

GENERAL TERMS AND CONDITIONS (GTC) OF GASYCO GMBH

(As of March 2025)

I. General Provisions

1. Scope of the GTC

These General Terms and Conditions (hereinafter referred to as "**GTC**") are the basis for the business activities of all transactions (in particular also the digital services, see Section V.) of Gasyco GmbH (hereinafter 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 (hereinafter referred to as "**Customer**"). By commencing a business transaction with Gasyco in writing, in person or in any other way, the customer agrees to the validity of Gasyco's GTC. The GTCs are binding for all current and future business dealings with Gasyco, even if they are not expressly referred to.

2. Conflicts with Other Terms

Deviating terms and conditions of the customer or a third party shall only apply if Gasyco has expressly agreed to their validity in writing.

II. Offers and Contract Conclusion

1. Offers

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

2. Order Placement

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

3. Order Confirmation

Gasyco will send the Customer an order confirmation (acceptance of the offer) or inform the Customer of the rejection of the order within a reasonable time after receipt of the order. Upon acceptance, a legally binding contract is formed between Gasyco and the customer.

III. Service Provision

1. Execution

Gasyco may also have the order - in whole or in part - carried out by third parties. Unless otherwise agreed between Gasyco and the customer or mandatory legal provisions, Gasyco is free with regard to the type and execution of the order.

2. Delivery/Service Deadlines

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

3. Place of Fulfillment and Risk Transfert

The place of performance is 1140 Wien, Hauptstraße 122. Unless otherwise agreed, the costs and risk of transporting goods shall be borne by the customer.

4. Acceptance and Partial Delivery

The customer is obliged to accept the deliveries and services provided by Gasyco. Goods delivered "ex works" are deemed to have been accepted with the delivery "ex works". If installation services have been agreed, the service shall be deemed to have been accepted at the earliest of the following dates: when acceptance is confirmed by the customer or its end customer; if the installed delivery or service has been operationally put into operation at the customer's or its end customer's premises; no later than four weeks after installation. Services and management services are deemed to have been accepted when they are actually performed. Partial deliveries and partial acceptances are permitted.

5. Retention of Title

Goods remain the property of Gasyco until full payment has been made.

6. Delivery Conditions

In the case of a requested delivery, goods will be delivered by Gasyco to the address specified by the customer as the delivery/delivery address in the order. The delivery/delivery of the ordered goods is carried out by professional delivery services, usually DPD or UPS.



7. *Customer Default*

If the service is not accepted by the customer at the specified time and place, or if the performance of Gasyco 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 to insist on the fulfillment of the contract after setting a reasonable grace period of seven days. Goods not accepted on the agreed date will be stored at the customer's risk and expense for the duration of the set grace period, and beyond if Gasyco voluntarily agrees to do so, for which Gasyco may charge a storage fee of 0.5% of the invoice amount per calendar day or part thereof. 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 to have been agreed. In addition to the contractual penalty, Gasyco can claim compensation for damages exceeding this.

Gasyco is also entitled to withdraw from the contract if the customer continues to violate material obligations under the contract (obligations to cooperate, payment of the deposit or partial payments) despite a written warning and the setting of a grace period of seven days. In such a case, the above legal consequences (contractual penalty of 15% of the invoice amount excluding VAT as well as additional damages for culpably caused damage) also come into force.

IV. **Customer Rights and Obligations**

1. *Cooperation Obligations*

The customer is obliged to cooperate in the fulfillment of the order if necessary and to support Gasyco to the best of its ability. The customer must ensure that any necessary permits or consents are obtained.

2. *Information Disclosure*

The customer is obliged to provide Gasyco with all information essential for the execution of an order in a timely and unsolicited manner.

3. *Rights Availability*

The customer is also obliged to ensure that the customer has all necessary rights for the execution of the order. The Customer shall indemnify Gasyco and its vicarious agents against all claims by third parties based on a breach of this obligation. The customer guarantees that no claims will be asserted against Gasyco or its vicarious agents. In the event of claims being asserted against Gasyco or its vicarious agents, the customer is obliged to indemnify Gasyco from liability.

4. *Prohibition of Assignment*

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.

V. **Digital Services**

The regulations under this point V. apply exclusively to the use of digital services and in this case take precedence over the other provisions of these GTCs, if any. If there is no separate provision under this point, the general provisions of the GTC apply.

1. *License & Use of Customer Data*

The Customer may also be granted the right to use one or more Digital Services provided by Gasyco by means of a separate agreement. This license may only be used by the persons named by Gasyco Customer in a written document. Gasyco will provide the persons concerned with an individual username and password. The Customer is obliged to inform Gasyco immediately in writing of any changes regarding the Authorized Users. Gasyco reserves the right to make changes to the Service, for example in connection with its content, availability and functionality.

When registering as a user of the Service, the Client provides information about its establishment. In addition, other customer data is collected and stored during the use of the service. Gasyco may use the registered data for marketing purposes and to optimize its business processes. The registered data is used in a way that ensures that the customer cannot be identified by third parties.

2. *Terms of payment and Due Date*

Unless otherwise specified in the contract, the monthly license fees for a full year must be paid in advance. The entire annual amount is due on 31.01 of the corresponding year.

Compliance with the agreed payment dates is an essential condition for Gasyco's performance of the contract. Failure to comply with the agreed payment dates entitles Gasyco to discontinue the current license and withdraw from the contract. This does not affect the right to charge the statutory default interest in the event of default of payment.

3. *Additional Costs*

In addition to the license fees, the customer shall also bear reasonable costs for any assistance, error diagnostics as well as error and fault rectification as well as other corrections, changes and additions, insofar as these are attributable to the customer.

4. *Customer Obligations*

It is the Customer's responsibility to procure and maintain all equipment, software and data connections required for the use of the Service. The customer is obliged to treat the usernames and passwords confidentially. If the Customer suspects or learns that a username or password has been made available to third parties, the Customer is obliged to inform Gasyco immediately so that access to the Service can be prevented with these access data.



The Customer is responsible for the accuracy of all information entered into the Service. The customer is responsible for all consequences resulting from the transmission of false information.

5. *Warranty*

Gasyco warrants (with regard to point V.6.) that the Software fulfils the functions described in the accompanying documentation, provided that it is used in the manner described in the Agreement.

Gasyco does not assume any liability for the completeness, correctness, errors, disruptions, timeliness of the content or damages, nor is Gasyco obliged to correct erroneous results due to improper operation, interfaces and parameters. In the case of entrepreneurs, the obligation to update pursuant to Section 7 VGG in conjunction with Section 1 (3) VGG is excluded.

6. *Force Majeure*

If the performance of the contract is prevented or unreasonably hampered by circumstances such as war, government action, riots, civil unrest, restrictions in electricity consumption or electricity, labor disputes, prohibitions, restrictions, denied permits, accidents, machine failures or the inability of subcontractors to deliver, Gasyco shall be released from its obligations to the appropriate extent. If such delays continue for more than two months, the Customer and Gasyco are entitled to withdraw from the contract.

7. *Service Interruptions*

Gasyco does not guarantee the continuous availability of the service. Temporary restrictions can be caused by technical issues such as power outages, hardware defects, network disruptions, and software bugs.

Gasyco reserves the right to temporarily limit the Services if necessary to maintain capacity limits, to ensure the security and integrity of the servers, or to implement technical measures that support the proper or improved provision of the Services.

Maintenance work can also lead to short-term shutdowns. In particular, Gasyco carries out regular tests to prevent viruses and other disorders. In the event of longer planned interruptions for maintenance, modification, repair or installation of the service, the customer will be informed in advance.

8. *Intellectual Property & Confidentiality*

All intellectual property rights in the Digital Service remain with Gasyco. The information technology programs and administrative routines that form the basis of the content of the Service have been developed by Gasyco and are protected by copyright. Without the written consent of Gasyco, the Service may not be used by the Customer to publish or transmit material protected by copyright, trademark or other proprietary rights. Gasyco's consent is required for the use of Gasyco services that go beyond the originally agreed purpose and scope of use, regardless of whether this service is protected by copyright. Gasyco and the author are entitled to a separate, appropriate remuneration for this. Furthermore, the Customer may not use the Service in any way that may be detrimental, damaging to reputation or otherwise harmful to Gasyco, other Customers or third parties.

The Customer shall treat the information obtained through the Service confidentially and shall not disclose it to third parties without the written consent of Gasyco. In addition, the customer does not use the information in a way that violates the contract. This confidentiality obligation shall remain in force even after the termination of the contract.

9. *Liability for misuse*

The Customer undertakes to indemnify Gasyco against any claims in the event that Gasyco is held liable to third parties due to damage caused by the Customer's misuse of the Service.

In cases of slight negligence, Gasyco shall not be liable for property damage or financial loss to the customer, regardless of whether it is direct or indirect damage, loss of profit or consequential damage, damage due to delay, impossibility, positive breach of claim, fault at the conclusion of the contract, defective or incomplete performance. The injured party must prove the existence of gross negligence.

10. *Contract Duration for Digital Services*

The contractual relationship, which is fixed for an indefinite period of time, can be terminated by both parties in writing at the end of each calendar year, subject to a six-month notice period. The termination must be made in writing.

The parties also have the right to terminate the contract if the other party commits a material breach of the contract and fails to remedy it within 30 days of receipt of a written complaint.

Furthermore, Gasyco is entitled to terminate the contract with immediate effect for important reasons. Good cause exists in particular if (a) the performance of the service becomes impossible for reasons for which the customer is responsible or is further delayed despite the setting of a grace period of 14 days; (b) the customer continues to violate material obligations under this contract, such as payment of a due amount or obligations to cooperate, despite a written warning with a grace period of 14 days; (c) there are legitimate doubts as to the creditworthiness of the customer and the customer does not make advance payments at Gasyco's request or provide suitable security before Gasyco performs; (d) bankruptcy or compensation proceedings are opened against Customer's assets or an application for the opening of such proceedings is rejected for lack of cost-covering assets, or if Customer ceases to make payments, or (e) Customer uses the Service in an unlawful or unethical manner or in Gasyco's opinion that use jeopardizes the functionality of the Service and/or information security.

VI. **Warranty**

1. *Scope*

A defect triggering warranty claims on the part of the customer only exists in the event of a deviation from the contractually owed. The assertion of warranty claims is only permissible for defects that were already present at the time of acceptance. Gasyco does not make any further representations. The warranty period is six months from acceptance. In the event of a warranty, Gasyco is entitled to determine the type of warranty (improvement, replacement, price reduction or conversion) itself. If Gasyco rectifies defects outside the warranty or provides other services or management services, these will be charged at an appropriate fee according to expenditure.



2. *Warranty Exclusion*

In any case, there are no warranty claims for performance actions by Gasyco 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. *Notification of Defects*

The customer must notify Gasyco directly of the defect immediately, but no later than within five working days of acceptance, otherwise all warranty claims will expire. The notice of defects must be specified and made in writing. The existence of defects must be proven by the contractual partner. Sections 924 and 933b of the Austrian Civil Code do not apply.

VII. Disclaimer of Liability

1. *No Liability for Third-Party Information and Indirect Damages*

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

2. *No Liability for Minor Negligence*

In addition, Gasyco's liability in the event of slight negligence is excluded in any case. If the customer is an entrepreneur, Gasyco's liability is limited to cases of intent and gross negligence, regardless of the legal grounds. Excluded from this general limitation of liability are damages resulting from injury to life, limb, health or claims under the Product Liability Act.

Gasyco is only liable for damages arising from a digital service that Gasyco inflicts on the customer in the course of business transactions up to the amount of the current license fee for 12 months and only in the event of intent and gross negligence. Compensation for consequential damages, pure financial losses, lost profits, damages from third-party claims as well as claims of any kind in connection with any unavailability of the service is excluded.

3. *Monetary Liability Limitation*

In any case, any liability claims against Gasyco are limited to compensation for adequate foreseeable damage, but in any case in terms of the amount of the remuneration received by Gasyco. If, in whatever case, a penalty has been agreed, it is subject to the judicial right of moderation. The assertion of damages beyond the penalty is excluded.

4. *Temporal Limitation of Liability*

Liability expires six months after knowledge of the damage and the person causing the damage.

5. *No Liability for Prices*

Gasyco does not assume any liability, guarantee or warranty that there are no comparable cheaper service offers on the market.

6. *No Liability for Third Parties*

Gasyco is only liable for damage caused by third parties called in by Gasyco in the event of a fault in the selection. Gasyco shall not be liable for any damage caused by the following of a third party's recommendation, advice or the like, even if it appears on the Website.

7. *No Liability to Third Parties*

Gasyco is only liable to its customer, but not to third parties. The customer is obliged to expressly inform third parties who come into contact with Gasyco's services due to the customer's involvement of this circumstance. The customer undertakes to fully indemnify and hold Gasyco harmless against claims by third parties in the event that Gasyco is claimed by third parties in court or out of court.

VIII. Statute of Limitations/Preclusion of Claims

Unless a shorter limitation period or preclusive period applies by law or contract, all claims against Gasyco shall be forfeited if they have not been asserted in court within six months of the claimant's knowledge of the damage and tortfeasor or of the event giving rise to the claim, or if Gasyco has not expressly acknowledged them in writing.

IX. Confidentiality, Data Protection

1. *Confidentiality*

Gasyco undertakes to treat all information provided 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 about all trade and business secrets made accessible to him, made available to him or otherwise known in connection with or as a result of a business relationship or contact with Gasyco and not to make them accessible to third parties in any way whatsoever without Gasyco's consent. Furthermore, the customer undertakes to use information only on a "need to know" basis and only within the framework of the concluded contract. This confidentiality obligation remains in place for three years after the termination of the business relationship with Gasyco or independently of a business relationship for three years after the offer is made.



2. *Data Processing*

Gasyco and its vicarious agents determine, store and process the personal data disclosed by the customer (in particular name, address, e-mail address, telephone number and data for account transfers) as well as the data related to the business relationship in compliance with the provisions of the Data Protection Act and the General Data Protection Regulation. Gasyco will use the personal data provided by the customer without the customer's separate express consent exclusively for the purpose of processing the contract and answering inquiries, unless the customer has expressly consented 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 purposes or other purposes, the data will be blocked for further use after the contract has been completed and the fee has been paid in full and deleted after the expiry of the retention periods under tax, company and civil law. If consent is given, the data will be stored for advertising purposes. The customer can revoke any consent given 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 unless the customer has given explicit consent to this.

X. Prices

1. *Reasonable Fee*

In the absence of a written agreement to the contrary, Gasyco shall be entitled to an appropriate fee for the services rendered. Gasyco is also entitled to a fee if the goods or work are not used or depend on the decision of third parties.

2. *Order Changes*

Changes to the order requested by the customer in the course of order execution are at the customer's expense and will be charged separately.

3. *Prices*

Unless expressly stated otherwise, all amounts are net amounts and do not include statutory value added tax, duties and transaction costs for payment transactions as well as any shipping, assembly and installation costs. Unless expressly stated otherwise, the price is to be understood as a single price. Prices are quoted in euros and are "ex works".

4. *Price Guarantee, Cost Estimate*

A cost estimate is prepared by Gasyco to the best of its expertise. However, no guarantee is given for the correctness. If there are cost increases of more than 15% after the order has been placed, Gasyco will notify the customer immediately. In the case of unavoidable cost overruns of less than 15%, a separate notification is not required 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 an appropriate fee for cost estimates, unless otherwise agreed.

Gasyco is not bound by compliance with previous prices for follow-up orders.

XI. Due Date, Default Interest, Prohibition of Compensation, Joint and several Liability

1. *Maturity*

The fee is due upon delivery of the invoice. If the fee has not already been paid directly in the context of the provision of the service or if no advance payment has been made, the fee must be transferred to the bank account specified in the invoice upon receipt of an invoice.

2. *Prepayment*

Gasyco is entitled to invoice the fee in advance. If a fee invoiced in advance is not paid despite a reminder, Gasyco is entitled to withdraw from the contract without setting a further deadline. In such a case, the customer is nevertheless obliged to pay for the services provided by Gasyco to date.

3. *Partial Invoices*

Gasyco is also entitled to submit partial invoices in the case of divisible services. In the case of an agreement on partial payments, a loss of deadline occurs if even one partial payment is made late or not in full. Upon the occurrence of the loss of the deadline, the entire remaining outstanding amount is due for payment immediately. In the event of a loss of schedule, Gasyco shall have the right to take custody of the goods delivered under retention of title without withdrawal from the contract until the entire claim is fully covered, including ancillary costs.

4. *Interest on Arrears, Reminder Fees*

In the event of default of payment, Gasyco is entitled to demand 9.00% (annually) of default interest as well as reminder fees of at least EUR 20 per reminder. In the event of default in payment, the customer is also obliged to reimburse Gasyco all costs incurred and necessary for the appropriate collection of the claim, such as lawyers' fees and costs of collection agencies, and to compensate for any further damage, in particular also the damage resulting from the fact that correspondingly higher interest rates are incurred on any credit accounts as a result of non-payment.

5. *Prohibition of Compensation*

The customer is not entitled to offset his own counterclaims against claims of Gasyco.



6. *Joint and several Liability*

Several customers or persons involved in a transaction on one side owe the fee to the undivided hand.

XII. Provisions relating to the Website

1. *Prohibition of Reproduction*

The content and structure of the website www.gasyco.com are protected by copyright. The reproduction of information or data, in particular the use of texts, parts of texts or images, is generally not permitted and requires the prior written consent of Gasyco. This also applies to Gasyco brochures, leaflets and other materials.

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, as well as for errors resulting from defective data transmission.

XIII. Final Provisions, Law, Jurisdiction

1. *Modification of Terms and Conditions*

Gasyco reserves the right to amend the GTCs at any time for future transactions. The current terms and conditions at the time of conclusion of the contract, as published on the website www.gasyco.com, apply. Customers with an ongoing continuing obligation – in particular all users of our digital service – will be notified of the amended GTC in good time before they come into force by e-mail or by publication on the website.

2. *Severability Clause*

Should one or individual provisions of these GTCs be or become (legally) invalid or unenforceable, the remaining provisions of these GTCs shall remain unaffected. In this case, the contracting parties undertake to make a provision that comes as close as possible to the economic content of the invalid or unenforceable provision.

3. *Place of Performance and Jurisdiction*

The place of performance for all obligations arising from the contracts concluded with Gasyco is 1110 Vienna. Insofar as there is no mandatory place of jurisdiction for the customer, the exclusive jurisdiction of the court with jurisdiction for 1110 Vienna, Austria is agreed for all disputes resulting from or in connection with the business relationship between the customer and Gasyco (§ 104 JN).

4. *Applicable Law*

Austrian law applies exclusively (even in the case of a customer's foreign connection) to the exclusion of conflict of law rules.

