

GENERAL TERMS AND CONDITIONS

Ping Services Pty Ltd.

15 King William Street, Suite 6,

Unley SA 5061 Australia

ABN: 90 624 611 409

Version: GTC 01 / 2026 – B2B only

1. Scope of Application and Entrepreneur Status

1.1 These General Terms and Conditions (“GTC”) apply to all present and future contracts regarding deliveries and services between Ping Services Pty Ltd. (“ELOGIX-PING”) and its contractual partners (“Customer”).

1.2 These GTC apply exclusively to businesses within the meaning of the Corporations Act 2001 (Cth) and exclude contracts with consumers as defined under the Australian Consumer Law (ACL).

1.3 Conflicting, deviating or supplementary terms and conditions of the Customer shall not become part of the contract, even if ELOGIX-PING does not expressly object to them.

1.4 Individual agreements, in particular offer conditions and order confirmations, shall prevail over these GTC in the event of an express conflict; otherwise, these GTC shall apply on a supplementary basis.

2. Conclusion of Contract

2.1 Offers issued by ELOGIX-PING are non-binding unless expressly designated as binding.

2.2 A contract shall only be concluded upon written order confirmation by ELOGIX-PING.

2.3 By concluding the contract, the Customer confirms that it has read, understood and accepted these GTC.

3. Subject Matter of the Contract and Definitions

3.1 The subject matter of the contract may in particular include:

- Hardware (CAPEX),
- Hardware-as-a-Service (HaaS),

- installation and assembly services,
- recurring products and services (e.g. portal, software and data services),
- spare parts.

3.2 “Hardware” means all physical components as well as all physical components of a system, irrespective of the respective application, including but not limited to transmitting and receiving devices, communication modules, peripheral devices, and all related accessories.

3.3 “Recurring Services” are ongoing, time-limited services, in particular data provision, visualization and analysis.

4. Delivery, Transfer of Risk, Power of Disposal, Import Duties

4.1 Delivery Terms

Unless expressly agreed otherwise in writing, deliveries shall be made DAP (Delivered At Place) in accordance with Incoterms® 2020, as modified by the provisions of this Section 4.

To the extent these GTC supplement or deviate from Incoterms® 2020, these GTC shall prevail. The choice of means of transport and carrier shall be at EOLOGIX-PING’s due discretion.

4.2 Transfer of Risk

In accordance with DAP (Incoterms® 2020), the risk of accidental loss, destruction or damage to the Hardware shall pass to the Customer once the goods are placed at the Customer’s disposal at the agreed place of destination, ready for unloading.

Risk shall also pass if:

- the Customer delays or refuses unloading,
- the Customer is in delay of acceptance, or
- official or customs-related delays occur within the Customer’s sphere of responsibility.

4.3 Contractual Availability for Payment and Service Purposes

Independently of the transfer of risk, the Hardware shall be deemed contractually provided once it is ready for acceptance at the agreed place of delivery or EOLOGIX-PING has notified the Customer of readiness for shipment or delivery.

Such contractual availability shall be decisive solely for:

- the contractual due date of payments pursuant to Section 6, and
- the commencement of Recurring Services pursuant to Section 7, unless otherwise expressly agreed.

4.4 Delay in Acceptance by the Customer

If the Customer is in delay of acceptance, risk shall pass in accordance with Section 4.2 at the time the goods are placed at the Customer's disposal.

EOLOGIX-PING shall be entitled to store the Hardware at the Customer's cost and risk or have it stored by third parties. Any costs incurred thereby (in particular storage, standing, insurance or additional transport costs) shall be borne by the Customer.

4.5 Partial Deliveries

EOLOGIX-PING shall be entitled to make partial deliveries insofar as this is reasonable for the Customer. Transfer of risk pursuant to Section 4.2 shall occur separately for each partial delivery.

4.6 Damage After Transfer of Risk

Damage to the Hardware after transfer of risk – in particular due to weather conditions, improper storage, construction site operations or actions of third parties – shall fall within the Customer's sphere of risk, even if installation is carried out by EOLOGIX-PING.

4.7 Import Duties, Customs, Taxes

All import duties, customs duties, taxes, fees and other public charges associated with delivery shall be borne by the Customer.

The Customer shall be solely responsible for:

- proper customs clearance,
- compliance with all import, export and foreign trade regulations,
- timely provision of all required documents and permits.

EOLOGIX-PING shall not be liable for delays or costs resulting from customs-related or official measures.

5. Installation and Customer's Cooperation Obligations

5.1 Contractual Nature of Installation

5.1.1 Installation of the Hardware is not a mandatory part of the contract and shall only be owed if expressly agreed.

5.1.2 Where installation services are agreed, EOLOGIX-PING shall only owe the professional assembly of the Hardware, but not:

- operation of the facility,
- safety-related approval,

- compliance with operational or official requirements of the Customer,
- avoidance of downtimes or loss of yield.

5.2 External Service Providers

5.2.1 Installation or assembly work may require the engagement of external service providers (in particular climbing, lifting or specialist service providers).

5.2.2 If EOLOGIX-PING engages external service providers in connection with installation, such engagement shall be made in EOLOGIX-PING's own name, but exclusively in the economic interest and at the cost of the Customer.

5.2.3 The costs invoiced to EOLOGIX-PING by the external service provider shall be re-invoiced to the Customer in accordance with the agreed offer and payment conditions.

EOLOGIX-PING shall be entitled to invoice the costs of external service providers plus a reasonable surcharge for coordination, organization and administrative effort.

5.2.4 Where EOLOGIX-PING engages external service providers in connection with installation, such engagement shall be made exclusively for organizational coordination in the economic interest of the Customer. EOLOGIX-PING shall only be liable for acts or omissions of external service providers to the extent that EOLOGIX-PING uses such providers to perform expressly contractually owed obligations, and mandatory statutory provisions impose such liability. Any further liability for acts or omissions of external service providers, their personnel or subcontractors shall, to the extent permitted by law, be excluded. In any event, EOLOGIX-PING's liability for negligent selection of external service providers shall be limited to cases of intent or gross negligence. The Customer shall indemnify and hold EOLOGIX-PING harmless from any claims arising from safety-related, operational or site-specific circumstances within the Customer's sphere of responsibility.

5.3 Customer's Cooperation Obligations

The Customer shall be obliged, at its own cost and responsibility, to ensure in due time:

- a) unrestricted access to the facility and all relevant areas,
- b) compliance with all statutory, official and safety-related requirements,
- c) provision of suitable working, safety and weather conditions,
- d) timely shutdown, release and recommissioning of the facility,
- e) provision of all required information, plans, permits and contact persons,
- f) coordination with grid operators, authorities and other third parties.

5.4 Delays and Downtimes

5.4.1 Delays in installation attributable to circumstances within the Customer's sphere or the sphere of external service providers shall not constitute default by EOLOGIX-PING.

5.4.2 Downtimes, production losses or loss of yield in connection with installation shall lie exclusively within the Customer's area of responsibility.

5.5 Safety and Operator Responsibility

5.5.1 The Customer shall remain the sole operator of the facility in the legal and safety-related sense.

5.5.2 EOLOGIX-PING shall not assume any operator, supervisory or monitoring obligations.

5.5.3 Decisions regarding:

- shutdown,
- continued operation,
- restart of the facility

shall lie exclusively with the Customer or its representatives.

5.6 Self-Installation

5.6.1 If installation is carried out by the Customer or by third parties engaged by the Customer, this shall be at the Customer's own risk.

5.6.2 EOLOGIX-PING shall not be liable for damage or defects resulting from incorrect or improper installation.

6. Prices, Payment Terms and Due Dates

6.1 Prices

All prices are net prices plus applicable statutory taxes, duties, customs charges and fees. All ancillary costs, in particular import duties, customs duties and other public charges, shall be borne by the Customer in accordance with Section 4.7 of these GTC.

All payments shall be made without deduction of withholding taxes or comparable charges. If a tax deduction is required by law, Section 6.8 of these GTC shall apply.

6.2 Payment Terms - Hardware (CAPEX)

Unless expressly agreed otherwise in writing, the following payment terms shall apply to system deliveries, irrespective of the respective application:

- a) 40% down payment of the net order value shall be due upon order confirmation.
- b) 60% final payment of the net order value shall be due:
 - in the case of installation carried out by EOLOGIX-PING: upon contractual availability of the Hardware pursuant to Section 4.3, at the latest upon completion of installation,

- in the case of self-installation by the Customer or installation by third parties: upon contractual availability of the Hardware pursuant to Section 4.3.

Due dates shall be independent of:

- acceptance,
- commissioning,
- productive use,
- any official permits,
- customs- or import-related delays.

Alternatively – if expressly provided for in the offer – invoicing may be made based on project progress.

In such case, EOLOGIX-PING shall be entitled to issue partial invoices in accordance with the respective project or delivery progress.

The respective partial amounts shall become due upon issuance of the invoice and shall be payable irrespective of acceptance, commissioning, or productive use.

6.3 Payment Terms – Installation Services

6.3.1 Installation costs stated in the offer constitute indicative estimates of the expected costs of external service providers.

6.3.2 After completion of installation, an interim invoice shall be issued based on the indicative installation costs stated in the offer.

6.3.3 Once all actual costs of the commissioned external service providers are fully known, a final invoice shall be issued based on the actual costs incurred plus a reasonable surcharge for coordination, organization and administrative effort by EOLOGIX-PING.

6.3.4 Amounts invoiced under the interim invoice shall be fully credited in the final invoice.

6.4 Payment Terms – Spare Parts

Invoices for spare parts as well as for individual hardware components shall be issued upon delivery of the spare parts and shall be due immediately, irrespective of their installation or functionality.

6.5 Payment Period

Unless expressly agreed otherwise, all invoices shall be payable within 30 days net without deduction.

6.6 No Right of Retention

The Customer shall not be entitled to withhold or offset payments due to:

- alleged or actual defects,
- counterclaims,
- outstanding warranty or damage claims,
- delays in installation or commissioning,

unless such claims have been finally adjudicated or expressly acknowledged by EOLOGIX-PING.

6.7 Default of Payment

6.7.1 In the event of default of payment, EOLOGIX-PING shall be entitled to charge:

- default interest at a rate of 9% p.a. above the Reserve Bank of Australia cash rate
- reminder and collection costs,
- all reasonable costs of legal enforcement.

6.7.2 In the event of default of payment, EOLOGIX-PING shall be entitled to:

- withhold further deliveries,
- suspend installation or service activities,
- temporarily block access to recurring services.

6.8 Taxes and Withholding Tax

6.8.1 All agreed prices are net amounts and shall be payable without deduction of withholding taxes.

6.8.2 If the Customer is legally required to withhold any taxes or other charges from payments due, the Customer shall:

- promptly inform EOLOGIX-PING thereof,
- remit the withheld amount to the competent authority,
- provide EOLOGIX-PING with official evidence of such withholding and payment, and
- increase the payment amount (“gross-up”) to the extent necessary to ensure that EOLOGIX-PING receives the full net amount contractually owed.

6.8.3 The parties shall cooperate in good faith to avoid or reduce double taxation where legally possible.

7. Recurring Products and Services

7.1 Subject Matter

Recurring products and services (“Recurring Services”) include in particular:

- access to online portals,
- display, storage and analysis of data generated by the Hardware,
- software-based analysis, monitoring and service functions.

Recurring Services constitute independent services and are not part of the hardware delivery.

7.2 Term

7.2.1 Contracts for Recurring Services shall be concluded, unless expressly agreed otherwise, for a fixed minimum term of 12 months.

7.2.2 The contractual term shall commence irrespective of installation, acceptance or commissioning of the Hardware.

7.3 Commencement of Service Period

7.3.1 The service period for Recurring Services shall commence:

- a) generally six (6) weeks after delivery of the Hardware pursuant to Section 4 of these GTC, or
- b) for the products :STANDARD ICE, :SAFE ICE, :RESTART ICE and :ROOT HEALTH on the date of commissioning.

7.3.2 The actual installation date, commissioning or delayed use by the Customer shall have no effect on the commencement of the service period.

7.4 Remuneration and Advance Invoicing

7.4.1 Remuneration for Recurring Services shall be invoiced 12 months in advance at the beginning of each contract year.

The first invoice shall be issued upon delivery of the Hardware, irrespective of the actual commencement of the service period pursuant to Section 7.3.

7.4.2 The obligation to pay shall exist regardless of whether and to what extent the Customer actually uses the Recurring Services.

7.5 Automatic Renewal

7.5.1 The contract shall automatically renew for successive periods of 12 months unless terminated by either party at least 90 days before expiry of the respective contract period.

7.5.2 Termination must be made in writing and shall be sent either by registered letter to the registered office of ELOGIX-PING or by email to office@eologix-ping.com.

7.5.3 The effectiveness of the termination shall depend on its receipt by EOLOGIX-PING. The Customer shall bear the burden of proof for timely receipt.

7.5.4 Automatic renewal shall take place under the conditions then applicable, in particular taking into account any agreed price adjustments pursuant to Section 7.6.

7.6 Price Adjustment (Indexation)

7.6.1 Prices for Recurring Products and Services shall be adjusted annually in line with the development of the Australian Consumer Price Index (All Groups CPI) as published by the Australian Bureau of Statistics (ABS).

7.6.2 The decisive factor shall be the percentage change in the average annual index of the preceding calendar year compared to the previous calendar year, as published by Statistik Austria.

7.6.3 Adjusted prices shall apply uniformly to all ongoing contracts as of 1 January of the following year, irrespective of the individual contract commencement date.

7.6.4 If a contract commences in the year of index adjustment, the first adjustment shall take place no earlier than after expiry of 12 months from contract commencement.

7.6.5 No adjustment shall be made if the calculated price change is less than 2%. Index changes not taken into account shall be accumulated and applied at the next adjustment.

7.7 Service Disruptions and Delimitation from Hardware

7.7.1 Recurring Services do not include any guarantee of uninterrupted or continuous availability of individual hardware or software components.

7.7.2 Temporary failure of individual sensors or hardware components shall not constitute a defect of the Recurring Services, provided that the essential functions of the online portal remain available.

7.7.3 Disruptions attributable to external factors (in particular network coverage, communication modules, power supply, official measures) shall not give rise to any claim for price reduction, termination or damages.

7.8 Termination for Cause

The right to extraordinary termination for good cause shall remain unaffected. Temporary service disruptions or individual hardware failures shall not in themselves constitute good cause.

7.9 Return of Hardware Provided for Use

Where Hardware is provided to the Customer for use under a contract without an agreed transfer of ownership to the Customer, such Hardware shall remain the property of EOLOGIX-PING.

Upon termination of the respective contract – for whatever legal reason – the Customer shall be obliged to return the Hardware provided for use within thirty (30) days, at the Customer's own cost and risk, to EOLOGIX-PING or to an address designated by EOLOGIX-PING.

The Hardware shall be returned complete, undamaged and in a functional condition; normal wear and tear resulting from proper contractual use shall be disregarded.

If the Customer fails to comply with this return obligation, or fails to do so in a timely manner, EOLOGIX-PING shall be entitled to claim reasonable compensation for use for each commenced month of retention, as well as to assert any further claims for damages.

8. Acceptance

8.1 Subject of Acceptance

8.1.1 Acceptance relates exclusively to:

- proper delivery of the Hardware, and
- where agreed, proper performance of the installation service.

8.1.2 Recurring Products and Services pursuant to Section 7 of these GTC shall not be subject to acceptance, but shall be deemed contractually compliant upon commencement of the service period.

8.2 Acceptance upon Hardware Delivery

8.2.1 The Hardware shall be deemed accepted once:

- it has been delivered in accordance with Section 4.2 and the Customer has not submitted a proper notice of defects within a reasonable time after delivery, failing which the goods shall be deemed accepted to the extent permitted by law, or
- – the Customer puts the Hardware into productive use, processes it further or transfers it to third parties.

8.2.2 Acceptance of the Hardware is independent of installation, commissioning, productive use in operation or completion of other services.

8.3 Acceptance of Installation Services

8.3.1 Where installation services are agreed, the installation service shall be deemed accepted upon the occurrence of any of the following events:

- a) the Customer expressly confirms acceptance in writing, or
- b) the Customer puts the installed Hardware into productive operation, or
- c) the Customer fails to submit a written, specific and substantiated notice of defects within ten (10) working days after completion of installation, or
- d) the Customer prevents or delays acceptance for reasons attributable to the Customer.

8.3.2 Acceptance may not be refused due to insignificant defects. Insignificant defects shall only entitle the Customer to assert warranty claims pursuant to Section 9 of these GTC.

8.4 Partial Acceptances

8.4.1 EOLOGIX-PING shall be entitled to request partial acceptances for:

- partial deliveries,
- partial installations,
- completed service phases,

provided this is reasonable for the Customer.

8.4.2 Partial acceptances shall be equivalent to final acceptance and shall trigger the corresponding legal consequences (in particular commencement of warranty periods and acceptance fictions) for the respective part.

8.5 Relationship to Payment

8.5.1 Acceptance shall not be a prerequisite for the due date of payments pursuant to Section 6 of these GTC.

8.5.2 Any right of retention due to alleged or actual defects shall exist only to the mandatory statutory minimum extent and shall otherwise be excluded.

8.6 Inspection and Notice of Defects

8.6.1 Irrespective of acceptance, the Customer shall be obliged to inspect deliveries and services without delay and to notify defects in writing in accordance with the applicable provisions on inspection and notification of defects under Australian law.

8.6.2 If proper notice of defects is not given, delivery and service shall be deemed approved.

9. Warranty for Hardware (CAPEX & HaaS)

9.1 Scope of Warranty

EOLOGIX-PING warrants that the Hardware delivered is free from material defects at the time of transfer of risk and complies with the certifications valid at the time of ordering (currently in particular DNV component certificate CCA-DNV-SE-0441-00526 or equivalent successor certificates).

The respective certificates define in particular:

- the minimum number of sensors required for certificate-compliant operation,
- the permitted system functions and the certificate-compliant output of control and status signals (e.g. ice detection, signal output for shutdown, signal output for restart).

9.2 Applicable Warranty Standard (Certificate-Compliant Operation)

A warranty claim shall exist exclusively if the certificate-compliant operation of the overall system is impaired.

Failure of individual sensors that does not impair certificate-compliant operation shall not constitute a defect.

Additional sensors installed or delivered serve exclusively to increase system redundancy and do not constitute a warranted characteristic or functional guarantee.

9.3 Commencement and Duration of Warranty

9.3.1 The warranty period shall be 24 months and shall commence:

- a) in the case of installation carried out by EOLOGIX-PING, upon completion of the hardware installation;
- b) in the case of self-installation by the Customer, upon delivery of the Hardware, with the date of proof of delivery being decisive.

The commencement of the warranty period is independent of the time of acceptance, actual commissioning, or any later replacement of individual components.

9.3.2 Replacement of individual hardware components or sensors within the scope of warranty shall neither extend nor restart the warranty period.

For replaced components, only the remaining term of the original warranty period shall apply.

9.4 Inspection and Notice of Defects

9.4.1 The Customer shall inspect the delivered Hardware within a reasonable time after delivery and shall notify EOLOGIX-PING in writing of any apparent defects without undue delay after such defects become apparent.

9.4.2 Failure to notify ELOGIX-PING within a reasonable time shall exclude warranty claims to the extent permitted by applicable law.

9.4.3 Nothing in this Section 9.4 limits or excludes any rights or remedies which cannot lawfully be excluded under the Australian Consumer Law.

9.5 Legal Consequences of Justified Notice of Defects

9.5.1 In the event of a justified and timely notice of defects, ELOGIX-PING shall be entitled, at its discretion:

- to repair (rectification),
- to replace individual components, or
- to grant an appropriate price reduction.

Any right to rescission (cancellation) shall be excluded insofar as repair or replacement is technically possible and economically reasonable.

9.5.2 The warranty shall exclusively cover the delivery of defect-free hardware components.

Disassembly, assembly, installation, on-site replacement as well as any downtime, ancillary or consequential costs shall not form part of the warranty and shall be borne by the Customer, unless expressly agreed otherwise in writing.

The provisions regarding installation and external service providers pursuant to Section 5 of these GTC shall remain unaffected.

10. Warranty for Recurring Products and Services

10.1 Independent Nature of the Service

Recurring Products and Services – in particular access to the online portal and the display, storage and analysis of data generated by the Hardware – constitute independent services and do not represent a functional or availability guarantee for individual hardware components.

10.2 Delimitation from Hardware Warranty

Warranty for the delivered Hardware shall be governed exclusively by Section 9 of these GTC.

Recurring Services shall neither extend nor restart warranty periods, contractual terms or billing periods.

10.3 Replacement Sensors During Ongoing Contract Period

If, during an ongoing and fully paid contract period, an individual sensor required for the contractual use of the Recurring Services fails, EOLOGIX-PING shall provide the Customer with a functionally equivalent replacement sensor for self-installation.

Replacement of individual sensors:

- shall not restart the warranty period,
- shall not constitute a defect of the Recurring Service,
- shall not give rise to any claim for price reduction, termination or damages.

10.4 Temporary Restrictions

Temporary failure of individual hardware components shall not constitute a defect of the Recurring Services, provided that the essential functions of the online portal remain available.

11. Liability

11.1 Standard of Liability

EOLOGIX-PING shall be liable exclusively for damage caused by intent or gross negligence. Liability for slight negligence shall be excluded to the extent permitted by law. Nothing in these GTC excludes, restricts or modifies any guarantee, condition or warranty implied by the Australian Consumer Law to the extent that such exclusion is prohibited by law.

11.2 Limitation of Liability

To the extent permitted by law, EOLOGIX-PING's liability shall be limited as follows:

a) Hardware (CAPEX, HaaS components): Liability arising out of or in connection with the delivery of Hardware shall be limited to a maximum of 100% of the net order value of the affected Hardware delivery.

b) Recurring Products and Services (software, portal, data and service components): Liability arising out of or in connection with Recurring Products and Services shall be limited to a maximum of 50% of the remuneration paid for the affected service during the preceding contract year, but in any event not exceeding the fees payable for twelve (12) months of the affected service.

c) Aggregate Cap: Irrespective of the number of claims or events, EOLOGIX-PING's total aggregate liability arising out of or in connection with a contract shall not exceed 100% of the total net contract value.

The above limitations shall not apply to liability arising from intent or mandatory statutory liability.

11.3 Excluded Categories of Damage

In particular, EOLOGIX-PING shall not be liable for:

- loss of profit,
- indirect or consequential damages,
- pure financial losses,
- loss of interest and unrealized savings,
- loss of data and costs of data recovery,
- claims of third parties.

11.4 Operator Responsibility and Safety-Relevant Decisions

The systems and data supplied by EOLOGIX-PING do not replace legally or officially required inspections.

Decisions regarding:

- shutdown,
- continued operation,
- restart of facilities,

shall lie exclusively with the Customer as operator or its representatives.

EOLOGIX-PING shall not be liable for damage resulting in particular from:

- incomplete de-icing of facilities,
- misinterpretation or disregard of system notifications,
- improper operation,
- external influences (e.g. network coverage, communication failures),
- legally or technically required shutdowns.

12. Data, Online Portal and Use

12.1 Types of Data

12.1.1 The hardware and software systems supplied by EOLOGIX-PING generate technical, non-personal data. Such data includes in particular:

- measurement, status and sensor data (e.g. ice detection, temperature, system states) (“Primary Data”),
- derived, aggregated, analyzed or system-internal data (“Secondary Data”).

12.1.2 To the extent personal data is processed in individual cases, such processing shall be carried out exclusively in accordance with the applicable statutory provisions.

12.2 Data Provision and Scope of Services

12.2.1 The provision of Primary Data via the online portal forms part of the Recurring Services pursuant to Section 7 of these GTC.

12.2.2 EOLOGIX-PING does not owe any specific minimum availability, timeliness, completeness or error-free nature of the data.

12.2.3 In particular, EOLOGIX-PING does not owe real-time data transmission or any specific transmission rate.

12.3 Influence of External Factors

12.3.1 The availability, quality and transmission rate of the data depend materially on:

- the communication module selected by the Customer,
- local network and radio coverage,
- power supply,
- external network operators,
- official or safety-related shutdowns.

12.3.2 These external factors are outside EOLOGIX-PING's sphere of influence and do not constitute a defect of the Recurring Services.

12.4 Rights of Use to Data

12.4.1 The Customer retains the rights to the Primary Data generated by it.

12.4.2 The Customer grants EOLOGIX-PING and companies affiliated with EOLOGIX-PING a non-exclusive, worldwide, royalty-free, perpetual and irrevocable right to store, analyze, aggregate, anonymize and use the generated data for product improvement, quality assurance, research and development purposes.

12.4.3 EOLOGIX-PING shall be entitled to name the Customer as a reference. This includes mentioning the Customer's company name and using the Customer's logo for marketing and sales purposes, unless the Customer expressly objects in writing. Such objection shall not affect EOLOGIX-PING's right to use data generated by its systems in anonymized form for statistical evaluations, benchmarking, case studies or scientific purposes.

12.5 No Replacement of Statutory or Operational Controls

12.5.1 The systems, data and evaluations provided by EOLOGIX-PING constitute decision-support tools only.

12.5.2 They do not replace statutory, official or operationally required inspections, checks or safety measures.

12.5.3 Responsibility for:

- assessment of facility condition,
- shutdown, continued operation or restart of facilities,
- compliance with safety-related requirements

shall lie exclusively with the Customer as operator or its representatives.

12.6 Exclusion of Liability in Connection with Data

12.6.1 EOLOGIX-PING shall not be liable for damage resulting from:

- incomplete, delayed or incorrect data transmission,
- data not being available or not being available in a timely manner,
- incorrect interpretation or disregard of data by the Customer.

12.6.2 Liability for damage resulting from incomplete de-icing, incorrect restart decisions or other operational decisions shall be excluded.

12.7 Ownership of Intellectual Property

All intellectual property rights, including copyrights, patents, trademarks, designs, know-how and rights in software, source code, algorithms, system architecture and technical documentation shall remain exclusively with EOLOGIX-PING or its licensors. No transfer of intellectual property rights shall occur.

12.8 Embedded Software (Hardware)

To the extent Hardware contains embedded software or firmware, the Customer is granted a non-exclusive, non-transferable, non-sublicensable license limited to the term of the contract to use such software solely for the intended operation of the delivered Hardware. Use separate from the Hardware is prohibited. Any use, reproduction or transfer beyond the intended operation is prohibited.

12.9 Portal and Service Software

Within the scope of Recurring Services, the Customer is granted a non-exclusive, non-transferable, non-sublicensable license, automatically terminating upon expiry or termination of the contract, to use the online portal and related software solely for internal use within the Customer's own organization. Use for third parties, resale, integration into own products, provision as an own SaaS solution or any other commercial exploitation is prohibited.

12.10 Prohibited Actions

The Customer shall in particular be prohibited from:

- reverse engineering, decompiling or disassembling the software,
- circumventing technical protection measures,
- providing access to or making the software available to third parties,
- using the software to develop competing products,
- integrating the software into its own products or offering white-label solutions without prior written consent.

Where mandatory statutory provisions permit decompilation for the purpose of achieving interoperability, EOLOGIX-PING shall be informed in advance in writing. Any further analysis, reverse engineering or use shall be prohibited.

12.11 IP Indemnity

EOLOGIX-PING warrants that contractual use of the delivered products in the country in which the Customer uses the products in accordance with the contract does not infringe third-party intellectual property rights. As a prerequisite for any claims, the Customer shall promptly inform EOLOGIX-PING in writing and grant EOLOGIX-PING sole control over the legal defense.

This warranty shall not apply where the alleged infringement results from modifications by the Customer or third parties, combination with products or systems not supplied by EOLOGIX-PING, use outside the contractually agreed purpose.

In the event of justified claims, EOLOGIX-PING may, at its discretion procure a license, modify or replace the affected software, or terminate the contract with respect to the affected part. Liability shall remain subject to Section 11.

12.12 Termination of Usage Rights

Upon termination of the contract, irrespective of the legal grounds, all usage rights to the software and the online portal shall automatically cease. The Customer shall be obliged to:

- immediately discontinue all access,
- delete stored copies of the software to the extent technically possible,
- refrain from any further use.

Mandatory statutory retention obligations shall remain unaffected.

13. Governing Law and Jurisdiction

13.1 Governing Law

13.1.1 These GTC and all contracts concluded thereunder shall be governed by and construed in accordance with the laws of South Australia, Australia.

13.1.2 The application of conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

13.2 Place of Jurisdiction

13.2.1 The courts of South Australia shall have exclusive jurisdiction for all disputes arising out of or in connection with the contract.

13.2.2 EOLOGIX-PING shall, however, be entitled to bring proceedings against the Customer at the Customer's place of business.

13.3 International Enforcement

13.3.1 To the extent legally permissible, the Customer waives any objection based on lack of jurisdiction, forum non conveniens or comparable international objections.

13.3.2 Judgments of Austrian courts shall be recognized by the Customer as binding and – to the extent legally possible – enforced abroad.

13.4 Contract Language

13.4.1 The contract language shall be English.

13.4.3 Any translation of these GTC, in whole or in part, shall be provided for information purposes only.

14 Export Control, Sanctions and Foreign Trade Law

14.1 Compliance with Export Control Regulations

The Customer undertakes to comply with all applicable export control, foreign trade and sanctions laws and regulations, in particular:

- regulations of the European Union (including the Dual-Use Regulation),
- Australian export control laws and regulations, including the Customs Act 1901 (Cth) and Defence Trade Controls Act 2012 (Cth),
- U.S. export control laws (in particular the Export Administration Regulations – EAR), where applicable,
- any other applicable national or international sanctions regimes.

14.2 No Delivery to Sanctioned Parties

The Customer represents and warrants that:

- neither the Customer nor its beneficial owners,
- nor the end user,
- nor the country of destination

is subject to sanctions measures or embargoes.

14.3 End Use and Re-Export Restrictions

The products supplied by the Seller may not, without prior written consent:

- be exported or re-exported to embargoed or sanctioned countries,
- be supplied to sanctioned persons,
- be used for military purposes or any other purposes subject to licensing requirements.

Upon request, the Customer shall provide an end-use declaration.

14.4 Right to Refuse or Suspend Performance

ELOGIX-PING shall be entitled to suspend or refuse deliveries or services if:

- required export licenses are not granted,
- a violation of sanctions law is imminent,
- reasonable doubts exist regarding the legality of the delivery.

Any delays or non-performance resulting therefrom shall not give rise to any claims against EOLOGIX-PING.

15 Force Majeure

15.1 Definition

Force Majeure shall mean unforeseeable and extraordinary events beyond the reasonable control of a party, in particular:

- war, armed conflicts, terrorist acts,
- sanctions or embargoes,
- pandemics or epidemics,
- natural disasters,
- governmental measures,

- supply chain disruptions,
- energy or raw material shortages,
- strikes outside the affected party's organization.

15.2 Legal Consequences

In the event of Force Majeure:

- delivery and performance deadlines shall be extended accordingly,
- liability for delay or non-performance shall be excluded,
- no claims for damages shall arise.

15.3 Prolonged Force Majeure

If the Force Majeure event continues for more than ninety (90) days, either party shall be entitled to withdraw in writing from the affected part of the contract.