

General Terms and Conditions

Virtual Vehicle Research GmbH

1. Scope

- 1.1. These General Terms and Conditions (hereinafter „GTC“) of Virtual Vehicle Research GmbH (hereinafter “ViF”), Inffeldgasse 21A, 8010 Graz, Austria, shall apply to the entire business relationship between the Customer and ViF (irrespective of which services are provided by ViF), unless otherwise expressly agreed in writing in individual cases.
- 1.2. Any other general terms and conditions or Customer purchasing terms and conditions are only valid insofar as they correspond to the terms and conditions specified in these GTC. ViF is not bound by any terms or conditions, whether written, oral or otherwise, that deviate from those specified in these GTC. Contradictory or deviating Customer general terms and conditions are only valid, if they are expressly confirmed in writing by ViF.

2. Offer and Acceptance

- 2.1. Offers by ViF are non-binding and without obligation; this goes for all provided data, including the offer price.
- 2.2. All orders become effective only when ViF delivers to the Customer its written order confirmation or if ViF factually provides its services to the Customer. The Customer is obliged to examine the order confirmation and shall object to any deviations from the original order within 2 (two) days of the issuance of the order confirmation in writing, otherwise the deviations from the original contract contained in the order confirmation shall be deemed approved.
- 2.3. The validity of any subsequent amendments or additions to the contract shall be subject to written confirmation of ViF.
- 2.4. All offer contents and offer documentation, including the offer price, shall neither be reproduced nor disclosed to third parties without ViF's prior written consent. Offers remain ViF's property and must be returned to ViF or destroyed at any time upon its request.

3. Rights and Obligations of Contracting Parties, Performance of Contract and Transfer of Risk

- 3.1. ViF is obliged to execute the order given to ViF in a proper and state-of-the-art manner according to generally recognized rules of science and technology as well as principles of business efficiency. Regarding research activities which go beyond today's state-of-the-art, the achievement of planned objectives cannot be assured.
- 3.2. Declarations sent by a non-registered mail within Austria are considered as being delivered on the second workday (Monday to Friday) after the date of submission to the postal service, unless the Customer proves that the postal delivery did either not occur or occurred at a later date.
- 3.3. If the Customer does not notify ViF of a change of postal address or email address, and legally relevant declarations as well as invoices and payment reminders sent by ViF are therefore not received, such declarations shall be considered as received.
- 3.4. ViF may, in its sole discretion, assign or delegate any of its duties under the contract to suitable and qualified third parties and may supply them with contracts in its own name and for its own account.
- 3.5. ViF shall be entitled - even at a later stage - to make the processing of the order conditional on the provision of a security or an advance payment if the timely payment of services by the Customer appears threatened.
- 3.6. If ViF is impeded to carry out its services as agreed - should it be regarding deadlines, or defects, or in general - due to an event of force majeure or an event beyond the control of ViF, such as war, civil unrest, natural disaster or other for ViF unavoidable circumstances, then ViF shall not be subject to any legal claims to its disadvantage and the Customer may not claim any form of compensation.
- 3.7. Unless otherwise agreed, the contract is fulfilled with the dispatch of the delivered services from ViF. Use and risk is transferred to the Customer at the time of dispatch of the delivered services. If delivery is delayed by the Customer, use and risk shall be transferred to the Customer when the services are ready for dispatch. Any additional costs shall be borne by the Customer.

4. Warranty

- 4.1. Once the agreed payment terms have been complied with, ViF is solely obliged according to the following provisions, (i) to correct defects existing at the time of handover and affecting the functionality according to the offer due to defect in design, material or manufacturing, and (ii) to correct defects regarding the technical objectives according to the offer.
- 4.2. Unless otherwise agreed to in writing, the warranty period shall be 6 (six) months from the date of transfer of risk as stated in paragraph 3.7. The performance of a warranty obligation does not prolong the original warranty period.
- 4.3. Claims will be accepted only if submitted to ViF within 14 (fourteen) days after handover of service or part of service by a registered letter (notification of defects); defects and losses must be described in detail. The Customer is not

entitled to repair defects unilaterally without ViF's prior consent. Notifications of defects do not entitle the Customer to withhold agreed payments.

- 4.4. If ViF obtains services from third parties to complete its performances for the Customer, ViF's warranty shall be limited to ViF's warranty rights towards the respective manufacturer or supplier.
 - 4.5. If, for the execution of the service, commercial software programs are used, ViF will not assume any warranty or be liable in any way for consequential damages in the event of program errors or any other software errors.
 - 4.6. Warranty claims are conditional upon the Customer providing written notification concerning defects according to paragraph 4.3. In case of deficiencies of the delivered services ViF will either, at its own discretion, repair the deficient delivered services or parts of them at the place of performance or replace them with new ones. Claims for price reduction are excluded. The Customer may only request the cancellation of the contract (conversion) if there is a substantial defect which cannot be remedied or cannot be repaired by ViF. Claims for repair, subsequent delivery of missing services or replacement shall be fulfilled by ViF within a reasonable time period. Claims for damages due to delayed performance cannot be made during this time period.
 - 4.7. If an order is carried out by ViF according to Customer's design specifications, drawings, models or other specifications, ViF's warranty shall be restricted to non-compliance with Customer's specifications.
 - 4.8. ViF's warranty obligations cease immediately if any changes or repairs are made by the Customer or a third person not explicitly authorized by ViF in writing.
- ### 5. Liability
- 5.1. Any liability for slight negligence (except in respect of personal injury) as well as any liability for consequential damages, loss of property and profit, non-achieved savings, loss of interest, lost data and any liability of damages arising from claims by third-parties against the Customer are excluded. Claims must be made in writing within a period of 6 (six) months after having obtained knowledge of the damage and the damaging party, but not later than 2 (two) years from the date of transfer of risk pursuant to paragraph 3.7. The Customer shall indemnify and hold harmless ViF against any and all claims of third parties arising in connection with product liability.
 - 5.2. Any further liability for damages towards each individual damaged party is limited to the amount of the price to be paid by the Customer to ViF under this contract. If the total damage exceeds this maximum limit, the individual damaged party's claim to compensation shall be reduced pro rata.
- ### 6. Premature Termination of Contract
- 6.1. The Customer shall be entitled to terminate the contract, unless agreed otherwise, if delivery is delayed because of gross negligence of ViF and after reasonable period of grace has been granted and expired. The termination of contract is to be carried out via registered letter to the seat of ViF.
 - 6.2. Irrespective of its other rights, ViF shall be entitled to withdraw from the contract, if:
 - a) performance or continuation of performance of the services becomes impossible for reasons attributable to the Customer, or is further delayed due to such reasons after a reasonable grace period has been granted and expired;
 - b) concerns have arisen pertaining to Customer's financial solvency and the Customer, upon ViF's request, has not provided an upfront payment nor adequate securities;
 - c) the Customer is in arrears with some or all of its payments despite a reminder and the threat of contract termination in written or electronic form with a grace period of 14 (fourteen) days;
 - d) in accordance with the Austrian Insolvency Act an insolvency proceeding on the assets of the Customer (i) has validly been instituted and is not revoked within 8 weeks of the legally binding decision to institute insolvency proceedings or (ii) if the request to open insolvency proceedings is rejected due to lack of cost-covering assets;
 - e) the Customer loses its legal or contractual capacity and cannot provide a declaration of liability by the legal representative (custodian etc.);
 - f) a change of Customer's ownership takes place which has a substantial negative impact on ViF's interests;
 - g) ViF has reasonable cause to suspect that the delivery of services to the Customer infringe any sanctions, prohibitions or restrictions under resolutions of the United Nations or laws and regulations of the European Union, the Republic of Austria or any other state which are applicable to the Customer; or
 - h) ViF's services become, after conclusion of the contract, subject to the restrictions imposed by the Council Regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items and the Customer does not obtain a relevant license.
 - 6.3. Without prejudice to the claims for compensation by ViF including pre-trial costs, in case of premature termination, all services or parts thereof, which have already been fulfilled, shall be settled and paid according to the contractual provisions.

- 6.4. All cases of premature termination of the contract that are attributable to the sphere of the Customer shall leave unaffected ViF's claim to the total agreed contractual remuneration irrespective of the degree of completeness of the contracted services. § 1168 Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch) shall apply. In case of justified withdrawal from the contract by the Customer, the Customer shall pay only the services provided up to that time.
- 7. Remuneration and Payment Conditions**
- 7.1. Prices as stipulated in the contract and order are, unless stated otherwise, in Euros. Unless otherwise agreed in the contract, the prices are exclusive statutory value added tax and costs for delivery and packing. Any fees, taxes, duties and other expenses are to be paid by the Customer.
- 7.2. Unless otherwise agreed, all invoices shall be due and payable within 14 (fourteen) days from the date of invoice without any deduction and in Euro to ViF. Cheques or bills of exchange shall be accepted for processing and on account of performance only. All expenses connected therewith (e. g. collection and discount charges) shall be borne by the Customer.
- 7.3. Partial invoices are due immediately upon reception. This also applies to payments which have to be made for additional performances, or performances going beyond the initial contract sums, regardless of the conditions of payment applicable to the main performance.
- 7.4. The Customer is only entitled to offset payment to ViF with legally valid (i) warranty claims or (ii) other counterclaims. In all other cases the Customer is not entitled to withhold or offset any payment.
- 7.5. A payment is deemed to have been made on the date that ViF can dispose of the respective sum.
- 7.6. In case of delayed payment, ViF is entitled to declare any and all amounts outstanding under the current and other contracts as due and payable. Furthermore, ViF is entitled to charge to the Customer the statutory default interest according to section 456 of the Austrian Commercial Code (Unternehmensgesetzbuch) from the respective due date. In addition, ViF is entitled to invoice pre-trial costs, in particular reminder fees and costs for lawyers, insofar as these are necessary for appropriate prosecution. ViF reserves the right to assert any further claims due to delayed payment.
- 7.7. Until the Customer has fulfilled all its obligations (in particular full payment of the price and connected costs and charges), the delivered objects which can be subject of ownership shall remain ViF's property. The Customer shall be obliged to meet all necessary measures for safeguarding ViF's property (e. g. in case of attempted seizure). In case of even partial delay in payment, ViF shall be entitled to collect the delivered objects without any prior approval from the Customer. By transferring of the order form or by accepting delivery of the services, the Customer expressly agrees to the retention of title. The passing of risk under paragraph 3.7 is not affected by the retention of title.
- 8. Confidentiality and Data Protection**
- 8.1. ViF shall keep confidential any documents, data on data carriers or orally provided information received from the Customer during the business relationship and shall not pass on the received information or documents to any third party, or use it otherwise than for the purpose for which it was disclosed nor use the received information for any further commercial purposes.
- 8.2. The above confidentiality obligation shall not apply for information that
- was already known to ViF prior to disclosure; or
 - was already in the public domain at the time of disclosure; or
 - subsequently becomes part of the public domain without this fact being the fault of ViF; or
 - after its disclosure was lawfully made accessible to ViF from third parties without restriction with regard to confidentiality or the right to use such information; or
 - before its disclosure was independently developed by ViF; or
 - has to be disclosed by reason of an administrative or judicial decision or applicable law.
- 8.3. However, ViF is entitled to announce the business relationship with the Customer for advertising purposes, e. g. in form of references, unless otherwise agreed with the Customer.
- 8.4. ViF and the Customer undertake to comply with the data protection provisions pursuant to the Austrian Data Protection Act (DSG - Federal Act concerning the Personal Data) and the European General Data Protection Regulation (GDPR) for all personal data provided to them for the fulfilment of contract-relevant obligations. Accordingly, ViF and the Customer shall instruct their employees in the data protection regulations and shall contractually bind their employees to confidentiality of data.
- 8.5. If it is planned to process personal data within the scope of the order, the Customer shall inform ViF in advance and conclude with ViF a data processing agreement provided by ViF.
- 9. Intellectual Property Rights and Copyrights**
- 9.1. Any already existing procedures, inventions, (interim) results, patents, products and know-how etc. owned by ViF, not resulting from work carried out under the contract, but used to carry out the contractual services by ViF, shall remain ViF's property.
- 9.2. Any procedures, inventions, (interim) results, patents, products and know-how etc. which are a result of work carried out under the contract shall also remain ViF's property. Upon payment of the whole remuneration under the contract, the Customer acquires a non-exclusive right to use the abovementioned procedures, inventions, (interim) results, patents, products and know-how for all purposes in connection with the contract. For clarification purposes it is stated that licensing to third parties is excluded from the aforementioned provision.
- 9.3. If services are provided by ViF according to Customer's design details, drawings, models or specifications, the Customer agrees to indemnify and hold ViF harmless for any infringement of intellectual property rights of third parties.
- 9.4. ViF is entitled, the Customer obliged, to name ViF's company name on all publications and notices regarding the contractual services provided by ViF.
- 9.5. In the event the intended use of the delivered services is impeded by alleged infringement of a third party's intellectual property rights, the Customer shall give ViF immediate notice in writing of any such allegation. ViF reserves the right
- to either modify or replace the contractual services so that they no longer infringe intellectual property rights but still comply with the contractual provisions, or
 - if this is not possible with economically reasonable means, to terminate the contract and to reimburse payments already made by the Customer.
- The Customer is not entitled to any other further claims than the abovementioned, unless the Customer can prove blatant gross negligence or intent on the part of ViF.
- 10. Place of Fulfilment, Jurisdiction and Applicable Law**
- 10.1. Place of fulfilment for all performances is the seat of ViF.
- 10.2. Place of jurisdiction for all legal disputes arising from existing contracts with ViF shall be the locally competent court for the seat of ViF.
- 10.3. Austrian law, with the exclusion of its conflict of laws provisions, applies. It is mutually agreed that the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 11. Miscellaneous**
- 11.1. All terms of these GTC shall only apply insofar as they are not in conflict with mandatory law.
- 11.2. If any provision of these GTC becomes invalid, such invalidity shall not affect the other provisions. The invalid provision is to be replaced by a valid provision that provides for terms as close to the original intention of the provision as possible. This applies accordingly to filling of gaps. No verbal subsidiary agreements exist.
- 11.3. The Customer acknowledges that a research premium according to section 108c Austrian Income Tax Act (Einkommensteuergesetz), in its current version, or a comparable tax incentive for research in relation to ViF's services to the Customer is solely asserted by ViF.
- Data Protection Notice**
- ViF processes the personal data received from the Customer, e.g. data of employees and agents, for the purpose of contract initiation and processing. The Customer shall accordingly inform the persons whose data it provides to ViF. The legal basis is the performance of a contract or taking steps prior to entering into a contract. In addition, ViF processes the personal data received from the Customer to maintain the contractual relationship. The legal basis for this is ViF's legitimate interests in managing the contractual relationship.
- If necessary, ViF transfers these personal data for the above mentioned purpose to data processors and third parties, such as legal and tax consultants.
- ViF stores the data of the Customer for the period necessary for the corresponding purposes of the above indicated data processing. Moreover, it might be necessary to regard further legal periods of storage and of limitation.
- The Customer has - in principle - the right to receive information regarding what kind of personal data of the Customer ViF processes, as well as the right to demand rectification, erasure or restriction of personal data or to object to processing as well as the right to data portability, subject to applicable data protection law. Requests in this regard shall be addressed in writing to the contact details indicated below. The Customer may address a complaint to the Austrian Data Protection Authority.
- Contact details of the data controller:
 Virtual Vehicle Research GmbH
 Inffeldgasse 21/A
 A-8010 Graz, Austria
 E-Mail: privacy@v2c2.at