



General Terms and Conditions of Sale of next system Vertriebsges.m.b.H.

As of: July 2025

The following General Terms and Conditions of Sale (hereinafter referred to as "GTC_S") shall be part of all contracts and apply to all contracts entered into between next system Vertriebsges.m.b.H, Strohgasse 4, 1210 Vienna, Austria, commercial register no.: 209521w, commercial court of Vienna, VATIN: ATU51685804 (hereinafter referred to as "NEXT SYSTEM") and its purchasers and clients (both hereinafter referred to as "Purchaser"), unless expressly agreed otherwise in writing in a separate agreement. Terms and conditions of parties to a contract which contradict the following GTC_S, even if only in part, shall not become part of the contract, unless individually negotiated and expressly agreed to in writing. If an offer of Purchaser is accepted, without explicitly objecting to the Purchaser's Terms and Conditions, e.g. by actual contractual performance, it cannot be deduced in any case that NEXT SYSTEM has accepted such Terms and Conditions of the other party. Where no provision is made in a separate agreement or in these GTC_S, only the applicable non-mandatory statutory law (ius dispositivum) shall apply. Discrepancies from non-mandatory law in the General Terms and Conditions of a contractual partner shall not be accepted, unless they have been individually negotiated and expressly agreed in writing.

1. Offers and conclusion of contract

1.1 Enquiries and offers

All offers on the part of NEXT SYSTEM are always non-binding and subject to confirmation. Offers made by NEXT SYSTEM shall - unless they expressly state that they are binding and subject to acceptance by the Purchaser - be deemed to be mere invitations to the Purchaser to submit an offer. A precondition for any offer of NEXT SYSTEM to be eligible for acceptance is always that it has been issued in writing (e-mail or fax are sufficient). In the absence of an explicit written agreement to the contrary, the Purchaser is legally bound to his offer for a period of 2 weeks starting from the date of its receipt by NEXT SYSTEM. Should NEXT SYSTEM not accept the Purchaser's offer within this timeframe, the Purchaser shall not be entitled to claim damages of any kind whatsoever.

1.2 Acceptance/Declarations

Acceptance of offers on the part of NEXT SYSTEM will be exclusively effected in writing (e-mail or fax are sufficient). Declarations on the part of NEXT SYSTEM – not issued by the Management Board or by a person vested with general commercial power of representation ("Prokurist" pursuant to secs. 48 et seq. Austrian Business Code ["Unternehmensgesetzbuch"]; hereinafter referred to as Prokurist) – shall never be binding if the commitment would result in an obligation exceeding EUR 100,000.--.

1.3 Cost estimates

Repair cost estimates prepared by NEXT SYSTEM at the Purchaser's request are subject to a charge, the Purchaser is obligated to pay reasonable remuneration and reimburse NEXT SYSTEM for any expenses incurred. NEXT SYSTEM will charge for repairs of components or systems not covered by warranty claims. The lump sum fee for a cost estimate shall amount to EUR 100.00 (not including value-added tax; hereinafter referred to as "VAT"), unless NEXT SYSTEM submits a separate written offer for the preparation of a cost estimate. This amount for the cost estimate shall not be charged if a subsequent repair order is placed with NEXT SYSTEM. The labour cost for repair work shall be charged at a rate of EUR 94.00 per hour (not including VAT) billed in half-hour (30 Minute) increments, costs for materials are not included. Unless such cost estimates explicitly stipulate otherwise, they are not binding and provided without guarantee.

1.4 Prices

In case of doubt, the prices agreed upon shall be deemed to be in € (EURO) and not including statutory VAT. Unless explicitly agreed upon otherwise in writing, all prices offered by NEXT SYSTEM shall be on the basis „EXW“ (Incoterms 2020) for performance at the place as specified by NEXT SYSTEM, which in case of doubt is NEXT SYSTEM's registered seat. Prices do not include the cost of any overtime work to be performed by NEXT SYSTEM or the cost of packing. Prices do not include the cost of documentation (technical documentation) as regards the goods supplied and/or services rendered or the cost for proprietary rights or usage rights concerning the latter documentation, unless negotiated in detail and explicitly agreed in writing otherwise. Unless individually negotiated and expressly agreed in writing, the price also does not include intellectual property rights (in particular patent rights, copyright and rights to designs and industrial or utility models) beyond those absolutely necessary for the contractually agreed use of goods supplied and/or services rendered by NEXT SYSTEM. The Purchaser acquires only a non-exclusive right of use, strictly limited to the immediate contractual purpose.

NEXT SYSTEM reserves the right to increase the price in accordance with changes in value resulting from exchange rate fluctuations if such fluctuations exceed 5 % between the time the order is placed and the contractual performance.

NEXT SYSTEM has the right to adjust the agreed prices deviating from purchase orders or framework supply agreements/blanket orders, if there have been changes in cost factors since the time of the conclusion of the agreement – for example, due to changes in the allocation of goods in the supply chain, or changes in the prices of supplier components, raw materials, energy, packaging, transport, or labor. The price adjustment shall be made by notification in text form (electronic communication being sufficient) and shall apply to all subsequent call-offs, purchase orders, or order confirmations. Price adjustments may be made in either direction. If the Purchaser believes that a change has occurred in the relevant cost factors that formed the basis for the agreed price, the Purchaser must inform NEXT SYSTEM thereof in text form (electronic communication being sufficient). NEXT SYSTEM shall then perform an internal calculation to determine whether a different price would have been agreed upon at the time of contract conclusion, had the changed cost factors been taken into account.

2. Challenge of contracts

Any challenge or adjustment of contracts on the grounds of error on the part of Purchaser is excluded. The challenge or adjustment of contracts by the Purchaser on the grounds of laesio enormis is likewise excluded.

3. Amendments of contracts

Any amendments to contracts concluded between NEXT SYSTEM and the Purchaser, including any waiver of this written form requirement, must be made in writing (email or fax shall suffice) in order to be valid. If such an amendment would result in an additional obligation for NEXT SYSTEM exceeding a value of EUR 50,000, it shall also require the signature of a managing director or of a Prokurist (see section 1.2.). Oral side agreements shall not be legally effective.

4. Retention of title

NEXT SYSTEM expressly retains ownership of the contractual goods until the Purchaser has fully fulfilled its payment obligations. By accepting deliveries and services as offered by NEXT SYSTEM, Purchaser agrees with this retention of title. Until further notice, Purchaser is authorized to resell in the normal course of business any goods received from NEXT SYSTEM, except when Purchaser is in default with payments owed to NEXT SYSTEM. The Purchaser hereby already assigns to NEXT SYSTEM all claims, including any ancillary rights, to which it is entitled against its contractual partners arising from the resale of goods subject to retention of title. Purchaser undertakes to record the assignment of such amounts receivable to NEXT SYSTEM immediately in his books, including the amount, reason, debtor, assignee, and date of the assignment, and to inform NEXT SYSTEM accordingly. Purchaser shall give evidence of such records upon request of NEXT SYSTEM. The Purchaser may not dispose of such assigned claims as long as NEXT SYSTEM has any outstanding claims against the Purchaser, irrespective of their legal basis. In case any purchaser of such goods subject to retention of title insists on a prohibition of assignment, the Purchaser may enter into such a contract only if explicitly authorized to do so by NEXT SYSTEM. If the goods subject to retention of title are sold for cash, the Purchaser is obligated to keep the received funds separate from its own and third-party funds, to notify NEXT SYSTEM thereof in writing, and to make a corresponding entry in its business records. If, pursuant to the above provisions, a retention of title in favor of NEXT SYSTEM exists, the Purchaser is furthermore obligated to inform its customers in writing that the goods remain the property of NEXT SYSTEM and that the customer is not entitled to resell the goods as long as the retention of title remains in effect. Complying with the duty of due care of a diligent entrepreneur, Purchaser shall provide for adequate insurance coverage of the goods under retention of title of ownership and already at this point assigns any claims resulting from damage to such goods in favour of NEXT SYSTEM. In case NEXT SYSTEM for justified reasons, whatever they may be, withdraws from the contract, NEXT SYSTEM shall have the right to take immediate possession of the goods subject to retention of title wherever they may be located. For this purpose, Purchaser shall enable NEXT SYSTEM to enter Purchaser's premises and shall not prevent NEXT SYSTEM from removing the goods.

5. Performance of contract and default

5.1 Place of performance

Unless otherwise individually negotiated and expressly agreed in writing, NEXT SYSTEM will perform delivery "EXW" (Incoterms 2020) at the location specified by NEXT SYSTEM, which shall, in case of doubt, be NEXT SYSTEM's registered seat.





5.2 Date of performance

Unless a different performance date or a specific period has been expressly agreed in writing between NEXT SYSTEM and the Purchaser, NEXT SYSTEM will fulfil the contract within three months from the date of its conclusion. Where performance is effected by making the goods available at the location designated by NEXT SYSTEM - which, in case of doubt, shall be NEXT SYSTEM's registered office - the Purchaser shall arrange collection at the time specified by NEXT SYSTEM; failure to do so shall constitute default of acceptance. NEXT SYSTEM will specify such date of availability of goods to Purchaser at least three days in advance. If NEXT SYSTEM announces the availability of the contractual goods without specifying a collection date, the Purchaser shall collect them within seven days; failure to do so shall constitute default of acceptance. If shipment of the contractual goods is agreed in writing between NEXT SYSTEM and the Purchaser, the risk of shipment shall be borne by the Purchaser. In such case, delivery is deemed to have been performed as soon as the object of the contract has left NEXT SYSTEM's warehouse.

5.3 Due date of payment

Unless otherwise agreed in writing, the purchase price (without deduction of any early payment discount) or any other consideration owed shall become due as soon as the Purchaser is first able to take possession of the goods made available by NEXT SYSTEM. If, pursuant to Clause 5.2, shipment by NEXT SYSTEM has been agreed in writing, the payment shall become due upon handover to the carrier.

5.4 Interest for delayed payment

In case Purchaser does not comply with his payment obligation in due time, NEXT SYSTEM has the right to claim interest for delayed payment at the rate of 0.05 % per calendar day, starting with the first day of delay.

5.5 Delay in Delivery

If it becomes apparent to NEXT SYSTEM that performance at the agreed time will not be possible, NEXT SYSTEM may inform the Purchaser accordingly. In such a case, the Purchaser shall be obliged to accept performance within a reasonable grace period set by NEXT SYSTEM, without being entitled to claim compensation for any damages or costs. If NEXT SYSTEM fails to perform even within this reasonable grace period, the Purchaser shall be entitled to withdraw from the contract and to claim damages, subject to the limitations of liability set out in these GTC_S.

In the specific case of unforeseen events and force majeure circumstances (e.g. war, civil unrest, natural disasters, accidents, pandemics, official orders, other operational disruptions, delays in the delivery of essential supplies or raw materials, changes in allocations due to shortages, etc.) affecting NEXT SYSTEM or its suppliers, and for which NEXT SYSTEM is not responsible, NEXT SYSTEM shall be released from its obligation to perform for the duration of such circumstances and to the extent that they impair NEXT SYSTEM's ability to deliver. In such cases, NEXT SYSTEM shall also be entitled to withdraw from the contract without any liability for damages, if performance has become impossible or unreasonable, or if the end of the impediment to performance is not foreseeable.

5.6 Consequences of default of acceptance

If the Purchaser fails to accept the delivery of goods or services properly offered by NEXT SYSTEM in accordance with the provisions of these GTC_S at the agreed time, NEXT SYSTEM shall be entitled to withdraw from the contract immediately without granting a grace period, or to uphold the contract and store the contractual goods at the Purchaser's risk and expense. In any case, failure to accept the contractual goods in due time shall result in the transfer of risk to the Purchaser. The Purchaser shall compensate NEXT SYSTEM for all damages of any kind arising from the default in acceptance.

5.7 Consequences of default of payment

If the Purchaser fails to meet its payment obligations in due time, NEXT SYSTEM shall be entitled to withdraw from the contract with immediate effect after granting a grace period of 14 days. If NEXT SYSTEM becomes aware that the Purchaser's financial situation has materially deteriorated or that the opening of insolvency proceedings has been rejected for lack of assets, NEXT SYSTEM shall be entitled to withdraw from the contract without granting a grace period. If further deliveries or services by NEXT SYSTEM have been agreed and the Purchaser has outstanding payment obligations towards NEXT SYSTEM, NEXT SYSTEM shall not be obliged to make any further deliveries or provide any further services for the duration of the delay in payment.

5.8 Transfer of performance

NEXT SYSTEM has the right to transfer part or all of its obligations under the contract towards the Purchaser to third parties.

5.9 Standard of care of NEXT SYSTEM

NEXT SYSTEM, pursuant to sec. 347 Austrian Business Code, in the course of all of its commercial activities exercises the standard of care of a prudent businessperson. A higher standard of care shall not apply to NEXT SYSTEM, unless individually negotiated and expressly agreed in writing.

6. Warranty and damages

6.1 Notification of Defects

In the event of any defects in the goods or services supplied by NEXT SYSTEM, the Purchaser shall notify NEXT SYSTEM in writing without undue delay, providing a precise description of the defect. Failure to do so shall result in the forfeiture of all warranty and damage claims.

6.2 Warranty

In the event of justly and duly notified defects in the goods or services delivered by NEXT SYSTEM, NEXT SYSTEM shall have the right to choose, within a reasonable period set by NEXT SYSTEM of no less than 14 days ("set period"), whether to remedy the defect (Verbesserung) or to provide a replacement (Austausch). The Purchaser shall only be entitled to further rights if NEXT SYSTEM fails to remedy the defect or provide a replacement within the set period. The costs of remedy or replacement shall be borne by NEXT SYSTEM; however, the Purchaser undertakes, to the extent reasonable, to send the goods to a location specified by NEXT SYSTEM for the purpose of remedy or replacement - such location shall, in case of doubt, be the registered office of NEXT SYSTEM - and to collect or arrange for the collection of the goods from the place of remedy or replacement, bearing any associated costs. The period for remedy or replacement shall commence only upon receipt of the goods at the designated location of remedy or replacement. If, after inspection by NEXT SYSTEM, it is determined that the goods were free from defects, the Purchaser shall reimburse NEXT SYSTEM for all costs incurred in connection with the inspection. Only if NEXT SYSTEM fails to comply, within the set period, with the justified request of the Purchaser for remedy or replacement, shall the Purchaser be entitled to request a price reduction or to rescind the contract. However, rescission shall only be permissible if the defect is not minor and only with respect to the defective part of the performance, while the remainder of the contract shall remain in force.

6.3 Limitation and exclusion of liability

Except in cases involving personal injury, NEXT SYSTEM shall be liable for damages only if wilful misconduct or crass gross negligence (krass-grobe Fahrlässigkeit) can be proven. The burden of proof for any fault on the part of NEXT SYSTEM shall lie with the Purchaser, to the exclusion of Section 1298 of the Austrian Civil Code (ABGB). Any liability of NEXT SYSTEM beyond damage to the good itself is in any case excluded, and in particular liability for indirect or consequential damages, damages based on third-party claims against the Purchaser, consequential damages caused by defects, delay damages, loss of profit, as well as for removal and reinstallation costs, travel expenses, transport costs, and fault-detection costs.

Should the Purchaser be entitled to assert any claim against NEXT SYSTEM arising from the contractual relationship, regardless of the legal basis, interest for default shall be deemed agreed at a rate of 4% per annum.

6.4 Order of warranty and damages claims

The Purchaser may initially assert only warranty claims. Claims for damages shall be available to the Purchaser solely in accordance with the limitations of liability set out in these GTC_S, and only in the event that the warranty fails.

6.5 Limitation period for warranty and damage claims

The warranty period including the limitation period for the assertion of rights under warranty for the goods delivered by NEXT SYSTEM is 12 months from their date of production. For services provided by NEXT SYSTEM the warranty period including the limitation period for the assertion of rights under warranty is 12 months starting either from the date of acceptance of the service or from the time at which acceptance could have taken place, whichever occurs earlier.

Any claims for damages become statute barred 6 months after the time when Purchaser had or was able to have knowledge of the damage and of who caused the damage. In any case, such claims for damages become statute barred within 18 months after the occurrence of the damaging event.





6.6 Product liability

IF NEXT SYSTEM is held liable by third parties under product liability law, the Purchaser shall fully indemnify and hold NEXT SYSTEM harmless in this regard, if the claim arises from a product defect caused by the Purchaser, in particular due to improper handling, storage, or transport.

6.7 Support with analysis

Unless expressly stated otherwise in writing by NEXT SYSTEM, any support provided by NEXT SYSTEM in analyzing potential faults related to products delivered by NEXT SYSTEM, to systems into which such products have been integrated, or related to services rendered by NEXT SYSTEM, shall be against payment and shall not constitute an acknowledgement of a defect/fault or an acknowledgement of any legal obligation.

6.8 Freedom from Third-Party Rights

NEXT SYSTEM does not warrant that the delivered products are free from third-party rights.

6.9 Export restrictions

The Purchaser shall be solely responsible for ensuring that the goods or parts thereof received from NEXT SYSTEM are not subject to any national or international export restrictions (in particular, "dual use" regulations). NEXT SYSTEM accepts no liability in this regard towards the Purchaser or any of Purchaser's contractual partners. The Purchaser shall bear all costs arising from such obligations or any violations thereof.

7. Exclusion of set-off

Unless individually negotiated and expressly agreed in writing, the Purchaser shall not be entitled to offset any claims, of whatever kind, against claims of NEXT SYSTEM.

8. Visitation and inspection

Unless individually negotiated and expressly agreed in writing, the Purchaser shall not be entitled, in any form whatsoever, to access or inspect NEXT SYSTEM's business operations. In particular, the Purchaser shall not be entitled to inspect the delivery and performance of services by NEXT SYSTEM, including any documentation, or to visit NEXT SYSTEM's premises.

9. Waste disposal

Purchaser undertakes to ensure proper disposal of any and all waste and waste oil resulting from the goods taken over and to bear the respective cost. NEXT SYSTEM is not obligated to take back waste remaining in connection with the goods supplied.

Purchaser shall ensure proper compliance with packaging disposal obligations, including entering into an ARA service agreement, and shall bear the related costs. In the event of a breach of these obligations by Purchaser, Purchaser shall reimburse NEXT SYSTEM for all resulting costs and shall hold NEXT SYSTEM fully harmless and indemnified. The costs for packaging disposal by Purchaser are already included in the agreed prices.

10. Duty to observe secrecy

10.1 Confidentiality

Purchaser is obligated to keep any and all information, documents or data received by NEXT SYSTEM and such information, documents and data having come to his knowledge within the scope of the mutual business relationship strictly confidential and to ensure in an adequate manner that such data will be neither communicated or otherwise become accessible to third parties. Purchaser in particular shall ensure that its computer systems are safe in accordance with the state of the art in order to prevent access of third parties to any data regarding NEXT SYSTEM and saved on Purchaser's hard- and software. The same applies to any and all electronic and other means of communication as used by Purchaser. All rights of a property or copyright and all other rights as regards all information, documents and data provided by NEXT SYSTEM remain with NEXT SYSTEM. Purchaser is only authorized to use all information, documents and data having come to his knowledge to the extent indispensable for compliance with his contractual obligations. In case Purchaser violates any of the aforementioned obligations Purchaser shall fully indemnify and hold NEXT SYSTEM harmless from and against any and all damage, loss or inconvenience, whatsoever, resulting therefrom.

10.2 Extent of the obligation of secrecy

Purchaser is obligated to impose the present obligation of secrecy also on its employees and external companies involved in the performance of delivery or service.

10.3 Disclosure of identity of party to the contract

Without written consent on the part of NEXT SYSTEM, Purchaser does not have the right to disclose the business relationship existing between himself and NEXT SYSTEM vis a vis third parties, in any way whatsoever. NEXT SYSTEM however has the right to disclose at any time the business relationship with Purchaser vis a vis third parties, also in public, and in any way whatsoever and to use for this purpose also Purchaser's company name and logo.

10.4 Secrecy to continue in force

Purchaser's present obligation to maintain secrecy does not end upon termination of the transaction but continues in force thereafter for a period of 10 years.

11. Use of incoterms

Whenever Incoterms are referred to in the present GTC_S to further specify the handling of the transaction, they shall apply only to the extent that no conflicting provision is set out in these GTC_S. If the use of Incoterms is agreed upon in any additional agreement between NEXT SYSTEM and the Purchaser that is valid under these GTC_S, this shall refer to Incoterms 2020. Even so these shall apply only to the extent as they are not in contradiction with provisions of the present GTC_S.

12. Software

In the event that goods delivered by NEXT SYSTEM contain open-source software, the Purchaser shall be obliged to comply with the applicable license conditions and, in particular, to make any modifications and further developments in such a way, and to document and make them available to third parties where required, so as to comply with the applicable provisions, in particular the relevant license conditions. In this respect, the Purchaser shall fully indemnify and hold NEXT SYSTEM harmless.

Any warranty and liability on the part of NEXT SYSTEM for software supplied with or integrated into NEXT SYSTEM products is excluded.

13. Severability

In case individual stipulations of the present GTC_S are not legally effective, the remaining stipulations shall remain effective. Invalid stipulations are deemed to be replaced by legally effective regulations suitable to realise the economic purpose of the regulations, which ceased to apply because of their invalidity.

14. Applicable law and jurisdiction

Austrian substantive law shall apply exclusively, to the express exclusion of the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The competent court in Vienna shall have exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship.

