

General Terms and Conditions



v1.0 April 2024

Section 1 - Scope of Application

- a. By completing an order for any product or service of Versioneer GmbH ("Versioneer") referencing these General Terms and Conditions (the "Terms"), the Customer is accepting and agreeing to be bound by these Terms. If a person is completing a purchase order on behalf of a company or other legal entity, he/she represents to have the authority to bind that entity accordingly.
- b. The contractual relationship between the Customer and Versioneer is established upon the written acceptance of the Customer's purchase order by Versioneer ("Purchase Order Acceptance") and is limited to the scope of the Purchase Order Acceptance. The Purchase Order Acceptance together with these Terms and the separately agreed license terms (the "License") are collectively the Customer's agreement for the license and purchase of Versioneer products (the "Agreement").
- c. Specifications in the Purchase Order Acceptance, the License or other existing written agreements between the Customer and Versioneer shall supersede any contrary provisions in these Terms. Unless explicitly stipulated otherwise the Terms apply to all products of Versioneer.
- d. Any general terms and conditions or other contractual frameworks used or communicated by the Customer, which have not been agreed to by Versioneer in writing, are hereby excluded for the entire contractual relationship between the Customer and Versioneer.

Section 2 - Product Specification and Delivery

- a. Nature and scope of the product are determined by the descriptions contained in the Purchase Order Acceptance. Prior to the Purchase Order Acceptance Versioneer reserves the right to discontinue developing, producing, licensing or distributing any of the products and to modify, replace or add to the products at its discretion at any time.
- b. Our offers are not binding. Details contained in our website, catalogues, brochures and similar material as well as oral statements, including regarding prices and any delivery date and/or suggested end collection date, are only relevant if expressly confirmed in writing by Versioneer in the Purchase Order Acceptance.

Section 3 - Payment and Delivery Terms

- a. The Customer shall pay Versioneer for the products at the fee set forth in the Purchase Order Acceptance. Payment is possible via credit card or invoice. The Customer shall pay the fee in the currency specified by the website's payment functionality. No payment shall be deemed to have been made until Versioneer has received payment in cleared funds.
- b. Versioneer shall deliver the product to the Customer after receiving full payment in cleared funds. Versioneer shall not be obliged to deliver any part or element of the product before receiving such payment. In case it has been expressly agreed with the Customer that Versioneer

shall deliver the product prior to receiving full payment, all rights to the delivered product shall remain exclusively with Versioneer until full payment is received and the Customer is not entitled to utilise the product in any way without the prior written authorization by Versioneer.

c. In the case of payment via invoice, the Customer must make all payments by the date set forth in the invoice but no later than within thirty (30) days following the date of invoice.

d. If the Customer does not make payment on or before the date on which it is due, yearly interest shall be payable on the overdue amount at the rate of 8% above the base rate of the Austrian National Bank, but no less than 12% per year. Interest shall be payable at this rate both before and after any judgement is made against the Customer until the date on which payment in cleared funds is received in full, including all accrued interest. The Customer shall indemnify Versioneer for all costs and expenses reasonably accrued in the collection of the delayed payment.

e. In case of late payment or non-payment, Versioneer reserves the right to (i) suspend current orders until full payment of the invoice, (ii) refuse future orders or (iii) terminate the existing Agreement with the Customer, after granting a reasonable notice period. In addition, Versioneer reserves the right to assert any damages relating to the delay of payment against the Customer and claim all accrued costs, including loss of profits.

f. The Customer waives the right to withhold payment based on any claims of incomplete, deficient or otherwise non-conforming delivery by Versioneer. The Customer shall make all payments due without any deduction by way of set-off, counterclaim, discount or otherwise unless the Customer has a valid confirmatory court order from an Austrian court or Versioneer has accepted such set-off, counterclaim or discount in writing.

Section 4 -Cancellation Terms

a. After a Purchase Order Acceptance the order may only be cancelled by the Customer under the condition of paying a cancellation fee of 100% of the agreed fee. All cancellation fees will be invoiced by Versioneer following cancellation. Customer will pay all cancellation fees as set forth in Article 3 above.

Section 5 - Taxes

a. Unless specified otherwise, indicated fees do not include any taxes, fees, excises or tariffs ("Taxes"). Customer is responsible for, and if applicable will reimburse Versioneer within thirty (30) days of request, all Taxes and any related penalties, except for taxes imposed on Versioneer's net income. If Customer is required to withhold Taxes from payments, the amount due and payable to Versioneer must still equal the fee that would otherwise be payable had the Taxes not been withheld, and Customer must provide Versioneer with a receipt or other acceptable documentation from the applicable taxing authority evidencing the payment of the Taxes.

Section 6 - Resale and Lawful Use

a. Unless expressly agreed otherwise, the Customer may not directly redistribute the product to third parties - neither for sale nor for free.

b. The Customer irrevocably and unconditionally warrants and undertakes that it will only use the products for lawful purposes.

c. The Customer shall indemnify Versioneer and hold Versioneer harmless for any liability whatsoever that Versioneer suffers by reason of breach by the Customer of the warranty and undertaking in clause 6(b).

Section 7 - Intellectual Property and Confidentiality

a. The Customer acknowledges and agrees that the copyrights and similar rights, patents, trade secrets, and all other intellectual property rights of whatever nature in, or related to, the products (hereinafter "Versioneer's Proprietary Rights") are and shall remain the property of Versioneer, and nothing in the Agreement shall be construed as transferring any aspects of Versioneer's ownership, title or rights to the Customer or any third party.

b. The Customer or any third party shall not have any right, title, or interest in Versioneer's Proprietary Rights other than the Customer's right to use the same in accordance with the terms of the Agreement.

c. The Customer acknowledges and agrees that the product contains confidential and proprietary information of Versioneer. The Customer agrees to keep the product strictly confidential and not to disclose any information related to the product to any third party, unless such disclosure is absolutely necessary for the use of the product as expressly permitted by the terms of the Agreement.

Section 8 - Data Protection

a. To the extent Customer's use of the product or the execution of the Agreement will involve the processing of personal data submitted by Versioneer to the Customer, Customer shall comply at all times with applicable data protection laws, regulations and other legal requirements (in particular the EU General Data Protection Regulation). Customer will ensure that it has in place adequate privacy policies and employs adequate technical and organisational security measures to protect personal data against breaches. Customer shall indemnify and hold harmless Versioneer for any claims or damages arising out of, or in connection with, violations of data protection laws by the Customer.

Section 9 - Termination

a. Versioneer may terminate the Agreement with immediate effect upon giving written notice if the Customer:

- commits a material breach of his contractual obligations which is incapable of remedy; or
- commits a material breach of his contractual obligations which is capable of remedy but the Customer fails to remedy that breach within 30 calendar days of being notified of the breach.

b. For the avoidance of doubt, failure or delay of payment of the agreed fee, breaches of applicable license terms and violations of intellectual property rights constitute material breaches of contractual obligations.

c. Upon expiration or termination of the Agreement:

- the Customer will return the product to Versioneer and destroy any other copies of any portion of the product in its possession, and
- the Customer will have no further right to possess or use the product.

Section 10 - Disclaimer of Warranties and Limitations of Liability

a. Unless otherwise separately undertaken by Versioneer, to the extent possible, Versioneer offers the product as-is and as-available, and makes no representations or warranties of any kind concerning the product, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. To the extent disclaimers of warranties are not allowed by applicable law in full or in part, this disclaimer may not apply to the Customer.

b. To the extent possible, but with the exception of intentional damages, in no event will Versioneer be liable to the Customer on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of the contractual relationship with the Customer or use of the product, even if Versioneer has been advised of the possibility of such losses, costs, expenses, or damages. To the extent a limitation of liability is not allowed by applicable law in full or in part, this limitation may not apply to the Customer.

c. Versioneer and the Customer agree that the disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

d. The Customer shall release Versioneer from any liability in connection with Customer's use of the product and indemnify and hold harmless Versioneer from and against any claims. Any costs incurred by Versioneer for necessary legal action or defence in this regard shall be reimbursed by the Customer.

e. The Customer agrees to inform Versioneer immediately about any actual or imminent infringement of or damage to the product. If Versioneer shall decide to resort to legal action to avert such infringement or damage, the Customer agrees to make every effort to assist Versioneer upon request. Without Versioneer's prior explicit written consent, the Customer shall not initiate any legal action in this regard.

f. In no event will the total liability of Versioneer, its affiliates or its suppliers arising out of or in connection with the products exceed the fees paid by the Customer for the products giving rise to the claim.

Section 11 - Final Provisions

- a. The Agreement may be amended or supplemented only by a writing that refers to the Agreement (or parts thereof) and that is signed by both parties.
- b. To the extent possible, if any provision of the Agreement is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from the Agreement without affecting the enforceability of the remaining terms and conditions and replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.
- c. No term or condition of the Agreement will be waived and no failure to comply consented to unless expressly agreed to by Versioneer.
- d. The failure or delay by a party to require performance of any provision of the Agreement does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.
- e. Neither the Agreement nor any rights or obligations thereunder shall be transferred, assigned, delegated, pledged or otherwise encumbered by the Customer without the prior consent of Versioneer.
- f. For the avoidance of any doubt, the provisions of these Terms survive the termination or expiry of the Agreement and they shall also extend to future transactions between the contracting parties even if not referred to again in case of future conclusion of contracts.
- g. The Agreement shall be governed by and construed in accordance with the laws of Austria, excluding its international private law provisions governing conflicts and the UN Convention on Contracts for the International Sale of Goods. All disputes in connection with any matters arising out of the Agreement shall be finally decided by the competent courts of St. Pölten, Austria. Versioneer remains free to sue the Licensee at any other competent court worldwide.