

tagtron monitoring gmbh – General Terms and Conditions (as at November 2025)

- 1.) These General Terms and Conditions form the sole basis for our supply transactions, including all subsequent transactions. The purchaser's terms and conditions of purchase are not binding on us. For transactions with consumers, these General Terms and Conditions apply subject to the deviations set out in clause 16. In the absence of a written objection within three days, the terms and conditions set out in an order confirmation sent by us shall be deemed to have been accepted in full by the purchaser.
- 2.) Our quotations, price lists and cost estimates are non-binding. All orders and agreements, as well as commitments made by representatives, require our written confirmation to be valid in all cases. Our technical specifications and descriptions of the goods to be supplied are non-binding and are only approximate.
- 3.) Our charges are quoted ex our premises in Mödling. Value added tax is added to the charges, which are usually quoted and shown exclusive of value added tax. Packaging will not be taken back.
- 4.) All delivery (or performance) dates and delivery (or performance) deadlines are approximate. Claims for damages by the customer arising from delayed delivery/performance or non-performance are excluded. Partial performance already rendered must be accepted and paid for by the customer. Partial deliveries (services) and partial invoicing are permitted, in which case the customer must pay for these in accordance with the agreed terms of payment. Should a grace period set for us by the customer not have been met through no fault of our own, the customer's right to withdraw from the contract is excluded. The customer may withdraw from the contract no earlier than two months after the original delivery date has been exceeded.
- 5.) Our goods are dispatched from our premises in Mödling at the purchaser's risk, even if the freight and other costs are borne by us. The risk passes to the purchaser upon handover of the goods to the carrier, etc. Unless otherwise agreed in individual cases, we are free to choose the carrier. We shall insure the goods against transport damage only upon written instruction from the customer and at the customer's expense. Unless otherwise agreed in individual cases, our deliveries are made carriage paid only to Austria, Germany and South Tyrol. If the customer fails to take delivery of the goods, we may, after setting a 14-day deadline, withdraw from the contract and/or claim damages for non-performance. We are entitled to claim either 25 per cent of the agreed order value without proof of loss, or compensation for the actual loss incurred. Any return of goods by the customer requires our written consent and shall be at the customer's expense and risk. The delivery note and/or invoice number must be quoted with every return.
- 6.) In respect of any claims the customer may have against us, the customer shall be entitled to default interest only up to a maximum of 3 per cent above the base rate of the ÖNB.

- 7.) Our invoices are due for payment in full, without deduction, within 10 days of the invoice date. Any other payment terms or discount arrangements shall be noted separately. Only full cash payment made on time entitles the customer to a discount, where applicable. In the event of an instalment payment agreement, default on even a single instalment shall result in the loss of the right to payment by instalments. All our outstanding claims shall then become due in full. The customer is not entitled to withhold payments for any reason whatsoever or to set off any claims against our claims. Insofar as the customer is entitled to a right of retention with regard to our remuneration in the event of a delivery or service, this shall in any event be limited to the amount of the cover capital for the reasonable costs of improvement.
- 8.) Subject to the exclusion of all other claims, the customer is obliged to inspect the goods delivered or the work performed immediately upon receipt of the delivery or a notice of completion from us, and to report any defects found in detail without delay by registered letter. Similarly, any defects that come to light at a later date must be reported in writing immediately upon their discovery. The warranty period for movable goods is six months. The burden of proof that a defect for which we are responsible existed at the time of delivery lies with the customer. At our discretion, we may fulfil warranty claims by rectifying the defect, replacing the goods with defect-free ones, or granting a reasonable price reduction, in particular where rectification is not possible or, in our view, would entail disproportionately high costs. We shall not be liable for consequential damages arising in connection with a warranty claim, for example following processing that has already taken place. With regard to the suitability of the goods supplied, we guarantee exclusively that they are fit for use in accordance with our terms and conditions. We are under no obligation – not even as a secondary contractual obligation – to verify whether the goods ordered are suitable for a specific purpose. Only those characteristics for which we have expressly provided a written guarantee shall be deemed to have been warranted. Deviations in dimensions, specifications, materials and the like that are customary in the trade and/or due to manufacturing processes do not constitute grounds for a complaint. Any alterations to our goods made by the customer or their personnel shall result in a complete exclusion of liability on our part. We accept no liability for damage caused by materials used by the customer.
- 9.) The goods delivered shall remain our property until the purchase price and all our claims arising from the business relationship with the customer, including ancillary claims, have been paid in full. Resale is only permitted if we have been notified of this in good time in advance, stating the buyer's details, and we have consented to the sale. In the event of our consent, the claim for the purchase price shall be deemed to have been assigned to us as of now, and we shall be authorised at any time to notify the purchaser of this assignment. Should the customer default on their payment obligation to us or breach any of the obligations arising from the agreed retention of title, the entire outstanding claim shall become due immediately. In any event, we are entitled to demand the return of the goods remaining our property, even without withdrawing from the contract, and to collect them from the customer, whereby the customer waives any right to assert a right of retention.
- 10.) In the event that the customer resells our products, such resale is permitted only under the original product name. Furthermore, the customer is not permitted to use our trade marks and/or product names without our written consent.

- 11.) All claims for damages against us are excluded, irrespective of the legal basis on which they are derived, in particular for breach of contract and upon conclusion of the contract, but also in accordance with the provisions of the Product Liability Act for personal injury, damage to property and financial loss arising from a defect in the goods; in particular, claims- for compensation for consequential damages, such as loss of production or loss of profit and the like, are entirely excluded, unless we are found to have acted with intent or gross negligence. The burden of proof regarding such a degree of fault lies with the customer. Claims for compensation (or damages) shall in all cases cover exclusively the pure costs of rectifying the damage, but shall not include ancillary claims, consequential damages, loss of profit or the like. They shall become time-barred – unless a limitation period expires earlier – no later than two years after delivery has taken place. All claims for damages and any claims for recourse against us must be brought before the courts within six months, failing which they shall lapse. It is not possible to return or exchange goods that have been ordered and delivered. Should goods from the current product range be returned to us in undamaged original packaging, we are free to accept the goods back subject to a handling fee of at least 20 per cent of the value of the goods, or to store them at the customer's risk and expense, or to return them to the customer.
- 12.) Any drafts, plans and other documents produced by us remain our sole property and must not be used by the customer or made available to third parties.
- 13.) All copyright in the software solutions supplied (programmes, programme documentation, etc.) remains our property. The customer is granted only the right to use the software, following payment of the agreed fee, exclusively for their own purposes and only on the hardware specified in the contract. The customer is granted a right of use (licence) to the software (use of the humidity monitoring system); reproduction, adaptation, distribution, sale, transfer and/or making available by the customer is expressly prohibited. Any infringement of copyright shall give rise to claims for injunctive relief, defence and damages, whereby full compensation must be paid in such a case. The licence agreement provided also applies to the software.
- 14.) Value protection for annually payable costs: With regard to services received on a long-term basis, for which an annual usage fee is payable, value protection is agreed as follows.

The agreed annual fee shall be indexed to the monthly Consumer Price Index for 2020 published by Statistics Austria or, should this index no longer be published, to a replacement index of equivalent value. The basis for this index-linking is the final index figure published for the month in which the contract was concluded. Index fluctuations of up to and including 3 per cent shall be disregarded in each instance. However, should the index exceed or fall below this threshold, the full extent of the change shall be taken into account. All rates of change shall be calculated to one decimal place. The index figure that led to the upward or downward deviation shall in each case form the new basis for calculating any subsequent deviations.

- 15.) The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contract between the customer and us, in particular regarding its validity, shall be the competent court in Mödling. The place of performance is Mödling. The contractual relationship shall be governed exclusively by

Austrian law, to the exclusion of its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. Unless otherwise expressly agreed in writing, the language of the contract shall be exclusively German. This shall remain unaffected even if, in individual cases, we correspond or exchange information in other languages before or after the conclusion of the contract.

16.) Special provisions for consumer transactions

Notwithstanding the above points, the following applies to consumer transactions:

Point 2: Sentences 1 and 3 do not apply. Offers, price lists and quotations are binding on consumers. The same applies to technical descriptions.

Point 3: In consumer transactions, prices are quoted inclusive of VAT. Point 4:

Sentence 2 (exclusion of claims for damages) does not apply.

Point 5 does not apply.

Point 6: Interest on late payment at a rate of 4 per cent

per annum applies. Point 7: The penultimate sentence

(prohibition on set-off) does not apply.

Point 8 does not apply. The statutory warranty provisions apply. Point 11 does

not apply. The statutory provisions on damages apply. Point 13: Sentence 1 does

not apply.

17.) Right of withdrawal for consumers in accordance with Section 11 of the FAGG

Consumers within the meaning of the Consumer Protection Act (KSchG) have the right to withdraw from a distance contract or a contract concluded outside the trader's business premises – provided that no statutory exception applies – within 14 days without giving any reason. In the case of sales contracts and other contracts for the purchase of goods for consideration, the withdrawal period begins on the day on which the customer, or a third party designated by them (other than the carrier), takes possession of the goods.

To exercise the right of withdrawal, the customer must declare their withdrawal by means of an unambiguous statement (e.g. a letter sent by post, a fax or an email). The customer may use the model consumer withdrawal form provided on the tagtron website for this purpose. However, the use of the model withdrawal form is not mandatory. To comply with the withdrawal period, it is sufficient for the consumer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

If tagtron fails to comply with the duty to provide information in accordance with Section 4(1)(8) of the FAGG, the consumer's withdrawal period is extended by 12 months. If tagtron subsequently provides the information within this period, the withdrawal period ends 14 days after the date on which the consumer received the information regarding the right of withdrawal.

If the customer withdraws from the contract, they must return the goods received to tagtron without delay, but at the latest within 14 days of submitting the notice of withdrawal. The deadline is deemed to have been met if the customer dispatches the goods before the expiry of the 14-day period. The customer must bear the direct costs of the return themselves.

Licence Agreement for Software Solutions (Monitorix Humidity Monitoring System)

1. Grant of Licence

1.1 Subject to payment of the applicable licence fees and the licensee's acceptance of the licence in accordance with the terms of this licence agreement, tagtron monitoring gmbh ("tagtron") grants the licensee a non-exclusive and non-transferable licence for an indefinite period to use the software product and the accompanying documentation in accordance with the licence key provided by tagtron.

1.2 The Licensee agrees that the software product is not sold but is merely licensed in accordance with the authorisation code, which means that the Licensee does not own the software product or any part thereof, nor any third-party software integrated into the software product. The Licensee is only permitted to use the software product in accordance with the terms of this Licence Agreement.

1.3 The provisions of this agreement also apply to any future updates to the software. Upon conclusion of this licence agreement, you therefore also enter into a maintenance agreement under which you will receive regular updates to the software supplied.

2.1 Limited warranty for business users

tagtron warrants to the Licensee that the licensed product will operate in accordance with its documentation. However, tagtron accepts no contractual or statutory warranty as to general fitness for purpose or suitability for a particular purpose. tagtron's software receives data transmitted by installed hardware. This hardware was installed and commissioned by third parties. For this reason, tagtron cannot guarantee the accuracy of the data or that it accurately reflects the actual situation. tagtron's software displays a purely graphical representation of the transmitted values. Furthermore, tagtron gives no warranty that the software product will meet the licence holder's requirements, or that it will run in conjunction with hardware or software selected by the licence holder, or that it will run securely, error-free and without disruption. tagtron warrants to the licence holder that, upon delivery/download, the software product does not infringe any copyright, patent rights or other intellectual property rights under Austrian law.

2.2 Limitations of liability for businesses

Except in cases of wilful misconduct or gross negligence, tagtron accepts no liability for damages, including damages arising from loss of business profits, business interruptions, loss of data of any kind, production stoppages, consequential damages or other damages arising from the use or inability to use the software product, even if tagtron has been made aware of the possibility of such damages, regardless of the legal basis on which the claim for damages is founded. Should the Licensee base their claim on the ground that the software product has caused damage due to gross negligence or wilful misconduct on the part of tagtron, the burden of proof for the alleged gross negligence or wilful misconduct lies with the Licensee. Under no circumstances shall tagtron's total liability for all claims for damages exceed the amount paid by the licensee for the software.

3. Warranty for consumers

3.1 tagtron warrants that the software, as described in the documentation, is free from defects and fit for purpose in accordance with the state of the art at the time of delivery, without, however, being required to meet all conceivable conditions of use. You acknowledge and agree that, given the current state of the art, it is not possible to develop error-free software. This applies in particular to virus protection, as viruses, Trojans, worms and similar programmes may circulate, some of which are specifically designed to circumvent anti-virus programmes.

3.2 tagtron's software receives data transmitted by installed hardware. This hardware is installed and commissioned by third parties. For this reason, tagtron cannot guarantee the accuracy of the data or that it accurately reflects the actual situation. tagtron's software displays a purely graphical representation of the transmitted values.

3.3 tagtron does not guarantee that the software will meet all your requirements, nor that the functions contained within the software can be used continuously and error-free in all combinations you require with any data, programmes, mobile applications and IT systems, nor that the rectification of software errors will prevent the occurrence of other software errors.

3.4 Furthermore, tagtron accepts no liability for errors, malfunctions or damage attributable to improper operation, damage in transit, operating system errors, modified operating system components, interfaces and parameters, or the use of unsuitable organisational tools and data storage media.

3.5 The warranty shall lapse if you or a third party carries out modifications or repairs to the software without our written consent. tagtron accepts no liability for software that has been modified, extended or damaged, or that has been used under conditions other than those contractually agreed, unless the modification, extension or damage was not the cause of the defect.

3.5 Any defects in the software must be reported in writing immediately upon discovery. The warranty period is, by mutual agreement, two years for consumers.

4. Duration and Termination

4.1 This licence agreement shall come into force upon connection of the device and notification thereof, i.e. upon the licensee's first use of the software, and shall be concluded for a term of 12 months.

4.2 The contract may be terminated by either party with immediate effect for good cause.

4.3 The licence agreement is automatically renewed for a further 12 months unless it is terminated in writing by one of the contracting parties at least 3 months before the end of the term.

4.4 Upon termination, the Licensee undertakes to return the software to tagtron, to remove all copies of the software product from the Licensee's systems, to cease using the software product and to destroy the software product, including all documentation.

4.5 Termination does not release the Licensee from any liabilities or obligations (e.g. accrued fees) that remain outstanding.

5. Ownership Rights and Restrictions

5.1 The right of disposal, ownership and intellectual property rights in and to the software product shall remain with tagtron. The licensee acknowledges these rights and shall not jeopardise, restrict or in any other way interfere with tagtron's ownership or other rights in respect of the software product.

5.2 The Licensee shall not distribute the software product or pass it on to third parties, nor shall the Licensee copy, translate, adapt, decompile, disassemble or modify the software product, either in whole or in part. The Licensee shall not lease or rent the software product or any part thereof to third parties without obtaining the prior express written consent of tagtron.

6. No Warranties

tagtron does not guarantee that the software will operate without interruption, nor that it will be free from defects, nor that all detected defects will be rectified. All software and documentation is supplied without warranty. tagtron does not guarantee its merchantability or its fitness for a particular purpose. With regard to warranty and liability, reference is made to the provisions above.

7. No Waiver

The failure of either party to enforce any right under this Agreement, or to take action against the other party in the event of any breach of this Agreement, shall not be deemed a waiver of the right to enforce such rights subsequently or to take action in the event of future breaches.

8. Value Stability

It is agreed that the value shall remain stable in accordance with clause 14 of the General Terms and Conditions.

9. Governing Law and Jurisdiction

This Agreement shall be governed exclusively by Austrian law, to the exclusion of conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction shall be the District Court of Mödling.

10. Final Provisions

Should any provision of this Agreement be declared invalid by any competent court, such a declaration shall have no effect on the remaining provisions of this Agreement. The invalid provision shall be replaced by a provision that is economically and legally valid and corresponds to the intent of the invalid provision. Any agreement, amendment or supplement to this licence agreement shall be deemed invalid and must be in writing and subject to the prior express approval of tagtron; this also applies to any waiver of this formal requirement.

If you do not agree to the terms of this licence agreement, no contract shall be formed between us and you must not install or put the software into operation. If you nevertheless proceed with installation and/or commissioning, you thereby declare your agreement to the licence terms.

A warranty regarding non-infringement of rights is provided below.