

Disclaimer: This translation of the document „Allgemeine Geschäftsbedingungen (AGB) der Notifizierten Stelle des BEV (NB BEV)“ from January 1, 2023 is not certified and for informative purposes only. The German language original „Allgemeine Geschäftsbedingungen (AGB) der Notifizierten Stelle des BEV (NB BEV)“ is the legally binding document.

General Terms and Conditions (GTC) of the Notified Body of the BEV (NB BEV) - Translation

As of 01 January 2023

1 General

1.1 The following General Terms and Conditions apply to the services of the Notified Body of BEV within the scope of its notification and on the basis of § 62 b para. 2 of the Austrian Weights and Measures Act (MEG) BGBl No. 152/1950 as amended.

1.2 Deviations from these General Terms and Conditions are only effective if they have been confirmed in writing by the notified body of BEV (hereinafter referred to as NB BEV).

1.3 The manufacturer's terms and conditions are expressly excluded for the entire business relationship. In particular, the mere failure on the part of BEV to object to other general terms and conditions shall not mean that these are deemed to have been agreed.

1.4 Should individual provisions of these GTC or the concluded contracts be invalid in whole or in part due to statutory provisions, the remaining provisions of these GTC or the contracts shall

remain in full force and effect. The provision cancelled as invalid or void shall be replaced by a provision that comes closest to the economic intentions.

1.5 In the case of continuing obligations, NB BEV is authorised to amend the GTC. The manufacturer will be informed of the changes. If the manufacturer objects within two weeks, NB BEV is entitled to terminate the contract as of the date on which the amended or supplemented GTC are to enter into force. Should there be a change to the remuneration during the term of the contract, the new remuneration must be paid from the time the changes come into effect.

2 Application and acceptance confirmation

2.1 The manufacturer is liable for the accuracy and completeness of the data provided to the NB BEV in the course of submitting the application.

2.2 All applications received from the Manufacturer shall always be deemed to be an offer to conclude a contract.

2.3 Only an application that has been fully completed and signed in accordance with the requirements can establish a contractual relationship with NB BEV.

2.4 The contract is concluded by BEV's written confirmation of acceptance by e-mail or letter.

2.5 The contractual and business language is German.

3 Services and payment

3.1 The place of payment and fulfilment for all services is BEV, Arltgasse 35, 1160 Vienna.

3.2 The remuneration for services of the Notified Body of the BEV in the version valid at the time of application shall be used as the basis for invoicing.

3.3 The invoice amount is to be transferred without deduction, free of discount and charges, to an account specified by NB BEV within 30 days of invoicing. The manufacturer is obliged to bear any bank charges associated with the payment.

3.4 Instalment agreements are not provided for. The manufacturer is not authorised to withhold or offset payments.

3.5 If the Contractor defaults on payment, NB BEV shall be entitled to charge default interest at a rate of 8% above the base interest rate announced by the Austrian National Bank.

3.6 In the event of default, the Manufacturer is obliged to bear all expenses associated with the collection of the claim and any necessary costs for appropriate legal action.

4 Travel expenses

4.1 For services outside of Austria, travel expenses (travel to and from the event, hotel) will be charged based on the actual cost. The choice of means of transport for arrival and departure (train, car, plane) is left exclusively to the NB BEV.

5 Termination

5.1 Both contracting parties may terminate the contractual relationship in writing with a notice period of two weeks on the first day of the month.

5.2 Termination for good cause with immediate effect by the manufacturer and BEV remains unaffected. Good cause exists in particular if the manufacturer continues to violate certification requirements, these General Terms and Conditions and specific provisions of the respective contract despite a warning.

6 Guarantee, liability

6.1 The Contractor recognises that in the event that the legal requirements for a claim under the warranty are met, NB BEV shall initially be entitled to make improvements.

6.2 NB BEV assumes no liability for defects, in particular for consequential damages, indirect damages, losses or lost profits - except in the case of intent and gross negligence. No claim for damages of any kind whatsoever may be derived from a cancellation of a continuing obligation by NB BEV.

6.3 Liability for property damage in the event of slight negligence on the part of NB BEV is expressly excluded by mutual agreement.

7 Jurisdiction and choice of law

7.1 The exclusive place of jurisdiction for disputes arising from or in connection with contractual relationships between the Contractor and NB BEV shall be the competent court in Vienna.

7.2 The contracting parties agree, insofar as there are no mandatory statutory provisions to the contrary, that Austrian law shall apply to the exclusion of conflict-of-law rules.

7.3 The UN Convention on Contracts for the International Sale of Goods (CISG) and all provisions relating to the CISG are expressly excluded

8 Special provisions for the electronic delivery of invoices

8.1 Delivery of the invoice: NB BEV will send all manufacturers their PDF invoices in electronic form as an attachment by e-mail to the e-mail address provided by the manufacturer. The e-mail address selected by the manufacturer when submitting the application will be used by the NB BEV as the e-mail address for electronic delivery of the invoice. The manufacturer waives sending the invoice by post and agrees to electronic dispatch within the meaning of Section 11 (2) of the Austrian Value Added Tax Act (UstG) Federal Law Gazette No. 663/1994, as amended. The manufacturer must ensure on the recipient side that all electronic deliveries of the invoice by e-mail can be properly delivered by NB BEV to the e-mail address provided by the manufacturer and that technical equipment such as filter programmes or firewalls are adapted accordingly. Any automated electronic replies to NB BEV (e.g. notification of absence) cannot be taken into account and do not prevent valid delivery.

8.2 E-mail address: The Contractor shall immediately notify NB BEV in a legally valid manner of any change in the e-mail address to which the invoice is to be sent. Invoices sent by NB BEV to the e-mail address last notified by the Contractor shall be deemed to have been received by the Contractor if the Contractor has not notified NB BEV of a change in its e-mail address.

8.3 Security: NB BEV shall not be liable for any damage resulting from any increased risk of electronic delivery of the invoice by e-mail compared to postal delivery. The manufacturer bears the increased risk of access by unauthorised third parties due to the storage of the electronic invoice.