

General Terms and Conditions

1. General

1.1.

Hardware sales, goods deliveries and other services rendered by smaXtec (hereinafter: "smaXtec products") are affected exclusively on the basis of these General Terms and Conditions. They apply to the current and future business relationships between smaXtec animal care GmbH or the respective local smaXtec distributor (hereinafter: "smaXtec") and the Customer. The granting of licenses to use software products is governed by the Licensing and Contract Conditions indicated for the respective software and, subordinately, by these General Terms and Conditions, unless separate provisions are provided in the Licensing and Contract Conditions.

1.2.

On concluding an agreement with smaXtec, the Customer acknowledges these General Terms and Conditions as the contractual basis. Any contractual agreement to the contrary must be made in writing in order to be legally valid.

2. Applicable law, place of performance and jurisdiction

2.1.

The current and future business relationship between smaXtec and the Customer are subject to Austrian law, to the exclusion of the provisions of the United Nations Convention on the International Sale of Goods.

2.2.

The venue for all disputes arising from this agreement, also with regard to its conclusion and validity, is the court of law in Graz, Austria, responsible for the subject matter.

3. Conclusion of an agreement and deadlines for payment

3.1.

An agreement regarding the purchase of or subscription to smaXtec products is concluded with a written quotation from smaXtec and a written confirmation from the Customer. Unless otherwise agreed, the Customer must transfer payment of the agreed, due price, without deduction, to the bank account of smaXtec immediately after the agreement is concluded. smaXtec will send all invoices electronically to the Customer's last indicated email address. The Customer agrees to this mode of transmission and will notify smaXtec of any change of email address without delay.

3.2.

A subscription begins upon activation of the bolus and ends with its deactivation. The Customer can perform activation and deactivation at any time in the software (app). The bolus must also be

deactivated if the animal is sold or slaughtered, as must any boluses that do not seem to be working properly. Subscription charges shall be charged for a full calendar month on the 12th of the current month. Newly activated boluses shall be charged for the first time in the month in which they are active for at least 20 days. Deactivated boluses must be paid for in full in the current month, even if they are no longer active on the 12th of that month.

3.3.

smaXtec is entitled to withdraw from a concluded agreement or to terminate it with immediate effect due to extraordinary grounds if the Customer defaults on the agreed terms of payment. Deliveries and services will also be withheld as long as the Customer is in default with regard to any other orders.

In the event of default on the part of the Customer, default interest of 10 (ten) per cent p.a. will be charged. In the event of default on overdue invoices despite multiple reminders, smaXtec is further entitled to lock the smaXtec system, including access to software, until payment is received. This lock does not affect collection of data by the sensors, so that subscription charges will continue to be billed.

4. Place of delivery and passing of risk

4.1.

Unless otherwise agreed in individual cases, smaXtec delivers hardware and other goods FCA (as per Incoterms 2020) to the Customer's address. The risk thus passes to the Customer upon handover to the first freight carrier.

4.2.

The place of performance is Graz unless a different place of delivery is designated as the place of performance in the purchase agreement/order.

5. Retention of title

5.1.

smaXtec products remain the property of smaXtec until the Customer has fulfilled the payment obligation.

5.2.

If any third parties attach the goods subject to retention of title, particularly in the course of enforcement of court possession orders, the Customer undertakes to draw attention to the property of smaXtec and to inform smaXtec immediately in writing, indicating the details of the third party and the responsible authority/court, so that smaXtec can enforce its proprietary right. The Customer undertakes to assist smaXtec to the best of his/her ability.

6. Warranty, defects and remote maintenance

6.1.

smaXtec warrants that the goods are handed over free from defects. smaXtec warrants that the smaXtec products are functional for a period of six months from handover. Warranty is conditioned on proper handling of the smaXtec products by the Customer and, with regard to products for which a best before date is indicated, commencement of intended use by the Customer no later than expiry of said date. Distributors and end customers undertake to carefully follow the instructions given by smaXtec in the user manuals; this applies particularly to transport, storage conditions and putting smaXtec products into operation. Warranty is excluded if the defect is due to the Customer or third parties putting smaXtec products into operation incorrectly.

Under the subscription model, the bolus is warranted to be functional for the lifetime of the animal into which it is inserted as long as the Customer pays for the subscription.

The Customer acknowledges that the devices of the smaXtec system must be used only as intended for the purpose of cattle farming.

6.2.

Immediately upon receipt of the goods, the Customer must inspect the goods and immediately notify any apparent defects in writing. With regard to latent defects, the defect must be notified in writing immediately upon its appearance, but no later than 6 (six) months after receipt of the goods. smaXtec is entitled to remedy the defect or to deliver a substitute. The Customer must give smaXtec the time and opportunity required to carry out the remedial work and substitute deliveries which appear necessary; failing to do so releases smaXtec from its warranty obligation and liability for consequences that may arise.

6.3.

The Customer acknowledges that remote maintenance measures are conditioned on an intact internet connection.

6.4.

smaXtec warrants that its products conform to the respective national rules and requirements in states in which these products are marketed with the consent of smaXtec. smaXtec assumes no guarantee or warranty for conformity with regulations of states in which the products are marketed without the knowledge and written consent of smaXtec.

6.5.

smaXtec products are not intended for export by the Customer to third countries. It is therefore expressly forbidden to export smaXtec products to third countries after receipt. In the event of failure to comply with this, any warranty is excluded. smaXtec is further entitled to claim compensation from the Customer for any damages arising from the breach of the agreement.

7. Hardware and boluses

7.1 Reuse

It is forbidden to reuse used boluses, particularly in another animal. If they are nevertheless reused; this nullifies all Customer claims; the Customer must compensate any damages incurred by smaXtec.

7.2 Prohibition of resale

The Customer agrees to abide by a contractual prohibition on reselling boluses to third parties. He or she acknowledges that the consent of smaXtec to resale is necessary and required in order to safeguard the smaXtec system, allocation of boluses to a particular company and animal, and particularly to ensure proper use of the system and accepts these special circumstances as the basis of this contractual prohibition of resale.

8. Installation

The Customer acknowledges that the use of the smaXtec products and other smaXtec technology is conditioned on proper installation of the system on the Customer's premises and an active internet connection as well as end devices with an up-to-date, maintained operating system. Any assistance with installation can be provided by smaXtec or the local distributor for a charge. Boluses must be inserted by trained staff in accordance with the specifications of smaXtec.

9. Liability

The liability of smaXtec – on whatever legal grounds – is limited to direct damage caused by smaXtec intentionally or as a result of gross negligence. Liability for indirect damage, consequential damage and pure property damage is excluded. Any further liability, regardless of legal grounds, is excluded if legally permissible.

If damage to the Customer results from loss of data, smaXtec will not be liable if such damage would have been avoidable by means of regular and complete backup of all relevant data by the Customer.

In all cases, the liability of smaXtec, if legally permissible, is limited to the amount paid by the Customer to smaXtec in the last 12 (twelve) months prior to occurrence of the damage. This is without prejudice to claims for damages pursuant to the Product Liability Act (Produkthaftungsgesetz PHG) and claims due to personal injury. Any further liability, regardless of legal grounds, is excluded if legally permissible.

10. Termination

Termination of a subscription is done in writing or by email to the last email address indicated by the distributor. The notice period is 1 (one) month from the last day of the month; current

subscription charges must be paid until the termination takes effect. Software products must be deactivated by this date.

This is without prejudice to each party's right to terminate the agreement prematurely for good reason. The commencement of insolvency proceedings over the assets of the other party, failure to pay due charges despite a written reminder and additional grace period or discontinuation of operation by one of the parties, in particular, are considered good reason.

11. Subscription pricing and product expansions

smaXtec reserves the right to regularly adjust the subscription prices to reflect general price developments. One reason for price adjustment may be additional functionalities and possible uses of the smaXtec products. In the event of a price increase, the Customer shall be informed of the price adjustment at the latest two months before the date the price increase comes into effect. If the Customer does not agree to the price increase, the Customer has a special right of termination with effect from the date of the price adjustment. Continued use of smaXtec products after the price adjustment date is considered as consent to the price adjustment.

12. Special provisions

If smaXtec and the Customer have agreed any special provisions that were set out in separate written agreements, these special contractual provisions take precedence over these General Terms and Conditions. Oral agreements by smaXtec, staff or trade representatives of smaXtec do not justify Customer claims. The conditions agreed in writing apply exclusively.

13. Severability clause

If any provision or provisions of these General Terms and Conditions are ineffective or unenforceable, or become ineffective or unenforceable after conclusion of the agreement, this shall be without prejudice to the remaining provisions of the General Terms and Conditions. The ineffective or unenforceable provision shall be replaced 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.

October 2023