

GENERAL TERMS AND CONDITIONS of Seven Bel GmbH

1. Preamble

- 1.1. Seven Bel GmbH (hereinafter "**SEVEN BEL**") is a developer, author and operator of a piece of analysis software (hereinafter "**Software**" or "**App**") and offers hardware solutions (Sound Scanner) for acoustic imaging to their users.
- 1.2. The software solution is a Cloud application available on mobile devices (tablet, smartphone). It is offered in the form of application software (APP). More details on the scope of functions of the products offered by SEVEN BEL can be found at <https://sevenbel.com>.
- 1.3. The Sound Scanner and the related Software is made available by SEVEN BEL based on a paid contract (license). An account is required to use the software. SEVEN BEL assumes no responsibility for the consequences of any data loss.

2. General

- 2.1. SEVEN BEL expressly indicates that the term "**User**" in these General Terms and Conditions applies equally to male and female customers of SEVEN BEL.
- 2.2. For all business between Users and SEVEN BEL, the valid General Terms and Conditions apply; conflicting order or general terms of business of the User can only be effective if they are expressly recognised in writing by an authorised representative of SEVEN BEL.
- 2.3. Should a provision of these General Terms and Conditions be or become fully or partially ineffective, invalid or unenforceable, the effectiveness, validity or enforceability of all other provisions of these General Terms and Conditions remain unaffected. In this case, a provision which is as close to the economic content as possible, and not ineffective, not invalid and not unenforceable shall be deemed agreed between the contracting parties. The same applies in the event of any gaps in the agreement.
- 2.4. The General Terms and Conditions can be found at <https://sevenbel.com/en/imprint>.
- 2.5. Changes to the General Terms and Conditions will be notified to the User and are deemed to have been agreed, unless the User objects within 14 calendar days. These General Terms and Conditions govern legal relations between companies (B2B) and are also applicable to legal relations with consumers (B2C), with the exception of legally binding regulations to the contrary, in particular consumer protection (KSchG).

3. Scope of services, guarantee of the quality of the products

- 3.1. Information contained in brochures, advertisements, documentation and similar documents only represent descriptions and does not guarantee the quality of the products.
- 3.2. The guarantee of the quality of the product requires express written agreement. This also applies to price information or information on the release of additions and supplements. The technical data, specifications and performance descriptions in the product description do not represent a quality guarantee, unless they have been expressly confirmed as such by SEVEN BEL.

4. Software licenses

- 4.1. The customer may use software and application software from SEVEN BEL, including the relevant documentation, exclusively based on a license granted by SEVEN BEL.
- 4.2. Through the software license granted by SEVEN BEL, the customer is entitled to a personal, non-exclusive and, only with the approval of SEVEN BEL, transferable right to use the licensed software, which does not entitle them to grant sub licenses. If the customer is a company or legal entity, SEVEN BEL grants the holder the right to freely determine which of those active within the organisation may use the Software.
- 4.3. The User will keep all information about the Software and methods and processes used confidential. They are required to protect the Software and documentation provided from the knowledge or use of third parties. The customer is also required not to use any parts of the software or essential processes or ideas indirectly or directly in the creation of its own software.
- 4.4. All rights, particularly copyrights, to the Software and documentation provided, are the exclusive property of SEVEN BEL unless this is expressly indicated otherwise.
- 4.5. Provided that a software license is not expressly restricted to a project, software licenses are granted indefinitely, and can only be terminated by SEVEN BEL for just cause. Just cause notably exists if the User does not meet their contractual obligations or does not make any payments due within the deadline given. Termination by SEVEN BEL refers to all versions of the Software provided to the customer, including copies thereof, for analysis purposes. The right of use is only created after full payment by the customer.
- 4.6. A granted software license entitles exclusively to the use of the licensed version.
- 4.7. SEVEN BEL points out that the User is liable for any damage caused by copyright infringement.
- 4.8. SEVEN BEL offers updates or upgrades for the supplied products for an additional separate charge. In the event of an upgrade, the old license loses its validity.
- 4.9. Various protection mechanisms can be integrated into the software for licence protection.

- 4.10. The licensee is expressly informed that the hardware product acquired can only be used in connection with the software and the relevant accompanying one-year licenses.

5. Online registration

- 5.1. The customer license needs to be registered online for starting the Software.

6. Saving and collection of anonymised data

- 6.1. The User agrees that data concerning the computer performance and data on the frequency of use of the software is saved and processed statistically. This is exclusively anonymous data, which does not allow individuals to be identified. In particular, it is not personal data.

7. Warranty for application software (APP) and other software products

- 7.1. SEVEN BEL makes a considerable effort to achieve extensive freedom from defects in the software product by means of quality assurance measures. However, SEVEN BEL points out that it is not possible to produce completely defect-free software according to the current state of the art. In particular, SEVEN BEL assumes no liability whatsoever for the content and results created with the software or in the event of any data loss.
- 7.2. If the user is a company, SEVEN BEL will initially choose to honor the warranty through repair or replacement.
- 7.3. If the User is a consumer, they first have the choice as to whether the supplementary performance should be carried out by repair or replacement. However, SEVEN BEL is entitled to refuse the type of supplementary performance chosen if it is impossible or only possible with disproportionate effort or if a subsequent product exists that no longer exhibits this defect and the other type of supplementary performance remains without significant disadvantages for the consumer.
- 7.4. If the User is a company, the following applies: If SEVEN BEL's attempts to rectify the defect, whereby a double attempt to remedy the defect is permitted, are unsuccessful or if SEVEN BEL does not offer a free new program version, the User has a right to reverse processing of the contract (conversion) or a right to a reasonable reduction of the remuneration (price reduction).
- 7.5. However, in the event of a minor breach of contract, in particular in the case of only minor defects, the customer shall not be entitled to withdraw from the contract (conversion right).
- 7.6. Compensation for damages beyond this is completely excluded in the event of slight negligence.

- 7.7. If the customer is a company, public statements, claims or advertising of SEVEN BEL do not constitute a contractual indication of the quality of the product.
- 7.8. The User does not receive any guarantees in the legal sense from SEVEN BEL, unless this is agreed in writing.
- 7.9. The warranty claim is void with respect to such programs or program parts that have been modified or extended by the customer themselves, unless the User proves to SEVEN BEL that such changes or extensions are not the cause of the defect. The warranty claim shall also be void for defects, faults or damage caused by improper operation, errors in the hardware, operating systems, non-compliance with the data backup regulations or other operations beyond SEVEN BEL's control, or if the User refuses to allow SEVEN BEL to investigate the cause of the reported defect.
- 7.10. The limitation period for warranties is 2 years from receipt of the goods.
- 7.11. If the inspection of a defect notification shows that there is no warranty case or that the product has been returned in an incomplete manner, the costs incurred are charged at a flat rate of EUR 40.00, unless the User proves that a lower or no expenditure has been incurred.

8. Warranty for hardware products

- 8.1. In case the terms of payment agreed are complied with, SEVEN BEL shall be obliged, under the following provisions, to eliminate any defect existing at the time of handover that is detrimental to functionality and based on faulty design or material or poor workmanship. If the user is a company, no warranty claims may be derived from information provided in catalogues, brochures, advertising material and written or oral statements not included in the contract.
- 8.2. If the user is a company, SEVEN BEL will initially choose to honor the warranty through repair or replacement.
- 8.3. Unless otherwise agreed, the warranty shall not include any defects that result from arrangement and assembly not effected by SEVEN BEL, insufficient adjustment, non-compliance with installation requirements and conditions of use, excessive stress on parts beyond the performance specified by the seller, negligent or incorrect treatment and use of inappropriate operating material; this shall also apply to defects resulting from material provided by the buyer. Nor shall the seller be liable for damage resulting from acts by third parties, atmospheric discharges, overvoltage and exposure to chemicals. The warranty shall not cover the replacement of parts that are subject to natural wear.
- 8.4. The warranty shall lapse immediately once the User itself or a third party not explicitly authorised by SEVEN BEL effects any modifications or repairs to the products delivered without written consent by the seller.
- 8.5. The User does not receive any guarantees in the legal sense from SEVEN BEL, unless this is agreed in writing.

- 8.6. The limitation period for warranties is 2 years from receipt of the goods.
- 8.7. If the inspection of a defect notification shows that there is no warranty case or that the product has been returned in an incomplete manner, the costs incurred are charged at a flat rate of EUR 40.00, unless the User proves that a lower or no expenditure has been incurred.

9. Notice of defects

- 9.1. If the User is a company, they must immediately check the goods received for quantity and quality. Obvious defects must be reported to SEVEN BEL in writing within a period of 2 weeks from acquisition of the product, otherwise the assertion of the warranty claim is excluded. Timely dispatch is sufficient for the time limit to be observed.

10. Liability

- 10.1. In case of slightly negligent breaches of duty, the liability of SEVEN BEL is limited to the foreseeable, contract-typical, direct average damage based on the type of product. This also applies to slightly negligent breaches of duty by legal representatives or agents of SEVEN BEL. This does not apply to delay damages.
- 10.2. SEVEN BEL is not liable to companies for slight negligence. This means any liability only exists in case of gross negligence or intent.
- 10.3. Claims for damages from a customer as a company due to a defect lapse within a year of knowledge of the damage and the liable party.
- 10.4. Claims for damages from a User as a consumer due to a defect lapse within three years of knowledge of the damage and the liable party.
- 10.5. In the event of gross negligence, SEVEN BEL's liability is limited to the net order value. SEVEN BEL's liability is limited to 25% of the net order value per event of loss.
- 10.6. Compensation of consequential damages for defects, mere financial losses, indirect loss, production downtime, damages due to a loss of data or information, lost profits, savings not achieved, interest losses and losses from third-party claims asserted against the User shall be excluded.
- 10.7. Unless agreed otherwise, SEVEN BEL's liability is excluded in case of non-compliance with the conditions regarding assembly, commissioning and use or official conditions for approval by the User.

11. Cooperation obligations and special obligations of the customer

- 11.1. The User is required to share all contract-relevant information and, if necessary, to provide the necessary spatial and technical infrastructure, provided that the service is rendered on the User's premises. However, SEVEN BEL is not required to check such information for accuracy and completeness. Additional work for which the User is responsible, resulting from incorrect or incomplete information, shall not be borne by SEVEN BEL and shall be invoiced separately to the user at the applicable hourly rates.
- 11.2. The User also agrees to provide all systems, servers, interfaces and databases relevant to the service delivery at the required time and to ensure their availability. Additional work for which the User is responsible, which is based on faulty or unavailable systems, shall not be borne by SEVEN BEL and shall be invoiced separately to the customer at the applicable hourly rates.
- 11.3. If the performance of the service is thwarted or delayed due to reasons caused by the User, the User must pay for the resulting additional expenses or additional work. In this case, the agreed deadlines shall be extended accordingly.

12. Delivery

- 12.1. SEVEN BEL sells its products based on Incoterms 2020. In the absence of any conflicting agreements, SEVEN BEL will supply all products EXW.
- 12.2. Circumstances for which SEVEN BEL is not responsible, which are also not attributable to the User, are considered force majeure. The occurrence of such circumstances extends the agreed service periods accordingly and does not entitle the User to assert claims of any kind against SEVEN BEL; contract withdrawal by the user is excluded in this case.
- 12.3. Any further approvals required for the delivery or service provision shall be provided by the customer at the customer's own expense. A delay in the effect of the permits extends the respective time limits accordingly and does not entitle the User to withdraw from the contract or to assert any claims against SEVEN BEL.
- 12.4. Changes made by the User after placing the order extend the respective service and delivery periods and will be invoiced separately at the applicable hourly rates.
- 12.5. Orders to be placed in several units give entitlement to partial deliveries and partial invoices.
- 12.6. Any deviations between the agreed service and project result must be notified by the customer immediately.
- 12.7. All services are provided at the registered office of SEVEN BEL. Shipments are made exclusively with agreement and at the cost and risk of the User. Transport insurance is only taken out by SEVEN BEL at the express request and costs of the User.

13. Late payment

- 13.1. In the event of a delay in payment, SEVEN BEL shall be entitled, without prejudice to its other rights, to delay the fulfilment of its own obligations until payment or fulfilment of the other service, to claim a reasonable extension of the delivery period, to make all outstanding claims from this or other transactions with the User due and to set interest on arrears at 9.2 percentage points above the base interest rate p.a. for the amounts due, and to withdraw from the contract in the event of non-compliance with a reasonable grace period. The legal interest rate of 4% p.a. applies to consumer business.
- 13.2. If partial payments are agreed, SEVEN BEL has the right, in case of delay in at least two successive instalments despite an extension and reference to legal consequences, to claim immediate payment with the result being that all open invoice amounts become immediately due.
- 13.3. In the event of late payment, the customer is also obliged to bear all the costs incurred by a lawyer or a collection agency as well as all other incidental costs related to the delay in payment. This applies to consumers on the condition that these costs are either listed separately in the respective agreement or are necessary for the appropriate recovery.
- 13.4. In the event of late payment, SEVEN BEL is entitled to unilaterally suspend all payment terms previously granted to the customer by SEVEN BEL, such that the customer can only order with advance payment by cash.

14. Product changes

- 14.1. SEVEN BEL reserves the right to make product changes which do not affect the contractually required functionality.

15. Special provisions

- 15.1. The scope of service is determined according to the contractual service description.
- 15.2. Access and use of the software applications provided by SEVEN BEL may be reused by the User for the provision of services to other customers. However, this is on the condition that any necessary adaptations are made directly by SEVEN BEL.
- 15.3. The warranty is limited to a reproducible, i.e. continuously repeatable fault in the program function. In addition, the User acknowledges that minor software deficiencies cannot be completely excluded from the nature of the subject matter of the contract. SEVEN BEL notably assumes no guarantee or liability for the program being able to be operated without delay or interruption as well as error free, that the software is compatible with other programs different from SEVEN BEL, that the Software supplied meets the customer's requirements or that a complete and permanent elimination of software errors is possible. Defects affecting the Software do not entitle the customer to withdraw from the contract on which the use and the hardware are based.

16. Final provisions

- 16.1. The place of performance is Linz, Austria.
- 16.2. For all disputes arising from this contract as well as any agreements in connection with this contract, the exclusive jurisdiction of the competent court in Linz applies, as far as this does not conflict with statutory legal provisions.
- 16.3. This contract is exclusively subject to Austrian law to the exclusion of national and international conflict-of-law rules and to the exclusion of the UN sales law.
- 16.4. Verbal collateral agreements do not exist and would be ineffective. Any additions and changes to this contract require the written form; the same applies to any departure from this written form requirement.
- 16.5. Should any provision in this contract be or become invalid or ineffective, the other provisions of this contract are unaffected. The ineffective or invalid provision is replaced by a provision that comes as close as possible to the aim and purpose of the invalid or ineffective provision. The same applies analogously in the event of unintended gaps.

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