

# General Terms and Conditions of Sale and Delivery of BRAVE Analytics GmbH

The following General Terms and Conditions of Sale and Delivery of BRAVE Analytics GmbH can be downloaded at [www.braveanalytics.eu](http://www.braveanalytics.eu) and can also be provided in paper form upon request of the customer.

## 1 Applicability

1.1 These General Terms and Conditions of Sale and Delivery ("GTC") are an integral part of all legal transactions between customers and BRAVE Analytics GmbH hereinafter referred to as "BRAVE Analytics", which have as their object the sale and delivery of goods or the provision of other services by BRAVE Analytics (the "Customer Contract"). These GTC shall be deemed agreed upon for all current and future customer contracts upon receipt of the order confirmation by BRAVE Analytics by the customer, but no later than upon acceptance of the delivery or service by the customer, even if these GTC are not expressly referred to in future customer contracts, neither in the order confirmation nor in the response to the inquiry or in the delivery or service. A signature of the GTC by the customer is not required.

1.2 General terms and conditions or forms of the customer shall in no case become part of customer contracts, irrespective of whether or not they contain provisions deviating from or supplementing the GTC. Neither the unobjected acceptance of general terms and conditions or forms of the customer (in whatever form) nor the execution of the delivery or service shall be deemed to be an acknowledgement of the customer's terms and conditions.

1.3 Contractual terms and conditions or other provisions of the customer that deviate from these GTC shall apply only if and to the extent that BRAVE Analytics has expressly accepted them in writing for the individual business case and only for that transaction for which the contractual terms and conditions or other provisions of the customer were accepted by BRAVE Analytics in this form. Contractual terms deviating from these GTC may be contained in particular in offers of BRAVE Analytics, customer contracts and order confirmations of BRAVE Analytics.

1.4 In the contractual terms concerning customer contracts, the following priority shall apply between order confirmations of BRAVE Analytics, offers of BRAVE Analytics, general contracts between BRAVE Analytics and the customer, and GTC (including general terms and conditions of purchase and the like):

1st priority: order confirmation from BRAVE Analytics/offer from BRAVE Analytics.

2nd priority: general contracts between BRAVE Analytics and the customer (such as cooperation and framework agreements).

3rd priority: general terms and conditions (including general terms and conditions of purchase and the like).

1.5 If contractual provisions in the documents listed above contradict each other, the contractual provision of the priority document shall prevail in each case (e.g. provisions of

order confirmations and offers of BRAVE Analytics shall prevail over provisions of general contracts between BRAVE Analytics and the customer). Supplementary, i.e. not contradictory, provisions of documents of lower priority shall apply to documents of higher priority, whereby also in the application of these supplementary provisions, the contractual provision of the priority document shall prevail in each case (for example, in the case of order confirmations, supplementary provisions of customer contracts shall be applied with priority over supplementary provisions of general terms and conditions).

## **2 Offer, conclusion of contract, written form**

2.1 Offers of BRAVE Analytics are always subject to change and non-binding, even if prices, dates or other specifications are communicated therein. This applies regardless of whether such an offer is made on the basis of an inquiry by the customer or without such an inquiry. BRAVE Analytics shall only be bound by the written order confirmation pursuant to Section 2.3.

2.2 If the customer places an order (in response to a notification or a similar declaration by BRAVE Analytics with or without such notification), he/she shall be bound by his/her order until BRAVE Analytics confirms or rejects the order, but in any case for a period of 21 days.

2.3 Orders received by BRAVE Analytics pursuant to Section 2.2 (both initial and follow-up orders) shall only become binding for BRAVE Analytics upon dispatch of the written order confirmation. Changes and additions to an order accepted by BRAVE Analytics require written confirmation by BRAVE Analytics in order to be valid.

2.4 If the order confirmation of BRAVE Analytics deviates from the order of the customer, this deviation shall be deemed accepted by the customer if the customer does not object to it within 14 days after its receipt.

2.5 The information contained in catalogs, brochures and the like as well as other oral or written statements by BRAVE Analytics shall only be authoritative if they are expressly confirmed by BRAVE Analytics in the written order confirmation.

## **3. Delivery**

3.1 If the written order confirmation of BRAVE Analytics according to item 2.3. or any other notification according to item 2.1. does not contain any information to this effect, FCA according to INCOTERMS shall apply.

3.2 Unless otherwise agreed, the delivery obligation of BRAVE Analytics shall include standard packaging suitable for transport, whereby packaging for sea transport shall not constitute standard packaging and shall therefore only be carried out by BRAVE Analytics upon special agreement and against surcharge. Regarding the conclusion of the transport contract, FCA INCOTERMS shall apply. Also, regarding insurance coverage, FCA applies, whereby in the event that BRAVE Analytics takes out transport insurance for the transport of goods, the customer shall bear the entire cost of the insurance. The transfer of risk for loss and damage to the goods in transit as well as the transfer of costs to the customer shall take place upon delivery in accordance with FCA.

3.3 BRAVE Analytics shall be entitled to make and invoice partial deliveries.

#### **4. Delivery period, delay in delivery**

4.1 The delivery period shall commence (in the absence of an agreement on a specific calendar day) on the latest of the following dates:

- Expiry of the day of the order confirmation;
- Expiry of the day of submission of the complete technical specifications by the customer to BRAVE Analytics (if the execution of the order is dependent on the submission of documents by the customer according to the agreement) and clarification of all technical order details;
- Expiry of the day on which BRAVE Analytics has received any deposit or security (letter of credit, bank guarantee, etc.) agreed prior to execution of the work.

4.2 If subsequent amendments to a customer contract are agreed, a reasonable delivery period shall be agreed again or, in the absence of any agreement to the contrary, shall be automatically extended by a reasonable period. Furthermore, delivery periods shall be interrupted for the duration of the respective reason for interruption in case of events of force majeure (in the sense of item 4.4) as well as in case of breach of a duty to cooperate by the customer or other breaches of contract by the customer under the customer contract, so that there is no delay in delivery. In these cases, BRAVE Analytics is entitled to withdraw from the customer contract by setting a reasonable grace period. In cases of interruption due to force majeure, both BRAVE Analytics and the customer are entitled to withdraw from the contract, setting an appropriate grace period, if the force majeure delays the delivery of the goods by more than three months. The assertion of claims for damages and other claims by the customer is also excluded without exception for these cases. This also applies if the events occur at a time when BRAVE Analytics is in delay.

4.3 In the absence of a special express agreement, delivery dates shall be deemed to be approximate and non-binding fixed dates. The agreement of a delivery or performance date does not constitute a firm deal. BRAVE Analytics is entitled to make early deliveries. Confirmed delivery dates entitle BRAVE Analytics to exceed up to 14 working days by simple written notice to the customer, without the customer being entitled to derive any consequences of default of any kind whatsoever. In the event that a delivery date is exceeded beyond this (delay in delivery), the customer shall be entitled to withdraw from the contract with regard to the quantity covered by the delay in delivery by setting a reasonable grace period of at least four weeks. The grace period shall commence on the date of receipt of the customer's letter by BRAVE Analytics, which shall be sent to BRAVE Analytics by registered mail. With the exception of withdrawal from the contract pursuant to this item 4.3, delays in delivery shall not entitle customers to assert claims, irrespective of the legal title.

4.4 "Force majeure events" shall be deemed to include, but not be limited to, the following events in particular:

- all impacts of natural forces, such as earthquakes, lightning, frost, storms, floods;
- furthermore war, travel warnings of the Austrian Foreign Ministry, the entry into force of laws or amendments to laws, official interventions, confiscation, transport disruptions (for which no liability is generally assumed), export, import and transit

bans, national and international regulations of foreign trade law, embargoes and other sanctions, international payment restrictions, raw material and energy shortages;

- operational disruptions, such as explosions, fire, strikes, sabotage and all other events that could not have been prevented or could only have been prevented with disproportionate costs or economically unreasonable means.

## **5. Acceptance obligation, default in acceptance, transfer of risk**

5.1 Goods notified by BRAVE Analytics as ready for shipment must be called off by the customer immediately and taken over (naming a carrier or other person taking over), otherwise BRAVE Analytics shall be entitled to store them at the expense and risk of the customer at its own discretion and to invoice them immediately. The customer contract shall thus be deemed to have been fulfilled by BRAVE Analytics. The same applies if it is agreed that the goods are to be called off by the customer during a certain period of time and are not called off by the customer during this period or if the delivery is delayed due to a lack of spatial or technical requirements at the customer.

5.2 The risk of accidental loss and accidental damage shall pass to the customer at the time of the agreed collection ex works or handover of the goods to the carrier. If there is a reason for interruption according to item 4.2 or if the goods are considered to be shipped in the sense of the fiction of performance according to item 5.1, the risk shall pass to the customer upon receipt of the notification of readiness for shipment by the customer. This shall also apply if the transport is organized and managed by BRAVE Analytics at the customer's request and expense. If the customer is in default of acceptance, then after the fruitless expiry of a grace period of at least two weeks to be set in writing by BRAVE Analytics, a contractual penalty regardless of fault in the amount of 1% of the net order value is to be paid by the customer to BRAVE Analytics. The right of BRAVE Analytics to claim actual damages exceeding the amount of the contractual penalty remains unaffected.

5.3 Each delivery shall be deemed to have been handed over in proper condition to the carrier or another person designated by the customer. Any damage shall be deemed to have occurred during transport until proven otherwise. BRAVE Analytics shall not be liable, irrespective of the INCOTERMS clause agreed in each case, for any damage occurring during transport or due to delays in transport. In this context, reference is made to §377 of the Austrian Commercial Code (UGB) (notice of defects).

5.4 The manuscripts, originals, drafts, sketches, samples, models, films and other documents or goods handed over to BRAVE Analytics shall be stored at BRAVE Analytics exclusively at the risk of the customer. The insurance of these goods against whatever risk is the exclusive responsibility of the customer. BRAVE Analytics is exempt from any liability for damage to or loss of these items, for whatever reason, unless BRAVE Analytics was grossly negligent in causing the damage or loss.

## **6. Prices**

6.1 The prices of BRAVE Analytics are in the currency specified in the offer, in the absence of such specification in Euro. In case of offers in currencies other than Euro, BRAVE Analytics

reserves the right to adjust the prices to exchange rate fluctuations against the Euro that occur until the time of delivery (in case of default of payment by the customer until payment).

6.2 The prices of BRAVE Analytics valid on the day of delivery plus VAT at the respective statutory rate shall be charged. The prices stated are ex works 8010 Graz, Austria. If fees, taxes or other charges are levied in connection with the delivery, these shall be borne by the customer. Likewise, the customer shall bear the costs for packaging exceeding the standard packaging (e.g. for seaworthy packaging). Granted discounts, rebates, etc. will be calculated from the sales prices (excluding VAT).

6.3 The agreed prices are based on the prime costs at the time of the written order confirmation. In the event of a change in material and energy prices, wages, freight costs, customs duties, taxes and other price-determining costs, BRAVE Analytics reserves the right to adjust to the cost structure at the time of delivery. If the contract is concluded with the price left open, the price applicable to the goods delivered on the date of delivery or completion of the delivery will be charged.

6.4 Additional costs caused by subsequent change requests of the customer shall be borne by the customer if BRAVE Analytics complies with the change request. Furthermore, BRAVE Analytics shall be entitled to charge additional costs due to a delay not caused by BRAVE Analytics, in particular in case of clarification of the technical or legal requirements for delivery, storage costs due to a violation of the obligation to take delivery from the customer or costs incurred by BRAVE Analytics as a result of overtime, night or Sunday work requested by the customer.

## **7. Payment, Default of payment, Set-off**

7.1 Invoice amounts (also with regard to partial services and supplementary deliveries) shall be paid within 10 calendar days after transmission of the invoice to BRAVE Analytics, unless otherwise provided for in the order confirmation or the delivery contract, whereby expenses in connection with bank transfers, documentary collections or documentary credits shall be borne by the customer. The date of payment shall be the date of receipt by BRAVE Analytics or by the paying agent of BRAVE Analytics. Any rebates, bonuses and discounts granted are conditional upon the customer making full payment on the due date.

7.2 BRAVE Analytics reserves the right to deliver goods only against advance payment. Payments by bill of exchange or check shall not be accepted and shall not be considered as fulfillment of the payment obligation. Granted rebates, bonuses and discounts are conditional on the timely performance of full payment by the customer.

7.3 The set-off of claims of the customer against the purchase price claim of BRAVE Analytics shall only be permissible if and to the extent that the counterclaim of the customer is undisputed or has been legally established. The customer shall only be entitled to a right of retention due to claims arising from the same contractual relationship.

7.4 If the customer is in default with the payment of a due invoice in whole or in part or if insolvency proceedings are opened against the assets of the customer, BRAVE Analytics shall be entitled to immediately call due all its outstanding purchase price claims also from other

contractual relationships or other orders, irrespective of any later due date or value date (loss of date) or to demand the provision of sufficient securities from the customer. Furthermore, BRAVE Analytics shall be entitled to postpone the performance of its obligations until the overdue payment (or other performance) has been effected.

7.5 In case of default of payment by the customer, interest on arrears shall be charged in accordance with Section 456 of the Austrian Commercial Code [UGB] and the customer shall reimburse all pre-litigation costs, in particular reminder and collection fees and attorney's fees. Further claims of BRAVE Analytics, in particular claims for damages, remain unaffected.

7.6 If no payment is made within a reasonable grace period after the occurrence of default and setting of a deadline with threat of withdrawal, BRAVE Analytics shall be entitled to withdraw from the customer contract without prejudice to its rights under Section 8 (Retention of title) of these GTC and to take back the delivered goods, claiming all its expenses and a reasonable compensation for any reduction in value. If BRAVE Analytics exercises its right to take back the goods, the customer shall ship these goods or, at the option of BRAVE Analytics, make the goods available for collection packaged and in a transportable condition. In addition, in this case the customer shall pay BRAVE Analytics for the project-specific special expenses (such as: switch cabinet wiring) immediately after notification of the costs.

7.7 In the case of export transactions, the customer shall be obliged to return all export and customs documents in the original to BRAVE Analytics, failing which the customer shall pay any duties prescribed.

7.8 Prohibitions of assignment issued by the customer shall not apply to BRAVE Analytics.

## **8. Retention of Title**

8.1 Each delivery shall remain the property of BRAVE Analytics until it has been paid in full, including ancillary claims such as interest and costs. The customer is obliged to keep separate and properly store the goods that are the property of BRAVE Analytics and to insure them in accordance with their value.

8.2 The customer shall not be entitled to process or handle goods subject to retention of title; pledging or assignment as security by the customer shall only be permissible with the prior written consent of BRAVE Analytics. If the reserved goods are processed, combined or mixed with other material, BRAVE Analytics shall acquire co-ownership of the resulting product in the ratio of the value of the delivery effected by BRAVE Analytics to that of the other material. In all such cases, the customer shall be deemed to be the custodian and shall be obliged to cooperate in all measures that are necessary or useful to protect the property of BRAVE Analytics.

8.3 For the duration of BRAVE Analytics' retention of title, the customer shall immediately notify BRAVE Analytics of any seizures and other access by third parties to the goods subject to retention of title as well as of any damage to or destruction of the same and shall bear or reimburse BRAVE Analytics for any costs incurred in connection with the exercise of its property rights. The customer shall be liable to BRAVE Analytics for any damage resulting from the omitted or delayed notification.



8.4 The customer hereby assigns to BRAVE Analytics all claims arising from the sale of goods subject to retention of title. Upon request, the customer is obliged to disclose to BRAVE Analytics the name and address of its customers as well as the stock and amount of the claims resulting from the sale. The customer is also obliged to note this assignment in its books and to provide BRAVE Analytics with documentary evidence of this upon request. BRAVE Analytics is entitled at any time to notify such assignments to the respective debtors. Until revoked by BRAVE Analytics, the customer is entitled to collect claims assigned to BRAVE Analytics in its own name but for the account of BRAVE Analytics, without any change in the exclusive right to claim of BRAVE Analytics. The customer is not entitled to assign claims from the resale of goods subject to retention of title to third parties.

8.5 The assertion of the reservation of title shall not require withdrawal, shall not be deemed a withdrawal from the contract and shall not release the customer from its obligations. The customer shall only be entitled to credit of the proceeds of the sale (by private sale) of the reserved goods. All costs incurred by BRAVE Analytics due to the repossession (transport costs, etc.) shall be borne by the customer.

## **9. Warranty**

9.1 In accordance with the following provisions, BRAVE Analytics shall be obliged to remedy within the limitation period stipulated in item 17 any defects in the goods that impair their functionality, which already existed at the time of delivery and are based on a defect in the design or execution by BRAVE Analytics or the material provided by BRAVE Analytics.

9.2 The customer is obliged to immediately inspect the goods taken over to ensure that they are free of defects. Defects that the customer does not immediately, but at the latest within seven days after arrival of the goods at the destination in writing with a precise description of the defect to BRAVE Analytics are considered approved. The assertion of warranty claims and / or claims for damages, as well as the right to contest errors due to defects is excluded in these cases. Excluded from this are defects which, despite careful inspection, cannot be discovered within the seven-day period. These defects shall be deemed to have been approved if they are not asserted in the above manner within seven days of discovery. The warranty claim shall only arise if the customer has immediately notified BRAVE Analytics in writing of the defect that has occurred and has described it in detail. If, according to FCA INCOTERMS, the damage occurs in the area of risk to be borne by BRAVE Analytics, the customer is obliged, in case of loss of any claims against BRAVE Analytics, to assert any claims of BRAVE Analytics against the carrier, freight forwarder and transport insurer without undue delay, at the latest, however, within seven days after arrival of the goods at the destination or, in case of later knowledge, without undue delay after knowledge. § Section 924 of the Austrian Civil Code [ABGB] (presumption of defectiveness) shall not apply. Defects in a part of the delivery do not entitle the customer to complain about the entire delivery.

9.3 Subject to item 9.4, the improvement shall generally take place at the place of performance pursuant to item 7.1. Therefore, in case of a timely complaint pursuant to item 9.1, the goods shall be returned to BRAVE Analytics in coordination with BRAVE Analytics for examination of the alleged defects.

9.4 If the object of the delivery or service was subsequently moved to another location, the improvement can also be carried out at this location at the discretion of BRAVE Analytics. Expenses that exceed the expenses for subsequent performance at the place of performance in the event of improvement at a location other than the place of performance (= additional costs) shall be borne by the customer in any case.

9.5 No claims or legal consequences may be derived by the customer from BRAVE Analytics' acceptance of the returned goods. Similarly, an inspection of the defect by BRAVE Analytics does not trigger claims by the customer or other legal consequences. In the event of an unjustified notice of defect, any transport costs incurred for the transport and return transport as well as any other services incurred shall be borne by the customer.

9.6 In case of justified defects within the warranty period, BRAVE Analytics shall be entitled to avert any price reduction claim of the customer by improvement or replacement delivery. Further warranty claims, in particular for price reduction, rescission or redhibitory action, do not exist. The customer is not entitled to remedy the defect himself or through a third party commissioned by the customer. After determination of the defect by the customer, any further disposal of the goods without the consent of BRAVE Analytics is prohibited; if the customer nevertheless does so, he thereby waives any warranty claims and claims for damages against BRAVE Analytics.

9.7 If BRAVE Analytics remedies defects outside the warranty or provides other services, these shall be charged in accordance with the valid prices of BRAVE Analytics or at cost.

9.8 In the event of defects caused by overuse, negligent or improper handling and installation, poor maintenance, repairs carried out without the written consent of BRAVE Analytics, non-compliance with the operating and other regulations and use of the product outside the specification agreed with BRAVE Analytics, warranty and damage claims by the customer are excluded. BRAVE Analytics is not liable for damage caused by actions of third parties and chemical, electrical and mechanical influences that are not assumed under the customer contract. Goods that are subject to natural wear and tear are excluded from the warranty regarding this wear and tear.

9.9 The warranty obligation of BRAVE Analytics expires immediately if changes or repairs are made to the goods without the consent of BRAVE Analytics. The warranty period shall not be extended by work subject to warranty.

9.10. The assertion of a defect does not release the customer from its payment obligation. Furthermore, the assertion of the defect does not entitle the customer to refuse further deliveries under the relevant or any other customer contract with BRAVE Analytics.

## **10. Compensation for Damages**

10.1 The liability of BRAVE Analytics shall be limited to the damage caused to the delivered goods. BRAVE Analytics shall not be liable for any further damages, in particular for consequential harm caused by a defect (e.g. to persons or equipment (e.g. production facilities) as a result of business interruptions), insofar as these include loss of profit, pure financial loss or damage to third parties. If according to point 9 the warranty obligation of BRAVE Analytics is excluded, in this case the liability for damages of BRAVE Analytics is also



excluded. This shall also apply if the customer has a further liability towards its customers, other contractual partners or other third parties.

10.2 Any liability of BRAVE Analytics for damages, such as consequential damages, damages caused by delay in delivery, technical advice, etc. - except in case of personal injury - shall be limited to intent and gross negligence. Furthermore, the liability of BRAVE Analytics is, to the extent permitted by law, limited to the damage that BRAVE Analytics foresaw or could have foreseen as a possible consequence, but in any case (except in case of intent) limited to the net invoice amount of the goods affected by the defect or delay in delivery.

## **11 Product Liability**

11.1 The customer waives in advance all rights of recourse to which he would be entitled against BRAVE Analytics pursuant to § 12 Product Liability Act [PHG]. In case of transfer of products or parts of products of BRAVE Analytics by the customer, the customer shall be obliged to fully transfer this waiver to its customers. The customer is obliged to transfer the obligation to transfer to its customers also for all other customers. This obligation shall also apply if the customer or another buyer of BRAVE Analytics' products uses them for the production of other products and puts these other products on the market. The inclusion agreements shall be designed in such a way that BRAVE Analytics directly acquires the right to independently counter the exclusion of recourse in the event of a claim by a party entitled to recourse pursuant to § 12 PHG.

11.2 BRAVE Analytics does not guarantee that the products it passes on to the customer free of defects are also free of defects as parts of the products manufactured by the customer or the customer's customers within the meaning of the PHG. Therefore, BRAVE Analytics shall not be liable if its products placed on the market free of defects are defective as a result of incorporation or installation in the equipment or products of the customer or the customer's customers. Likewise, BRAVE Analytics shall not be liable if the products it has placed on the market are defective because they were manufactured, stored or delivered in accordance with the instructions (e.g.: Design information, specifications, plans, models or regulations for storage or transport) of the customer.

11.3 When using or passing on the product, the customer is obliged to observe the instructions for use, technical customer documentation (including safety-related conditions of use (SAB conditions), the warnings and other presentations of the product by BRAVE Analytics and to refrain from any improper manipulation of the product (e.g. disassembly, modification, heating, improper storage or transport or any other negative impact on product safety). Such improper manipulations and improper use of BRAVE Analytics' products by the customer must not be expected by BRAVE Analytics. The customer is obliged to pass on the product presentation, the warnings and other product information by BRAVE Analytics in full to its customers or to the persons to whom he/she leaves the product for use. In the event that the customer passes on products of BRAVE Analytics, the customer is obligated to fully bind the obligations agreed in this provision to its customers and also to transfer them to all other customers. This obligation to transfer shall also apply if the customer or another customer of the products of BRAVE Analytics uses them for the manufacture of other products and puts these other products on the market.

11.4 If the customer becomes aware of circumstances, by whatever means, which make the products of BRAVE Analytics appear to be defective within the meaning of the PHG, the customer shall be obliged to notify BRAVE Analytics thereof without undue delay.

11.5 If the customer manufactures new products from the products of BRAVE Analytics, the customer is obliged to ensure (in particular on the products and - where this is not possible due to the nature of the product - on their packaging) that the product is marked in such a way that everyone can clearly see that neither BRAVE Analytics nor the suppliers (subcontractors) of BRAVE Analytics are manufacturers. The labeling of the goods manufactured by the customer from the products of BRAVE Analytics must rather be done in such a way that it is clear who the manufacturer is.

11.6 If the customer violates an obligation set forth in these General Terms and Conditions of Sale and Delivery, in particular an over-commitment obligation, the customer shall indemnify and hold BRAVE Analytics harmless against all claims of third parties, insofar as they would not exist if this obligation were complied with.

11.7 In the event of any defects of title as well as in the event of any claims against the customer or directly against BRAVE Analytics, the customer shall indemnify and hold BRAVE Analytics harmless regardless of fault. In this case, the customer shall also assume all costs incurred thereby, in particular the costs of any necessary legal action, and undertakes to provide BRAVE Analytics with all relevant documents.

## **12 Recall**

12.1 In case of indications for a necessary recall of BRAVE Analytics products resulting from a defectiveness of the delivery items, the customer shall immediately comment on this and undertakes towards BRAVE Analytics to provide all necessary information and appropriate documents, as well as to always inform BRAVE Analytics about any safety risks. The customer expressly undertakes to carry out any necessary recall actions. In case of transfer of products or parts of products of BRAVE Analytics by the customer, the customer is obliged to transfer the information and recall obligations in full to its customers.

12.2 In the event that BRAVE Analytics is obliged to conduct a recall action pursuant to the provisions of the Product Safety Act (PHG) or the Product Safety Act (Produktsicherheitsgesetz), the customer shall indemnify and hold BRAVE Analytics harmless with regard to all expenses arising from or due to a recall action of goods or products in which the delivery items (of BRAVE Analytics) are integrated. Insofar as the customer is obligated to a recall or carries it out, BRAVE Analytics shall in any case be indemnified and held harmless by the customer.

## **13 Withdrawal from the Customer Contract**

13.1 The customer or BRAVE Analytics shall be entitled to withdraw from the customer contract (= purchase contract) in the cases stipulated in these GTC and the statutory cases. In addition to these cases already mentioned in the GTC, BRAVE Analytics is also entitled to withdraw from the contract without liability,

- if the delivery, the beginning or the continuation of the service is impossible for reasons for which the customer is responsible or is further delayed despite a grace period;
- if insolvency proceedings are instituted against the customer's assets or are dismissed for lack of cost recovery, provided that rescission is permissible under the applicable insolvency provisions.

13.2 The rescission of BRAVE Analytics may also be declared with respect to an outstanding part of the delivery or service for one of the reasons set forth in Section 13.1.

13.3 Without prejudice to any claims for damages, BRAVE Analytics shall be entitled in case of withdrawal to payment for the deliveries or services already provided, as well as for the preparatory actions performed with regard to the customer contract.

13.4 The assertion of claims due to error as well as lapse or change of the business basis by the customer is excluded.

## **14 Intellectual Property**

14.1 All intellectual property - such as, in particular, patent rights, know-how, trademark and other identification rights, design and utility model rights, copyrights and ancillary copyrights - in the products covered by a delivery order as well as in improvements and developments thereto, irrespective of the type and irrespective of whether registered or not, shall remain with the respective licensor.

14.2 The customer is prohibited from rebuilding the products covered by a delivery order itself or having them rebuilt, or from carrying out reverse engineering on the products for this purpose. It is irrelevant whether the products covered by a delivery order are subject to industrial property rights or whether such industrial property rights do not (no longer) exist.

14.3 If claims are asserted against the customer by third parties due to an infringement of intellectual property by products covered by a delivery order, the customer shall immediately notify BRAVE Analytics thereof in writing, enclosing all information and documents available to it in this respect. In this case, BRAVE Analytics shall be entitled, after written notice to the customer, to decide at its own expense on the measures required for legal defense against the third parties, whether extrajudicial or judicial, and to give the customer the necessary instructions for this.

14.4 The customer shall notify BRAVE Analytics without undue delay of all infringements of BRAVE Analytics' intellectual property rights of which it becomes aware in the course of its business activities, enclosing all information and documents available to it in this respect.

14.5 The customer shall indemnify and hold BRAVE Analytics harmless in the event of any claims by third parties due to infringement of intellectual property rights based on documents, drawings, models and other documents provided by the customer to BRAVE Analytics.

## **15 Technical Application Advice**

Any technical advice by BRAVE Analytics, whether verbal or in writing, is non-binding and does not release the customer from its own obligation to inspect a delivery for its suitability for the intended use of the goods.

## **16 Fair Competition, Trade Control and Compliance**

16.1 The customer shall observe the rules of fair competition and act in good faith towards BRAVE Analytics.

16.2 The customer shall comply with U.S., EU and all other applicable laws regarding economic sanctions and export controls, including laws administered and/or enforced by the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce and the European Union. Upon request, the customer shall provide BRAVE Analytics with confirmations of compliance with these regulations.

16.3 The customer undertakes not to offer, promise, grant or solicit, directly or indirectly, any improper payments or other benefits in the course of the performance of its obligations and/or the provision of services under this Agreement. The customer warrants that these provisions shall apply to and be observed by all employees, officials and business partners.

16.4 The customer undertakes to indemnify and hold BRAVE Analytics, its customers, sales representatives and/or other suppliers harmless in case of violation of the rules of fair competition and/or breach of contract of any kind. The customer shall bear all costs arising from BRAVE Analytics' participation in legal proceedings in connection with the violation of the rules of fair competition and/or breaches of contract of any kind.

## **17 Limitation Period**

The limitation period for claims due to defects of deliveries of BRAVE Analytics as well as for claims for damages and other claims against BRAVE Analytics is 24 months.

## **18 Place of Performance, Place of Jurisdiction and Applicable Law**

18.1 The place of performance for all obligations arising from the business relationship is 8010 Graz, Austria.

18.2 The place of jurisdiction is Graz.

18.3 The contract shall be governed by Austrian law to the exclusion of the conflict of laws rules. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. Unless otherwise agreed in writing, the INCOTERMS in the latest valid version shall apply to the interpretation of the contractual clauses used.

## **19 Secrecy, Data Protection**

19.1 The customer undertakes to maintain secrecy with regard to information coming to his/her knowledge in connection with the order about BRAVE Analytics or the subject matter of the order, unless such information is generally or otherwise lawfully known to him/her. If

the customer uses a third party to fulfill its contractual obligations, it shall contractually obligate such third party to maintain the corresponding confidentiality.

19.2 The same shall apply to personal data concerning BRAVE Analytics or third parties, information pursuant to Section 38 of the Austrian Banking Act [BWG] and the like, which come to the knowledge of the customer in connection with the order of BRAVE Analytics. The customer shall protect all such information and results, in particular from access by third parties, comply with data secrecy pursuant to Section 6 of the Data Protection Act [Datenschutzgesetz [DSG]] and likewise oblige its employees involved in the same to observe the corresponding secrecy.

19.3 BRAVE Analytics processes personal data in accordance with its privacy policy, which can be accessed here: <https://www.braveanalytics.eu>.

## **20 Miscellaneous**

20.1 When using and/or reselling the goods of BRAVE Analytics, the customer shall be responsible for compliance with all relevant statutory and regulatory provisions.

20.2 The assignment of claims of the customer against BRAVE Analytics requires the express and written consent of BRAVE Analytics and is ineffective in the absence of such consent. BRAVE Analytics is entitled to transfer rights and obligations under the customer contract to another company of the BRAVE Analytics group. The customer shall not be entitled to terminate the Agreement due to such a transfer.

20.3 Declarations and notifications by BRAVE Analytics or the customer based on these GTC or the customer Agreement, such as notices of defects and the like, must be made in writing in German or English to be effective. These shall be deemed to have been effected if they are sent to the address last given to the other party. In the case of declarations subject to deadlines, such declarations must be demonstrably received by BRAVE Analytics no later than on the last day of such deadlines.

20.4 Should individual provisions of these GTC or of a customer contract be or become invalid, unenforceable or unlawful in whole or in part, this shall not affect the validity of the remaining provisions and the validity of these GTC and of the customer contract. In place of the invalid, unenforceable or illegal provisions, those valid, enforceable and legally compliant provisions shall be deemed to have been agreed which come as close as possible to the economic objectives intended by the invalid, unenforceable or illegal provisions.