

General Terms and Conditions of BARCOTEC GmbH.

Scope of application

These General Terms and Conditions apply to BARCOTEC GmbH at the following locations:

- Julius-Welser-Straße 15, A – 5020 Salzburg (Head Office)
- Märzstraße 1, A – 1150 Vienna (Vienna branch)

hereinafter referred to as "BARCOTEC".

These General Terms and Conditions of BARCOTEC are available for general inspection at its locations and on its website <https://www.barcotec.at/agb>. They take effect immediately upon publication and remain valid 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 (purchasers) of BARCOTEC.
- b. BARCOTEC accepts orders, sells and delivers exclusively on the basis of these General Terms and Conditions. The client's general terms and conditions are hereby expressly rejected and are invalid.
- c. Amendments or additions to these general contractual provisions are only effective if the amendment or addition is offered by the client in writing and agreed to in writing by BARCOTEC.
- d. All orders and agreements are only legally binding if they are signed by BARCOTEC in writing and in accordance with company policy and are only binding to the extent specified in the order confirmation.
- e. Offers are always subject to change. In the event of changes to prices and conditions, the buyer has the right to withdraw from the contract in writing immediately upon receipt of a notification to this effect.

2. Subject matter of the contract

- a. Hardware within the meaning of these terms and conditions includes handheld terminals (mobile data collection devices, stationary collection terminals, including their accessories), barcode peripherals (printers, docking and charging stations, other accessories), radio data transmission components (access points, antennas, client adapters), barcode scanners (built-in or handheld versions) and their terms of use.
- b. Software within the meaning of these terms and conditions refers to computer programmes sold as standard or developed or adapted individually for the client within the meaning of Section 40a of the Copyright Act for use on, operation of or control of electrotechnical and/or electronic devices and systems, including any documentation provided for this purpose.

3. Use of the work

- a. The client receives the non-transferable and non-exclusive right to use the software sold in compliance with the contractual specifications at the agreed installation site. In the case of supplied hardware, this right is limited exclusively to use in conjunction with this hardware; in the case of standalone software, it is limited exclusively to the hardware defined in the contract in terms of type, number and installation site. All other rights to the software are reserved by the licensor. Without the licensor's written consent, the client is not entitled to reproduce, modify or make the software available to third parties or to use it on hardware other than that specified in the contract. If the intended use is to include simultaneous use on more than one workstation, this requires the express agreement of the licensor. The use of software on hardware not covered by the contract may only take place on the basis of a separate, written and paid agreement.

4. Warranty and guarantee

- a. Unless otherwise stated in the offer, BARCOTEC provides a 12-month warranty for hardware and software products. Defects must be reported in writing within 8 days of delivery, otherwise liability is excluded, with a detailed description of the defect and proof of delivery. The client shall carry out programme and data backup and restore work at its own expense. Unless otherwise agreed in writing, BARCOTEC does not guarantee that the service is economically or technically suitable for the client's purposes. The warranty does not cover defects caused by improper installation, use or modifications by the client or third parties, repair attempts not approved in writing by BARCOTEC, improper operating conditions, atmospheric or static discharge, or natural wear and tear. Furthermore, accessories such as cables, power supplies, radio cards, antennas, bags/holsters or similar products that are subject to continuous wear and tear at the customer's premises are not covered by the warranty.
- b. If a complaint is not made or is not made in good time, the goods shall be deemed to have been approved. In such cases, the assertion of warranty or damage claims and the right to claim for errors due to defects are excluded.
- c. Furthermore, BARCOTEC does not accept any liability for errors, malfunctions or damage resulting from improper operation, modified operating system components, interfaces and parameters, the use of unsuitable organisational resources and data carriers, insofar as these 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 resources and chemical and electronic influences) and transport damage.
- d. BARCOTEC does not provide any warranty for programmes that are subsequently modified by the customer's own programmers or third parties.
- e. BARCOTEC warrants that the hardware products are free from design, manufacturing or material defects at the time of delivery. Defects shall be remedied as quickly as possible on working days (Monday to Friday) at the nearest BARCOTEC service centre. BARCOTEC is entitled, at its own discretion, to provide a replacement device or spare parts or to repair the device (or parts thereof). The warranty period shall not be extended by replacement or repair. BARCOTEC may also have defects remedied by third parties. The client shall return any parts replaced by them to BARCOTEC, properly packaged, at their own risk and expense. If this is not done within 10 working days, the replacement part will be invoiced at BARCOTEC's valid list price.

5. Prices and fees

- f. The client (shipper) is responsible for correctly labelling and packaging shipments containing certain dangerous goods in accordance with special regulations, in accordance with the current ADR 1.3 or IATA-DGR 1.6 guidelines.
 - g. For software purchased from BARCOTEC, the warranty obligation is therefore limited to the assignment of BARCOTEC's claims against the supplier. BARCOTEC only guarantees the error-free functioning of delivered software in certain combinations and applications if this has been expressly agreed in writing. BARCOTEC warrants that the data carriers are free of design, manufacturing or material defects at the time of delivery. Defects shall be remedied exclusively by replacing the data carrier. During the warranty period, the client shall receive free supplementary versions (error corrections by the software manufacturer) of the software, including the associated documentation, 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 customer 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 purchaser.
 - i. Hardware and software deliveries made in the course of a service are subject to these warranty conditions. If services provided by BARCOTEC are not free of defects, the client is not entitled to withhold payment for the services until such time as the service has been provided free of defects in accordance with the client's requirements. Under no circumstances can a warranty claim be derived from the duration of a service.
- a. The prices stated in the written offer or in the online order form in euros apply. These prices do not include 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 charges, entitle BARCOTEC to charge the prices valid on the day of delivery and to inform the buyer of the change in writing.
 - c. The costs for travel expenses and mileage allowances, daily and overnight allowances will be invoiced to the client separately at the applicable rates. Travel time is considered half working time.
 - 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 order value not yet invoiced in addition to the services rendered and costs incurred to date.

6. Delivery

- a. Hardware, program carriers, documentation and service descriptions are always shipped in accordance with the terms and conditions (Incoterms 2020) of the offer, the order confirmation and the invoice in this order. Any training, installations and explanations requested by the client in addition to this will be invoiced separately. Insurance shall be taken out in accordance with the agreed Incoterm clause. Complaints regarding transport damage must be reported in writing by the client to the transport company and BARCOTEC immediately, at the latest within 5 working days, after delivery of the goods to the client, otherwise they shall lapse. Storage measures and storage costs that become necessary for reasons within the sphere of responsibility of the client, such as delivery delays due to incorrect, incomplete or subsequently changed data and information, are not the responsibility of BARCOTEC and 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 deemed to constitute delivery. In the absence of a clear agreement between the customer and BARCOTEC, BARCOTEC shall be free to choose the type of shipment of the goods and the means of transport, also at the expense of the customer.
- b. BARCOTEC endeavours to adhere to the agreed delivery dates as closely as possible. The delivery period begins with 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 customer
 - c) Date on which BARCOTEC receives a down payment or security deposit to be made prior to delivery of the goods.
- c. Objectively justified and reasonable changes to BARCOTEC's performance and delivery obligations, in particular necessary adjustments to a reasonable delivery period, shall be deemed to have been approved in advance by the customer. BARCOTEC is entitled to make and invoice partial or advance deliveries. If delivery on call has been agreed, the goods shall be deemed to have been called up no later than 1 year after the order was placed.
- 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 the manufacturer concerned also provides a replacement.
- e. If unforeseeable circumstances beyond the control of the parties, such as all cases of force majeure, occur which prevent compliance with the agreed delivery period, this shall be extended by the duration of these circumstances or shall grant BARCOTEC the right to withdraw from its delivery obligation. These circumstances also entitle BARCOTEC to extend the delivery period if they occur at suppliers.
- 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 an obligation on the part of BARCOTEC to deliver goods that are true to the illustrations or dimensions.

7. Payment and retention of title

- a. The payment term is generally set at 14 days net from the invoice date.
- b. Any agreements deviating from this payment term require the consent of BARCOTEC.
- c. Under no circumstances is the customer entitled to reduce the purchase price or extend payment terms without the express consent of BARCOTEC.
- d. In the event of a payment delay of more than 14 days or if the buyer becomes insolvent, any special discounts, rebates and concessions granted shall become void and shall be charged back.
- e. Special discounts and benefits are deductible if all invoices relating to the relevant billing period have been paid.

8. Liability

- f. For orders comprising several units (e.g. programmes, computer systems), BARCOTEC is entitled to issue an invoice after delivery of each individual unit or service.
- g. In the event of late payment, BARCOTEC is entitled to charge default interest at a rate of 5% above the respective bank rate p.a. If two instalments of partial payments are not met, BARCOTEC is entitled to claim default and to deliver accepted bills of exchange.
- h. Offsetting against outstanding claims against BARCOTEC and withholding payments on the basis of claims asserted by the client but 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. During this period, the client is responsible for proper maintenance (servicing and repairs) at its own expense. Pledges or transfers of ownership by way of security before full payment have been made are invalid.
- j. If the client fails to properly fulfil its obligations under the contract, BARCOTEC shall be entitled at any time to recover its property at the client's expense, and the client shall be obliged to surrender it.
- k. If the goods are resold by the client to third parties before payment of the full purchase price, the purchase price to be paid by the client shall be deemed to have been assigned to BARCOTEC at the time of sale. The client is obliged to keep the proceeds obtained in this way separately and to transfer them to BARCOTEC without delay.
- l. If the goods are seized or confiscated, the customer undertakes to notify BARCOTEC within three days and to provide BARCOTEC with all information necessary to enforce its ownership rights.
- m. In the event that third parties access the goods still subject to BARCOTEC's retention of title or assert claims, the client is obliged to point out that these goods are the property of BARCOTEC.
- n. The assertion of retention of title by BARCOTEC does not constitute a withdrawal from the contract by the contractor.
- a. Liability for claims beyond the warranty (consequential damage) and compensation for damage of any kind shall only arise in cases of gross negligence or intent; the existence of which must be proven by the client. BARCOTEC's liability for any loss of profit is excluded. BARCOTEC shall in no event be liable for damages which the client could have prevented by taking reasonable measures, in particular by backing up programmes or data and providing adequate product training or system support. The Product Liability Act (PHG) applies with the restriction that BARCOTEC has no obligation to pay compensation to the client under the PHG. The client is obliged to pass on this exclusion to its customers, otherwise it will be liable for recourse. Liability for slight negligence is excluded.
- b. It is expressly agreed that the buyer has no claim against the seller for any kind of damages, such as personal injury, consequential damage to goods that are not the subject of the contract, or loss of profit, unless the seller is responsible for gross negligence or unless a claim exists 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 sheet created by BARCOTEC and approved by the buyer forms the basis of the delivery. If the buyer considers the delivered software to be defective due to a lack of system knowledge, the disclosure of incomplete system information or incorrect or incomplete formulation of the system requirements, this shall not constitute a warranty claim. Only a comparison of the services described in the approved specifications with the systems delivered by BARCOTEC is decisive for determining the performance of the service. Any modifications and/or adaptations shall be offered separately to the buyer and ordered by the buyer.
- b. If the buyer has ordered the installation and/or commissioning of hardware or software, they must ensure that all necessary preparations are made so that BARCOTEC can carry out this work without delay. This applies in particular to preparations for higher-level computer systems, hardware and software interfaces, the provision of qualified personnel by the buyer for support, the provision of access to installation or commissioning locations, and the provision of technical aids that are useful, appropriate and agreed upon for the performance of the work. The buyer also undertakes to provide test data and to cooperate in system tests of the delivered hardware and/or software system. Delays and waiting times resulting from non-compliance with this point will be recorded by the BARCOTEC employees or agents carrying out the work and invoiced to the buyer separately at the applicable hourly rates.
- c. In the case of installations of radio data transmission systems by BARCOTEC, commissioning is completed upon acceptance of the radio data transmission system. Acceptance of the radio data transmission system takes place upon verification of the guaranteed radio coverage and the successful connection of the radio data transmission system to the higher-level computer system or computer network. If the connection to this computer system cannot be established for reasons for which BARCOTEC is not responsible, the functionality can be verified using a suitable service programme. The acceptance of the radio data system is then deemed to have been completed. If BARCOTEC does not commission the system and therefore no separate acceptance takes place, the system shall be deemed to have been commissioned unless a written notice of defects is received within 10 working days of delivery. BARCOTEC shall in no case be liable for damages resulting from the operation of the radio data transmission system.
- d. At the buyer's request, a cost estimate can be provided in advance for repairs to hardware delivered by BARCOTEC to the buyer that are carried out as part of commercial activities. The cost estimate shall be prepared to the best of our knowledge, but no guarantee can be given for its accuracy. If, after the order has been placed, cost increases of more than 20% occur, the contractor shall notify the client immediately. In the case of unavoidable cost overruns of up to 20%, separate notification is not required and these costs may be invoiced without further ado. The provisions for the performance of repairs are governed by the separately published "Repair and Service Conditions of BARCOTEC Vertriebsges.m.b.H."
- e. In all cases, services must be explicitly requested by the buyer. Proof of performance by BARCOTEC shall be provided by recording the work in the "Work and Material Confirmation" and obtaining the buyer's signature. This also applies to repair or fault-finding work carried out by BARCOTEC employees or agents at the buyer's premises.

10. Loans and cost transfer

- a. If Barcotec provides the customer with hardware, software, accessories, replacement devices or other technical components on loan ("loans") as part of the provision of services, this is always done on a voluntary basis.
- b. Barcotec expressly reserves the right to charge a reasonable contribution towards costs or usage fee for loan items or associated expenses (e.g. transport, installation, configuration or return costs).
- c. Use of the loaned items shall be deemed to constitute acceptance of the corresponding cost regulations.
- d. The customer or prospective customer undertakes to treat the loan items with care and to return them in their original condition. The customer is liable for loss or damage within the scope of the statutory provisions.

11. Data protection

- a. The client agrees to the storage of personal and/or company-related data on systems and for the sole use of BARCOTEC. In all other respects, the provisions of Austrian data protection law apply.
- a. Should individual provisions of this contract be or become void, contestable 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 that comes closest to it in terms of its economic content and the purpose of the contract. This also applies to the filling of contractual gaps by means of a supplementary interpretation of the contract in the manner described above. The contracting parties mutually undertake to perform their services in good faith.

12. Ancillary agreements and partial invalidity

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

13. Place of jurisdiction and place of performance