



# TERMS AND CONDITIONS

Status: November 2024

## PRICES AND TERMS OF PAYMENT

All prices are net and quoted in EUROS (€). The legal sales tax shall be invoiced additionally at the current statutory level. All fees and taxes shall be borne by the contracting partner. All payments must be made free of any expense or deductions according to the terms of payment after the invoice date to the AGILOX Services bank account specified on the invoice. In the case of delay in payment AGILOX Services GmbH shall be entitled to take the goods delivered into safekeeping retaining title without withdrawing from the contract until the amount receivable including the additional expenses has been paid in full. AGILOX Services GmbH does not offer discounts or rebates. Deliveries or services exceeding the offer shall be invoiced at cost according to the prices and rates (for services) agreed upon in Article Rates for supply of services. The contracting partner undertakes to ensure compliance with special provisions of law, for example official authorizations, at its own expense. Additional costs incurred due to special provisions of law or realities as well as regulatory requirements are not included in the package price and must be paid by the contracting partner. **The MINIMUM ORDER VALUE is € 150,00.**

## NON-APPLICABILITY OF ANY GENERAL TERMS AND CONDITIONS

AGILOX Services GmbH declares that it will conclude a contract exclusively on the terms set forth in this Quotation and does not accept the General Terms and Conditions of the contracting partner. Such terms and conditions will only be deemed agreed upon if AGILOX Services GmbH accepts them expressly in writing.

## ACCEPTANCE and PARTIAL INVOICES

The contracting partner is obligated to accept the goods and services supplied by AGILOX Services. Services will be deemed to have been accepted when the services are actually performed. For partial shipments partial invoices can be made every time. When partial payments are agreed, default will occur if even one partial payment is not made by the applicable payment date or made in full. In the event of default the full outstanding balance will be due for immediate payment. In the

event of default AGILOX Services GmbH will also have the right to take the goods delivered into safekeeping retaining title without withdrawing from the contract until the amount receivable including the additional expenses has been paid in full.

## **RETENTION OF TITLE**

AGILOX Services GmbH retains legal ownership of the goods until payment is made in full. If the goods have not been paid in full, subsequent sale, pledge, leasing or a similar transfer by the contracting partner for valuable consideration or free of charge shall only be permitted if AGILOX Services GmbH has been informed of this intention sufficiently long in advance, disclosing the name and/or company and detailed (business) address of the purchaser and if AGILOX Services GmbH expressly gives its consent to the sale in writing. If AGILOX Services GmbH gives its consent, the purchase price claim shall be deemed to have been assigned to AGILOX Services GmbH already now, and AGILOX Services GmbH shall have the right to notify the third-party debtor of such assignment. It is understood that when goods are used in the manufacture of a new product that is owned by the contracting partner, the contracting partner will provide AGILOX Services GmbH with joint ownership in the new product and keep it safe, free of charge, for AGILOX Services GmbH. The share in ownership held by AGILOX Services GmbH shall be based on the proportion of the value of the goods subject to retention of title to the value of the new product. AGILOX Services GmbH must be informed immediately of any attachment or confiscation of the goods subject to retention of title by third parties. Costs thereby incurred shall be borne by the contracting partner in any case, unless they must be borne by a third party. (INTELLECTUAL PROPERTY) RIGHTS All (intellectual property) rights to any service supplied by AGILOX Services GmbH are expressly due to AGILOX Services GmbH or its group companies. The contracting partner will be granted rights of use to the extent of the agreed services for its own purposes when the contract is concluded. The contracting partner is not allowed to re-license, change, publish, rent out or lease any services rendered and/or supplied by AGILOX Services without the express written consent of AGILOX Services GmbH or to make them accessible to others via networks or in any other way for valuable consideration or free of charge or to analyze its workings (reverse engineering).

## **EXCLUSION OF LIABILITY**

Any liability of AGILOX Services GmbH and all persons associated with it is excluded in all cases coming into consideration, except in cases of mandatory liability due to deliberate action or gross negligence. In cases of slight negligence AGILOX Services GmbH assumes liability exclusively for personal injuries. Any liability of AGILOX Services GmbH for damage not typical for the contract, direct / indirect damage caused by a defective product, particularly lost profit, loss of anticipated savings, production downtime and/or disruption and other financial losses, is excluded - except in cases of deliberate action or gross negligence by AGILOX Services GmbH. Claims from warranty cease to exist after lapse of six months of the date on which the damage and at-fault party become known to the contracting partner. Moreover, AGILOX Services GmbH assumes liability exclusively within the scope of its third-party liability insurance in direct connection with its scope of supply and performance per damage event with the sum paid out under the liability insurance policy. Works exceeding the scope of work as per contract may only be performed after obtaining the express written consent of AGILOX Services GmbH. AGILOX Services GmbH will not be liable for works performed by persons employed by it to perform work here under unless such works are included in the scope of performance ordered. The contracting partner must ensure proper and full state-of-the-art data backup and provide AGILOX Services GmbH with evidence thereof at request. Software supplied by AGILOX Services GmbH must be installed in a testing environment before it is installed in the system of the contracting partner, testing whether it works and is practicable in the company of the contracting partner. If there is a breach of this backup and testing duty, any liability of AGILOX Services GmbH will be excluded, and the same applies in the event of failure to meet the inspection and maintenance obligations.

## **NO RE-EXPORT TO RUSSIA AND BELARUS**

(1) The contracting partner shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 as amended. Regarding Belarus, the same applies to goods that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006 as amended.

(2) The contracting partner shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The contracting partner shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and AGILOX Services GmbH shall be entitled to seek appropriate remedies, including, but not limited to:  
(i) termination of this Agreement; and  
(ii) a penalty of 10% of the total value of this Agreement or price of the goods exported, whichever is higher.

(5) The contracting partner shall immediately inform AGILOX Services GmbH about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The contracting partner shall make available to AGILOX Services GmbH information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

## **CONFIDENTIALITY**

The contracting partner is obligated to keep all circumstances relating to the business of AGILOX Services GmbH and its group companies that become known to it, secret, including, but not limited to, all trade and business secrets. The contracting partner must not exploit such information or make it accessible or provide it to third parties. This obligation shall survive any termination of the relationship between the parties and must also be imposed on employees, group companies and other assistants of the contracting partner.

## **DATA PROTECTION**

The parties undertake to comply with the applicable data protection acts as amended from time to time and other relevant associated statutory regulations.

## **PLACE OF JURISDICTION**

The parties submit all their disputes arising out of this Quotation to the exclusive jurisdiction of the competent Courts of the company domicile of AGILOX Services GmbH.

## **GOVERNING LAW**

The Quotation is governed exclusively by the laws of Austria excluding its conflict of laws rules. The UN Convention on Contracts for the International Sale of Goods is excluded.

## **MISCELLANEOUS**

Any purchase orders, amendments of or supplements to a contract must be in writing. The same applies to a change of the requirement of written form. Offsetting claims by AGILOX Services or its group companies against counterclaims of any kind whatsoever is excluded unless such counterclaims are expressly recognized by AGILOX Services GmbH in writing or a determination of insolvency is made by a court. Withholding rights or any other rights to withhold performance on the part of the contracting partner are excluded. If any provision hereof is held invalid or unenforceable, whether in whole or in part, the validity of all other provisions shall not be affected thereby. The parties hereto shall replace the invalid or unenforceable provision by a valid and enforceable provision coming as close as possible to the content and purpose of the invalid or unenforceable provision.