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Redl Group

GTC I – B2B

GTC I – valid for entrepreneurs (B2B)

General Terms and Conditions of the Redl Group

*Valid for entrepreneurs (B2B) – mandatory protective provisions
take precedence in consumer transactions*

1. SCOPE OF APPLICATION AND PARTIES TO THE CONTRACT

Redl Group – Contracting Parties:

These General Terms and Conditions (GTC) apply to all current and future transactions, declarations and other legally binding agreements concluded by:

- Redl GmbH, Hollabrunn, Austria
- Redl Gastrosystems GmbH (affiliated company of Redl GmbH)
- Redl Technologies GmbH (affiliated company of Redl GmbH)
- Redl Servicepartner GmbH (affiliated company of Redl GmbH)

All of the aforementioned companies are hereinafter collectively referred to as the "Redl Group". The Redl Group company concluding the contract in each case can be seen from the specific offer, the order confirmation or the respective contract. These GTC apply equally to each Redl Group company.

Validity for entrepreneurs and consumers:

These GTC are primarily aimed at entrepreneurs within the meaning of Section 1 of the Austrian Commercial Code (UGB) and legal entities under public and private law (B2B). Each contracting company of the Redl Group is entitled to request appropriate proof of the company (e.g. extract from the commercial register, VAT number) before concluding a contract.

Insofar as contracts are concluded with consumers within the meaning of Section 1 KSchG (Consumer Protection Act) in individual cases, the mandatory protective provisions of the KSchG shall take precedence over these GTC. All other provisions of these GTC also apply to consumers insofar as they do not violate mandatory consumer law.

The terms and conditions of the business partner shall not apply even without the express reservation of the Redl Group. Conflicting or deviating terms and conditions of the business partner shall not be recognized. The business partner hereby expressly

waives the assertion of any terms and conditions of its own.

Agreements deviating from these GTC must be made in writing, otherwise they shall be invalid. Verbal declarations shall only become effective upon written confirmation by the Redl Group. Silence or inaction on the part of the Redl Group shall not be deemed to constitute a declaration. Should individual provisions of these GTC be invalid in whole or in part, the validity of the remaining parts shall not be affected (severability clause).

2. CONCLUSION OF CONTRACT

The basis of the business relationship is the respective contract, in which all agreed services (scope of services) and the remuneration are recorded. By signing the contract, the business partner confirms that it is aware of the scope of services of the systems offered and has no claims to free special functions that have not been confirmed or agreed in writing.

The offers of the Redl Group are non-binding and subject to change. The Redl Group reserves the right to change the information contained therein at any time. Orders placed by the business partner shall only be deemed accepted upon written order confirmation by the Redl Group. The Redl Group is entitled to demand a down payment of an appropriate amount and to make its receipt a condition of fulfillment of the contract.

The business partner shall be solely responsible for any permits or authorizations under private or public law that are necessary for the operation or use of the services and products provided by the Redl Group and shall bear all associated costs.

The prices quoted by the Redl Group are in euros and do not include VAT. The Redl Group reserves the right to change prices and to correct pricing errors. In the event of an order deviating from the overall offer, the Redl Group reserves the right to make corresponding price adjustments, which will be

brought to the customer's attention by means of an order confirmation.

The prices quoted in the contract offers are based on the labor and material costs valid at the time the offer is prepared. The Redl Group expressly reserves the right to make price corrections in the event of increased labor, material and other costs and to prior sale of the goods offered.

In the case of assembly work on site at cost, the prices are quoted in euros excluding 20% VAT based on the current assembly rates of the Redl Group. The signed delivery bills shall serve as the basis for invoicing. In the case of agreed all-inclusive prices for installation work, these shall include installation allowances in accordance with the respective scope of the offer. The customer must ensure that the electrical system components to be worked on by the Redl Group fitters are de-energized, earthed and secured against being switched on again.

3. PREPARATION OF COST ESTIMATES

The Redl Group can provide cost estimates on request. Simple quotations and standard configurations are free of charge. The Redl Group reserves the right to charge a processing fee of 2% of the order value offered for complex, individually prepared cost estimates (in particular for technical planning, customer-specific configuration or on-site appointments) if no contract is concluded. The possible obligation to pay a fee shall be pointed out before the cost estimate is drawn up. If a contract is concluded on the basis of the cost estimate, the processing fee shall be waived.

4. IDENTITY AND CREDITWORTHINESS OF THE CONTRACTUAL PARTNER

The Redl Group is entitled to verify all necessary information about the identity, legal capacity and capacity to contract as well as the authority to sign and represent of its business partner by presenting official documents (e.g. extract from the commercial register, photo ID, power of attorney). In addition, the Redl Group is entitled to check the creditworthiness and other economically relevant data of the business partner and, in the event of insufficient creditworthiness, to demand appropriate collateral.

5. DELIVERY AND TRANSPORT RISK

Unless otherwise agreed, the delivery period shall be based on the period specified in the Redl Group's offer. The business partner expressly waives the assertion of delivery penalties and the assertion of costs for any loss of production in the event of a delay in delivery by the Redl Group.

Goods are shipped at the expense and risk of the business partner. The transportation risk shall pass to the business partner when the goods are handed over to the forwarding agent or carrier. [In the case of consumer transactions in accordance with § 7b KSchG, the transportation risk shall remain with the Redl Group until the goods are actually handed over]. Transport insurance shall only be taken out at the express request and for the account of the business partner.

6. TERMS OF PAYMENT

A payment claim shall be deemed to have been acknowledged if the business partner

The offsetting of counterclaims against the Redl Group and the withholding of payments due to alleged claims not recognized by the Redl Group is excluded (prohibition of compensation). The right of retention pursuant to § 1052 ABGB and other statutory rights of retention are also excluded.

The business partner shall also not be entitled to withhold payments due to incomplete overall performance, guarantee or warranty claims or notices of defects. All services provided by the Redl Group that are not expressly covered by the agreed remuneration shall be invoiced separately. This applies in particular to ancillary services and cash expenses. In the case of orders comprising several units or work steps, the Redl Group shall be entitled to issue an invoice after delivery of each individual unit or service.

For special repairs and custom-made products, a down payment of up to 40% of the order value must be made when the order is placed.

In the event of default in payment, interest shall be charged on the outstanding amounts. Furthermore, the business partner undertakes to reimburse all reminder and collection charges as well as costs incurred by legal representation. The business partner shall be reimbursed at least for each reminder; in the event of the intervention of a lawyer, the lawyer's fees shall also be reimbursed.

The business partner undertakes to ensure smooth payment processing and, in the case of direct debit payments, to ensure that sufficient funds are available in the account. The business partner shall bear any expenses associated with payment processing.

7. STORAGE FEES

The Redl Group reserves the right to charge storage and handling costs for devices that have already been repaired but are not collected by the customer. This also applies to devices for which the customer has already been informed that they are ready for collection but have not been collected.

The Redl Group reserves the right to send devices and parts that are not collected by the customer within 60 days after a cost estimate has been drawn up or after a corresponding notification, at the expense of the business partner, and to dispose of them at the customer's expense.

8. WITHDRAWAL FROM AND TERMINATION OF THE CONTRACT

The Redl Group shall be entitled to immediately terminate the contract or interrupt performance if the business partner or persons attributable to the business partner make it unreasonable for the Redl Group to maintain the contractual relationship.

The contractual relationship may be terminated by the Redl Group, in particular without observing a notice period, if:

- the business partner breaches these GTC or other material contractual provisions or has provided incorrect information when concluding the contract
- the business partner is wholly or partially in arrears with payments due despite a reminder and the setting of a grace period of 14 days
- insolvency or reorganization proceedings are applied for or opened against the assets of the business partner
- the business partner fails to fulfill a material contractual obligation
- extraordinary circumstances or circumstances beyond the control of the Redl Group make the provision of services by the Redl Group impossible or unreasonable for an unforeseeable period of time

If the execution of the order becomes impossible for reasons for which the business partner is responsible or is further delayed despite the setting of a reasonable grace period, the Redl Group shall also be entitled to terminate the contract immediately.

9. LIABILITY

The Redl Group shall only be liable for damages if it is proven to have acted with intent or gross negligence. Liability for slight negligence, consequential damage, pure financial loss, third-party claims, loss of profit, loss of production and business interruptions on the part of the business partner is excluded.

In the event of the sale of used equipment by the Redl Group, liability shall be limited to the purchase price actually paid by the business partner.

10. WARRANTY

The following warranty periods apply (§§ 922 ff ABGB):

- Newly sold devices/systems: 1 year, excluding service costs incurred for the replacement of defective parts.
- Rechargeable batteries: 6 months from delivery date
- Used devices: 6 months, excluding service costs incurred for the replacement of defective parts.
- Repairs carried out by the Redl Group (renewed/replaced parts): 1 year on the renewed part.

The warranty periods start from the date of delivery or the date of commissioning or from notification of readiness for collection.

Improvable defects shall be remedied at the discretion of the Redl Group by rectification or replacement delivery; rectification shall take precedence over price reduction and rescission.

The warranty does not apply to damage caused by:

- improper operation or abnormal operating and installation conditions
- Transport damage
- unauthorized changes by the business partner or third parties commissioned by the business partner
- improper maintenance

The business partner expressly waives any further warranty periods in accordance with § 929 ABGB.

The business partner is obliged to inspect delivered goods immediately upon receipt in accordance with § 377 UGB (Austrian Commercial Code) and to report any defects immediately in writing (by registered letter or by e-mail with read confirmation). In the case of installed systems, the notification of defects must be made immediately after commissioning and training. If the business partner fails to give notice of defects in good time, the goods or services shall be deemed to have been approved.

Claims for damages must be asserted in court within six months of knowledge of the damage, but at the latest within three years of the occurrence of the primary damage, unless mandatory statutory limitation periods provide otherwise.

11. DISPOSAL

Disposal of waste electrical and electronic equipment (WEEE), batteries and packaging:

- Assumption of the disposal obligation (B2B): The business partner assumes the obligation to properly dispose of the delivered devices after the end of use at its own expense in accordance with the applicable legal regulations (in particular ElektroG, EAG-VO or Directive 2012/19/EU). The business partner shall fully

indemnify the Redl Group from all obligations to take back the equipment and from all associated third-party claims.

- Intra-Community deliveries / export: For deliveries to countries outside the Redl Group's registered office, the business partner is deemed to be the distributor within the meaning of the respective national implementation of the WEEE Directive, the Battery Directive and the Packaging Directive in the country of destination. The business partner undertakes to fulfill all local reporting, registration and financing obligations (e.g. with national registers such as the EAR Foundation, UFH, ARA, etc.) independently and at its own expense.
- Duty to pass on & liability: The business partner must contractually bind Redl Group to these obligations if the goods are passed on to commercial third parties. If he fails to do so, he shall indemnify the Redl Group internally against all official sanctions, fines or costs resulting from non-compliance with national regulations in the country of destination. Upon request, the business partner shall provide the Redl Group with evidence of compliance with these obligations (e.g. by providing the registration numbers)

12. APPLICABLE LAW AND PLACE OF JURISDICTION

Austrian substantive and formal law shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The contracting parties agree that the District Court of Hollabrunn shall have subject-matter and local jurisdiction for any disputes arising from this legal transaction.

13. AMENDMENTS TO THESE TERMS AND CONDITIONS

The Redl Group is entitled to amend these GTC. The business partner shall be notified of amendments in writing or by e-mail at least 6 weeks before they come into force. If the business partner does not object to the amendments within 4 weeks of receipt of the notification, the amended GTC shall be deemed accepted. This consequence shall be expressly pointed out in the notification of amendment.

The current ones are available on the Redl Group website at www.redl.net/agb and are published there.



Redl Group

AGB II – Software & IoT

GTC II – Software, Cloud, Services & IoT

Supplementary General Terms and Conditions of the Redl Group

*Primarily valid for entrepreneurs (B2B) – mandatory protective provisions
take precedence in consumer transactions*

1. SCOPE OF APPLICATION AND PARTIES TO THE CONTRACT

Redl Group – Contracting Parties:

These Supplementary General Terms and Conditions (hereinafter “Software T&Cs”) apply to all services in the area of software, cloud services, IoT solutions (Internet of Things), maintenance, support and associated services (hereinafter jointly referred to as “Digital Services”) provided by

- Redl GmbH, Hollabrunn, Austria
- Redl Gastrosystems GmbH (affiliated company of Redl GmbH)
- Redl Technologies GmbH (affiliated company of Redl GmbH)
- Redl Servicepartner GmbH (affiliated company of Redl GmbH)

All of the aforementioned companies are hereinafter collectively referred to as “Redl Group”. These Software GTCs supplement the general terms and conditions of the Redl Group and take precedence over them in the event of contradictions in the regulated areas. The company concluding the contract in each case can be seen from the specific offer or the order confirmation.

Digital services include in particular:

- Software licenses and software transfers (on-premise and cloud-based)
- SILEXA product family (SILEXA TAP, SILEXA DRAFT, SILEXA BAR, SILEXA CAFE, SILEXA GEAR, SILEXA LAB, SILEXA SELF SERVE)
- Cloud Services, App Connect, Creator App and other SaaS offerings
- IoT devices, sensors, control units and their connection to cloud platforms
- POS systems and their software (TiPOS product line)
- Maintenance, support and service contracts for the above services

Validity for entrepreneurs and consumers:

These Software T&Cs are primarily aimed at entrepreneurs within the meaning of Section 1 UGB

(B2B). If, in individual cases, contracts are concluded with consumers within the meaning of Section 1 KSchG, the mandatory protective provisions of the KSchG shall take precedence over these GTC. Clauses that expressly apply only to B2B transactions are marked as such.

2. CONCLUSION OF CONTRACT AND SCOPE OF SERVICES

The exact scope of services is set out in the respective offer, the service contract or the service description of the Redl Group. Deviations or additions must be made in writing.

The Redl Group shall provide its digital services in accordance with the state of the art and in compliance with the agreed service level (if agreed in writing). A claim to a specific availability shall only exist if this has been expressly agreed in writing.

The Redl Group is entitled to use third parties (subcontractors, licensors, infrastructure providers) to provide the Digital Services if this is necessary for the provision of the services. The responsibility towards the business partner remains with the Redl Group.

3. SOFTWARE LICENSES AND RIGHTS OF USE

Upon full payment of the agreed remuneration, the Redl Group shall grant the business partner a non-exclusive, non-transferable right to use the software provided for the agreed intended purpose for the duration of the contract.

Intended use means exclusively the use of the software for the business partner’s own operational purpose within the scope of the contractually agreed scope of use (e.g. number of users, locations, devices). Any use beyond this – in particular passing on, sublicensing, leasing or commercial exploitation to third parties – is prohibited.

The following actions are expressly prohibited to the business partner without the express written consent of the Redl Group:

- Decompilation, disassembly or other reverse engineering of the software
- Modification, editing or further development of the software
- Removal or modification of copyright, trademark or other proprietary notices
- Use of the software beyond the agreed scope of the license
- Disclosure of access data to unauthorized third parties

All rights to the software, in particular copyrights and other intellectual property rights, remain exclusively with the Redl Group or its licensors.

4. CLOUD SERVICES AND SAAS SERVICES

Cloud services and SaaS services (Software as a Service) are provided to the business partner for use via the Internet or other networks. There is no entitlement to the transfer or release of the source code.

The Redl Group strives for high availability of its cloud platforms. Planned maintenance windows shall be announced to the business partner with reasonable advance notice where possible. Unplanned outages due to circumstances beyond the Redl Group's control (in particular outages of third-party providers such as AWS, Azure, Google Cloud or Internet providers) shall not give rise to any liability on the part of the Redl Group.

The business partner is obliged to treat its access data confidentially and to report unauthorized access to the Redl Group immediately. The business partner shall be liable for any damage caused by the disclosure or careless handling of access data.

The Redl Group shall be entitled to update, further develop or adapt cloud services for technical or operational reasons, provided that the agreed scope of services is not significantly restricted as a result. Significant changes shall be announced to the business partner at least 30 days in advance.

5. IOT SOLUTIONS AND NETWORKING

Redl Group IoT solutions include the networking of hardware (dispensing systems, cash register systems, sensors, controllers, etc.) with Redl Group cloud platforms and software applications. The IoT functionality requires a functioning internet connection and suitable network infrastructure at the business partner.

The business partner is responsible for

- The provision of a stable and sufficiently dimensioned Internet connection

- Network security in his area of responsibility (firewall, WLAN security, etc.)
- Regular updating of the system components managed by the business partner
- Proper installation and commissioning in accordance with the specifications of the Redl Group

The Redl Group accepts no liability for security incidents or data loss resulting from inadequate network security or misconfigurations in the business partner's area of responsibility.

Firmware and software updates for IoT devices are provided by the Redl Group and must be installed promptly by the business partner. If updates are not installed, the Redl Group accepts no warranty or liability for any resulting problems.

6. TERM AND TERMINATION OF DIGITAL SERVICES

The term of subscriptions, maintenance contracts and other recurring digital services is specified in the respective contract. Unless another term has been agreed, a minimum term of 12 months applies.

If no notice of termination is given, the contract is automatically extended by the originally agreed term. Notice of termination must be given in writing (by e-mail or letter) with a notice period of 3 months to the end of the respective contract term.

The Redl Group is entitled to discontinue Digital Services with immediate effect if:

- the business partner is in arrears with payments due despite a reminder and the setting of a grace period of 14 days
- the business partner violates essential terms of use, in particular the provisions on intended use
- insolvency proceedings are applied for or opened against the assets of the business partner

Upon termination of the contractual relationship – for whatever reason – all rights of use granted shall expire. The business partner must uninstall the software and delete all access data received. Fees already paid shall not be refunded if the termination was initiated by the business partner or if there is good cause on the part of the business partner.

7. DATA PROTECTION, DATA PROCESSING AND DATA SECURITY

The Redl Group processes personal data as part of the provision of digital services in accordance with the applicable General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG). Further details can be found in the Redl Group's privacy policy, available at www.redl.net.

If the Redl Group processes personal data on behalf of the business partner as part of the

provision of digital services, a separate order processing agreement (including sub-processors/cloud) must be concluded between the parties. The business partner confirms that it has the necessary legal basis for the transfer of data to the Redl Group.

Operating data collected via IoT devices and cloud platforms of the Redl Group (e.g. tap volumes, dispensing events, device status) are used by the Redl Group to provide the services and – in anonymized form – to improve the products. This data will not be passed on to third parties unless this is necessary for the provision of services or required by law.

The business partner is responsible for the regular backup of its own data (backups), unless the data backup has been expressly agreed as a service of the Redl Group. The Redl Group shall not be liable for any loss of data due to missing or incorrect backups by the business partner.

8. MAINTENANCE, SUPPORT AND SERVICES

The type and scope of maintenance and support services are set out in the respective service contract or service description. Unless otherwise agreed, the Redl Group shall provide support services during normal business hours (Monday to Thursday, 8:00 a.m. – 5:00 p.m., Friday, 8:00 a.m. – 1:00 p.m. excluding public holidays).

Maintenance services include in particular the provision of software updates, bug fixes and security-relevant patches. The business partner is obliged to install the updates provided promptly. The Redl Group reserves the right to no longer provide support for outdated versions.

Support services that exceed the agreed scope shall be charged at the Redl Group's applicable hourly rate. This applies in particular to support requests caused by improper operation, unauthorized changes or use outside the intended use.

The Redl Group is entitled to discontinue support services for products that have reached the end of their life cycle (End of Life). The business partner shall be informed of the impending end of life at least 6 months in advance.

9. LIABILITY FOR DIGITAL SERVICES

The Redl Group's liability for digital services is governed by the Redl Group's general terms and conditions. The following also applies:

The Redl Group is not liable for damage caused by:

- Outages or restrictions of third-party infrastructure (cloud providers, telecommunications providers, internet providers)

- cyber attacks, hacking or other unauthorized access by third parties, provided that the Redl Group has taken reasonable security measures
- Data loss due to lack of data backup by the business partner
- Errors or failures caused by changes made by the business partner, unauthorized interventions or the combination with non-approved software
- Use of the Digital Services outside the intended use

The business partner is obliged to report any damage in connection with Digital Services immediately in writing and to do everything reasonable to minimize the damage.

10. PRICES, INVOICING AND PAYMENT

For recurring services (subscriptions, licenses, maintenance contracts), the prices agreed at the time the contract is concluded shall apply. The Redl Group is entitled to adjust prices for current contracts with a notice period of at least 6 weeks to the next billing period. If the business partner does not object to the price change within 4 weeks of notification, the price change shall be deemed to have been accepted. In the event of an objection, the business partner shall be entitled to terminate the affected contract free of charge until the price change comes into effect.

Recurring services are billed in advance for the respective billing period (monthly, quarterly or annually in accordance with the contract). Usage-dependent services (e.g. additional transactions, storage volume) are billed retrospectively.

In all other respects, the payment terms of the Redl Group's General Terms and Conditions shall apply, in particular with regard to interest on arrears, reminder fees and due dates.

11. WARRANTY FOR DIGITAL SERVICES

The Redl Group warrants that the Digital Services essentially correspond to the agreed service description. Minor deviations that do not significantly impair usability shall not constitute a defect.

Defects must be reported immediately after discovery in writing (by e-mail or registered letter) with a comprehensible description of the defect. The Redl Group shall rectify reported defects within a reasonable period of time. The right to warranty shall lapse if the defect was caused by improper use, unauthorized intervention or non-compliance with system requirements by the business partner. The following warranty periods apply:

- Purchased software licenses: 12 months from delivery [for consumer transactions, the statutory 2 years according to § 924 ABGB apply]

- Ongoing SaaS and cloud services: for the duration of the active contractual relationship
- IoT hardware: 12 months from delivery [for consumer transactions, the statutory 2 years apply]

12. APPLICABLE LAW AND PLACE OF JURISDICTION

Austrian substantive and formal law shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). For all disputes arising from or in connection with these Software T&Cs, the contracting parties agree that the exclusive place of jurisdiction shall be the competent court at the registered office of the contracting company of the Redl Group. [Applies only to B2B transactions; § 14 KSchG applies to consumer transactions].

13. AMENDMENTS TO THESE TERMS AND CONDITIONS

The Redl Group is entitled to amend these Software T&Cs. The business partner shall be notified of amendments in writing or by e-mail at least 6 weeks before they come into force. If the business partner does not object within 4 weeks of receipt of the notification of amendment, the amended GTC shall be deemed accepted. This consequence shall be expressly pointed out in the notification of change.

The current GTC, including the catalog of amendments, are available on the Redl Group website at www.redl.net/agb and are published there.