

GENERAL TERMS AND CONDITIONS OF BUSINESS

Preamble

Microdain GmbH, Geiselbergstrasse 17/2/6, A-1110 Vienna, Austria („Microdain“) develops and distributes digital solutions to optimize the shopping experience of stationary customers and to enable and improve digital customer communication. The product portfolio includes electronic price labelling, dynamic digital signage indoors and outdoors, digital room signage and access management, whereby above all the selfdeveloped products and their management and control systems offer added value for the customer. This know-how ensures that the above products are easy to use and at the same time enables us to differentiate ourselves from providers of digital solutions and from pure hardware manufacturers. The unique advantages are the extreme reliability, the modular design as well as the easy operation, installation and maintenance.

§ 1 Definitions

Terms and Conditions: These General Terms and Conditions, as amended from time to time, are available online from www.microdain.com.

Intellectual Property: All proprietary and intellectual property rights, including copyrights, trademarks and trade dress, and proprietary know-how of Microdain.

Functional description: Products and services according to Microdain's offer and data sheet.

Customer/Contractual Partner: Any natural or legal person who has a business relationship with Microdain on the basis of these GTC.

User Agreement: The legal transaction between Microdain and the Contracting Parties exclusively based on these GTC.

Product /Product Range: A product from Microdain's product range including manufacturer products; Product Range includes Microdain's entire range of hardware and software products.

Software: Software from the Microdain product portfolio.

§ 2 Scope of application

(1) The GTC as amended from time to time regulate the legal and economic framework of the usage contract between Microdain and the Customer. Contractual deviations from the GTC require the express written consent of Microdain in each individual case.

(2) The GTC are only binding between Microdain and the contracting parties. Legal effects and claims etc. based on a contract for the benefit of third parties or with protective effect for third parties do not result from the GTC, unless otherwise expressly agreed. Any (business) conditions of a Contract Partner do not automatically become part of the contract and are only valid if Microdain accepts them in writing in each individual case.

§ 3 Offer and conclusion of contract, cost estimate

(1) Contracts with Microdain are concluded by offer and acceptance. In any case, the order of a product is considered as an implied acceptance of the services offered by Microdain under the legal and economic conditions of these GTC.

(2) Offers by Microdain for the conclusion of a contract are always subject to change. Products and services advertised in the online offer, on brochures or other documents and advertising materials do not constitute a binding offer. A guarantee of quality shall only be accepted if it has been expressly designated and agreed as such.

(3) Microdain is entitled to refuse the conclusion of a contract with the Customer or to withdraw from it at any time:

- a) there are reasonable doubts as to the identity, legal capacity or legal personality of the contracting party or the power of representation of a (natural or legal) person acting on its behalf;

b) there is a reasonable suspicion of improper use of the products or other circumstances exist which would make the establishment or maintenance of a contractual relationship unreasonable from Microdain's point of view.

§ 4 Subject matter of the contract and scope of services

(1) Type and scope of Microdain's services are based on the service description defined between Microdain and Customer. Customer shall provide any necessary test data and sufficient test facilities in a timely manner at its own expense.

(2) The Customer is aware of the essential functional and performance characteristics of the Products; he himself bears the risk that a Product may not meet his wishes and/or (operational) needs. The technical possibilities and conditions of use of the Products are specified in the offer or in the data sheets of Microdain („Functional Description“).

(3) Changes of the order volume or the service description by the Customer constitute a new offer and require the prior consent of Microdain.

(4) Should the impossibility of service provision by Microdain be due to a failure of the Customer or a non-accordant change of the service requirements, the costs and expenses incurred for the activity of Microdain up to that point as well as possible dismantling costs are to be reimbursed by the Customer.

§ 5 Services / Duties of the Contracting Parties

(1) The contractual partner is prohibited from using software, data or technical equipment that could potentially impair the functionality of products in any way.

(2) Contractors have to inform Microdain immediately in writing about any changes of their company and its legal form as well as address.

(3) Changes of the system requirements within the sphere of influence of a Contractual Part-

ner shall be notified by Microdain in due time prior to service provision. If necessary, the Contractual Partner shall also provide all documents, information and facilities from his sphere, which are necessary for the provision of services by Microdain, in due time and free of charge.

(4) The Customer grants Microdain the right, in case of an existing company, to include the company name or a possible logo or trademark in a partner or reference list as well as to publicly announce the business relationship with Microdain.

§ 6 Acceptance and troubleshooting

(1) The Customer accepts the contractual services of Microdain under the conditions specified in the service description. The functionalities and characteristics of the products (hard- and software) can be seen in the functional description according to § 4 (2). By ordering products (hardware and software), the Customer confirms his knowledge of the scope of services (see § 4).

(2) Upon delivery, the Customer shall subject the products to a thorough functional test. Microdain must be notified of any defects, program mal-functions or other application errors of the product used that occur during the functional test within 5 (five) working days after delivery. Hidden defects of the product have to be re-reported within 3 (three) working days after the defect has been detected. Notification of defects shall first be made electronically by e-mail to support@microdain.com and then in writing to Microdain's business address, stating in detail (i) the nature of the defect, (ii) the application in which the defect occurred and (iii) any measures already taken to remedy the defect.

(3) In the event of a complaint, (i) a contact person at the customer's must be named and (ii) a detailed de-scription of the fault that has occurred must be pro-vided. After the rectification of the de-fect, a new acceptance by the customer is required.

(4) If the Customer does not accept contractual services in due time in an unjustified manner or if the Customer is responsible for any deficiency in the provision of services, Microdain shall be compensa-ted for the resulting damage.

§ 7 Copyright and use

(1) When licensing the software / software applications, the customer shall be granted a non-exclusive, non-transferable license to use the work in question, limited in terms of subject matter and time for the duration of the respective contrac-tual relationship software/application take.

(2) All copyrights to the software or the respective application as well as the contractually agreed services (programs, documentation, etc.) are currently and remain after the conclusion of the contract the un-restricted property of Microdain and, if applicable, their licensors (manufacturers). All specifications, further developments and adapta-tions of the soft-ware (applications) or programs and functions based thereon resulting from the con-tractual relationship with Customer shall become the intellectual proper-ty of Microdain or its licen-sors (manufacturers) up-on their creation. This also includes those rights that may arise worldwide from copyright or other intel-lectual property rights.

(3) Within the scope of his contractual use, the customer is not entitled to edit, change or otherwise model the software, to pass it on to third parties, to combine it with other programs or to translate it back into another form of representation (decom-pile). The removal, circumvention or modification of copying or protection mechanisms, program elements serving digital rights management (DRM), security codes or features serving to iden-tify the software (proprietary notices, trademarks, copyright notices) is also pro-hibited.

(4) The customer is not entitled to use the software applica-tions and/or the (entire) software outside the con-tractually defined purposes or to enable third par-ties (§ 228 para. 3 UGB) who do not belong to the customer's business to use the software/software applications or to temporarily or permanently trans-fer them to third parties

(5) Customer shall indemnify and hold Microdain harmless for any noncompliance with the present Terms of Use, in particular for any infringeme-nt of copyrights or oth-er intellectual property rights of Microdain or third parties, whereby in such a case full satisfaction shall always be provided. Reference is made to the existing licensing regulations.

§ 8 Prices, delivery, terms of payment

(1) For the provision of the services described in § 4 (2) including the delivery of pro-ducts as well as the granting of rights of use to the software (the software applications) or the provision of hardware components from the product range, Microdain charges a service fee to the Customer, whe-reby product-specific prices and license fees can be obtained upon request for quotation, from the web-site as well as specific product cata-logs, if available. Microdain's pricing is based on industry standard billing costs. Payment terms and interest on arrears can be announced sepa-rately, but in principle a payment term of 14 days from the date of invoice and interest on arrears of 9.2% above the base rate apply.

(2) The place of performance is the registered office of Microdain

(3) Delivery:

(a) The risk of damage or loss of the goods shall pass to the customer upon handover to the transport person.

(b) For data, the risk of loss or alteration of the data when downloading and sending via the Internet is transferred to the Contractual Partner when the data crosses Microdain's network interface.

(c) partial or instalment deliveries are permissible subject to any agreement to the contrary, whereby these terms and conditions of sale and delivery shall apply to each partial delivery. In the event that partial payments are agreed, a loss of delivery date shall occur if even only one partial payment is made unpunctually and not in the full amount. In the event of a missed deadline, the entire out-standing amount is immediately due for payment. In case of default Microdain has the right to take custody of the goods delivered under retention of title without withdrawing from the purchase contract until the entire claim including additional costs is fully covered.

(d) Ownership of the goods delivered shall not pass to the customer until payment in full, including any interest due or other claims. All deliveries are therefore subject to retention of title.

(e) Services including the training and familiarisation of employees of the contractual partner shall be charged according to the agreed hourly rate or according to the agreed flat rate. For services rendered on Saturdays/Sundays and other times outside normal working hours as well as on public holidays, a surcharge pursuant to Section 10 (1) (1) of the Working Hours Act shall be charged, based on the agreed hourly rate.

unless expressly agreed as binding, nonbinding and are always understood as the estimated time of provision and handover.

(2) Withdrawal from the contract due to delay in delivery is only possible by setting a reasonable - at least 4 weeks - grace period. The withdrawal is to be asserted by means of a registered letter. The right of withdrawal shall only apply to the part of the delivery or service in respect of which there is a delay

§ 10 Warranty

(1) Microdain's performance shall be based on generally accepted industry standards and practices. Microdain warrants that the Products will be in working order at the time of performance and will conform to the usual assumed characteristics and state of the art at that time. The Customer is aware that it is not possible to provide a completely error-free computer service due to program errors according to the state of the art.

(2) Furthermore, Microdain guarantees within the scope of the legal provisions that the rights of use granted to Customer according to § 7 (1) allow a contractual use of the products/software. In case third parties assert claims or property rights against Customer, Customer has to inform Microdain immediately. He may not acknowledge the claims of third parties on his own. Microdain shall, at its own discretion, defend or satisfy the claims or replace the affected service with an equivalent service corresponding to the order, if this is acceptable to Customer.

(3) Microdain does not provide any warranty for errors or for any other failure of performance,

(a) which are based on errors of the hardware, the operating system or the software of other manufacturers not attributable to the sphere of Microdain;

§ 9 Delay

(1) The delivery periods and dates shall be observed by Microdain as far as possible: They are,

(b) which were caused by application errors of any kind or improper operation on the part of the customer and which could have been avoided with proper and careful use;

(c) as a result of (i) modified operating system components, interfaces and parameters, (ii) use of unsuitable organisational means and data carriers, insofar as such are prescribed, (iii) atypical operating conditions (in particular deviation from the installation and storage conditions) and (iv) transport damage;

(d) due to force majeure, including but not limited to virus attack or other external events beyond Microdain's control such as fire, accidents, power failure, etc.;

(e) due to transmission errors on data carriers, on the Internet or in the network (LAN / WAN)

(2) A warranty that a product is suitable for a specific purpose intended by the customer is excluded.

(3) The existence of defects must be proven by the contractual partner. Section 924 ABGB shall not apply

(4) § 933b ABGB shall not apply.

(5) In case of defects duly and justifiably notified by Customer, Microdain may, at its option, (i) remedy the defect or (ii) replace the defective Product. The warranty period on Products is 6 (six) months.

§ 11 Software support and maintenance

The software support provided by Microdain to Customer as well as the performance of maintenance work shall be agreed upon separately.

§ 12 Liability and compensation

(1) Microdain shall be liable within the scope of the statutory provisions for damages to the Customer caused by organs, employees, vicarious agents or other persons contractually commissioned to provide services to the Customer only insofar as intent or gross negligence can be proven. Liability for slight negligence is excluded, subject to damage to life and limb.

(2) Microdain's liability for data or software destruction shall only be considered if Customer has fulfilled his contractual obligations for the proper use of the Software.

(3) Possible recourse claims, which the customer himself or third parties direct against Microdain from the title of product liability in the sense of the Product Liability Act (PHG), are excluded, unless the respective person entitled to recourse proves that the defect was caused in the sphere of Microdain.

(4) Events of force majeure, which make the provision of contractual services significantly more difficult or impossible, entitle Microdain to postpone the fulfillment of its obligations by the duration of this hindrance as well as a reasonable startup time.

(5) In the case of business transactions, any claims for damages of the Customer against Microdain become time-barred three months after knowledge of the damage and the damaging party.

§ 13 Data protection and confidentiality

(1) Microdain collects and processes personal data in accordance with the Privacy Policy. The current privacy policy is available at www.microdain.com.

(2) Customer is exclusively responsible for all personal (user) data transmitted, used or processed by Microdain in the context of service provision, be it sensitive data in the sense of § 4 Data Protection Act 2000 or non-sensitive data. Customer is obligated to obtain the consent of the persons concerned before processing (personal) data and to indemnify and hold Microdain harmless against any claims of third parties in case of infringement.

(3) Microdain as well as the Customer shall treat all business and trade secrets of the other party, which become known to it in the course of the business relationship, confidentially. Microdain points out that confidentiality for data, information, etc. transmitted un-encrypted on the Internet cannot be guaranteed.

(4) Upon termination of the business relationship, Customer shall return to Microdain or destroy all confidential documents received in the course of the execution of the contract.

(5) These confidentiality obligations shall apply beyond a period of five years after termination of the business relationship.

§ 14 Final provisions

(1) These GTC are subject to Austrian law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. For any disputes arising from or in connection with the GTC, the jurisdiction of the court having subject matter jurisdiction at the registered office of Microdain is agreed.

(2) Should any provision of these Terms and Conditions be or become legally ineffective or unenforceable in whole or in part, this shall not affect the legal effectiveness of all other business provisions. The contracting parties shall replace the le-

gally invalid or unenforceable provision with a valid and enforceable provision which, in accordance with the content and purpose of the legally invalid or unenforceable provision, comes as close as possible.

(3) Amendments or supplements to a contract must be made in writing. This also applies to the amendment of the written form requirement.

(4) A set-off against our claims with counterclaims of any kind whatsoever is excluded.

(5) The use of subcontractors is always permitted.

(6) Only the German text of the present General Terms and Conditions is binding, the English translation is for information purposes only.