

## General Terms and Conditions of BARCOTEC GmbH.

### Area of validity

These GTC are valid for BARCOTEC GmbH. at the locations:  
- Julius-Welser-Straße 15, A - 5020 Salzburg (Head Office)  
- Märzstraße 1, A - 1150 Vienna (Vienna branch)  
hereinafter referred to as "BARCOTEC" for short.

These General Terms and Conditions of BARCOTEC are posted for general inspection at its locations and on its website <https://www.barcotec.at/agb>. They shall become effective immediately upon publication and shall remain in force until revoked.

### 1. preamble

- a. The general terms and conditions of BARCOTEC (contractor) apply to the sale or rental and delivery, as well as repair and service of hardware and software to the clients (buyers) of BARCOTEC.
- b. BARCOTEC accepts orders, sells and delivers exclusively on the basis of these General Terms and Conditions. The customer's general terms and conditions are hereby expressly rejected and are ineffective.
- c. Changes or additions to these general contractual provisions shall only be effective if the change or addition is offered by the customer in writing and agreed to by BARCOTEC in writing.
- d. All orders and agreements shall only be legally binding if they are signed by BARCOTEC in writing and in accordance with the company's specifications and shall only be binding to the extent stated in the order confirmation.
- e. Offers are always subject to change. In the event of changes in prices and conditions, the buyer has the right to withdraw from the contract in writing immediately after receipt of a notification to this effect.

### 2. subject matter of the contract

- a. Hardware within the meaning of these Terms and Conditions are handheld terminals (mobile data capture devices, stationary capture terminals, including their accessories), barcode peripheral devices (printers, docking and charging stations, other accessories), radio data transmission components (access points, antennas, client adapters), barcode scanners (in built-in or handheld versions) and their terms of use.
- b. Software within the meaning of these terms and conditions shall be computer programs distributed as standard or developed or adapted individually for the Client within the meaning of Section 40 a of the German Copyright Act for use on, for the operation or for the control of electrotechnical and/or electronic equipment and systems, including documents provided for this purpose.

### 3. use of works

- a. The client receives the non-transferable and non-exclusive right to use the sold software in compliance with the contractual specification at the agreed installation site. In the case of hardware supplied, this right is limited exclusively to use together with this hardware, in the case of independent software, exclusively on the hardware defined in the contract according to type, number and installation site. All other rights to the software are reserved to the Licensor. Without the written consent of the Licensor, the Client shall not be entitled to reproduce, modify or make the software available to third parties or to use it on hardware other than the hardware covered by the contract. If the intended use is to include simultaneous use on more than one workstation, this shall require express agreement. The use of software on hardware that is not the subject matter of the contract may only take place on the basis of a separate, written and paid agreement.

### 4. warranty and Warranty

- a. Unless otherwise stated in the offer, BARCOTEC warrants hardware and software products for a period of 12 months. Defects must be reported in writing within 8 days of delivery, with a detailed description of the defect and a copy of the proof of delivery. The client must carry out programme and data security work (backup and restore) at his own expense. Unless otherwise agreed in writing, BARCOTEC does not warrant that the service is economically or technically usable for the purposes of the customer. Excluded from the warranty are defects caused by improper installation, use or modifications by the customer or third parties, repair attempts not approved in writing by BARCOTEC, inadmissible operating conditions, atmospheric or static discharge or natural wear and tear. Furthermore, accessories such as cables, power supply units, radio cards, antennas, bags/holsters or similar products that are subject to constant wear and tear by the customer are not covered by the warranty.
- b. If a notice of defects is not raised or not raised in time, the goods shall be deemed to have been approved. The assertion of warranty claims or claims for damages as well as the right to claim for errors due to defects are excluded in these cases.
- c. Furthermore, BARCOTEC does not assume any warranty for errors, malfunctions or damage resulting from improper operation, modified operating system components, interfaces and parameters, use of unsuitable organisational means and data carriers, insofar as such are prescribed, abnormal operating conditions (in particular deviations from the installation and storage conditions, inadequate maintenance, disregard of the operating instructions, use of unsuitable operating means as well as chemical and electronic influences) and transport damage.
- d. BARCOTEC shall not provide any warranty for programs that are subsequently modified by the customer's own programmers or by third parties.
- e. BARCOTEC guarantees that the hardware products are free of design, manufacturing or material defects at the time of delivery. The defect shall be remedied as quickly as possible on weekdays (Mon. to Fri.) at the respective nearest BARCOTEC service point. BARCOTEC is entitled, at its own discretion, to provide a replacement device or spare parts or to repair the device (or parts thereof). An extension of the warranty period is not given by a replacement or repair. BARCOTEC may also have a defect repaired by a third party. The customer shall return to BARCOTEC any parts replaced by him properly packaged at his risk and expense. If this is not done within 10 working days, the replacement part will be invoiced at BARCOTEC's valid list price.
- f. The principal (shipper) has the responsibility to correctly mark and pack packages with certain dangerous goods under application of special regulations, according to the current ADR 1.3 or IATA-DGR 1.6 guidelines.
- g. For the software purchased by BARCOTEC, the warranty obligation is therefore limited to the assignment of the claims to which BARCOTEC is entitled against the supplier. BARCOTEC only warrants the error-free function of delivered software in certain combinations and applications if this has been expressly promised in writing. BARCOTEC warrants that the data carriers are free of design, manufacturing or material defects at the time of delivery. In this case, the defect shall be remedied exclusively by replacing the data carrier. During the warranty period, the customer shall receive supplementary versions (error corrections from the software manufacturer) of the software, including the associated

documentation, free of charge upon request. This does not include newer versions of the software that contain functional improvements to the licensed software. The installation of supplementary versions is carried out by the client and is not covered by the warranty. On-site software support is not covered by the warranty.

- h. The warranty period for services is 6 months after their completion or confirmation of performance by the buyer.
- i. Hardware and software deliveries that are carried out in the course of a service are subject to the present warranty conditions. In the event that BARCOTEC's services are not performed free of defects, the customer shall not be entitled to withhold payment for the services until such time as the service has been performed free of defects in the sense of the customer. In no case shall a warranty claim be derived from the duration of a service.

## 5. prices and Fees

- a. The prices quoted in the written offer or in the online order form apply in euros. These prices do not include the statutory value added tax. They apply only to the present order.
- b. Significant changes in circumstances, in particular wages, freight, insurance costs, customs duties, exchange rates and other levies, shall entitle BARCOTEC to charge the prices valid on the day of delivery and to inform the buyer in writing of the change.
- c. The costs for travel expenses and km allowances, per diems and overnight allowances shall be invoiced separately to the client according to the respective valid rates. Travel times shall be deemed to be half working hours.
- d. Cancellations by the client are only possible with the written consent of BARCOTEC. BARCOTEC has the right to charge a cancellation fee of up to 30 % of the unbilled order value in addition to the services rendered and costs incurred to date.

## 6. delivery

- a. A shipment of hardware, programme carriers, documentation and service descriptions shall in principle take place under the conditions (Incoterms 2020) of the offer, the order confirmation and the invoice in this chronological order. Any additional training, installations and explanations requested by the Client shall be invoiced separately. Insurances shall be effected taking into account the agreed Incoterm clause. Complaints regarding transport damage must be made by the customer to the transport company and BARCOTEC in writing without delay, at the latest within 5 working days, otherwise forfeited, after delivery of the goods to the customer. BARCOTEC shall not be responsible for any storage measures and storage costs that become necessary for reasons that lie within the sphere of the customer, such as delays in delivery due to incorrect, incomplete or subsequently changed details and information, and these cannot lead to BARCOTEC being in default. The resulting additional costs shall be borne by and at the expense of the customer and shall be considered as delivery. In the absence of a clear agreement between the customer and BARCOTEC, BARCOTEC shall be free to choose the method of shipment of the goods and the means of transport, also at the expense of the customer.
- b. BARCOTEC shall endeavour to comply as closely as possible with the agreed delivery dates. The delivery period shall commence on the latest of the following dates:
  - a) Date of order confirmation
  - b) Date of fulfilment of all technical, commercial or other requirements incumbent on the contracting authority.
  - c) Date on which BARCOTEC receives a deposit or security to be paid before delivery of the goods.
- c. Objectively justified and reasonable changes to BARCOTEC's performance and delivery obligations, in particular any necessary adjustment to a reasonable delivery deadline, shall be deemed to have been approved in advance by the customer. BARCOTEC shall be entitled to make and charge partial or advance deliveries. If delivery on call has been agreed, the goods shall be deemed to have been called at the latest 1 year after the order.
- d. Instead of the buyer's claim for cancellation of the contract or price reduction, the seller may make a replacement delivery. In the case of goods sold under manufacturer's warranty, liability shall only be assumed to the extent that replacement is also provided by the manufacturer concerned.
- e. If unforeseeable circumstances or circumstances independent of the will of the parties occur, such as all cases of force majeure, which impede compliance with the agreed delivery period, the latter shall in any case be extended by the duration of these circumstances or grant BARCOTEC the right to refrain from its delivery obligation. These circumstances shall also entitle BARCOTEC to extend the delivery period if they occur with subcontractors.
- f. References to information and illustrations in brochures and price lists in written form or on the Internet are for illustrative purposes only and do not constitute any obligation on the part of BARCOTEC to deliver true-to-size or true-to-picture.

## 7. payment and Ownership proviso

- a. The payment term is generally set at 14 days net, from the invoice date.
- b. Agreements deviating from this payment term require BARCOTEC's consent.
- c. Under no circumstances shall the customer be entitled to reduce the purchase price or extend payment terms without the express consent of BARCOTEC.
- d. In the event of a delay in payment of more than 14 days or the occurrence of insolvency on the part of the purchaser, the special discounts, rebates and benefits granted shall lapse and be charged back.
- e. The special discounts and benefits are deductible when all invoices relating to the relevant settlement period have been paid.
- f. In the case of orders that comprise several units (e.g. programs, computer systems), BARCOTEC shall be entitled to invoice after delivery of each individual unit or service.
- g. In the event of late payment, BARCOTEC is entitled to charge interest on arrears in the amount of 5% above the respective bank rate per annum. In the event of non-compliance with two instalments in the case of partial payments, BARCOTEC shall be entitled to claim a loss of payment date and to call in any acceptances handed over.
- h. The offsetting against outstanding claims against BARCOTEC and the withholding of payments due to alleged claims of the customer that are not recognised by BARCOTEC are excluded.
- i. The delivered goods remain the unrestricted property of BARCOTEC until full payment (including interest and any legal costs) has been made. The customer shall ensure proper maintenance (servicing and repair) at his own expense for this period. Pledging or transfer of ownership by way of security prior to full payment shall be invalid.
- j. If the customer fails to properly fulfil its obligations under the contract, BARCOTEC shall be entitled at any time to reclaim its property at the customer's expense and the customer shall be obliged to surrender it.
- k. Should the goods be resold by the customer to a third party prior to payment of the full purchase price, the purchase price to be paid by the customer shall be deemed to have been assigned to BARCOTEC at the time of the sale. The customer is obligated to keep the proceeds obtained in this manner separately and to transfer them to BARCOTEC without delay.

- l. Should the goods be seized or confiscated, the customer undertakes to notify BARCOTEC within three days and to provide BARCOTEC with all information necessary to enforce the right of ownership.
- m. In the event that third parties access the goods that are still subject to BARCOTEC's retention of title or assert claims, the customer is obliged to point out that these goods are the property of BARCOTEC.
- n. The assertion of the retention of title by BARCOTEC does not constitute a withdrawal from the contract by the contractor.

## 8. liability

- a. Liability for claims beyond the warranty (consequential harm caused by a defect), as well as compensation for damages, regardless of the title, shall only occur in the event of gross negligence or intent; the existence of which must be proven by the client. BARCOTEC shall not be liable for any loss of profit. BARCOTEC shall in no case be liable for damages, the occurrence of which could have been prevented by the customer through reasonable measures - in particular through program or data backup and sufficient product training or system support. The Product Liability Act (PHG) shall apply with the restriction that BARCOTEC shall not be liable for compensation under the PHG in its relationship with the customer. The client is obliged to transfer this exclusion to his customers in case of any other recourse obligation. Liability for slight negligence is excluded.
- b. It is expressly agreed that the Buyer shall have no claim against the Seller for damages of any kind whatsoever, such as personal injury, consequential damage to goods which are not the subject matter of the contract, and no claim for loss of profit, except where the Seller is responsible for gross negligence or where there is no claim under the Product Liability Act.

## 9. services, repairs, installations

- a. In the context of software deliveries that are individually created or adapted for the buyer, a specification created by BARCOTEC and accepted by the buyer shall form the basis of the delivery. Should the buyer consider the delivered software to be defective due to a lack of system knowledge, due to the disclosure of incomplete system information or due to incorrect or incomplete formulation of the system requirements, this shall not constitute a warranty case. Only the comparison of the services described in the accepted specifications with the systems delivered by BARCOTEC shall be decisive in determining the performance of the service. Any modifications and/or adaptations shall be offered to the buyer separately and ordered by the buyer.
- b. If the buyer has ordered the installation and/or commissioning of hardware or software, the buyer shall ensure that all necessary preparations are made so that BARCOTEC can carry out this work without delay. This applies in particular to the preparation of superordinate computer systems, interfaces of hardware and software, the provision of qualified personnel on the part of the buyer for support, the making accessible of assembly or commissioning locations and the provision of technical aids that are useful, appropriate and agreed upon for the performance of the work. Likewise, the buyer undertakes to provide test data and to cooperate in the sense of system tests of the delivered system consisting of hardware and/or software. Delay and waiting times resulting from the non-fulfilment of this point shall be recorded by the executing employees or agents of BARCOTEC and invoiced separately to the buyer at the applicable hourly rates.
- c. In the case of installations of radio data transmission systems by BARCOTEC, the commissioning is completed with the acceptance of the radio data transmission system. The acceptance of the radio data transmission system takes place through proof of the guaranteed radio coverage and the successful connection of the radio data transmission system to the superordinate computer system or computer network. If the connection to this computer system cannot be realised for reasons for which BARCOTEC is not responsible, the functionality can be proven with a suitable service program. The acceptance of the radio data transmission system shall then be deemed to have taken place. If no commissioning is carried out by BARCOTEC and therefore no separate acceptance is carried out, the system shall be deemed to have been put into operation unless a written notification of defects is received within 10 working days after delivery. BARCOTEC shall not be liable for any consequential damages resulting from the operation of the radio data transmission system.
- d. For repairs carried out in the course of commercial activities on hardware supplied by BARCOTEC to the buyer, a cost estimate can be prepared in advance at the request of the buyer. The cost estimate shall be drawn up to the best of BARCOTEC's knowledge, but no guarantee can be given for its accuracy. Should costs increase by more than 20% after the order has been placed, the contractor shall inform the buyer thereof without delay. In the case of unavoidable cost overruns of up to 20%, a separate notification is not necessary and these costs can be invoiced without further ado. The separately published "Repair and Service Conditions of BARCOTEC Vertriebsges.m.b.H." shall apply to the provisions for the performance of repairs.
- e. For services, the explicit request of the buyer is necessary in any case. Proof of performance by BARCOTEC shall be provided by recording the work in the "work and material confirmation" and the signature by the buyer. This shall also apply to repair or malfunction work carried out by BARCOTEC employees or agents at the buyer's place of business.

## 10. data protection

- a. The client agrees to the storage of personal and/or company-related data on equipment and for the sole use of BARCOTEC. In all other respects, the provisions of Austrian data protection law shall apply.

## 11. collateral agreements and partial invalidity

- a. Should individual provisions of this contract be or become void, voidable or otherwise ineffective, this shall not affect the validity of the remaining provisions of the contract. The invalid provision shall be replaced by a provision which comes closest to it in terms of its economic content and the purpose of the contract. This shall also apply to the filling of contractual gaps by means of a supplementary interpretation of the contract in the aforementioned manner. The contracting parties mutually undertake to perform in good faith.

## 12 Jurisdiction and place of performance

- a. The place of jurisdiction for all legal disputes arising from the business relationship, concerning the origin, execution or validity of the contract and the place of performance for services rendered to BARCOTEC is Salzburg (city). Austrian law shall apply to all disputes.