1zu1scale GmbH
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General Terms and Conditions of Purchase

of the company 1zu1scale GmbH, FN 567302v, Färbergasse 15,
6850 Dornbirn, Austria – hereinafter referred to as “1zu1”

Preamble

1zu1 is one of the leading companies in prototype and model construction in Europe and produces prototypes, models and small batches in plastic and metal as well as injection molding tools and the desired plastic injection molded parts.

A. Validity of these 1zu1 General Terms and Conditions of Purchase (hereinafter referred to as “1zu1 GTCP”)

1. These terms and conditions apply to all orders placed by 1zu1scale GmbH (hereinafter referred to as “1zu1”) and are an integral part of the contracts (framework agreements and individual orders) concluded with the Supplier based on such orders.
2. The validity of any general terms and conditions of business or sale or other deviating terms and conditions of the Supplier shall be excluded and shall be replaced by these 1zu1 GTCP. This shall also apply if 1zu1 has not objected to such conditions after receipt or has accepted the Supplier’s deliveries without reservation.
3. Deviating provisions in 1zu1’s orders shall take precedence over these General Terms and Conditions of Purchase.
4. Amendments and supplements as well as ancillary agreements concerning the contracts with the Supplier and the provisions of these 1zu1 GTCP must be made in writing to be effective. Verbal agreements and ancillary agreements are only effective if they are confirmed in writing by 1zu1.
5. These 1zu1 GTCP shall also apply to all subsequent orders within the scope of the established business relationship.

B. Orders

1. Orders placed by 1zu1 must be in writing to be valid. This requirement is also met if the orders are transmitted by fax or email. Orders placed orally or by telephone require subsequent confirmation by means of a letter of confirmation to be valid. The same applies to oral subsidiary agreements and amendments to the contract.
2. If the Purchaser’s order is not confirmed in writing within five working days after receiving receipt, the Purchaser shall be entitled to revoke the order.

C. Prices and Payment Conditions

1. The prices shall be specified in writing in the respective individual orders. Unless expressly agreed otherwise in writing, these prices are fixed prices and unchangeable until complete delivery and exclude subsequent claims of any kind.
2. Unless otherwise agreed in writing, the prices include the costs of packaging, transport, insurance and other expenses necessary for their preparation at 1zu1. Orders are shipped at the risk of the Supplier. Incoterms 2020 DAP for deliveries within the EU; Incoterms 2020 DDP for deliveries outside the EU.

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3. Dispatch notes, waybills, invoices and all correspondence must contain 1zu1's order number.
4. Invoices must be paid in a single copy, including all relevant details and supporting documents, within 14 days of delivery, subject to a 3% discount, or within 30 days net, from the date the invoice is received, in accordance with legal requirements.
5. Invoices that are not in order shall only be deemed to have been received by us from the time of their correction.
6. The entire agreed amount will only be paid after full performance of the service. Advance or partial payments will only be accepted if they have been expressly agreed and if this is stated accordingly in the 1zu1 order.
7. Digital invoices sent by email to: e-rechnung@1zu1.eu are explicitly welcome.

D. Passing on, Set-off, Retention, Right of Withdrawal

1. The Supplier is not entitled to assign its contractual obligations to third parties without 1zu1's prior written consent, to set off its own claims against claims of 1zu1 or to exercise a right of retention due to claims against 1zu1.
2. In the event of a deterioration in the Supplier's assets (insolvency, bankruptcy or similar), 1zu1 has the right to withdraw from the purchase contract for orders that have not been completely fulfilled.

E. Warranty and Guarantee

1. The Supplier warrants that the delivered goods are free from defects; this also means that its deliveries are in compliance with the latest technology as well as all directives and standards, the respective Austrian legal provisions, the safety regulations, the technical specifications and quality requirements on which the order is based, and are free from defects in design, material and workmanship. The statutory warranty period shall apply in this respect.
2. Furthermore, the Supplier guarantees that no defects will occur within a warranty period of two years from handover, whereby it is not important whether the defect was already present at the time of delivery.
3. The Purchaser shall notify 1zu1 of obvious defects in the delivery without delay as soon as they are discovered in the ordinary course of business. The complaint shall be deemed to have been made in time if it is submitted within a period of 14 calendar days after receipt of the delivery.
4. The Supplier shall bear the burden of proof that a defect asserted by 1zu1 does not constitute defectiveness of the goods.
5. 1zu1 may demand improvement, replacement of the item, a reasonable reduction in the purchase price or cancellation of the contract due to a defect. The additional expenses required for this shall be borne by the Supplier.
6. The Supplier shall be liable to the Purchaser for damage arising because of non-performance or defective performance. If the Supplier does not comply with the request for rectification of defects or replacement delivery within 10 working days at the most, the Purchaser shall be entitled, in particularly urgent cases and after prior notice, to obtain supplies elsewhere. Any additional costs arising from this shall be borne by the Supplier.
7. If the assertion of claims against the Supplier presupposes a fault or a certain degree of fault on the Supplier's part, the burden of proof shall be reversed to the effect that it shall be incumbent on the Supplier to prove the absence of a fault or a certain degree of fault.
8. The Supplier shall, at 1zu1's discretion, fulfil its obligations arising from the warranty and guarantee at the place where the item is usually located or where the item was handed over, unless this is impossible or impractical for technical reasons. The costs of the measures to be taken in fulfillment of the warranty or guarantee obligations, such as improvement or

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replacement, shipping (including insurance), labor and material costs shall be borne by the Supplier irrespective of the existence of fault.

9. If 1zu1 incurs additional costs due to the delivery of defective goods, e.g., due to re-examination of stock, recall actions, installation and removal costs, the Supplier is obliged to compensate for this (irrespective of the existence of fault).

F. Product Liability / Liability

The Supplier guarantees that the products delivered by it are not defective within the meaning of the product liability regulations; this guarantee is valid for an unlimited period. The Supplier shall be liable for any damage caused by it, its representatives or vicarious agents, whether willfully or negligently, and incurred by the Supplier or third parties because of or in connection with any inadequate or improper rendering of the service.
Insofar as the Supplier is responsible for product damage, it shall be obliged to indemnify the Purchaser against third-party claims for damages in this respect. The Supplier undertakes to take out appropriate product liability insurance.

G. Indemnification

If claims are asserted against 1zu1 by third parties because products were defective within the meaning of section VI or did not comply with the warranted or guaranteed properties pursuant to section V, the Supplier shall be obliged to keep and hold 1zu1 harmless. In the event of such a claim, the Supplier shall also be obliged to provide 1zu1 with all the necessary information and all reasonable assistance required to ward off such claims.

H. Delivery, Default of the Supplier

1. The agreed delivery dates are binding. The receipt of goods at 1zu1 shall be decisive for compliance in this respect. If the Supplier recognizes that an agreed deadline cannot be met for any reason, it shall notify the Purchaser thereof in writing without delay, stating the reasons and the expected duration of the delay.
2. In the event of non-compliance with a delivery date, the Supplier shall be in default without the need for a reminder or request.
3. 1zu1 is not obliged to accept early deliveries or partial deliveries arranged without prior agreement. If no return is made in the case of early delivery, the goods shall be stored at the Purchaser's premises until the delivery date at the Supplier's expense and risk. Only the agreed delivery date is valid for the payment.
4. Advance or partial deliveries will only be accepted if they have been expressly agreed and if this is stated accordingly in the 1zu1order.
5. Unless otherwise agreed in writing, delivery shall be made free domicile at the Supplier's expense (Incoterms – DDP / CIF) and accompanied by all necessary papers to the place of receipt specified by 1zu1.
6. Force majeure and labor disputes shall release the contracting parties from their obligation to perform for the duration of the disruption. The contracting parties are obliged to provide the necessary information without delay within the bounds of what is reasonable and to adjust their obligations to reflect the changed circumstances in good faith.

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I. Default of Acceptance

If 1zu1 is prevented from accepting deliveries through no fault of its own (such as in the event of short-time work, interruption of operations, or other business interruptions), 1zu1 shall not be in default of acceptance. 1zu1 will inform the Supplier in due time if possible. The contracting parties shall agree on a suitable alternative date.

J. Extended or ProlongedRetention of Title

A so-called extended retention of title by the Supplier (which shall remain in force not only until payment of the price for the goods or services concerned, but also until the fulfillment of other obligations towards the Supplier), as well as a so-called prolonged retention of title by the Supplier (which prohibits the resale of the reserved goods by 1zu1 or attaches conditions to it), shall not be recognized by 1zu1 and shall be inadmissible and invalid.

K. Property Rights, Intellectual Property, Secrecy

1. The Supplier warrants and guarantees that the products delivered by it are free from third-party property rights (such as patent rights, trademark rights, design rights, copyrights, etc.) that prevent or restrict their intended use by 1zu1, as well as any transfer or resale by 1zu1. The Supplier shall indemnify 1zu1 against all claims arising from the infringement of such property rights. This freedom from rights also represents a guaranteed and warranted property within the meaning of section V, and 1zu1 may assert the rights resulting therefrom irrespective of the foregoing.
2. Both parties undertake to keep secret from third parties all commercial and technical details and information not already in the public domain that they obtain from each other during their cooperation under this contract. They shall ensure and be liable for compliance with this obligation by their employees and any suppliers or subcontractors. They are obliged to treat all illustrations, drawings, calculations, design sketches, models, CAD data, and other documents and information they receive as strictly confidential. This confidentiality obligation shall continue for 10 years beyond the end of this contract.

L. Fiduciary Duty

The Supplier shall refrain from all actions that may lead to criminal liability due to fraud, breach of trust, criminal insolvency proceedings, criminal anti-competitive practices, the granting of advantages, or bribery of people employed by the Supplier or third parties. In the event of a violation, 1zu1 shall be entitled to rescind or terminate all existing agreements and legal transactions with the Supplier (including orders and offers not yet accepted) and to break off all negotiations without notice. Irrespective of this, the Supplier is obliged to comply with all laws and regulations affecting it and the business relationship with 1zu1.

M. Data Protection

The Supplier undertakes to comply with the relevant data protection regulations, to take all necessary technical and organizational measures to secure the data stored by it and to commit its employees and other third parties commissioned by it to perform services to act accordingly.

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N. Place of Performance, Applicable Law, Place of Jurisdiction

1. The place of performance for the Supplier's deliveries shall be the registered office of 1zu1, unless another place is specified in the order. The place of performance for 1zu1's obligations is the registered office of 1zu1.
2. These 1zu1 GTCP as well as the framework and individual contracts concluded with the Supplier, including the assessment of the conclusion of such and the validity of these General Terms and Conditions of Purchase for such, shall be governed exclusively by Austrian law, namely the substantive law excluding conflict of law rules.
3. The exclusive place of jurisdiction for all legal disputes arising from or in connection with the contracts concluded with the Supplier, including those concerning their conclusion, shall be the competent regional court in Feldkirch. However, 1zu1 shall also be entitled, at its discretion, to take legal action against the Supplier at its general place of jurisdiction. Any court hearings shall be held in German.

O. Final Provisions

1. The rights of 1zu1 stated in these 1zu1 GTCP do not exclude the assertion of other or further legal rights of 1zu1.
2. Amendments or supplements to these 1zu1 GTCP, to individual orders or to concluded individual or framework agreements as well as ancillary agreements to the foregoing must be made in writing. The parties waive any oral or implied waiver of this formal requirement.
3. Should any of the provisions in these 1zu1 GTCP be or become invalid or unenforceable, this shall not affect the legal validity of the remaining provisions. In place of the invalid or unenforceable provision, a new provision shall be deemed to have been agreed which, as far as legally possible, comes as close as possible to what was intended by the contracting parties according to the original meaning and purpose of the invalid or unenforceable provision.

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