

General Terms and Conditions of "Xvise" innovative logistics GmbH

1. Scope of Agreement

All of the services to be rendered by "Xvise" innovative logistics are exclusively governed by the present General Terms and Conditions. Any divergent agreements are only applicable to individual cases and must be made in writing in order to be legally effective.

2. Duration of Agreement

2.1. If not agreed otherwise, continuous obligation agreements may be terminated in writing on the last day of each month at three months' notice.

2.2. Either party may terminate a continuous obligation agreement at once if cooperation is unacceptable in view of the conduct of the other party. The same applies to cases where settlement or bankruptcy proceedings are instituted or where a payment date is not observed despite a written reminder.

3. Impairment of service

3.1. The principal is obliged to provide "Xvise" innovative logistics with all requisite information and to automatically point out all relevant circumstances.

3.2. If the service period vis-à-vis the dates agreed is impeded for reasons beyond the scope of responsibility of "Xvise" innovative logistics, a suitable prolongation of the service period and a postponement of delivery dates may be requested by "Xvise" innovative logistics. If additional costs arising from the

impediment are incurred by "Xvise" innovative logistics, these must be borne by the principal.

3.3. If the rendering of services is impeded by the principal, "Xvise" innovative logistics is nevertheless entitled to the agreed fee for services. Any extra costs arising in the event of a delay or other obstruction must be reimbursed by the principal.

4. Remuneration

4.1. The settling of accounts for partial services is possible.

4.2. "Xvise" innovative logistics is entitled to invoice all extra costs (e.g. travel costs) and/or third-party expenses, in addition to the agreed fee for services, unless explicitly agreed otherwise.

4.3. If it turns out that the relevant information on which the fee for services was calculated was incorrect or incomplete or is altered in retrospect, "Xvise" innovative logistics is entitled to adjust the fee for services accordingly.

4.4. Applicable VAT rates must be added to all fees for services.

4.5. Payment for all services is due on the date of invoice. The invoiced amount must immediately be transferred without any deductions to the account of "Xvise" innovative logistics.

4.6. The principal is not allowed to withhold payment. Only such claims as have been

legally established by a court or recognized by "Xvise" innovative logistics may be used for balance against payment.

4.7. If payment is delayed, it is agreed that the payable interest on arrears shall be assessed at 8% above the applicable basic rate.

5. Data protection

5.1. Either party is obliged to treat confidentially all business or operating secrets as well as any other information designated as confidential to which they obtain access on account of their cooperation.

Any disclosure of such secrets or information to persons not associated with the placement or execution of the order – unless required by law – shall only be permitted subject to the written consent of the other party.

5.2. Either party is authorized to use the fact, nature, aim or order of magnitude of the cooperation for advertising purposes or to otherwise disclose them to third parties.

5.3. Either party may process the data of the other party in the context of its computerized order placement or order processing.

6. Trademarks

Any title or right, especially copyright, to the services rendered by "Xvise" innovative logistics is the exclusive property of "Xvise" innovative logistics.

In particular, the transfer, duplication or publication of data etc. is inadmissible.

7. Warranties

Warranty claims may only be negotiated with regard to properties that are expressly guaranteed by "Xvise" innovative logistics. If the principal is entitled to such a claim, "Xvise" innovative logistics may choose to either remedy the defect or reduce the fee. For all other purposes, warranty is excluded.

8. Damages

8.1. "Xvise" innovative logistics shall only be liable to indemnify the principal for any economic loss – irrespective of the legal basis – to the extent that "Xvise" innovative logistics is found to have acted wilfully or with gross negligence. Any liability for damage due to minor negligence is excluded. In any case, the liability of "Xvise" innovative logistics shall be limited within the statutorily admissible scope to twice the agreed fee for services.

8.2. Claims under the Product Liability Act shall be excluded within the statutorily admissible scope. This holds true in particular for damage to property.

9. Miscellaneous

9.1. "Xvise" innovative logistics is entitled to hire sub-contractors.

9.2. To the extent that "Xvise" innovative logistics performs forwarding activities, the General Terms and Conditions for Austrian Forwarding Agents (*Allgemeine Österreichische Spediteurbedingungen*) in their updated and revised version shall apply.

10. Statutory limitation

Any claims against "Xvise" innovative logistics shall be statute-barred after six months. The period of limitation shall commence on the date of recognition of the claim, however no later than the date of rendering of the agreed services.

11. Final provisions

11.1. This Agreement shall be governed by Austrian law while foreign law shall be excluded. To the extent that the UN sales law as incorporated in Austrian law would have to be applied to principals domiciled abroad, the applicability of such law shall be excluded.

11.2. Any modification of a contract concluded under these Terms and Conditions or any amendment of the Terms and Conditions themselves, must be made in writing in order to take legal effect.

11.3. The exclusive venue for all disputes arising from or relating to this Agreement shall be at the place of domicile of "Xvise" innovative logistics under the Commercial Code.

11.4 Should one of the provisions of this Agreement be or become invalid, this shall have no effect on the validity of all other provisions. Instead, the parties shall mutually endeavour to negotiate an arrangement which will come as close as possible to the invalid provision in terms of its economic results.