the performance index of H&H are decisive for the content of the order.
- 2.3 The conclusion of the contract shall be made by means of a written declaration of acceptance of the offer or by the provision of services by H&H.
- 2.4 The creation of system or program documentation is only part of the scope of services, if this has been expressly agreed in writing against separate remuneration.

3 Delivery/ Installation/ Cancellation

- 3.1 The contract software is delivered in executable form (object code). The source code is not contractual object and will not be delivered.
- 3.2 The executable codes of the programs are delivered by H&H on a data medium of a type specified in the offer or, if so agreed in the offer, by the transmission of the necessary information for downloading from the Internet.
- 3.3 Delivery or installation dates shall be deemed to have been complied with if H&H or the subcontractor commissioned by H&H has commenced the delivery / installation of only a part of the service. Delivery and installation dates of H&H are not binding.
- 3.4 If a delivery / installation date agreed in writing is exceeded by more than six weeks due to a fault on the part of H&H, and if the reasonable extension of time set by the buyer in writing by H&H is not

complied with, the buyer is entitled to withdraw from the contract. Advance payments in this case must be repaid to the buyer, unless other claims against the buyer, especially claims from previous orders, are available. H&H is entitled to offset the down payment with claims against the buyer from whatever title.

- 3.5 Claims beyond the withdrawal of the buyer, such as damages, shall be excluded by mutual agreement. If the buyer has received the goods, a withdrawal is no longer permissible. If a delivery or service is divisible, the right to rescind the contract only to the outstanding deliveries or services. A general cancellation is possible within 2 months from the date of the license agreement. Cancellation fees are 50% of the purchase price plus already installed installations, training sessions, individual programming, etc. These services remain unaffected by the rescission and will be invoiced in any case.
- 3.6 Compensation claims of the buyer are excluded in any case. The buyers obliged to check the correctness and completeness of the delivery / installation upon receipt of the respective delivery / installation (own or third-party software). By opening sealed CD packaging (third-party software), the software license terms of the manufacturer and the terms of delivery of H&H are automatically acknowledged. Subsequent return or exchange is not permitted.
- 3.7 State export or transit regulations, even if they are of foreign origin, are to be strictly adhered to.

4 Secrecy and data protection; Storage of documents

- 4.1 The parties to the contract undertake to treat confidential information and documents of the other contracting party which are either obviously confidential or which are designated by the other party as such, such as business secrets.
- 4.2 The buyer will deal all programs, codes and documentation provided by H&H as well as concepts as program and business secrets of H&H.
- 4.3 The employees of H&H are obliged to maintain data secrecy. In addition, the buyer is responsible for compliance with law and regulations on data protection and data security.
- 4.4 H&H will retain all documents and data supplied by the Purchaser with care. This obligation ends one month after receipt of the order. Within this period, the buyer must have collected all documents from H&H. H&H can then destroy or delete them.
- 4.5 EU data protection basic regulation (DSGVO) All further information on the processing of personal data will be available on the homepage.

5 Copyright and scope of use

- 5.1 H&H GmbH grants the buyer the simple (non-exclusive) right to use the contractual software in the long term by the number of users specified in the offer. The buyer is thus entitled to install, load and run the contractual software at a maximum of the number of user workstations specified in the offer. In addition, the buyer is entitled to create safety scripts and standard data backups in an appropriate number.



- 5.2 The use at other locations of the customer or the passing on to third parties requires the prior written permission of H&H.
- 5.3 Any use beyond the contractually agreed extent, in particular a simultaneous use of the software of more than the number of users specified in the offer is an offense. In this case, the buyer is obligated to notify H&H immediately. The parties will then try to reach an agreement on the extension of the rights of use. For the period of overuse, which means until the completion of such an agreement or the cessation of overuse, the buyer is obliged to pay compensation for the overuse according to the price list of H & H. A three-year linear depreciation is used as the basis for the calculation of the compensation. If the customer does not notify the accommodation, a contractual penalty of three times the price of the utilization is due according to the price list of H&H.
- 5.4 Copyright and other proprietary notices within the contract software may neither be removed nor altered. They must be transferred on each copy.

6 Remuneration

- 6.1 The contractually agreed remuneration is due without any deduction at delivery according to section 3 and the granting of the usage rights according to clause 5 to the buyer at the price stated in the offer plus statutory value added tax.
- 6.2 If H&H agrees to the acceptance of checks or charge-free bills of exchange, this is always only done on account of performance.
- 6.3 In the event of non-payment of the remuneration, default shall be received no later than 30 days after the due date with the receipt of an invoice or equivalent payment.
- 6.4 In case of late payment, H&H will charge the statutory interest on arrears. Higher interest rates can be asserted for other legal reasons.
- 6.5 Offsetting against claims by H&H is prohibited insofar as the claim of the buyer is not undisputed or legally established. A right of retention of the buyer is excluded, unless the buyer's claim comes from the same contractual relationship and is undisputed or legally binding.
- 6.6 If the customer is in default with his payment obligations, H&H will be released from your further performance obligations, including software maintenance and any other agreed services.

7 Material deficiencies and deficiencies in title

- 7.1 After the handover, the buyer is obligated to observe the care and maintenance instructions of H&H and to ensure the data passed on and processed in the course of the use.
- 7.2 There is a material defect if the contractual software does not have the contractually agreed quality or is not suitable for the contractually agreed use. The contractual nature is determined by the respective offer. The buyer recognizes that, according to the current state of the art, it is not possible to develop data processing programs, in particular when they are connected to other programs, in such a way that they always work without errors. This is not a shortcoming of the program.
- 7.3 H & H and / or third parties are entitled to copyrights to the contractual software. A deficiency in title exists

if the buyers rights required for the contractual use could not be legally granted

- 7.4 After delivery of the programs at the buyer, the latter will immediately investigate the contractual software for any defects and immediately notify H&H if defects exist. The obligation derives from § 377 HGB.
- 7.5 Any defects, which may occur must be documented by the purchaser in a manner which H&H can trace in a comprehensible manner and H&H must be notified in writing immediately after its discovery.
- 7.6 If the buyer notifies defects in accordance with section 8.2, H&H will make supplementary performance as follows. H&H shall be entitled to remedy the supplementary performance at its option by rectifying the defect or by a replacement. The buyer can only demand a new supply or rectification within a reasonable period of time if the other aforementioned form of supplementary performance is unacceptable. H&H may also remedy the defect by telephone, written or electronic instructions to the purchaser. Any additional costs incurred by H&H as a result of the fact that the contractual software was installed by the buyer at a location other than the buyer's place of business shall be carried by the buyer. If H&H is not successful with the supplementary performance within a reasonable period of time, which makes at least two attempts to rectify the defect, the buyer is obliged to set H&H an appropriate final deadline, which allows at least two further attempts to rectify the defect. If H&H is not successful within this last period of grace, the buyer is entitled to reduce the remuneration or to withdraw from the contract. Waiting for deadlines and setting deadlines by the buyer is dispensable if this is no longer reasonable for the buyer, in particular if H&H has finally and seriously refused the supplementary performance. The supplementary performance does not fail as a final failure after the second attempt at supplementary performance. On the contrary, H & H is free during the post-processing periods of the number of attempts to make a claim, depending on the nature of the defect, the particular circumstances (personnel etc.) and the nature of the software involved (involvement of third parties, etc.).
- 7.7 Only if H&H is guilty of gross negligence the purchaser can, in addition to the rescission or reduction, claim damages or reimbursement of expenses.
- 7.8 The right to rescind, compensation or reimbursement of expenses in lieu of the entire service exists only in the case of serious defects.
- 7.9 In the event of a legitimate withdrawal on the part of the buyer, H&H shall be entitled to demand reasonable compensation for the use made by the buyer up to the reverse of the use of the contractual software. This compensation is calculated on the basis of a three-year period of total use of the programs.
- 7.10 Claims for material and legal defects become time-barred after one year from delivery of the programs.
- 7.11 If the buyer modifies the program itself, or if it is modified by a third party, the claims for defects in title or quality are void, unless the buyer proves that errors are not attributable to this fact and that H&H's analysis and disposal of errors is not impaired. This also applies to the installation of the programs on operating systems or hardware, which do not



correspond to the recommendation (approval) by H&H.

7.12 In the case of malice and in the case of the assumption of a guarantee by H&H, the statutory rights of defects remain unaffected.

7.13 If a third party asserts the infringement of protective rights against the buyer because of the use of the programs, the buyer will inform H&H immediately and will leave the defense against these claims to H&H (as far as possible). The buyer will provide every reasonable support for H&H. In particular, the buyer shall provide H&H with all necessary information on the use and possible processing of the programs, as far as possible, in writing and provide the required documentation.

7.14 Insofar as the rights of third parties are violated, H&H may, at its option, carry out improvements:

A. H&H may obtain a right of use for the benefit of the purchaser, from the person possessing the right of the property, for the purpose of this contract.

B. H&H may modify the software that violates the property right, without affecting its function, or only with effects on its function, that are acceptable for the buyer.

C. H&H can replace the software that violates the intellectual property right without effect or only with the buyer's acceptable effects to a software whose contractual use does not violate any property rights.

D. H&H may supply a new program version, the contractual use of which does not infringe any third party's intellectual property rights. In all other respects the provisions of this clause 8 shall apply mutatis mutandis.

E.

8 Limitation of liability

8.1 All compensation claims against H & H, irrespective of the legal basis, shall be limited to the net order value, unless otherwise agreed in these terms and conditions.

8.2 Any damages shall be limited to direct personal injury or property damage. The use of defect consequences is excluded.

8.3 The above mentioned limitations on liability do not apply to damages caused by intent or gross negligence. H&H is only liable for the restoration of data if the customer has ensured that the data can be reconstructed with reasonable effort.

8.4 Contractual damages claims of the buyer become statute barred one year from the creation of the claim, as long as there are no shorter statutory prescriptions, which are legal.

8.5 The liability under the product liability law remains unaffected.

8.6 If damage is due both to a fault of H & H as well as the fault of the buyer, the buyer shall accept his contributory negligence.

8.7 The buyer is responsible for a regular backup of his data. In the case of a loss of data caused by H & H, H & H is therefore exclusively liable for the costs of duplicating the data, the safety data to be generated and the costs of restoring the data, which would have been lost even if the data had been backed up properly.

9 Software Maintenance

9.1 H & H will provide the following services for the software (except third party software) listed in the offer and the remuneration stated in the offer under the terms of this contract:

A. Delivery of new further developed versions within the scope of the contract.

B. Standard hotline, that means, help in the operation of the program within the defined program functions by telephone or e-mail. Consulting services that go beyond the operation of the program (for example installation support etc.) will be billed at the expense according to the current hourly rates. The standard hotline is open from Monday to Thursday from 8:00 to 17:00 and Friday from 08:00 to 12:00. Except public holidays. Inquiries will be processed at short notice depending on the extent.

9.2 The care contract begins with delivery of the programs. The contract is concluded indefinitely. It may be terminated by any Contracting Party with a notice period of three months at the end of a calendar year. The minimum term of the care contract is valid until 31.12. of the following year in which the delivery of the program took place. The notice of termination shall be in writing. If the maintenance contract is not terminated, it is automatically extended by another year.

9.3 The general maintenance remuneration is based on the offer. The remuneration for additional services is based on the current additional fee list. All prices and packages are plus the statutory sales tax. The lump sum is payable on the first working day of the calculation period. Caregiving contracts concluded during the current year will be invoiced pro rata after months until the end of the year. For the current calendar year, it remains due on the first working day of the calculation period. H&H shall notify the Purchaser of a change in the remuneration in writing at least two months in advance. In the case of an increase in the maintenance compensation by more than 10%, the buyer is entitled to terminate the maintenance contract at the end of the current calculation period within one month after receipt of the increase requirement.

10 Other

10.1 This contract is governed by Austrian law. The UN purchase right is excluded.

10.2 Place of performance and payment is the place of business of H&H.

10.3 Exclusive court of jurisdiction for contracts with merchants, legal persons of public law or public special fund is the court competent for our place of business.

10.4 All that matters for the legal relationship between H&H and the buyer is the written contract, including these General Terms and Conditions. The latter completely reflects all agreements between the parties to the contract. Verbal commitments by H&H prior to the conclusion of this agreement are legally non-binding and oral discussions of the contractual parties are replaced by a written contract, unless expressly stated by them that they are binding. Additions and modifications to agreements made, including these terms and conditions shall only be valid in writing. The amendment of this clause also requires the written form.



- 10.5 With the exception of managing directors and authorized signatories, H&H employees are not entitled to make any verbal agreements to the contrary.
- 10.6 Should individual provisions of this contract be or become invalid or not be legally or wholly or partly, the validity of the remaining provisions of this contract shall not be affected thereby. The same applies in the event that the contract contains a regulatory gap.