

GENERAL TERMS AND CONDITIONS (GTC) GASYCO GMBH

(Status: November 2020)

I. General

1. *Validity*

These General Terms and Conditions (in the following referred to as „GTC“) form the foundation for business activities of all transactions of Gasyco GmbH (in the following referred to as „Gasyco“). The GTC form an integral part of all contracts, agreements, offers and other legal declarations concluded by Gasyco with business partners (in the following referred to as „customer“). By entering a business transaction with Gasyco in writing, in person or in any other way, the Customer agrees to the validity of the General Terms and Conditions of Gasyco. The GTC shall be binding for all present and future business transactions with Gasyco, even if no reference is made to them.

2. *Contradictions*

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless explicitly agreed in writing by Gasyco.

II. Offer, Contract Closing

1. *Offers*

Gasyco's offers – unless they are explicitly designated as binding – shall be subject to change and non-binding until written acceptance of the offer by Gasyco has been received by the customer. This shall also apply to all information in price lists, brochures, home pages, etc. Product pictures are to be understood as sample pictures and may visually differ from the actual product.

2. *Placing an order*

An order may be placed with Gasyco in writing (by letter, e-mail, fax etc.) or verbally (in person, by telephone).

3. *Order confirmation*

Gasyco shall send the customer an order confirmation (acceptance of an offer) or inform the customer of the rejection of the order within a reasonable time after receipt of the order. Acceptance shall constitute a legally binding contract between Gasyco and the customer.

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III. Service Provision

1. *Realisation*

Gasyco may also have the order – in whole or in part – executed by third parties. Unless otherwise agreed between Gasyco and the customer or mandatory statutory provision exist, Gasyco shall be free to decide on the nature or execution of the order.

2. *Delivery and performance dates*

The deliver and performance dates specified by Gasyco are only approximate and non-binding unless they have been explicitly confirmed in writing as binding. No claims against Gasyco can be derived from non-compliance with non-binding delivery and performance dates. If binding delivery dates have been agreed, the customer may withdraw from the contract in the event of a delay in delivery after setting a reasonable grace period of at least 30 days. The withdrawal must be made by a registered letter. The right of withdrawal only applies to the part of the delivery or performance that is in default.

3. *Place of delivery, risk of loss*

The place of delivery is A-1110 Vienna, Eyzinggasse 23. Unless otherwise agreed, the costs and risk of the transport of goods shall be borne by the customer.

4. *Acceptance and part delivery*

The customer is obliged to accept the goods and services provided by Gasyco. Delivered goods shall be deemed to have been accepted upon delivery ex works. If installation services have been agreed, the service shall be deemed to have been accepted at the earliest of the following times: when acceptance is confirmed by the customer or its end customer; when the installed delivery or service has been put into operation at the customer's or its end customer's premises; at the latest four weeks after installation. Services and directorial services shall be deemed accepted upon actual performance. Partial deliveries and partial acceptances are permitted.

5. *Reservation of proprietary rights*

The goods remain in the property of Gasyco until full payment has been received.

6. *Terms of delivery*

Goods will be delivered by Gasyco to the address that the customer has specified as the delivery address in the order. The delivery of the ordered goods is carried out by professional delivery services, usually DPD or UPS.



7. *Default by the customer*

If the customer does not accept the service at the required time and place or if Gasyco's performance is delayed or made impossible, the customer shall be in default of acceptance. In this case Gasyco shall be entitled to withdraw from the contract or insist on performance of the contract after setting a reasonable grace period of seven days. Goods not accepted on the agreed date shall be stored at the customer's risk and expense for the duration of the grace period set. If Gasyco voluntarily agrees to do so Gasyco may charge a storage fee of 0.5% of the invoice amount per calendar day. In the event of withdrawal from the contract due to default of acceptance by the customer, a contractual penalty of 15% of the invoice amount excluding VAT shall be deemed agreed. The customer shall also compensate Gasyco for any damage culpably caused by it.

Gasyco shall also be entitled to withdraw from the contract if the customer continues to breach material obligations under the contract (obligation to cooperate, payment of the deposit or partial payments) despite a written warning and the granting of a seven-day period of grace. In such a case, the above legal consequences (contractual penalty of 15% of the invoice amount excluding VAT and compensation for culpably caused damage) shall also come into force.

IV. Rights and Obligations of the Customer

1. *Cooperation duties of the customer*

The customer is obliged to cooperate in the fulfilment of the order if necessary and to support Gasyco to the best of his ability. The customer shall be responsible for obtaining any necessary permits or approvals.

2. *Provision of information*

The customer shall be obliged to provide Gasyco with all information essential for the execution of an order in good time and without being asked.

3. *Existence of all rights*

Furthermore, the customer is obliged to ensure that he or she has all rights necessary for the execution of the order. The customer shall reimburse Gasyco and its agents against all claims by third parties which are based on a breach of this obligation. The customer guarantees that no claims shall be asserted against Gasyco or its agents. In the event of any claims being made against Gasyco or its agents, the customer shall be obliged to reimburse Gasyco from liability.

4. *Non-assignment clause*

The customer may only transfer or pledge its rights under the contract concluded with Gasyco, in whole or in part, to third parties with the prior written consent of Gasyco.

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V. Warranty

1. *Coverage*

A defect triggering a warranty claim by the customer shall only exist if it deviates from the contractually owed Person. The assertion of warranty claims is only permissible for defects that were already present at the time of acceptance. Gasyco shall not accept any further warranty promises. The warranty period shall be six months from acceptance. In the event of warranty, Gasyco shall be entitled to determine the type of it (improvement, replacement, price reduction or rescission) itself. If Gasyco rectifies defects outside the warranty or provides other services or direction, these shall be invoiced at an appropriate fee according to time and effort.

2. *Warranty exclusions*

In any case, no warranty claims shall be accepted for actions taken by Gasyco in the performance of its obligations that are based on incorrect or inaccurate information or instructions from the customer or for damage caused by unsuitable or improper use or handling.

3. *Notice of defects*

The customer shall notify Gasyco of any defects directly, but no later than five working days after acceptance, otherwise all warranty claims shall expire. The notification of defects must be specified and made in writing. The existence of defects must be proven by the contractual partner. §§ 924, 933b ABGB (Austrian Civil Code) shall not apply.

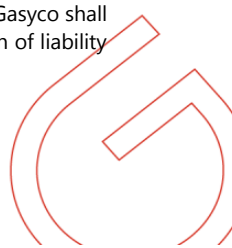
VI. Disclaimer of Liability

1. *No liability for the correctness of the information of third parties and for indirect damages*

Gasyco assumes no liability for the accuracy and completeness of information provided by third parties, unless its incorrectness or incompleteness is explicitly known (§1300 ABGB). Furthermore, Gasyco shall not be liable for indirect damage, consequential damage, loss of profit, pure financial loss, loss of interest and damage arising from claims by third parties or against third parties who are not contractual partners.

2. *No liability for minor negligence*

In addition, Gasyco shall not be liable in the event of slight negligence. If the customer is an entrepreneur, the liability of Gasyco shall be limited to cases of intent and gross negligence, irrespective of the legal grounds. Excluded from this general limitation of liability are damages resulting from injury to life, body or health or claims under the Product Liability Act.



3. *Limitation of liability*
Any liability claims against Gasyco shall be limited to compensation for adequately foreseeable damage, but in any event to the value of the payment received by Gasyco. If, in any case, a penalty has been agreed upon, this shall be subject to judicial mitigation. The assertion of claims for damages exceeding the penalty is excluded.
4. *Temporal limitation of liability*
Liability shall expire by limitation six months after knowledge of the damage and the damaging party.
5. *No liability for prices*
Gasyco does not warrant, guarantee or represent that there are no comparable lower priced service offerings available in the marketplace.
6. *No liability for third parties*
Gasyco shall only be liable for damage caused by third parties called in by Gasyco in the event of fault in selection. Gasyco shall not be liable for damage caused by following a recommendation, advice or similar from a third party, even if it appears on the website.
7. *No liability to third parties*
Gasyco shall only be liable to its customer and not to third parties. The customer shall be obliged to explicitly draw the attention of third parties who encounter Gasyco's services as a result of the customer's actions to this fact. The customer undertakes to reimburse Gasyco in full against any claims made by third parties if a claim is made against Gasyco either in or out of court.

VII. Limitation/Preclusion of Claim

Unless a shorter period of limitation or preclusion applies by law or contract, all claims against Gasyco shall be forfeited if they have not been asserted in court within one year of the rightful claimant becoming aware of the damage and injuring party or of the event giving rise to the claim, or if they have not been explicitly acknowledged by Gasyco in writing.

VIII. Confidentiality, Data Privacy

1. *Nondisclosure*
Gasyco undertakes to treat all information made available to it as confidential and not to disclose it to third parties unless there is a legal basis for doing so. The customer in turn undertakes to maintain secrecy with regard to all business and trade secrets made available or made available to him by Gasyco or otherwise made known to him in connection with or as a result of a business relationship or contact with Gasyco, and not to make these available to third parties in any way whatsoever without the consent of Gasyco. Furthermore, the customer undertakes to use information only on a "need to know" basis and only within the scope of the contract concluded. This confidentiality obligation shall remain in force for three years after termination of the business relationship with Gasyco or, independently of a business relationship, for three years after the submission of an offer.
2. *Data handling*
Gasyco and its agents determine, store and process the personal data provided by the customer (in particular name, address, e-mail address, telephone number and data for account transfers) and the data associated with the business relationship in compliance with the provisions of the Data Protection Act and the Basic Data Protection Regulation. Gasyco shall use the personal data provided by the customer without the customer's separate explicit consent solely for the purpose of processing the contract and answering inquiries, unless the customer has given his explicit consent to the further use of his data, in particular for advertising purposes. In the absence of consent to the use of the data for advertising or other purposes, the data will be blocked for further use after complete processing of the contract and complete payment of the fee, and deleted after expiry of the storage periods under tax, company and civil law.
If consent is granted, the data will be stored for advertising purposes. The customer can revoke a given consent to the collection, processing and use of personal data at any time. Gasyco will not pass on personal data to third parties for advertising and marketing purposes without the customer's explicit consent.

IX. Prices

1. *Appropriate Remuneration*
In the absence of any written agreement to the contrary, Gasyco shall be entitled to reasonable remuneration (fee) for the services performed. Gasyco shall also be entitled to a remuneration if the goods or work are not used or are dependent on the decision of a third party.
2. *Order changes*
Any changes to the order requested by the customer in the course of the execution of the order are at the customer's expense and will be charged separately.



3. *Prices*
All amounts are net amounts, unless explicitly stated otherwise, and are exclusive of statutory value added tax, duties and transaction costs for payment transactions as well as any shipping, assembly and installation costs. Unless explicitly stated otherwise, the price is to be understood as unit price. The prices are quoted in Euro and are ex works.
4. *Price guarantee, cost proposal*
Gasyco will prepare a cost proposal according to its best expertise. However, no responsibility is taken for its correctness. If there are cost increases of more than 15% after the order has been placed, Gasyco shall inform the customer of this immediately. In the event of unavoidable cost overruns of less than 15%, a separate notification is not necessary and these costs can be invoiced without further ado. Unless otherwise agreed, order changes or additional orders may be invoiced at reasonable prices. Gasyco is permitted to charge a reasonable fee for cost estimates, unless otherwise agreed.

Gasyco shall not be bound by the observance of previous prices in the case of follow-up orders.

X. Due Date, Default Interest, Compensation Prohibition, Joint and Several Liability

1. *Due date*
The remuneration (fee) is due with the delivery of the invoice. If the fee has not already been paid directly within the scope of the service provision or if no advance payment has been made, the fee shall be transferred to the bank account specified in the invoice upon receipt of an invoice.
2. *Prepayment*
Gasyco shall be entitled to invoice the remuneration (fee) in advance. If a fee invoiced in advance (fee) is not paid despite a reminder, Gasyco shall be entitled to withdraw from the contract without further notice. In such a case, the customer shall nevertheless be obliged to pay for the services Gasyco has provided so far.
3. *Partial billing*
Gasyco shall also be entitled to issue partial invoices for divisible services. If partial payments have been agreed upon, a loss of deadline will occur if even a partial payment is not made on time or in full. Upon the occurrence of the loss of the deadline, the entire outstanding balance shall become due for payment immediately. In the event of a loss of deadline, Gasyco shall be entitled to take the goods delivered under reservation of title into safekeeping without withdrawing from the contract until the entire claim is fully covered, including ancillary costs.
4. *Default interest, reminder fees*
In the event of late payment, Gasyco shall be entitled to charge 9.00 % (annually) of interest on default interest and to charge reminder fees of at least EUR 20 per reminder. In the event of delayed payment for which Gasyco is responsible, the customer shall also be obliged to reimburse Gasyco for all costs incurred for the appropriate collection of the claim, such as lawyers' fees and costs of collection agencies, and to reimburse Gasyco for any further damage, in particular for damage resulting from the fact that correspondingly higher interest is charged on any credit accounts as a result of non-payment.
5. *Compensation prohibition*
The customer shall not be entitled to set off his own counterclaims against claims of Gasyco.
6. *Joint and several liability*
Several customers or persons involved in a business on one side owe the payment (fee) to the undivided hand.

XI. Regulations concerning the Internet Presence

1. *Prohibition of reproduction*
Content and structure of the website www.gasyco.com are protected by copyright. Reproduction of information or data, in particular the use of texts, parts of texts or images is not permitted and requires the prior written consent of Gasyco. This also applies to brochures, leaflets and other materials from Gasyco.
2. *No liability for links to third party websites*
No liability is assumed for the content of external websites to which reference is made by means of links, nor for errors resulting from defective data transmission.



XII. Final Provisions, Law, Place of Jurisdiction

1. *Amendment of the general terms and conditions*

Gasyco reserves the right to adapt the terms and conditions at any time for future business. The current General Terms and Conditions at the time the contract is concluded, as published on the website www.gasyco.com, shall apply.

2. *Salvatorius clause*

Should one or more provisions of these GTC be or become (legally) invalid or unenforceable, the remaining provisions of these GTC shall remain unaffected. In this case, the parties to the contract undertake to agree on a provision that comes closest to the economic content of the invalid or unenforceable provision.

3. *Place of performance and jurisdiction*

The place of performance for all obligations under the contracts concluded with Gasyco shall be A-1110 Vienna. If the customer does not have a compulsory place of jurisdiction, the exclusive jurisdiction of the court with jurisdiction over the subject matter for A-1110 Vienna shall be agreed for all disputes arising from or in connection with the business relationship between the customer and Gasyco (§ 104 JN).

4. *Applicable law*

Austrian law shall apply exclusively (also in the case of a customer's foreign purchases), excluding the conflict of laws rules.

