

## TERMS AND CONDITIONS

### Scope of Application

These Conditions apply fully, unless agreed otherwise in writing. Decotime (also: "We/Us") shall not be bound by contrary or deviating Ordering Party conditions, even if We do not explicitly contradict these or carry out delivery without objection to contrary conditions. Our Terms and Conditions apply – insofar as not otherwise agreed in the respective Contract on Principle Service – for all future Ordering Party Orders, irrespective of whether We refer to them in each individual case.

In case of conflicting provisions the following ranking order applies:

- a) Our written Order Confirmation
- b) Our Quotation
- c) Our General Terms and Conditions

### Scope of Services and Contract Conclusion

Our Services are subject to change. An Order shall be deemed accepted only once We have confirmed such in writing. The content of Our Order Confirmation is binding. We consider ourselves assigned only after down-payment has been received.

### Date of Delivery

The date of delivery stated in Order Confirmation is non-binding, unless explicitly agreed otherwise in writing. The term of delivery commences with the date of Order Confirmation despatch or with the arrival of agreed down-payment, however, not before thorough clarification of all technical details.

The term of delivery shall be extended if unforeseen, extraordinary or inevitable incidents of any kind occur, especially strikes, including illegal strikes, lockouts, as well as late self-delivery; likewise applies if these incidents occur during an existing delay. The Ordering Party shall immediately be notified of such in writing. In the case of delayed delivery We effect, the Ordering Party shall allow for an appropriate grace period before asserting His rights due to delay.

If grace period is not met, the Ordering Party may assert compensation of 0.5% of value of Goods to be delivered per full week of further delay, for the entire term of delay, however, not exceeding 8% of value of Goods to be delivered; additional claims are excluded.

If the Contract constitutes a fixed transaction according to § 376 HGB (Commercial Law Code), then Ordering Party shall allow for a grace period in case of delivery delay. Only if grace period is not met, may the Ordering Party withdraw from the contract in writing under exclusion of all further rights. We cannot be charged in any manner for delivery delays due to delayed receipt or non-receipt of down-payment.

### Passing of Risk

Risk passes onto Ordering Party as soon as Goods have left factory or warehouse; this also applies to partial deliveries. Transport risk is not covered by insurance. Shipment shall be effected by order of Ordering Party, unpaid for.

### Return Consignment

Return consignments may only be effected with Our preceding consent as freight-paid consignment. All costs incurred through delivery, retraction, reconditioning, and repacking shall reduce client product credit, which is 20% of the assessed product value; this does not apply in case of legitimate withdrawal from Contract by Ordering Party.

### Prices, Payment Terms

Our Offers remain subject to change regarding price, amount, term of delivery, unless such entities are explicitly labelled as binding.

Prices are net values, ex works or ex stock, not packed. Applicable VAT shall be added. If cost factors which are decisive for price formation (e.g. material costs, wages, freight costs) increase until date of Delivery/Service, We reserve the right to adapt the prices.

In case of extended service periods We reserve the right to invoice partial settlements. In case of default in payment We are authorised to prohibit further utilisation of supplied equipment with immediate effect, and to promptly cease Services, even during ongoing events and without liability for Third Party claims towards Contractor.

Unless otherwise agreed, 50% of gross order total of Our invoices are due upon Order Placement, at the latest before assembly or leasing commences, final payment is due net within 10 days of invoice issue. In case of default in payment 12% default interest plus statutory VAT shall be charged by this agreement. Furthermore, the Contractor is obliged to reimburse for any reminder and collection expenses.

Cancellation fees for Services ordered in writing or orally amount to 25% of total order amount for cancellations issued 14 days before Contract commencement, 50% if issued between 14 and 8 days, and 100% if issued less than 8 days before Contract commencement.

The retention of payments or set-offs based on any counter-claims by Contractor

shall be excluded.

The respective signatory shall be authorised by the Contracting Company to entitle and commit the Company in such concerns.

The entitlements of Decotime exist independently of an event's economic success. In case of premature termination of Service Contract due to conduct effected by Contractor, We are entitled to charge the service fee for the entire initially stipulated contractual service duration. Further claims for compensation by Us remain unaffected hereof.

All official inspections and safety approvals, as well as the provision of required electrical connections shall be effected by the Contractor and operated, as does electricity use, at His expense. Duties for any performance rights for copyrighted material shall be born by Contractor.

Latency periods not effected by Decotime shall be charged without exception.

If Ordering Party is not identical with Contractor, or if Ordering Party wishes invoicing to be issued to His Contractor, and delayed payment or payment default occurs, Decotime may summon Ordering Party to payment.

### Copyright

We reserve the property rights and copyright for all offers, concepts, diagrams, schedules and other project-related documents. These may not be made accessible to Third Parties.

### Measurements and Documentation

General technical specifications (e.g. dimensions, strain capacity and weights in brochures and material registers) shall be treated as approximate values in case of doubt.

We assume no responsibility for the correctness of deliveries effected by Ordering Party's plans and technical specifications, neither shall We undertake investigations regarding existing patents or utility patents. The Ordering Party assumes responsibility therefore. Furthermore, We shall assume no responsibility for the structural stability of plans instituted by Ordering Party. Our employees' technical advice is limited to the use-case solutions provided in Our technical booklets. We assume no responsibility for advice over and above these unless such is explicitly confirmed in writing. Construction is subject to alteration, whereupon no restriction of proper operating function shall occur. Offers made on the basis of inaccurate concept plans or documents are not of fixed-price status for Decotime and are subject to amendment at all times.

### Retention of Title

We retain ownership of property until all payments from concluded Delivery Contracts have been received. Ordering Party shall surrender to Decotime all purchase price claims towards His Purchasers for sale of Goods delivered subject to retention of title. Ordering Party is authorised to withdraw these ceded claims. This does not effect Our entitlement to withdraw these claims Ourselves. Ordering Party commits to impart ceded claims and debtors thereof on request, to report all specifications necessary for withdrawal and to notify debtors of cession in writing. Ordering Party may neither pledge Goods delivered subject to retention of title nor undertake cession by security. Ordering Party shall immediately inform Us of levies of execution or other intrusions made upon them by Third Parties. Ordering Party is obliged to return Goods to Us on request in case of Ordering Party conduct deemed contrary to Contract. If Goods are sold in combination with other goods not owned by Us, Ordering Party's claim towards His purchasers, amounting to the purchase price claims stipulated between Decotime and the Ordering Party upon conclusion of the respective Delivery Contract, shall be deemed as assigned to Us. If Our property subject to retention of title succumbs due to installation, Ordering Party shall assign to Us eligible claims for compensation towards His Purchasers amounting to Our purchase price claim. We shall release relevant securities if the claims to be secured are exceeded by more than 20%.

### Packaging, Corrosion Protection, Shipping

Packaging demanded by Contractor or considered necessary by Decotime shall be charged at net cost price. Risk passes on to Ordering Party upon transferral to carrier or freight forwarder, at the latest upon departure from factory. We shall be obligated to procure transport insurance only in case of explicit demand for such by Ordering Party. Expenses shall be born by Ordering Party.

### Delivery Periods, Date of Delivery, Delay of Delivery

The stipulated Delivery/Service periods apply only in case of timely, complete clarification of all contract details, timely provision of necessary national and foreign magisterial certification, as well as timely receipt of agreed payment. Furthermore, the periods and deadlines apply solely in case of total contractual fulfilment by Ordering Party. In case of carriage-paid or freight-paid delivery the agreed delivery periods and deadlines refer to the date of departure ex works or ex warehouse.

If We are constrained in the fulfilment of Our obligations due to Force Majeure

or occurrence of unforeseeable events, which We are unable to avert through reasonable care within Our company (such include strikes, lockouts, as well as supplier delays), the periods and deadlines shall be extended by the duration of obstruction as well as a reasonable start-up period. We may withdraw from the Contract should the Delivery/Service become impossible or unreasonable due to obstruction.

Ordering Party has no further entitlements, especially none to claims for compensation, even in case of withdrawal from Contract.

#### **Guarantee**

Defects shall be communicated to Decotime in accordance with § 377 HGB (Commercial Law Code), immediately and in writing, at the latest within one week of Delivery/Service. The Notification of defects does not entitle Ordering Party to withhold invoiced amounts. We shall correct or retract deficient Delivery/Service at Our option and provide faultless replacement. We may credit the appropriate amount of reduced value. Before exercising His right of abatement, Contractor must, on all accounts and in writing, set Decotime a reasonable period for correction. Liability above and beyond such, especially for consequential damages, shall not be assumed.

All Guarantees on Our part expire unconditionally, in case of

- a) Improper handling, processing or modification by Ordering Party or Third Party of Objects delivered by Us;
- b) Defects effected by weather influences due to improper storage;
- c) Defects effected by non-adherence to Our technical instructions concerning treatment and handling of Objects delivered by Us;

- d) Assumption of guarantee towards Ordering Party by Our Preliminary Supplier.
- e) Failure of Ordering Party to adhere to His contractual obligations
- f) Defects which are effected due to a construction or technical solution desired by Contractor despite deviating considerations imparted by Decotime regarding impropriety or unreasonableness of such enterprise.

All Ordering Party guarantee claims expire after 6 months, calculated from date of fulfilment.

Ordering Party is not entitled to further claims, especially termination of Contract and/or claims for compensation as well as retention of return services; liability claims remain unaffected thereof.

#### **Installation Services, Compilation of Technical Documentation**

Adoption of installation services, compilation of designs or technical calculations require, on all accounts, an explicit written agreement; should such be absent, then actual support offered by Decotime in individual cases shall not effect the exclusive responsibility of Ordering Party.

#### **Liability**

We shall assume liability for all damages suffered within the provision of contractually obligatory Services only insofar as these are communicated to Us immediately and Our default is proven, and insofar as Our liability insurance pays for such damages. We shall provide current underlying limits on request.

#### **Jurisdiction and Place of Fulfilment**

The agreed place of jurisdiction for all claims resulting from underlying contractual relationship, especially regarding purchase price claims, shall be Korneuburg. This also applies to claims pursued in dunning procedures. We nevertheless reserve the right to bring legal action against Ordering Party in His competent district court. Vienna shall be place of fulfilment for delivery and payment. Furthermore, Austrian Law shall be considered stipulated which likewise applies to export contracts.

Through oral or written Order Assignment, Contractor declares agreement with aforementioned Conditions.

#### **TERMS OF LEASE: Duration of Lease**

The lease term begins with day of stipulated collection or delivery and expires with day of stipulated return of Goods.

#### **Leasing Fee**

The leasing fee shall be paid per commenced lease day. In case of delayed return of lease Object, leasing fee for each commenced lease day shall be due. In case of late return We shall be authorised to pass on any additional expenses incurred by replacement devices in addition to leasing fee.

#### **Usage of Lease Object and Liability**

Provided or deployed machines, accessories and packaging remain property of Decotime. Unless explicit authorisation is issued, sub-leasing of provided machines to Third Parties, as well as any form of machine modification by Contractor is prohibited. During service periods of several days and longer, in which Our employees operate provided machines, Contractor shall be liable for damages effected through unauthorised operation by Third Parties, vandalism, weather effected damages, fire, theft and the like, which take place beyond the stipulated operation times. We shall assume no liability for direct or indirect damages suffered by Contractor or Third Party resulting from any kind of defaults or malfunction of provided machines during contract period. Unless otherwise agreed, Contractor shall bear risk of all deterioration effected by normal wear and tear, especially risk of lamp failure effected by normal wear and tear, within Leasing Contracts with duration of more than one week. If deployed machines are operated by personnel provided by Decotime, abovementioned exemption from liability shall apply for this personnel subgroup as well. Arising malfunctions or breakdown shall be corrected immediately insofar as technically and economically feasible. Claims by Contractor for redhibitory action, abatement or compensation shall be explicitly excluded by mutual agreement. In case of collection by customer or sole operation of machines by Contractor, He shall acknowledge to have accepted machines in complete, proper condition and without defect. Subsequent objections against quality or completeness of material are prohibited. Contractor is obliged to treat machines with care, and assumes liability for damages effected upon leasing objects during service period (among others for transit damage, weather effected damage, improper operating, Third Party damage, theft etc.). Unless otherwise agreed, Contractor shall bear risk of all deterioration effected by normal wear and tear, especially risk of lamp failure effected by normal wear and tear, within Leasing Contracts with duration of more than one week. Broken lamps shall be returned. The lease term begins with day of stipulated material collection or date of despatch by Decotime and expires with day of stipulated return of Goods to warehouse. No deduction in price shall be awarded for non-use of leased machines which remain with Contractor, except where explicit agreement of such practice was met. We shall assume no liability for direct or indirect damages suffered by Contractor or Third Party resulting from any kind of defaults or malfunction of provided machines during contract period.

Contractor is obliged to procure insurance against all insurable risks, for which He or Third Parties need to assume liability towards Decotime according to these Conditions. We shall only procure insurances by special arrangements and at Contractor's expense. Objects destroyed or lost at Contractor's disposal shall be charged at original price. The same agreements apply to delivered accessories and packaging.