TTControl S.r.l. – General Conditions of Sale and Delivery of Services

hereinafter referred to as "Conditions".

1. General

Any goods, such as software, firmware, chip IP and/or hardware, or services supplied by TTControl S.r.l. (hereinafter referred to as "TTControl") shall hereinafter be referred to as "Products"; any (potential) buyer or (potential) user of Products shall hereinafter be referred to as "Buyer". Any delivery of Products and provision of services, including any and all obligations connected therewith, shall hereinafter be referred to as "Delivery".

Any and all agreements of TTControl regarding any and all Deliveries, especially with regard to additional deliveries, updates and upgrades, are and shall be concluded based on these Conditions; however, the Conditions might be amended by TTControl's special terms and conditions (such as software terms), which are then considered to be part of these Conditions and which shall prevail any contradicting terms. The Conditions shall override any contradicting or additional terms contained in or referred to in documents or correspondence from the Buyer, including in particular any general terms and conditions of purchasing of Buyer. All contracts, amendments or alterations thereof, as well as any amendments or alterations of the Conditions must be agreed upon in writing, whereby the written form shall also be fulfilled if a simple electronic signature via DocuSign or Adobe Acrobat is used..

2. Offer and Order

TTControl is not bound by any offer, www-appearance, catalogue etc. Documentation submitted to the Buyer (constructions, drawings, specifications, samples, etc.) shall in no case be binding to TTControl. Any binding offer of TTControl can only be confirmed by Buyer within ten days from the day of receipt of the offer; a later acceptance of any offer placed by TTControl shall be regarded as a counter-offer by Buyer, which only becomes binding upon written confirmation by TTControl.

Documentation (constructions, drawings, specifications, samples) submitted by Buyer shall be binding for Buyer only.

3. Estimate of cost

Unless agreed otherwise in writing any estimate of cost given by TTControl shall be non-binding.

4. Prices

TTControl´s prices are net, exclusive inter alia of (public) charges, e.g. customs, taxes, in particular Value Added Tax (VAT). All other costs, e.g. packing, shipment and insurance will be paid by Buyer unless otherwise agreed in writing.

5. Payment

Payment shall be due within four weeks upon receipt of TTControl's invoice, irrespective of the time of Delivery, without any deductions, in the agreed currency, free to TTControl´s accounts. The monetary offset of counter claims, or the retention of payments, also in connection with the enforcement of warranty or any other claim, shall not take place.

6. Conditions of Delivery

a. Delivery shall be made in accordance with Incoterms 2020: CPT, whereby the Buyer shall bear all costs for transport in deviation from these Incoterms. Agreed upon times of Delivery shall in no case commence prior to clarification of all commercial and technical details, and to the fulfilment of all pre-requirements on the part of Buyer and shall only be binding on TTControl if agreed in writing.

b. Orders for Delivery are deemed fulfilled:

a) In case of delivery ex works: with the notification of readiness of the Products for shipment.

b) For deliveries with other agreed place of delivery: when dispatch of Products from TTControl´s works is initiated.

c) For services: with beginning of rendering of services.

c. TTControl is entitled to make partial deliveries or advance deliveries.

d. TTControl shall use its best efforts to adhere to the time of Delivery as agreed upon. Force Majeure and other obstructions beyond TTTech's control, or that of TTControl´s sub-contractors, shall in any case extend the time of Delivery, or entitle TTControl to rescind the contract without thereby creating cause for any claims against TTControl.

e. Unless otherwise agreed between TTControl and Buyer , shipment shall be at the risk and expenses (including insurance cover) of the Buyer.

7. Warranty and Liability

a. TTControl warrants that: (a) each of its personnel has the proper skill, training and background necessary to accomplish its assigned tasks; (b) the Products will in all material respects comply with the agreed specification; (c) all software deliverables provided hereunder will be free of viruses, worms, time bombs, logic bombs, trap doors, Trojan horses, or similar malicious instructions, techniques, or devices.

b. The warranty period is twelve months starting from the date of Delivery. Upon Delivery, Buyer shall immediately examine all Products for any defects or incompleteness and shall inform TTControl of such case immediately. Hidden defects must be notified to TTControl immediately after detection. Proof of the fact that the defect was hidden lies with Buyer. Products, which are claimed and proved to be defective accordingly, shall be returned to TTControl on request, exact written description of the defects and/or missing Products attached.

c. TTControl shall within a reasonable period of time and at no cost to Buyer, at TTControl's own choice, repair or replace, or reduce the price for defective Products provided the defect is not marginal. If a defect substantially restricts usability of the Product TTControl can also provide a temporary work-around solution if needed. Repair may also be fulfilled by delivering a new version according to a reasonably planned course of development of TTControl. With regards to Products repaired by TTControl the warranty period is the remaining period according to clause 7. b., but at least a period of six months.

d. Buyer may not adapt, amend or change the Products in any technical way without written permission of TTControl. Any warranty or liability of TTControl is excluded if the Product is processed, used, modified or amended by the Buyer contrary to the agreed use or used not according to the manual or if the required cooperation to remedy the defect is denied by the Buyer. If TTControl combines software provided by Buyer or third parties with its Products or provides such software together with its Products, TTControl assumes no warranty, guarantee or liability with regard to such software to the maximum extent permitted by applicable law.

e. For clarification purposes it is stated that TTControl takes no warranty or liability for damages due to wear and tear, defective maintenance, insufficient equipment, inadequate protection, unsuited operating materials. Any repair by Buyer relieves in any case TTControl from its warranty and liability; sections 933a third paragraph and 933b Austrian Civil Code are excluded.

Furthermore, TTControl expressly excludes an update obligation pursuant to § 7 VGG (in its applicable version).

f. The maximum aggregate liability of TTControl to Buyer (including Buyer's customers, employees and advisors) or, as the case may be any beneficiary of the Delivery or Products for any and all claims arising under or related to the Delivery of Products or any order being subject to these Conditions (including but not limited to breach of contract, indemnification claims or tort claims) shall - to the extent permitted by applicable law – be limited to the actual damage (therefore not including consequential damages, lost profits or pecuniary losses) and in the aggregate not exceed the higher of EUR 50,000 or the contract value relating to the respective order. Claims for damages due to failure to fulfil, or delayed fulfilments, or claims caused by TTControl's slight negligence are excluded.

g. TTControl does not assume any liability for the compatibility of the supplied Products with Buyer's systems, for the sufficiency of the supplied software towards all needs of Buyer, or that all and every software bug can be repaired. TTControl is not liable for damages to the Buyer's systems or data loss due to the Buyer's use of the Products.

h. Except as provided for otherwise in this clause 7. TTControl provides any Products "as is" and hereby disclaims all warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose, accuracy or completeness or of results for the Products to the extent permitted by applicable law. The entire risk as to the quality, use or performance of the Products remains with Buyer to the maximum extent permitted by applicable law.

8. Assembly and Start-Up

a. TTControl shall assume assembly and start-up operations only on the basis of special written agreements which may also define the scope of support granted in connection with the assembly, such as training, installation support, testing support or consultancy.

b. For each assembly engineer delegated by TTControl and requested by Buyer, the Buyer shall reimburse TTControl for the expenditures incurred as per TTControl´s hourly engineering rates plus extra charges for possible overtime work, and for the costs of travel and dispatch of baggage incurred for such engineer. Whenever TTControl staff is working at Buyer's site the Buyer is responsible and shall pay for the compliance with all health and safety regulations and public law qualifications (e.g. work permit) necessary.

c. Buyer shall provide in good time, at his own account and risk: The necessary staff to assist with assembly and/or start-up (TTControl shall not be in any way responsible for such staff or the work carried out by same); the necessary preliminary work, equipment, materials, auxiliary equiment and tools; suitable, lockable premises for the proper storage of materials and equipment of all kind provided by TTControl for the assembly and/or start-up; Buyer shall be obliged to take all structural or other steps necessary for the timely execution of the assembly and/or start-up operations, including testing the Products under actual conditions.

d. Any and all hazards and risks (including the transportation risks) in respect of equipment and materials of all kinds required for assembly and/or start-up shall be borne by the Buyer.

e. For damages or defaults in assembly and/or start-up caused by the operating conditions, clause 7. e. shall apply mutatis mutandis.

9. Instruction Manuals

a. The use of Products shall be governed by the instruction manuals issued by TTControl, and the Buyer shall be responsible to obtain as many copies of these instruction manuals from TTControl as necessary and in accordance with Buyer´s right of use. If, in any case, the instruction manual is not delivered the Buyer shall notify TTControl immediately. Failure to abide by these instructions shall preclude Buyer's warranty or damage claims.

b. The technical consultation given by TTControl´s staff is limited to the explanation of TTControl´s technical instructions. Any consultation going beyond, in particular solutions for specific utilization not covered by TTControl´s instruction manual, are subject to a separate agreement.

10. Retention of Title

a. Products delivered by TTControl shall remain in TTControl´s property until all TTControl´s claims, including payment of all additional charges, have been satisfied in full.

b. In the event of the Buyer's defaulting on payment, TTControl reserves – under preservation of the purchase contract – the right to remove the Products which are still subject to TTControl´s retention of title and to impose all transport costs on the Buyer.

11. Termination of Contract

a. The parties may terminate the contract for the following important reasons with immediate effect:

a) If insolvency proceedings are instituted with respect to the assets of the other party, or if a petition for opening such proceedings is rejected because of lack of sufficient assets to cover the costs of the proceedings, or if the conditions for the institution of such proceedings or the dismissal of such a petition are met.

b) If the other party has violated any confidentiality obligation.

c) If the continuation of the contract is unacceptable for other material reasons.

b. TTControl may also terminate the contract with immediate effect for the following reasons:

a) If it should emerge that the Buyer's economic or financial position is stated to be unfavourable by any society for creditor protection etc.

b) If the Buyer in spite of repeated request does not fulfil his obligations of cooperation according to this contract, e.g. if necessary technical details are not provided.

c) If on-site assembly is rendered impossible by unacceptable on-site conditions for TTControl staff.

12. Intellectual property

a. Buyer shall not violate any of TTControl's intellectual property rights.

Should any software, firmware and/or chip IP be included in the Products the belonging intellectual property rights are agreed upon as follows:

Software, firmware and/or chip IP may only be used to the maximum extent as necessary to use the Product in the contractual scope. Any further use of the software, in particular the copying and/or loading it on any other system or on semiconductors owned by another individual or company is strictly prohibited.

All software, firmware and/or chip IP constitute or contain trade secrets and confidential information of TTControl.

b. The Buyer shall not reverse assemble, reverse compile, or otherwise reverse engineer the Products in whole or in part. He shall not use the Products for any competitive analysis

whatsoever unless specifically authorised in writing to do so by TTControl. He shall not modify the software, firmware and/or chip IP under any circumstances.

c. The Buyer furthermore agrees that he will not himself or through others (i) sell, lease, license or sub-license the Products, (ii) write or develop any derivate software or any other software program based upon the Products, or any confidential information of TTControl, (iii) use the Products, for purposes other than those in the contractual scope, and/or (iv) provide, disclose, divulge or make available or permit use of the Products, to any third party without TTControl's prior written consent.

d. Buyer guarantees not to misuse any of TTControl's trademarks and –signs and will only use signs with reasonable distinction from TTControl's trademarks and –signs.

13. Confidentiality

Any information, in whatever form, including documentation, which is made available to Buyer may be used or the performance of the contract only and is strictly confidential.

14. Applicable Law and Arbitration Clause

a. Any disputes including the issue of the valid conclusion of a contract and its pre- and post-contractual effects shall exclusively be governed by the laws of Austria, whereby the rules on conflicts of laws, the UN Convention on Contracts for the International Sale of Products and any other (international) provisions that displace substantive Austrian law shall not apply.

b. All disputes arising out of or in connection with these Conditions shall at the plaintiff's choice be exclusively and finally settled (i) under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules; arbitration shall be conducted in Vienna, Austria, and the language of arbitration shall be English; arbitration award shall be final and binding on both parties, or (ii) by the competent court of the place of business of TTControl or by the competent court of the place of business of the defendant. Either party may apply to any court of competent jurisdiction for interim relief in support of arbitration.

15. Severability

Should any provision of these Conditions and any contract concluded between the Buyer and TTControl be or become illegal or unenforceable, the remainder shall not be affected. Any illegal or unenforceable provision shall be replaced by valid and enforceable provisions, which commercialy come as close to the illegal or unenforceable provision as possible; the same applies mutatis mutandis for contractual loopholes.