

**General Sales Conditions
of
OMICRON electronics GmbH
6833 Klaus, Austria
(hereinafter referred to as “OMICRON”)**

1. General Provisions

The following General Sales Conditions shall be applicable to all agreements, offers and deliveries entered into or made by OMICRON. In order to become effective, any deviating terms of the customer (business partner) must be explicitly approved by OMICRON. Should the customer be provided with any further services within the scope of its business relationship with OMICRON, in addition to the General Sales Conditions the respective Special Terms for Commissioning, Testing, Calibration and Consulting Services and/or Special Terms for Training Courses, Webinars, and Conferences (both available at <https://www.omicronenergy.com/legal/>) shall be applicable.

2. Offers

Any offer made by OMICRON shall be non-binding. All prices shall be net prices ex works or ex OMICRON's warehouse in Klaus (Incoterms 2020), as the case may be, and shall be exclusive of any other costs. Should any charges, taxes or other levies be incurred in connection with the delivery, these shall be borne by the customer.

3. Delivery

OMICRON shall use its best efforts to comply with but does not warrant any delivery dates. Delivery shall be made at the expense and risk of the customer.

4. Reservation of Title

The customer shall not acquire ownership of any product from OMICRON until the invoice amount has been fully paid.

5. Warranty / Guarantee / Damages

- 5.1 The warranty and guarantee period shall be 24 months starting with the handover of the product to the customer, if not explicitly agreed otherwise in writing. For repairs and hardware modules the period is limited to 6 months.
- 5.2 OMICRON shall in the event of warranty/guarantee, at its own discretion, effect a reparation or replacement of the product, a price reduction or dissolve the contract. Warranty and guarantee shall not include any parts subject to wear or expendable items.
- 5.3 Any claims for warranty or guarantee shall be excluded if the customer itself or a third party modified, repaired or maintained the products delivered or modified the technical specifications thereof or otherwise intervened. The same shall apply to improper handling or if unsuitable data media is being used or if notice of the defect is not given immediately.
- 5.4 Upon fulfillment of the statutory requirements, OMICRON shall be liable for any direct personal injuries or damage to property up to an amount of Euro 3 million per claim unless the applicable compulsory law provides for a higher amount. OMICRON shall not be liable for any kind of indirect damage or consequential damage. In no event shall OMICRON be liable for any damage caused by slight negligence.

6. Copyrights

The intellectual property rights in all products, devices, programs and services, and in all related copyrights, patent rights, trademark rights or proprietary rights shall be due to OMICRON and shall remain in its exclusive ownership.

7. Software Licenses

- 7.1 OMICRON shall grant to the customer a non-exclusive and non-transferable right to use any software product for which the customer acquires a license from OMICRON. If the customer leaves a device to a third party, use of the corresponding software is allowed.

- 7.2 The customer shall not assign, transfer, pledge or lease any licensing right granted to the customer by OMICRON or otherwise pass it on, leave it to a third party or share it with them.
- 7.3 With the exception of a backup copy, any duplication of the software product, the documentation or any part thereof shall require the prior written consent of OMICRON.
- 7.4 The customer may not modify, transmit (neither electronically nor by any other means), translate, disassemble, decompile or otherwise modify the software product by reverse engineering unless OMICRON has given its prior written consent.

8. Repair

If a device is being sent to OMICRON for repair, all work must be performed in the plants or certified repair centers of OMICRON. The customer shall be obliged to duly dispatch the device at his own expense together with a repair order. Upon completion of the service, OMICRON shall send back the device CIP (Incoterms 2020). OMICRON shall take over transportation costs, but shall not assume any liability for any loss of or damage to goods in transit.

9. Payment Terms and Delay in Payment

- 9.1 The customer shall transfer the entire invoice amount to a bank account determined by OMICRON within 30 days following the date of issuance of the invoice.
- 9.2 Should the customer be in default with payment, it shall compensate OMICRON for all expenses incurred.

10. Export Control Compliance

- 10.1 The customer must comply with all export control regulations applicable to the customer and OMICRON.
- 10.2 The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied by OMICRON or its authorized Sales Partners that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. The customer shall undertake its best efforts to ensure compliance with this Section 10 by any third parties further down the commercial chain, including by possible resellers, and undertake adequate monitoring activities.
- 10.3 Any violation of this Section 10 shall constitute a material breach of the agreement between customer and OMICRON, and OMICRON shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) compensation of any damages incurred at OMICRON as a result of non-compliance with this Section 10.
- 10.4 The customer shall immediately inform OMICRON about any problems related to compliance with this Section 10. The customer shall make available to OMICRON information concerning compliance with the obligations under paragraph 10.1 and 10.2 within two weeks of the simple request of such information.

11. Confidentiality

The customer and OMICRON shall treat all information received from the respective other party in connection with their business relationship and its transaction confidential and shall not disclose such information to any third party without prior written approval of the disclosing party.

12. Final Provisions

- 12.1 No supplementary agreements have been made.
- 12.2 In order to avoid misunderstandings, any changes of and amendments to these Conditions must be made in writing in order to be effective. This shall also apply to any agreed waiver of the written form requirement.
- 12.3 Should one or several provisions of these General Sales Conditions or the agreements amended with the help thereof be invalid in whole or in part, this shall not affect the validity of the remaining provisions. OMICRON and the customer shall replace the provision that is invalid or needs to be amended or interpreted by a new provision that comes as close as possible to the intended economic purpose of the original provision.
- 12.4 All relationships between OMICRON and the customer shall be exclusively governed by Austrian law. The United Nations Convention on Contracts for the International Sale of Goods and the conflict of law provisions shall not be applicable.
- 12.5 Both, OMICRON and the customer shall take all efforts to settle all disputes arising from the agreements, offers and deliveries or referring to the breach, annulment or invalidity thereof out of court, e.g. by mediation. Should the parties fail to reach an agreement within a period of four weeks, any such dispute shall, at OMICRON's option, be finally settled by the competent court in 6800 Feldkirch or by an arbitral tribunal pursuant to the arbitration and conciliation rules of the international arbitral tribunal of the Austrian Chamber of Commerce in Vienna (Vienna Rules) by one or several arbitrators appointed in accordance with such rules. The place of arbitration shall be Vienna. The language of the arbitration proceedings shall be English. The arbitral tribunal shall

- apply the law as specified in section 12.4. The four-weeks period shall commence upon receipt of a contracting party's written request to settle a dispute.
- 12.6 OMICRON is allowed to assign orders, in whole or in part, to any of its Affiliates. The customer will be informed hereof together with the order confirmation and has the possibility to oppose in case of good cause.
- 12.7 Any data related to this Agreement shall be stored on an Electronic Data Processing device by OMICRON and shall be transmitted to other companies or business units of the OMICRON group so far as this is required in order to duly provide the contractual services, to handle the customer's affairs or for any business activities performed by OMICRON. The customer declares his consent to the above.
- 12.8 Insofar as one contractual party is unable to fulfill or is experiencing a delay in fulfilling a contractual obligation, this party shall immediately inform the other party of the event, the contractual obligation that is impaired, and the likely duration of the event. Insofar as force majeure prevents or delays fulfillment of a contractual obligation for more than 90 days, each party is entitled to terminate this Agreement by providing reasonable notice.
- 12.9 In case of contradictions between the English and the German version of the General Sales Conditions or any other document of legal relevance, the German version shall prevail.