

General Terms and Conditions GTC

TCSC – The Chemical Sensing Company GmbH
FN 590565 d

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1. Validity

- 1.1 These General Terms and Conditions (hereinafter also referred to as GTC) apply to all business transactions between TCSC - The Chemical Sensing Company GmbH, Wartingergasse 42, 8010 Graz, FN 590565 d (hereinafter referred to as TCSC) and third parties (hereinafter also referred to as customers or called contractual partner).
- 1.2 The third party is expressly informed that these General Terms and Conditions serve as the basis for all business transactions between TCSC and the contractual partners, even if no explicit reference is made to them. The General Terms and Conditions valid at the time the contract is concluded shall apply, which can be seen on the TCSC company website (www.perception-park.com).
- 1.3 Terms and conditions that deviate from or supplement these GTCs – in particular the customer's general terms and conditions of business or purchase – only become part of the contract if they have been expressly confirmed in writing by TCSC. The customer's terms and conditions of business and purchase do not automatically become part of the contract if TCSC does not expressly object to them.

2. Offer and conclusion of contract

- 2.1 Offers from TCSC are generally non-binding unless they are expressly designated as binding. An order (also known as a purchase order PO) by the contractual partner is only binding on the part of TCSC if TCSC has confirmed this order (PO) with an order confirmation (also known as confirmation of purchase order, or CPO for short).
- 2.2 Assurances, services, guarantees, etc. from TCSC and agreements that deviate from these GTCs only become legally binding with a written order confirmation (CPO).

3. Technical suitability of the contractual products

- 3.1 It is solely the customer's responsibility to check the purpose and suitability of the contractual products for the intended use.
- 3.2 If no other agreements are made, TCSC assumes no liability for this.
- 3.3 Use of the contractual products for purposes other than those for which they are intended is not permitted.

4. Confidentiality

- 4.1 The contractual partner hereby irrevocably undertakes to maintain absolute secrecy about all trade and/or business secrets made accessible or made available to him by TCSC.
- 4.2 Contractual partners of TCSC agree that these may be used as a reference. The contractual partners can object to this use at any time.

5. Intellectual Property

- 5.1 All contractual products, plans, sketches, documentation, source code and other documents remain the intellectual property of TCSC. The contractual partner acquires no ownership or other rights to intellectual property with the exception of use for the contractually specified application.
- 5.2 A transfer, publication and making available to third parties requires the written consent of TCSC.

6. Payment Terms and Pricing

- 6.1 The prices of TCSC are stated in EURO plus any statutory sales tax (VAT) at the applicable rate. Any taxes, fees or other costs are to be borne by the contractual partner.
- 6.2 The following terms of payment apply:
After invoicing, 14 days net. Unjustified cash discounts will be charged. If the customer does not object before the order is confirmed, partial invoices are deemed to have been agreed according to the progress of the service.

7. Place of Performance

- 7.1 The place of performance is the respective company headquarters of TCSC.

- 7.2 Unless otherwise specified, deliveries are EXW in accordance with the currently valid version of the Incoterms.
- 7.3 If the dispatch is delayed or not dispatched due to circumstances not caused by TCSC, the risk is transferred to the customer from the day the goods are made available.
- 7.4 Unless otherwise agreed for the delivery of data, the risk of loss or alteration of the data when downloading and sending via the Internet passes to the customer when the TCSC network interface is exceeded.

8. Assembly and commissioning on site

- 8.1 The assembly of the delivered systems is carried out either by TCSC or its vicarious agents.
- 8.2 Any assembly of the systems and/or components by third parties is at the risk and expense of the customer.

9. Technical Data

- 9.1 The contractual products generate technical and non-personal data, which are not subject to the GDPR. The data is collected and processed anonymously by TCSC, so that no assignment to a customer is possible. The customer grants TCSC the irrevocable and free right to collect, use and further process the data.

10. Retention of Title

- 10.1 TCSC retains title to the subject matter of the contract until all payments have been received. The customer may neither sell nor pledge the delivered contractual items nor assign them to third parties as security until they have been paid for in full.

11. Acceptance and partial delivery

- 11.1 The contractual partner is obliged to accept the deliveries made available by TCSC (systems, components, spare parts), including partial deliveries as well as services and partial services according to the degree of progress.
- 11.2 Other services (e.g. training) are deemed to have been accepted upon provision.

12. Delivery Dates Delay

- 12.1 Unless expressly agreed as binding, the delivery dates are non-binding and are always understood to be the expected time of provision or handover to the customer.
- 12.2 A withdrawal from the contract by the customer due to a delay in delivery is only possible after setting a reasonable grace period of at least six weeks.
- 12.3 The withdrawal must be asserted in writing with proof of dispatch. Without exception, the right of rescission relates only to that part of the delivery and/or service that is in default.

13. Warranty

- 13.1 We guarantee the functionality of our systems for a period of 12 months after provision or commissioning, but no longer than 13 months after the customer begins using them.
- 13.2 The existence of defects must be proven by the contractual partner. § 924 ABGB does not apply.
- 13.3 Any defects that occur must be reported by the customer promptly, specified accordingly and in writing. A period of 14 days from the delivery of the contractual items applies to the notification of defects (§ 378 UGB).
- 13.4 In the event of a warranty, TCSC is entitled to determine the type of warranty (repair, price reduction or exchange) itself.
- 13.5 If the customer's complaints are unjustified, TCSC is entitled to charge for the additional costs incurred as a result.

14. Indemnification

- 14.1 TCSC is only obliged to pay damages in all possible cases in the event of intent or blatant gross negligence. TCSC is not liable for slight or gross negligence. TCSC is not liable for indirect damage, loss of profit, missed savings, as well as for any form of consequential damage and financial loss, as well as for claims by third parties.
- 14.2 Any liability on the part of TCSC is excluded if damage is caused by improper handling and/or improper use of the contractual products, non-compliance with operating and installation instructions, incorrect assembly and/or commissioning by third parties, inadequate maintenance and/or repairs by the customer.

15. Jurisdiction

- 15.1 For all disputes arising from this contract, the jurisdiction of the locally and factually relevant court at the registered office of TCSC is agreed.
- 15.2 The contract is exclusively subject to the law of the Republic of Austria, excluding the reference norms of private international law and the UN Sales Convention.

16. Additional Provisions

- 16.1 Should provisions of these terms and conditions be or become wholly or partially legally invalid or unenforceable, this shall not affect the legal validity of all other provisions. The contracting parties will replace the legally ineffective or unenforceable provisions with effective and enforceable provisions that come as close as possible to the content and purpose of the legally ineffective or unenforceable provisions.
- 16.2 Changes or additions to an agreement or contract must always be in writing. This also applies to changes to the written form requirement.
- 16.3 With regard to the processing of the customer's personal data, reference is made to our data protection declaration.