

General Terms and Conditions

1. General

1.1

These General Terms and Conditions are the exclusive basis for any sale of hardware, delivery of goods and provision of other services (hereinafter referred to as “smaXtec Products”) by smaXtec. These General Terms and Conditions apply to current and future business relations between smaXtec animal care GmbH, Sandgasse 36/2, 8010 Graz, Austria, registered in the Companies Register under no. FN 326827d, and/or the respective smaXtec subsidiary (see Annex 1) on site (hereinafter referred to as “smaXtec”), and the Customer. The granting of licenses for software products is subject to the licence terms specified for the relevant software, and to these General Terms and Conditions as a secondary consideration, unless otherwise specified by special provisions in the license terms.

1.2

The Customer acknowledges these General Terms and Conditions as the basis of the contract when concluding an agreement with smaXtec. Any deviating contractual agreement requires the written form to be legally valid.

2. Applicable law, place of performance and place of jurisdiction

2.1

The current and future business relationship between smaXtec and the Customer is subject to the law of the country in which the respective smaXtec company has its registered office. In any case, the provisions of private international law and the UN Convention on Contracts for the International Sale of Goods are excluded. The applicability of the Consumer Protection Act and all other laws applicable to the protection of consumers is expressly excluded.

2.2

The competent court at the place of the registered office of the smaXtec company concluding the contract shall have jurisdiction for all disputes arising from this agreement, including its conclusion and validity.

3. Conclusion of an agreement and payment terms

3.1

An agreement for the purchase or subscription of smaXtec Products shall be concluded by smaXtec submitting a written quotation and the Customer confirming it in writing. Unless agreed otherwise, the Customer shall transfer the agreed and due price to the smaXtec bank account without deduction forthwith after conclusion of the agreement. smaXtec shall send invoices exclusively by

electronic means to the Customer's last known email address. The prices quoted do not include the costs of transport or insurance. Unless otherwise agreed or indicated, all prices are net, in EURO and subject to any statutory sales or value added tax. All invoices sent are due for payment without deduction within 10 (ten) days.

3.2

Subscriptions start when the bolus is activated and end when the bolus is deactivated. The Customer can activate and deactivate the bolus at any time in the software (application). The bolus shall in any case be deactivated when the animal is sold or slaughtered; the same applies to any boluses that are clearly not functioning. Subscription fees are charged for a full calendar month on the 12th of the current month. Newly activated boluses shall be charged for the first time during the month in which they are active for at least 20 (twenty) days. Deactivated boluses shall be paid for in full in the current month, even if they are no longer active on the 12th of the month.

3.3

smaXtec is entitled to withdraw from or terminate a concluded contract with immediate effect for exceptional reasons if the Customer does not meet the agreed payment terms. Deliveries and services shall be withheld as long as the Customer is in default of payment with regard to any other orders.

If the Customer is in arrears, smaXtec shall be entitled to charge default interest at a rate of 9.6% (nine point six per cent) above the current base rate (3-month Euribor, negative interest rates are valued at 0% (zero per cent)). If the Customer fails to pay overdue invoices despite repeated reminders, smaXtec shall furthermore be entitled to block the smaXtec System, including access to software, until payment is received. This block has no impact on data collection by the sensors, which means that the subscription fees shall continue to be charged.

3.4

The Customer shall submit any complaints regarding invoices to smaXtec within three months of receipt, otherwise the invoice shall be deemed accepted and cannot be contested at a later date.

4. Terms of delivery/transfer of risk and obligation to accept delivery

4.1

Unless otherwise agreed in individual cases, smaXtec shall deliver hardware and other goods FCA (in accordance with Incoterms 2020) to the Customer's address. The transfer of risk to the Customer therefore takes place upon handover to the first carrier. If the Customer makes it impossible to receive delivery at the destination, the delivered products will be stored at the Customer's risk and expense for a period of two weeks, for which smaXtec will charge up to 0.5% of the value of the contractual products per calendar day or part thereof of storage, as well as transport costs. In addition, smaXtec shall be entitled to insist on performance of the contract or,

alternatively, to withdraw from the contract after setting a reasonable grace period and use the smaXtec Products elsewhere. All and any costs incurred by smaXtec for deactivation of the software and collection of the hardware as a consequence of withdrawing from the contract shall be borne by the Customer.

4.2

The places of performance for the individual smaXtec subsidiaries shall be the locations specified in Annex 2, unless a different place of delivery is specified as the place of performance in the purchase order/contract.

5. Reservation of title

5.1

smaXtec reserves the title to smaXtec Products until the Customer's payment obligation has been fulfilled.

5.2

If third parties seize the goods that are subject to reservation of title, in particular in the course of attachment by a court, the Customer agrees to indicate smaXtec's ownership and to notify smaXtec in writing without delay, stating the third party's details and the competent authority/court, to enable smaXtec to enforce their title. The Customer is obliged to support smaXtec in this to the best of their abilities.

6. Warranty, defects and remote maintenance

6.1

smaXtec warrants that the goods will be delivered free of defects. smaXtec warrants that the smaXtec Products shall be functional for a period of six months from delivery. The warranty is subject to the Customer handling the smaXtec Products properly and, in the case of products with a specified best-before date, to the Customer beginning to use the products for their intended purpose no later than expiry of said date. Distributors and final customers are obliged to strictly follow the instructions given by smaXtec in the user information; this shall apply in particular to transport, storage conditions and the startup of smaXtec Products. The warranty is excluded where a defect is due to incorrect startup of the smaXtec Products by the Customer or third parties.

Within the framework of the subscription model, the functionality of the bolus is warranted for the lifetime of the animal in which it is used as intended, as long as the Customer pays the subscription fee.

The Customer acknowledges that the devices of the smaXtec System may only be used for the intended purpose in the context of cattle farming.

6.2

The Customer must inspect delivered goods immediately upon receipt and shall report any visible defects in writing without delay. Any hidden defects shall be reported in writing immediately after discovery, but no later than 6 (six) months after the receipt of goods.

smaXtec shall be entitled, at their discretion, to either remedy the defect or to arrange a replacement delivery. The Customer shall give smaXtec the time and opportunity needed to carry out the remedial work or replacement delivery that is considered necessary; failure to do so shall release smaXtec from their warranty obligation and liability for any consequences arising therefrom. If the claims of the defect made by the Customer are unjustified, smaXtec shall be entitled to charge the Customer for the services provided on a time and material basis. If a replacement delivery has been carried out, the Customer undertakes to return the replaced device (Base Station, Climate Sensor, Bolus Applicator) to smaXtec within 4 (four) weeks of receipt of the returns label. Failure to return the device within this period shall entitle smaXtec to charge the current list price for the replacement device.

6.3

The Customer acknowledges that remote maintenance requires an internet connection that is in full working order.

6.4

smaXtec warrants that their products meet the relevant national requirements and specifications in the countries in which these products are marketed with smaXtec's consent.

smaXtec does not assume any guarantee or warranty for compliance of its products with national regulations of states where the products are marketed without smaXtec's knowledge and written consent.

6.5

smaXtec Products are not intended for export to third countries by the Customer. Therefore, it is explicitly prohibited to export smaXtec Products to third countries after receipt. Any warranty shall be excluded in the event of a breach of this provision. In addition, smaXtec shall be entitled to be held harmless by the Customer for any disadvantages arising from the breach of contract.

7. Hardware and boluses

7.1 Reuse

It is forbidden to reuse used boluses, particularly in another animal. Should the Customer still reuse a used bolus, all their claims shall lapse; any disadvantage suffered by smaXtec shall be compensated by the Customer.

7.2 Prohibition of resale

The Customer agrees to a contractual prohibition on the resale of smaXtec Products to third parties. In the event of a breach of this prohibition on resale, all warranty, liability and other claims against smaXtec shall lapse. The Customer undertakes to indemnify and hold smaXtec harmless in this regard.

8. Installation

The Customer acknowledges that the use of the smaXtec Products and other smaXtec technology requires proper installation of the system at the Customer's premises, a working internet connection, and end devices with updated and maintained operating systems. smaXtec or their local distributors can provide installation support for a fee. The bolus must be inserted by trained personnel in compliance with smaXtec's instruction. The Customer is obliged to follow all installation instructions carefully.

9. Liability

smaXtec's liability, regardless of the legal grounds, shall be limited to direct damages caused by smaXtec intentionally or through gross negligence. Liability for indirect damage, consequential damage and pure financial loss is excluded. Any liability beyond this – regardless of the legal grounds – is excluded to the extent permitted by law. Liability for damages of any kind is excluded if the damages occur after the smaXtec Products have been taken over and are due to improper handling or use, non-compliance with operating and installation instructions ([Important safety and product information](#) and [Bolus Administration – Instructions for use & Safety instructions](#)), faulty assembly, start-up, maintenance and servicing by the Customer, and/or recommendations by third parties who are not employed with smaXtec and which the Customer has implemented.

If the Customer suffers damage as a result of the loss of data, smaXtec shall not be liable for this if the damage could have been prevented by full and regular backups of all relevant data by the Customer. Liability shall expire 6 (six) months after the Customer becomes aware of the damage and the party responsible for the damage.

In all cases, smaXtec's liability shall be limited – to the extent permitted by law – to the amount the Customer paid to smaXtec in the previous 12 (twelve) months before the occurrence of the damage. Claims for damages under the Product Liability Act and claims for personal injury shall not be affected. Any liability beyond this, regardless of the legal grounds, is excluded to the extent permitted by law.

10. Termination and data backup

Termination of a subscription shall be made in writing or by email to the last known email address of the other contracting party. The notice period is 1 (one) month, effective at the end of the month; current subscription fees shall be paid until the termination takes effect. Software products must be deactivated at this point of time.

The right of each contracting party to terminate the contract early for good cause remains unaffected. Good cause shall include, in particular, the commencement of insolvency proceedings against the assets of the other contracting party, non-payment of fees due despite a written reminder setting a grace period, or the discontinuation of operations by one of the contracting parties.

There is an option for the Customer to have their data backed up by smaXtec up to 30 (thirty) days after termination of the contract. The Customer has to explicitly request this backup from smaXtec. smaXtec is entitled to delete the data after this 30-day period has expired. smaXtec has no further obligation to store the Customer's data.

11. Subscription rates and product expansions

smaXtec reserves the right to adjust the subscription rates regularly in accordance with general price developments. Another reason for rate adjustment may be additional features or additional possible uses of smaXtec Products. In the event of an increase in the subscription rate, the Customer shall be notified of the price adjustment 2 (two) months before the increase comes into effect at the latest. If the Customer does not agree to the price increase, the Customer shall be entitled to a special right of termination with effect from the date of the rate adjustment. Continued use of smaXtec products beyond the adjustment date shall be deemed acceptance of the rate adjustment.

12. Special contractual provisions

If special contractual provisions have been agreed between smaXtec and the Customer in separate written agreements, these special contractual provisions shall take precedence over these General Terms and Conditions. Verbal commitments made by smaXtec and their employees or external sales partners (distributors) of smaXtec do not give rise to any claims on the part of the Customer. The conditions agreed in writing shall apply exclusively.

13. Severability

If any provision(s) of these General Terms and Conditions is or are ineffective or unenforceable or become(s) ineffective or unenforceable after conclusion of the contract, the remaining provisions of the General Terms and Conditions shall not be affected. The ineffective or unenforceable

provision shall be substituted by a provision that comes closest to the economic intent of the ineffective or unenforceable provision and which could have been agreed by the parties with legal effect.

14. Intellectual property

All documents and products (hardware and software, performance documents, drafts, instructions for use, offers, etc.) and other documents provided by smaXtec shall remain the intellectual property of smaXtec at all times. Their use, and in particular the transfer, reproduction, publication and provision, including copying in part only, as well as imitation, editing or exploitation, shall be subject to explicit consent.

15. Delay in delivery

smaXtec shall adhere to the promised dates and periods of delivery as far as possible. These are considered to be the expected time of provision and handover to the Customer and are generally non-binding, unless explicitly agreed as binding. Withdrawal from the contract on the part of the Customer due to a delay in delivery is only possible after setting a reasonable grace period of at least 4 (four) weeks. The right of withdrawal refers only to the part of the delivery that is delayed. smaXtec must be notified of the withdrawal in writing or by email.

16. Data privacy

smaXtec's data privacy statement can be found at: <https://smaxtec.com/en/privacy-policy>.

17. Webshop

Current direct customers of smaXtec have the option of placing orders for smaXtec Products and merchandise in the smaXtec webshop (hereinafter referred to as "online orders"). In these cases, the Customer submits an offer to purchase a certain number of products, which is deemed to have been accepted by smaXtec upon written acceptance, thereby concluding the purchase contract. The Customer does not have the right to withdraw from the purchase contract, as this is not a consumer distance selling contract. Orders placed in the webshop are, without exception, subject to all provisions of these General Terms and Conditions.

18. smaXtec Academy

smaXtec operates its own online academy that offers both free and fee-based courses and training programmes. Registration is generally open to anyone, but smaXtec reserves the right to offer participation in free courses and training programmes only to smaXtec customers and employees of business partners. The courses on offer and the programme of the online academy are available

on the smaXtec website. The conditions of the smaXtec Academy can be found at <https://en.academy.smaxtec.com/terms>.

19. Special provisions for radio equipment

smaXtec undertakes to perform remote maintenance of the radio equipment (Base Stations) at their own expense and to install updates. In this context, smaXtec will also cover the associated costs of the SIM cards (mobile phone charges) used in the Base Stations. The SIM cards in the Base Stations remain the property of smaXtec and shall not pass into the ownership or control of the Customer, even if the Base Station is purchased.

If the Base Station is operated via an Ethernet connection, the Customer agrees to make it possible for smaXtec to access the network connection to ensure full functionality of the Base Station. The Customer ensures that the Ethernet connection meets the technical requirements of smaXtec and that there are no limitations regarding data transmission.

smaXtec is entitled to use the Base Stations for the transmission of data of all kinds and also to offer data transmission options to third parties and/or to have third parties carry out data transmissions.

20. Collection of owner information

In order to comply with legal and regulatory requirements – particularly in the areas of sanction, money laundering and fraud prevention – smaXtec is obliged to collect additional information on the ownership structure of certain business customers. This includes, in particular, information on the beneficial owners in accordance with the Money Laundering Act and appropriate KYC documents (e.g. extracts from companies registers, lists of shareholders, proof of identity).

This information helps smaXtec to conduct legally required checks and audits and to better assess risks. Data processing is carried out exclusively within the framework of the applicable legal provisions.

If it is impossible to provide full and true information, this may impact the continuation of the business relationship.

as of November 2025

Annex 1 - List of subsidiaries

Name	Address
smaXtec GmbH	Salzburger Straße 10, 83404 Ainring, Germany
smaXtec Limited	10 Warren House, Deepdale Business Park, Bakewell, Derbyshire, DE45 1GT, United Kingdom
smaXtec Inc.	5315 Wall Street, Suite 170, Madison, WI 53718, United States of America
smaXtec AG	Kantonsstrasse 35, 8807 Freienbach, Switzerland
smaXtec Ltd (IE)	4 Michael Street, Limerick, V94 V184, Ireland
smaXtec Limited (NZ)	2/159 Matakokiri Drive, Tauriko, Tauranga 3171, New Zealand
smaXtec B.V.	Hoenderkamp 20, 7812 VZ Emmen, The Netherlands

Annex 2 - List of places of performance

Name of smaXtec company	Place of performance
smaXtec animal care GmbH	Vienna, Austria
smaXtec GmbH	Vienna, Austria
smaXtec Limited	Bakewell, United Kingdom
smaXtec Inc.	Madison, WI, United States
smaXtec AG	Altendorf, Switzerland
smaXtec Ltd (IE)	Limerick, Ireland
smaXtec Limited (NZ)	Tauranga, New Zealand
smaXtec B.V.	Vienna, Austria