

**Salamantex GmbH**  
**GENERAL TERMS & CONDITIONS**  
**of sale and rental of hardware (Crypto Payment Terminals)**  
**and of the supply of services to businesses and entrepreneurs (B2B)**

**1. Scope of application, contractual partners**

- 1.1 These General Terms And Conditions ("GTC") apply to all contracts for the purchase or rental of hardware (Crypto Payment Terminals) and associated services (such as the Crypto Payment Service) between Salamantex GmbH ("Salamantex") and its licensees, who are entrepreneurs within the meaning of the Consumer Protection Act (KSchG).
- 1.2 Salamantex enters into contracts solely on the basis of its own terms and conditions. Any deviating or additional conditions on the part of the licensee shall only apply if Salamantex has expressly agreed to them in writing.
- 1.3 The most recent and valid version of the GTCs of Salamantex can be viewed and retrieved from [www.salamantex.com/legal](http://www.salamantex.com/legal).
- 1.4 The goods and services offered by Salamantex are directed solely at entrepreneurs within the meaning of the Consumer Protection Act (KSchG) and not at consumers.
- 1.5 Should one of the clauses in these GTC be invalid, the clause shall be replaced by a valid clause that comes as close as possible to the business intent of the original clause. All other clauses in these GTC retain their validity.

**2. Contract formation**

- 2.1 The order placed by the licensee constitutes a proposal by the licensee to enter into a contract with Salamantex.
- 2.2 The contract is formed by Salamantex accepting the licensee's proposal and at the latest upon delivery/execution of service, but is subject to a positive identification checking process by Salamantex, in particular in accordance with the regulations on prevention of money laundering and the financing of terrorism.
- 2.3 Offers made by Salamantex and information provided in catalogues, brochures, price lists etc. and on the website are non-binding.

**3. Retention of title**

- 3.1 The goods delivered/handed to the licensee remain the property of Salamantex until all charges and ancillary costs have been paid in full. However, the risk of accidental loss of the goods (price risk) passes to the licensee upon delivery/hand-over.

- 3.2 The licensee is not entitled to dispose of and/or encumber goods to which Salamantex retains title without the prior written consent of Salamantex.
- 3.3 The licensee must inform Salamantex immediately of any seizures by third parties of goods to which Salamantex retains title, as well as of any damage to or loss of the goods.
- 3.4 Should goods to which Salamantex retains title be impounded, the licensee must inform Salamantex immediately of this and pursue every measure possible to stop the execution of this step.
- 3.5 If insolvency proceedings are applied for or opened in respect of the licensee's assets, Salamantex is entitled - as it chooses, and whilst still upholding the contract - to demand the retained goods be returned and/or to collect the goods.

**4. Prices, dispatch costs**

- 4.1 Prices quoted are net of value added tax, other taxes and duties and dispatch costs.
- 4.2 The prices quoted at the time of ordering shall apply. All prices quoted are subject to price changes prior to ordering, printing and typesetting errors and technical changes.
- 4.3 If the statutory value added tax rate changes, Salamantex is entitled to modify its prices from the time this takes effect and to round up to the next euro cent any invoice totals.
- 4.4 Dispatch costs must be paid by the licensee.

**5. Payment terms and conditions; offsetting and rights of retention**

- 5.1 Once an invoice has been received, the amount owing to Salamantex is due by the date stated in the invoice; no deductions may be made.
- 5.2 Interest on arrears is set at eight per cent above the base rate. Interest on arrears will be capitalised one month after falling due.
- 5.3 In the event of defaulting on its contractual obligations, the licensee must reimburse Salamantex for any dunning and collection costs arising, and in particular for any legal costs incurred in connection with the case.

5.4 If the licensee is at least 14 days in arrears with payment, Salamantex may (i) insist upon performance of contract and delay performance of its own services under the contract until such time as the licensee has fulfilled its obligations or (ii) after granting a grace period of at least seven days, withdraw from the contract.

5.5 The licensee is precluded from offsetting and asserting a right of retention.

## 6. Delivery

6.1 When an order is placed, the licensee receives the goods by post, or from a delivery service or a Salamantex sales partner.

6.2 Service and/or delivery dates and deadlines are only binding if they are explicitly agreed as such in writing.

6.3 Salamantex is entitled to make partial deliveries.

6.4 If Salamantex is in arrears with its deliveries for reasons for which Salamantex alone is culpable, the licensee is only entitled to withdraw from the contract if Salamantex fails to deliver within a suitable grace period set by the licensee, which must amount to at least two weeks.

6.5 Salamantex is only obliged to provide its services once the licensee has met all its obligations in relation to contract performance.

6.6 In the event of providing incorrect, incomplete or unclear information, the licensee must bear the costs of a failed delivery and any additional costs arising.

6.7 The risk of loss or damage to the goods passes to the licensee at the point of sending the goods or handing them over to the delivery service. The same applies if the licensee fails to accept or is late in accepting the goods.

6.8 If the licensee fails to accept or is late in accepting the goods, Salamantex is entitled to have the goods stored at the cost and risk of the licensee. Furthermore Salamantex is entitled either to insist upon performance of contract or, having set a reasonable grace period of at least two weeks, to withdraw from the contract and use the goods for some other purpose.

6.9 The device will be delivered with a SIM card supplied by Salamantex. Data usage through it is intended solely for the software from Salamantex. If it is used for unintended purposes and data consumption is high (more than 1 GB), the internet service provider costs will be passed on directly to the licensee.

## 7. Device rental

7.1 The licensee is entitled to use the device ordered for the period of use selected in the order form. The usage contract can be terminated by either party by giving three

months' notice at the end of any calendar month in a letter signed by an official company signatory. If notice to terminate is not given on the usage contract by the end of the period of use selected, the period of use will automatically be extended by three months on a recurring basis.

7.2 If an open-ended use period was selected in the order form, the usage contract can be terminated by either party by giving three months' notice at the end of any calendar month in a letter signed by an official company signatory.

7.3 The right to extraordinary termination of the agreement for good cause remains unaffected. Good cause is deemed in particular to be any persistent or material violation of the contractual provisions by one of the parties where, despite a written demand received from the party terminating the agreement, the contractual conditions are not restored within a reasonable time period of at least 14 days. The setting of such a deadline and the statement of termination must be sent by registered post.

7.4 Once the period of use has ended or the usage contract has terminated, the licensee is no longer entitled to use device in any form. In such a case, the device must be returned to Salamantex by the licensee at the latter's expense.

7.5 The licensee is liable for damage to or loss of the rented device, together with any accessories, however this is caused, including force majeure.

## 8. Warranty

8.1 The warranty term is agreed to be six months. The licensee must notify Salamantex of any defect within two weeks of the goods being delivered or handed over.

8.2 Salamantex is not providing any guarantees in legal terms. Manufacturer guarantees remain unaffected.

## 9. Liability and damages, expiry by limitation

9.1 Claims for damages by the licensee in cases of slight negligence on the part of Salamantex are precluded. This does not apply in the case of personal injury. The licensee must prove slight or gross negligence occurred.

9.2 Compensation for consequential losses, financial losses, loss of profits, a failure to achieve cost savings and other indirect damages is precluded, provided there are no imperative legal provisions to the contrary. Salamantex's obligation to compensate is limited to the payments made by the licensee to Salamantex on the basis of the contract formed.

9.3 These clauses also apply if the claims for damages made by the licensee are asserted parallel to or in place of warranty claims.

9.4 Unless a shorter statutory expiry by limitation or preclusion term applies, all claims against Salamantex are

forfeited if legal proceedings are not initiated by the licensee within six months of the point in time at which the customer gained knowledge of the loss/damage and the person causing the loss/damage or some other occurrence justifying a claim; but at the very latest after three years have passed since the conduct causing the loss/damage (and justifying the claim) occurred.

## **10. Data protection**

10.1 Salamantex collects personal data relating to the licensee as part of the processing of contracts, and in accordance with the applicable data protection regulations. The licensee will find detailed information on this in the Privacy Statement on the Salamantex website ([www.salamantex.com/privacy](http://www.salamantex.com/privacy))

## **11. Place of fulfilment, jurisdiction, choice of law, contract language**

11.1 The agreed place of fulfilment is the Salamantex headquarters.

11.2 In the case of any disputes arising out of these GTC and a contract between Salamantex and the licensee, the place of jurisdiction shall be exclusively the Austrian court with responsibility for the subject matter in the locality in which Salamantex is headquartered. Salamantex is, however, entitled to bring claims against the licensee before another court in Austria or abroad within whose catchment area the licensee has its headquarters, a branch office or asset base.

11.3 Substantive Austrian law shall apply exclusively to these GTC and to contracts between Salamantex and the licensee, and all conflict of law rules (e.g. Rome Convention (EVÜ), Rome I regulation (ROM I-VO)) and the UN Sales Law shall be excluded.

11.4 The contract language is German.