



## I. Generals, Scope of Application

**a)** All deliveries, services and offers by Angelbird Technologies GmbH (hereinafter referred to as „Angelbird“) are made exclusively subject to these General Terms and Conditions („GTC“). We do not accept any other terms and conditions of our contractual partners or any deviations. Confirmations by our contractual partners making reference to their terms and conditions are hereby contradicted and shall not constitute content of the contract between Angelbird and its contractual partners. Deviating general terms and conditions of our contractual partners shall only become valid in case we have expressly acknowledged them in writing in the individual case and shall then only apply to the specific business transaction. Our GTC shall also apply if we accept the customer's order/ commission without objections despite being aware of conflicting terms and conditions of the customer or terms and conditions of the customer that are not included in our GTC; acts of performance shall by no means be deemed to constitute our consent to deviating terms and conditions. Deviations from and additional agreements to these GTC are only effective when confirmed by us in writing. Our GTC also apply to any following commercial relationship. Our employees are not authorized to make changes concerning contractual terms.

**b)** These GTC shall apply to both, entrepreneurs as defined in Para 1 Sec 1 of the Austrian Commercial Code (UGB) and to individuals who conclude the respective contract for purposes that can neither be attributed predominantly to their commercial nor to their self-employed activity (hereinafter referred to as „Consumers“). Insofar as special provisions for consumers have been established, these shall replace the general provisions.

**c)** The following provisions shall also apply to contracts concluded via electronic means („e-commerce“), unless other terms and conditions are specified thereto. In addition, Paras 5a subseq Austrian Consumer Protection Act (KSchG), the Austrian Consumer Warranty Act (VGG) and the Austrian Distance and Off-Site Transactions Act (FAGG) apply to contractual relationships with Consumers.

## II. Contract Conclusion, Regulatory Authorizations, Auxiliary Personnel, Information Obligations

**a)** Our offers are non-binding. Illustrations, drawings and trademarks are non-binding.

**b)** Contracts, including other agreements and side agreements, in particular insofar as they deviate from these GTC, shall be deemed to have been entered into when the customer's order/commission is confirmed by us in writing or is actually fulfilled by us by dispatch of the goods to the customer or provision of the commissioned service. Oral side agreements must be made in writing in order to be legally binding.

**c)** The content of the agreement, in particular with regard to the scope of delivery and performance, shall be determined by our written confirmation. The amendment of individual agreements can only be made in writing even after conclusion of the contract.

**d)** Angelbird is not obliged to verify the power of representation of the respective commissioning person, but is authorized to presume his/her lawful power of representation.

**e)** The customer shall obtain any necessary regulatory permits for the execution of the order in due time. Adverse consequences resulting from delays shall be borne exclusively by the customer.

**f)** Angelbird is entitled to use third parties to fulfill the obligations arising from the contracts and to have the obligations performed in whole or in part by third parties („Auxiliary Personnel“).



g) The customer shall ensure that the organizational setting for the fulfillment of the order at any other fulfillment location agreed on than Angelbird's business allows Angelbird's work to be carried out as undisturbed as possible and in a manner that promotes the rapid progress of the performance process. The customer shall further ensure that Angelbird is informed timely and to the necessary extent in writing on all material circumstances useful and/or necessary for fulfillment of the specific order, even without being requested separately by Angelbird, and that Angelbird is demonstrably provided with all documents necessary for the fulfillment and execution of the order in a timely manner prior to the commencement of the performance of the service, if such documents are or could be of importance for the execution of the specific order. This also applies to all documents, processes, circumstances and information that only become known during Angelbird's activities. Angelbird may use the documents and information received unchecked as the basis for its services, and Angelbird has no duty to give warning, unless an error or misinformation on the part of the client is recognizable to Angelbird from the beginning on.

### III. Prices, Fees, Cost Estimates, Third-Party Costs, Travel Expenses

- a) All prices are net without any deduction, unless gross prices are expressly indicated. Costs for packaging, transport or storage as well as possible customs duties are not included in the price. Costs for packaging, transport and storage will be charged according to the most current price list, unless otherwise agreed.
- b) Regarding orders without express price agreement, the respective prices of the day of delivery or performance, for deliveries ex works the most current works prices published by us and for warehouse deliveries the most current warehouse prices published by us shall be deemed agreed.
- c) Additional fees, public charges, newly introduced taxes and freight charges as well as their increases, which affect deliveries or services directly or indirectly, shall be borne by the customer.
- d) Fees for services are in each case due upon invoicing by Angelbird. Angelbird is entitled to issue interim invoices for the provision of services in accordance with the progress of work. Cost estimates which are not expressly specified by Angelbird as binding regarding the expected amount of costs/prices/fees for services are non-binding cost estimates. Cost estimates are provided with no warranty and are charged.
- e) Unless otherwise agreed individually, an hourly rate of € 120 net per hour shall be deemed agreed. Invoicing shall be carried out on a pro rata basis. Travel time is charged as working time. Third-party costs shall be reimbursed by the customer if they were useful or if they were commissioned with the customer's consent. In addition, travel expenses incurred, including accommodation, are to be reimbursed by the customer upon submission of the invoice.

### IV. Delivery and Performance, Transfer of Risk, Transport, Default in Acceptance

a) Deliveries are generally made EXW according to the Incoterms® 2020 and the customer authorizes and instructs Angelbird to ship the goods, unless otherwise agreed in the individual case. Goods reported ready for dispatch are to be collected immediately. From the time the goods are made available in the factory or warehouse on, the customer shall bear the risk and costs. Deliveries and services are provided in customary quality without guarantee of suitability for a specific purpose or processing. In case of delivery and performance according to norms, the technical norms of the country of manufacture shall apply. Minor changes or other changes to our delivery or performance obligations, which are considered acceptable to customers, shall be deemed to have been approved in advance. The same applies in particular to deviations caused by the subject matter. Unless otherwise agreed and to the extent necessary, Angelbird will pack the goods in a manner customary in trade. Towards consumers, Angelbird furthermore warrants the contractually agreed (§ 5 VGG) and objectively required properties (§ 6 VGG) as well as, if applicable, that the updating obligation pursuant to § 7 VGG will be fulfilled and, in the case of § 8 VGG, that the assembly, installation or integration will be carried out appropriately.



**b)** In the case of services and deliveries, the place of performance is the place specified in the written order confirmation, otherwise the place where the service or delivery is factually provided by Angelbird. The risk for a service or delivery shall pass to the customer upon its provision.

**c)** The scope of the specific services to be provided shall be specified separately by contract in each individual case. Subject of the order is the agreed service, not a particular outcome. The place and time of operation of the persons deployed by Angelbird are coordinated with Angelbird, taking into account the specific order and scheduling requirements of the customer, whereby Angelbird is completely free in this respect.

**d)** Partial deliveries and services are permissible and can be invoiced separately, provided this is considered acceptable for the contractual partner and it has an objective interest in the partial delivery or service.

**e)** For separately agreed transport and/or delivery, the costs incurred, including a reasonable overhead surcharge, but at least the freight and carriage charges for the selected means of transport applicable or customary on the day of delivery, shall be charged. Any deviating provisions shall be agreed on the basis of the Incoterms® as amended from time to time. Shipping route, means of transport and protective means, which are charged separately, are left to our choice under exclusion of any liability. We are neither liable for the timely transport nor for external influences on the delivered goods.

**f)** In the event of default in acceptance by the customer, Angelbird is entitled to invoice the value of the goods or services and to store the goods at the risk and expense of the customer - 0.1 % of the gross invoice amount per calendar day commenced - at Angelbird or at the expense and risk of the customer at a tradesman authorized to do so. The costs incurred by Angelbird due to the postponement of a service for reasons attributable to the customer shall be fully reimbursed by the customer. In the event of default in acceptance, Angelbird shall only be liable for the loss or deterioration of the delivery item or service in the event of gross negligence.

## V. Delivery and Service Period

**a)** An agreed delivery or service period begins on the day of sending the order confirmation by Angelbird, but at the earliest at the time when all details of the fulfillment of the order to be clarified with the contractual partner have been clarified and all other requirements to be fulfilled by the contractual partner have been met.

**b)** An agreed delivery or service date is postponed accordingly in case the contractual partner does not provide Angelbird with the prerequisites to be fulfilled by the contractual partner at the time agreed. All rights of Angelbird due to default of the contractual partner remain unaffected.

**c)** The delivery or service term is complied with if, in the case of deliveries, the goods have left Angelbird's works before the expiry of the delivery term or the readiness for dispatch of the goods has been notified and, in the case of services, before the expiry of the service term if Angelbird is ready to perform.

**d)** If Angelbird is unable to meet binding delivery or service deadlines for reasons for which Angelbird is not responsible (e.g. non-availability of the service, pandemics, epidemics or plagues or the like), Angelbird will inform the contractual partner of such without delay and at the same time inform the contractual partner on the expected new delivery or service date. If the delivery or service is also not available within the newly set period, Angelbird is entitled to withdraw from the contract in whole or in part; any payment already made by the contractual partner will be reimbursed to Angelbird without delay. In particular, the case of unavailability of the delivery or service in this sense is considered to be the untimely delivery by suppliers of Angelbird or if neither Angelbird nor the supplier is at fault.

**e)** Angelbird's liability in the event of delay in delivery or performance is limited according to Section XIII. of these GTC.

**f)** Otherwise, the statutory rights of the contractual partner and Angelbird, in particular in the event of an exclusion of the obligation to deliver or perform (e.g. due to impossibility or intolerability of performance and/or subsequent performance), remain unaffected.



**g)** If, in the case of delivery or service contracts on call, the contractual partner does not call the goods/services on time or does not schedule the delivery/services on time, Angelbird is entitled, after expiry of a reasonable grace period set by Angelbird, to reschedule itself and to deliver the goods/services or to withdraw from the outstanding parts of the contract.

**h)** In the event of partial default or partial impossibility, the customer may only withdraw from the entire contract or claim damages for non-performance of the entire obligation if there is no objective interest in a partial performance of the contract. In all other respects, the above provisions shall apply mutatis mutandis to partial default.

## VI. Free Technical Support for Customers

Angelbird provides free technical support in English and German to its customers worldwide.

Customers who encounter difficulties during installation or subsequent use of an Angelbird product may contact Angelbird's technical support prior to reviewing their system. Contact information is always provided up to date at [www.angelbird.com/contact/](http://www.angelbird.com/contact/).

## VII. Data Recovery

**a)** In the event of a possible loss of data of the customer, Angelbird offers its customers worldwide services for the analysis of the respective data carrier and data recovery by accessing information on digital media. For Angelbird products of established customers of Angelbird, data recovery measures are free of charge for the duration of a valid warranty according to Section XII of these GTC. For data recovery measures from data carriers which the customer has not purchased from Angelbird, or which the customer orders after the expiry of the warranty for the respective product, fees are to be paid to Angelbird by the customer according to a separate agreement with Angelbird. Both, existing Angelbird customers and new customers, shall reimburse Angelbird for third-party costs such as freight, spare parts, duties and taxes, etc., and such costs shall be invoiced separately to the customer by Angelbird.

**b)** In order to benefit from the data recovery services, the customer has to send the defective data carrier to Angelbird according to the procedure provided for in Section XII. g) of these GTC.

**c)** The customer agrees that Angelbird may, if necessary, disassemble the data carrier and dismantle it into its individual components in order to perform a root cause analysis.

**d)** The transfer of recovered data is always carried out according to an individual agreement with the customer.

**e)** Angelbird does not guarantee an actual success of the data recovery measures or the functionality of recovered data and does not assume any liability for damages of the customer resulting from data loss, in particular not for lost profit or other loss of earnings or replacement of defective data media.

**f)** If data recovery is not possible, Angelbird is entitled to destroy all data carriers provided by the customer, unless otherwise agreed in the individual case. The costs of any return of the data carrier to the customer shall be borne in full by the customer at the actual costs incurred. The return shipment of data carriers is at the risk of the customer. Defective Angelbird products of pre-existing customers of Angelbird will be replaced free of charge by an at least equivalent product for the duration of a valid warranty pursuant to Section XII of these GTC, provided that the product is available.



## VIII. Right of Withdrawal and Return, Consequences of Withdrawal

**a)** The return of goods requires a separate agreement. We charge return costs for returned goods in the amount of the most cost-effective standard delivery. However, if the customer expressly opts for a different than the cheapest standard delivery offered by Angelbird, it will be charged for the additional costs incurred.

**b)** The taking back of goods which have been delivered sealed and whose seal has been removed after delivery, goods which have already been used, customized products or second choice products (so-called „refurbished products“ or „B-stock“) is excluded in any case.

**c)** In long-distance sales, the right of withdrawal and return for Consumers remains unaffected by the above restrictions. Consumers have the right to withdraw from the contract within 14 (fourteen) days without giving any reason. The withdrawal period is 14 (fourteen) days from the day on which the Consumers or a third party named by the Consumers who is not the carrier has taken possession of the goods. In the case of the provision of services and the delivery of digital content not stored on a physical data carrier, the withdrawal period shall commence on the day on which the contract is concluded, whereby the day of conclusion of the contract itself shall not be counted. In order to exercise the right of withdrawal, Angelbird Technologies GmbH (Steinebach 18, 6850 Dornbirn, +43 5572 40725, support@angelbird.com) must be informed of the Consumers's decision to withdraw from the contract by means of an unambiguous declaration (e.g. letter, fax or e-mail). For the declaration of withdrawal, the model withdrawal form provided at [www.angelbird.com/withdrawal](http://www.angelbird.com/withdrawal) can be used, but this is not mandatory. The withdrawal does not need to be made in writing. In order to comply with the withdrawal period, it is sufficient that the Consumer sends the notification of his/her exercise of the right of withdrawal before the expiry of the withdrawal period. Consumers may withdraw from the contract free of charge within this period, but we will charge the direct costs for returning the goods (see Section VIII. a).

If Angelbird has already begun with the provision of services during the withdrawal period and the Consumer then withdraws from the contract, the Consumer is obliged to pay the pro rata fee for services already provided.

If the contract is revoked by the Consumer, Angelbird shall return all payments received by Angelbird from the Consumer, including delivery costs (with the exception of additional costs resulting from the fact that the Consumer has chosen a type of delivery other than the most inexpensive standard delivery offered by Angelbird), without undue delay and no later than within fourteen days from the day on which Angelbird received the notification of revocation of the contract. For this repayment, we use the same means of payment that the Consumer used for the original transaction, unless expressly agreed otherwise with the Consumer; in no case will the Consumer be charged any fees due to this repayment.

Angelbird may refuse repayment until it has received the goods by return or until the Consumer has provided proof that he has returned the goods, whichever is the earlier.

The Consumer shall return or hand over the goods to Angelbird Technologies GmbH, Steinebach 18, 6850 Dornbirn, without undue delay and in any case no later than within fourteen days from the day on which the Consumer notifies Angelbird of the revocation of such contract. The deadline is met if the Consumer sends the goods before the expiry of the period of fourteen days.

Consumers shall only be liable for any loss in value of the goods if such loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functioning of the goods.

No right of withdrawal exists for goods that have been manufactured according to customer specifications or that have been tailored to the personal needs of the Customer, as well as for goods that are delivered sealed, which are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery. Furthermore, there is no right of withdrawal in case of urgent repair or maintenance work, if the Customer has expressly requested Angelbird to visit, and is not applicable in case of complete performance of the service, if at the express request of the Customer the service was started before the expiry of the withdrawal period and the Customer has confirmed that he is aware of the loss of the right of withdrawal at the moment of complete performance (§ 18 FAGG).



## IX. Terms of Payment, Interest on Arrears, Offsetting, Assignment

**a)** In the absence of a separate agreement, payment of the purchase price/remuneration for the service shall be made immediately, net and free of charges, as per the date of the invoice. A discount for immediate payment shall only be granted upon individual written agreement. In the event of a delay in payment of a partial payment, any discount agreements shall cease.

**b)** We do not accept bills of exchange; in case such an acceptance is made, then only subject to prior agreement and on account of payment and not in lieu of payment. Credit notes for the same shall be made subject to receipt with the value date of the day on which we can dispose of the equivalent value. Fees, charges, other cash expenses will be invoiced by us and are due immediately.

**c)** The stability of value of all claims of Angelbird against the contractual partner is expressly agreed. The consumer price index within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz) published monthly by Statistics Austria or an index replacing it or any other comparable index shall serve as the benchmark for the calculation of the stability of value. Calculation basis for the respective contract is the index figure published for the month of the conclusion of the contract. If we do not assert an additional claim resulting from such an index change, this shall not constitute a conclusive waiver of the indexing. Claims arising from value stabilization shall become statute-barred after three years.

**d)** In the event of default in payment, we shall be entitled, notwithstanding any other rights, to statutory default interest in the amount of 9.2 percentage points above the base interest rate vis-à-vis entrepreneurs, and in the amount of 4 % vis-à-vis Consumers. Reminder charges incurred by us due to the default in payment in the amount of € 40 per reminder shall be reimbursed to us by the Customer. After a fruitless 2nd (second) payment reminder we are entitled to assign a collection- or legal office, whose costs necessary for the appropriate extrajudicial enforcement and collection shall be reimbursed to us by the customer, as far as these are in a reasonable relation to the pursued claim.

**e)** Non-compliance with the terms of payment and circumstances which are likely to reduce the creditworthiness of the customer shall result in the maturity of all outstanding claims. In this case, we have the choice to either adhere to the fulfillment of the contract or to withdraw from the contract without setting a grace period and, if applicable, to claim damages for non-fulfillment. In the event of default in payment, the customer shall be obliged to secure all outstanding claims by assignment or granting of liens or by other suitable means of security in our favor. In the event of non-payment or only partial payment of fees of all kind or e.g. expenses, Angelbird is released from its obligation to provide further services. However, the assertion of further claims resulting from the non-payment is not affected by this provision.

**f)** If payment in installments has been mutually agreed on, non-payment of two successive installments shall result in the cancellation of the payment date agreement ("Terminverlust"). All outstanding partial payments shall become due immediately without any grace period.

**g)** The customer hereby authorizes us to offset his claims against any claims to which we are entitled, irrespective of any reciprocity and/or due date. The contractual partner shall only be entitled to set-off its rights against our claims if its counterclaims have been legally ascertained, are undisputed or acknowledged, or are based on the same legal relationship. The contractual partner is only entitled to exercise rights of retention insofar, as its counterclaim is based on the same legal relationship. Angelbird is entitled to assign its claims against the contractual partner.



## X. Retention of Ownership

- a) Until full settlement of the purchase price or remuneration and all associated costs and expenses, the delivered goods or services remain our property. All items delivered by us up to that point shall be subject to the liability for outstanding debts. In the event of a delay in payment, even in part, we are entitled to collect the goods at the customer's expense, also without the customer's consent.
- b) In the event of any third-party seizures with respect to the goods or services subject to retention of ownership, the customer shall draw attention to our ownership and notify us immediately of any such seizures. Until full settlement of the outstanding claims, the customer shall bear the full risk for the perishing, loss or deterioration of the goods or service.
- c) Any claims towards insurers are already assigned to us within the limits of § 15 VersVG.
- d) If the customer acquires claims against third parties by disposing of, mixing, combining or processing our goods or services, we shall be entitled to demand the assignment of these claims on account of payment. The customer undertakes to notify any purchaser of the assignment in due time and to make a book entry in its books, to name the purchaser to us upon our request and to provide us with all information necessary to enforce our extended retention of ownership. The customer shall not be entitled to assign or pledge the retained goods as security.
- e) In the event of mixing, combining or processing of the goods by the customer, the customer shall be obliged to transfer our obtained co-ownership share to us as security for the outstanding purchase price.

## XI. Obligation to Examine and Give Notice of Defects, Defects, Damages, Printing Errors

- a) If the customer is an entrepreneur, he shall inspect the goods/service after their takeover without delay. The contractual partner's obligation to inspect covers the entire delivery/service.
- b) Notice of detectable defects must be given by entrepreneurs in writing without delay, at the latest after the expiry of 7 (seven) working days (Saturday is not deemed to be a working day), giving precise details of the alleged individual defects; otherwise the goods/service shall be deemed approved. Decisive is the condition at the time of transfer of risk. Hidden defects shall be notified to Angelbird immediately upon discovery, at the latest after expiry of 7 (seven) working days (Saturday does not count as a working day) in writing in a substantiated manner (stating the exact individual defect alleged); otherwise the goods/service shall be deemed approved also with regard to these hidden defects.
- c) In the event of the occurrence of defects, the use of the goods/services objected to is to be discontinued immediately by consumers as well as entrepreneurs. The customer shall give Angelbird the opportunity to inspect the goods/services objected to or to provide Angelbird with samples without delay, upon request. If a defect – in case of entrepreneurs is notified in due time and – is proven, Angelbird shall, at its own discretion, provide post-performance in the form of a replacement delivery of defect-free goods in exchange for the return of the goods objected to or improvement of the service. In the event of a replacement delivery or improvement, Angelbird is only obliged to bear the costs of such expenses necessary for the purpose of subsequent performance (in particular transport, travel, labor and material costs), insofar as Angelbird is responsible for the defect and insofar as these expenses are not increased by the fact that the goods have been transported to a place other than the place of performance or the service is to be provided at a place other than the agreed place of performance.
- d) If the replacement or improvement fails, the contractual partner shall have the right to a reduction in price or withdrawal from the contract as well as compensation for damages in accordance with Section XIII of these GTC and the statutory provisions; any liability for damages beyond this, in particular for consequential damages or consequential harm caused by a defect, etc., as well as any liability in cases of slight negligence, shall be excluded.
- e) Since printing errors can never be completely avoided, illustrations, dimensions and data are not binding; errors and typographical errors remain reserved.





## XII. Warranty Terms (“Garantie“)

**a)** The following terms and conditions describe the requirements and scope of our warranty services and the procedure for claiming these. Agents, employees, wholesalers and retailers are not authorized to make changes to these warranty terms. These warranty conditions do not affect Angelbird’s statutory warranty obligations (“Gewährleistung”) under the purchase contract with the end user and are not limited hereby. Angelbird provides warranty (“Garantie”) beyond the statutory warranty under the following conditions.

**b)** Subject to the terms and limitations set forth below, and provided the product is purchased from an authorized Angelbird dealer, normal use and appropriate regular maintenance by the respective user, Angelbird warrants to the first end user of its products, free of charge, that they will be free from defects in materials and workmanship. Only optical defects, scratches and minor damage to surfaces that do not affect the functionality of the respective product are not covered by this warranty. Under this warranty, Angelbird will repair or replace, at its sole discretion, any part of its products that proves to be defective due to defects in materials and/or workmanship. Repaired parts and/or replacement products will be provided to the end customer by Angelbird on an exchange basis and will be either recertified or as new. All recertified products are tested to ensure they are functionally equivalent to new products. Angelbird may, at its sole discretion, use reconstructed, refurbished or new parts or components to repair a product, or replace a product with a reconstructed, refurbished, new or comparable product. To the extent Angelbird is unable to repair or replace the product, the original purchase price for the product will be refunded or credited.

**c)** This warranty is limited to and does not cover damage to or defects in products resulting from improper installation, improper testing, accident, misuse, improper adjustment, use and/or maintenance, negligence, natural disaster, inadequate or excessive electrical supply, abnormal operating or environmental conditions including unusual physical or electrical forces, or unauthorized disassembly, repair or modification. Furthermore, this warranty does not cover products on which the original identification information/serial number has been altered, defaced or removed, which have not been properly handled or packaged, which have been sold as used goods, or which have been resold in violation of the export regulations of the country in which the product was purchased. Products whose manufacture has been discontinued by Angelbird and which are not listed in the warranty are also not covered by the warranty. The warranty is valid only for the first, original purchaser of the product and only as long as the original end customer owns the product. The warranty is not transferable.

**d)** This warranty covers only the repair, replacement or refund for defective Angelbird products in accordance with the above terms and limitations. Angelbird shall not be liable for, and are expressly not covered by this warranty, any loss of data or costs associated with determining the cause of system problems or the removal, maintenance or installation of Angelbird products beyond the provisions of this Section XII. This warranty further does not cover any third party software, connected devices or stored data. In the event of a claim, Angelbird’s sole obligation is to repair, replace or refund defective hardware.

**e)** The period for which Angelbird products are warranted begins on the date of purchase and varies by product and is specified on the applicable product information page. The warranty period for installed spare parts ends with the warranty period for the entire device. For all products purchased in countries outside the European Union, the warranty period is limited to 1 (one) year from the date of purchase, unless otherwise provided by national laws on consumer rights.

**f)** The provisions above set forth the entire warranty provided by Angelbird for its products and supersede all other warranties and representations, whether oral or written.

**g) Procedure for claiming warranty service:** To obtain warranty service, a Return Material Authorization (RMA) number must be obtained from Angelbird’s Technical Support at support@angelbird.com prior to return. The affected product must be returned to Angelbird in its original packaging. For reasons of product safety, additional outer packaging must be used. The return must be accompanied by product identification information, including model number and serial number (if available), a detailed description of the problem and proof of the date of purchase for the purpose of verifying the warranty period (e.g. copy of the original purchase receipt, invoice). Products must be shipped freight prepaid and insured along with the RMA number to Angelbird (Angelbird Technologies GmbH,





Steinebach 18, 6850 Dornbirn, Austria) within 30 (thirty) days of receipt of the RMA number. Products sent to Angelbird must be packaged in such a way as to exclude damage in transit caused by packaging. Damage due to insufficient protection as a result of negligent packaging shall be borne by the person entitled to warranty. The RMA number must be clearly visible on the outside of the transport packaging. Products without such RMA number will be returned unopened to the sender at the sender's expense. Returned products for which Angelbird provides replacement or refund become the property of Angelbird. Repaired products and replacement products will be shipped to the end customer at Angelbird's expense. Angelbird will return repaired products to the warranty beneficiary via standard shipment. If the person entitled to the warranty wishes to return the product by express shipping, this must be communicated in writing at the time of return; those costs of return by express shipping that exceed the costs of standard shipping are to be paid by the person entitled to the warranty to Angelbird before the shipment of the product. The warranty period for repaired products and replacement products is either the remainder of the original warranty or 90 days, whichever is longer.

### XIII. Liability

- a) Angelbird shall be liable without limitation for damages arising from injury to life, body or health that are based on an intentional or negligent breach of duty by Angelbird or on an intentional or negligent breach of duty by its legal representative or vicarious agent, and in the case of strict liability prescribed by law.
- b) Angelbird is liable for other damages (in particular property damage and financial loss) that are the result of an intentional or grossly negligent breach of duty by Angelbird or an intentional or grossly negligent breach of duty by its legal representative or vicarious agent. In this case, liability is limited to the typically occurring damage foreseeable at the time of the conclusion of the contract. Liability for loss of profit is excluded.
- c) In all other cases the liability of Angelbird is excluded.
- d) To the extent that Angelbird's liability is excluded or limited, this also applies to Angelbird's employees, representatives and vicarious agents.
- e) Protective effects in favor of third parties from agreements concluded with the customer are hereby expressly excluded.

### XIV. Data Protection, Change of Address, Protected Marks

- a) Personal data is collected, stored and, if necessary, passed on by Angelbird to the extent necessary to provide the contractual services. The collection, storage and disclosure is therefore made for the purpose of fulfilling the contract and on the basis of Art. 6 para. 1 p. 1 lit. b GDPR. A non-provision of this data may result in the contract not being able to be concluded. If Angelbird delivers or collects items from the contractual partner or provides a service on the premises of the contractual partner, the customer's data may be passed on to a commissioned transport company, insofar as this is necessary for the delivery or collection or provision of the service. Further processing will only take place if the customer has consented thereto or if a legal permission exists. Further information on data protection and in particular on the rights of data subjects can be found in Angelbird's privacy policy at <https://www.angelbird.com/privacy-policy/>.
- b) Customers must notify us immediately of any changes to their business or residential address. Declarations to the customer shall be deemed to have been received if they are sent to the last communicated address.
- c) Names, trademarks and logos of Angelbird are protected by copyright, trademark and other proprietary rights and may not be used by third parties in commercial dealings without the prior written consent of Angelbird. In particular, their use in communication activities of the customer - e.g. in press releases, brochures or advertisements - is only permitted with the prior written consent of the communications department of Angelbird. Plans, sketches or other technical documents, samples, catalogs, brochures, illustrations and the like shall always remain our property. Customers shall not be granted any rights of use or other rights of exploitation.



## XV. Confidentiality, Production Documents

a) We reserve all property rights, copyrights and industrial property rights to production documents handed over to the customer (e.g. models, samples, illustrations, calculations, drawings). The documents handed over may only be used for the assessment of the offer; they may not be made accessible to third parties without the written consent of Angelbird.

b) The customer may not make the items made available to him by us available to third parties either for inspection or for disposal without our written consent.

c) Furthermore, the parties shall be obliged to maintain secrecy with regard to the business and trade secrets of the other party to the contract, even beyond the term of the contract. The obligation to maintain secrecy shall not apply to generally known circumstances and shall end in any case if the circumstances become publicly known without a breach of contract by the customer having been the cause thereof.

## XVI. Export Regulations

a) The contractual partner shall comply with all applicable provisions of national and international export regulations when passing on the products delivered by Angelbird, including the associated documents, to third parties, irrespective of the manner in which they are made available or the manner of services provided by Angelbird.

b) If required for the export and actually available at Angelbird, Angelbird shall immediately provide the Contractual Partner with all necessary information regarding the goods upon request.

## XVII. Impossibility, Contractual Penalty

a) If, after conclusion of the contract, our performance becomes impossible for us and/or our suppliers, in whole or in part, through no fault of our own, in particular as a result of force majeure, including strikes, major operational disruptions, epidemics, pandemics and similar disruptions, our obligations shall cease. If we are only temporarily prevented from performing, we shall be entitled to withdraw from the contract with regard to the part not yet performed.

b) If customers withdraw from the contract without being entitled to do so or request its cancellation, we have the choice of insisting on fulfillment of the contract or agreeing to the cancellation of the contract. In the latter case, customers are obligated to pay, at our option, liquidated damages in the amount of 15 % of the gross invoice amount or the actual damage, even in the absence of fault and if no damage is present.

## XVIII. Deterioration of Financial Situation

a) If the contractual partner's financial situation deteriorates after conclusion of the contract, Angelbird is entitled to only perform outstanding deliveries and services against provision of security. If the contractual partner is not in a position to provide the required security within a reasonable period, Angelbird is entitled to withdraw from the contract.

b) The same applies if, after conclusion of the contract, Angelbird becomes aware of facts that give rise to justified doubts about the solvency or creditworthiness of the contractual partner; this does not apply if the contractual partner can prove that Angelbird was already aware of these facts at the time of conclusion of the contract or that it should have been aware of them, if it had exercised due diligence.

c) Furthermore, Angelbird is entitled in the above cases to prohibit the resale and processing of the delivered goods on the basis of an agreed retention of ownership and to revoke the collection authorization.



## XIX. Provision of Digital Content (Software)

**a)** For all agreements on the provision of digital content (in particular downloads of software from third-party providers via Angelbird's online shop) by Angelbird, the following provisions, which take precedence over the general provisions of these GTC, shall apply in addition for consumers in terms of the Consumer Protection Act (KSchG) as of January 1, 2022. With respect to entrepreneurs, the obligation to update pursuant to § 7 VGG is expressly excluded.

**b)** Angelbird offers customers the purchase and use of third-party software by means of download against payment; however, availability at all times cannot be guaranteed and access may be restricted temporarily. The software may be used exclusively for private use and within the scope of the customer's ordinary business activities. The software is made available to the client immediately after payment of the indicated fee (§ 17 VGG). The download of the software by the customer has to take place immediately after activation by Angelbird. Should the download not be successful, Angelbird will offer the client a further download. Angelbird does not guarantee that the software can be downloaded by the customer at a later time and does not provide any compensation for disadvantages resulting from a delayed download. The risk for losses of any kind after purchase is borne by the customer.

**c)** In the case of the delivery of digital content such as software, the customer shall have no right of withdrawal if we have commenced performance of the contract before the expiry of the withdrawal period pursuant to § 11 FAGG on the basis of the customer's express consent after the customer has been informed of the loss of the right of withdrawal in the event of premature commencement and provision of the information pursuant to § 7 FAGG.

**d)** The digital contents are protected by copyright; all property rights, copyrights and other protective rights remain with the respective third party provider. Through the purchase, the customer receives the non-exclusive right, unlimited in time and place, to single download, install and use the software from the full payment of the fee under the terms of these GTC and any licence agreement of the respective third party provider. If applicable, the customer has to accept the licence agreement of the respective third party provider in order to be able to install and use the software. If the customer fails to install or use the software for lack of acceptance of the licence agreement of the third party provider, the customer has no claim against Angelbird for reimbursement of the purchase price.

**e)** For the installation and use of the software, the technical requirements specified in the product description have to be met on the customer's end device intended for use. The customer is responsible for the proper installation of the software. Angelbird is not liable for disadvantages of the customer that are due to the technical incompatibility of the customer's environment with the respective product. Angelbird is also not liable for such disadvantages if the customer refuses to cooperate in determining whether the customer's technical environment is decisive for the incompatibility with the respective product.

**f)** The customer will be informed of necessary updates directly by the respective third party provider and these will be offered to the customer directly by the respective third party provider to the extent required by law, in each case as long as this can reasonably be expected (§ 7 sec 2 no 12 VGG). Angelbird itself has no obligation to update (§ 7 VGG). Angelbird assumes no liability for damages resulting from a failure to update, if the updates were communicated and provided to the client.

**g)** In the event of defects in digital content, Angelbird is entitled, insofar as reasonable for the customer, to choose whether the defect is remedied by improvement or replacement.



## **XX. Place of Performance, Choice of Law, Place of Jurisdiction, Severability Clause**

**a)** The registered office of our company shall be deemed agreed as the place of performance (Dornbirn, Austria).

**b)** If the contracting party is a Consumer, the statutory place of jurisdiction shall apply.

**c)** If the contractual partner is an entrepreneur within the meaning of the Austrian Commercial Code, a legal entity incorporated under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of Angelbird. However, Angelbird may also assert claims at the legal place of jurisdiction of the contractual partner.

**d)** This agreement shall be governed by Austrian law to the exclusion of the rules of reference of private international law and to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods. In the case of Consumer Transactions, the law applicable at the place of residence of the Consumer shall apply insofar as it is more favorable than Austrian law and Angelbird directs its activities to this country of residence of the Consumer.

**e)** In case these GTC, single parts thereof or other provisions of a contract should be partially or completely invalid or become invalid due to recent jurisdiction, the validity of the other provisions shall not be affected. Invalid provisions shall be replaced by such provisions which come closest to the previous ones in economic terms and are legally effective according to the current legal situation.

Status: June 2022