

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

### 1. General – Scope of Application

Unless otherwise expressly agreed, these General Terms and Conditions of Sale and Delivery (“**GTC**”) of NOVOMATIC AG (“**NAG**”) as amended from time to time shall exclusively apply to delivery of purchased items and, *mutatis mutandis*, to provision of services by NAG. The GTC of NAG shall be in each case an integral part of the contract. These GTC shall also apply to all future contractual relationships with the customer.

General terms and conditions of the customer shall not become part of the contract, even if they are not expressly objected to by NAG. After accepting an order from NAG or concluding a contract with NAG the customer waives application of its own general terms and conditions, in particular of the clause providing for exclusive application of the same.

Deviations from these GTC shall only be effective if confirmed and/or acknowledged by NAG in writing.

Waiving any special notice, the customer authorizes NAG to use personal data to the extent permitted by any applicable statutory law governing the protection of personal data and necessary for the implementation of the contractual relationship and to disclose such personal data to the NAG’s personnel involved in the implementation of the contractual relationship.

### 2. Offers

Offers made by NAG shall be deemed non-binding and shall be subject to change unless they are submitted in writing and are explicitly specified as binding. Offers made by NAG shall be valid for a maximum 2 (two) months. NAG reserves the right to refuse orders also without stating any reasons.

Execution documents, such as, but not limited to, figures, drawings, calculations, plans and sketches or other technical documents as well as samples, price lists, manuals, handouts, catalogues, brochures, illustrations and the like, shall always remain the intellectual property of NAG and shall be subject to the relevant statutory provisions on reproduction, imitation, competition etc. This also applies to such written documents designated as "confidential". No documents relating to offers or projects must be copied or made accessible to third parties without the express written consent of NAG. NAG may, at any time, ask that these documents must be returned, and they shall be returned by customer to NAG immediately, but no later than 14 (fourteen) days if the order is placed by someone else.

### 3. Conclusion of the Contract

The contract shall be deemed concluded once NAG, upon receipt of the customer order, has issued a written "order confirmation" or has dispatched a shipment.

Any information contained in catalogs, brochures or other documents of NAG, as well as other written or oral statements shall only be relevant and binding if they are expressly referred to in the order confirmation.

### 4. Prices

Unless otherwise agreed, the prices shall be "ex works" (Incoterm 2020) or “ex warehouse”, inclusive of NAG standard packaging and exclusive of loading, disassembly, return and disposal of electrical and electronic equipment as well as VAT and other taxes. If fees, taxes or other charges are levied in connection with the delivery, they shall be borne by the customer. If delivery including shipment has been agreed, the cost of shipment as well as cost of transport insurance, requested by customer, if any, shall be charged to the customer separately but shall not include unloading and distribution. Packaging shall only be taken back, if this was explicitly agreed. Packaging and packing aids must only be re-used by the customer if the logo and the name of NAG as well as the trademark and other marks of NAG have been made unrecognizable.

In the event of Standard Games the prices quoted by NAG to customer shall apply to games, cabinets and accessories listed in NAG’s catalogues. Any different or additional accessories, features or requirements to

these Standard Games may be subject to additional charges and shall be expressly agreed between NAG and the customer prior to any customer order.

The prices are based on the costs applicable at the time of the first offer made by NAG to the customer. If costs increase by the time of delivery, NAG shall be entitled to adjust the prices accordingly, in particular, but not limited to, due to collective agreements or an increase of material prices.

The deduction of a cash discount for early payment, price discounts and/or other reductions require a special written agreement.

If the prices given by NAG are stated in a foreign currency, they are based on the middle rate of the date the order confirmation is issued. In case of changes in exchange rates of more than 10% (ten percent) to the detriment of NAG, NAG shall be entitled to adjust the prices accordingly.

## **5. Payment Terms**

Unless special terms of payment have been agreed between NAG and the customer in writing, the invoice amount (net purchase price plus VAT) shall be due for payment not later than 14 (fourteen) days after the invoice date.

Payments shall be made to NAG without any deduction in the currency stated in the invoice. The date of payment shall be the day of receipt by NAG and the payment shall be deemed effected on the date on which NAG is able to dispose of the amount. All interests and expenses (as, e.g., discount charges) in connection therewith shall be borne by the customer.

All invoices are issued by NAG directly to the customer. NAG does not accept payments from third parties on behalf of the customer without prior written consent by NAG. In the event that the customer wishes to make payments through a third party, the customer is obliged to specify in writing no less than 14 (fourteen) days in advance the reason why the payment is to be made by a third party, as well as the relationship between the customer and that third party. In any case, NAG reserves the right not to accept such a payment by a third party.

Both in case of payments by customer or, if NAG explicitly agreed to in writing, of payments by third parties on behalf of the customer, the customer is obliged to ensure that his funds and/or the funds of third parties have not been proceeded by means of criminal activities and have legal origin.

## **6. Delay in Payment**

If the customer is in delay of paying the invoice, regardless whether has been caused by the customer, the customer shall be deemed to be in default without the need for any notice of default or judicial intervention, and NAG shall be entitled, without prejudice to its other rights

- a. to suspend fulfillment of NAG's obligations according to the contract, pending payment or other performance, and to extend the delivery date by a reasonable length,
- b. to demand immediate payment of all accounts receivable outstanding which are to be paid on the basis of this transaction or other transactions and to charge default interest in the amount of 10% (ten percent) per year as of the respective due date unless NAG provides evidence of additional costs,
- c. to rescind the contract in case of reasonable grace period is not complied with.

In any case NAG is entitled to charge the customer for pre-procedural costs, in particular dunning and collection charges and attorney costs.

Cash discounts granted to the customer shall be subject to punctual and full payment.

In case payment installments are negotiated, payment default of customer is declared if even one payment installment is late or not received to NAG in full on the agreed date. With the occurrence of payment default, the entire outstanding amount is due immediately and without requiring notification.

The customer may only set off claims against receivables of NAG if they are legally established, undisputed or acknowledged by NAG in writing.

## **7. Retention of title – Assignment of claims**

NAG reserves the right to retain title to all purchased items delivered by it until full payment of the prices invoiced plus interest, charges and costs. For the purpose of securing the purchase price claim of NAG the customer hereby assigns to NAG its claim under a resale of purchased items to which title is retained even if the purchased items were processed, redesigned or mixed. In the case of an attachment or other seizure the customer shall be obliged to indicate that NAG holds the title of the purchased items and to notify NAG immediately.

In case of payment delay, we are entitled to retrieve the purchased item at the expense of the customer and – setting off the sale proceeds against the customer's debts and preserving the interests of the customer – to freely exploit it, and to postpone the delivery of ordered purchased items until full payment of debts.

## **8. Conditions of delivery obligation**

Our delivery obligation is conditional upon clarification of all technical issues and the proper performance of all obligations of the customer. Our delivery times are subject to change. NAG shall be entitled to make and invoice partial or advance deliveries of purchased items.

The customer is obligated to inform NAG in writing immediately, no later than prior to handover of the purchased item, concerning any personal or material obstacles preventing shipment or use of the purchased item at its destination. The customer guarantees that the import and/or use of the purchase object shall only occur in compliance with all relevant legal regulations (especially gambling laws, licensing regulations) and regulatory requirements. The regulatory permits required for the transport and operation of the purchased items must be obtained by the customer. Likewise, the customer must immediately submit all necessary applications in connection with the export of the purchased items from the customs territory of the European Union, obtain all necessary regulatory approvals and, in particular, transmit unsolicited the relevant proof of export (EX1 export form, shipping documents and export certificate for VAT purposes). Any abusive or unlawful use of the delivered goods shall entitle NAG - even after full payment - to bring forth injunctions, to assert claim for damages and to immediately dissolve all other contracts concluded with the customer.

In case of intra-community supplies of goods (deliveries within the European Union) the customer shall provide all necessary transportation documents unsolicited (shipping documents, acknowledgements of receipt of goods, confirmations of transfer to another EU country and if required a proof of the identity of the person collecting and a corresponding power of attorney). For the purpose of intra-community supplies of goods the customer furthermore has to indicate its VAT identification number unsolicited within 2 (two) weeks from transfer of risk (see item 9 of the GTC).

The customer expressly waives any claim for damages due to late delivery. In case of late submission of export declarations within 3 (three) months from transfer of risk (see item 9 of the GTC), NAG is expressly entitled to retroactively set off the VAT and late interest charges pursuant to item 6 of the GTC. This shall also apply if the customer does not provide the necessary transportation documents or does not indicate its VAT identification number in case of intra-community supplies of goods. Likewise, NAG is entitled, upon invoicing, to collect a deposit in advance for VAT until NAG has received all required transportation or export documents.

## **9. Transport – Transfer of Risk**

Delivery is made "ex works". The risk is transferred when the delivery item is handed over to the forwarding company for loading.

Forwarding and all other miscellaneous costs, such as shipping insurance, customs, export and import equalization taxes, shall be borne without exception by the customer, who also has the duty of obtaining necessary export and import licenses.

## 10. Warranty – Liability

Warranty rights and other claims of the customer are conditional upon properly fulfilling its inspection and notification duties according to §§ 377 Austrian Commercial Code (UGB). Complaints due to defects require the written form for validity and must be proven to have reached NAG no later than 10 (ten) days after taking over the purchased item - otherwise, any claims will be lost. If a complaint due to a defect is not made or not made in a timely manner, the purchased item shall be deemed accepted. The assertion of claims for warranty or damages, including consequential damages and the right to challenge errors, are excluded in these cases.

The warranty period is 6 months, calculated from the transfer of risk pursuant to item 9 of these GTC. This period shall also apply to the limitation period for asserted claims for damages. Only the customer shall be entitled to assert claims for defects and such claims shall not be assignable to third parties.

With respect to used purchased items, the customer waives the right to assert any claims.

Assertion of a defect shall not release the customer from its payment obligations.

NAG shall be obliged to repair any defect impairing functionality which exists at the time of delivery and is the result of an error in the construction, of the material or of workmanship. No warranty claims may be deduced from information contained in catalogues, brochures or other written or oral statements that have not been expressly included in the contract.

NAG shall be entitled to decide whether to remedy the defect (rectification) at NAG plant or to make a replacement delivery. Any shipping, delivery or labor costs incurred within the scope of remedying defects or making replacement deliveries shall be borne by the customer. NAG shall assume the costs of spare parts and materials. Replaced parts shall become the property of NAG. Warranty defects shall only entitle the customer to cancel and nullify the contract if the customer furnishes proof that an essential defect existed upon handover, the rectification of which is objectively impossible or that NAG has not repaired such a defect despite the setting of a reasonable grace period in writing.

After a defect has been identified by the customer, any disposal of the goods without the express consent of NAG shall be inadmissible.

Defects of the purchased items resulting from arrangement and assembly not effected by NAG, insufficient set-up, non-observance of installation requirements and conditions of use, excessive use of purchased items beyond the performance advised by NAG, negligent or improper treatment or use of unsuitable operating materials shall be excluded from any warranty; this shall also apply to defects attributable to material provided by the customer. Furthermore, NAG shall not be liable for damage caused by acts of third parties, atmospheric discharges, excessive voltage or chemical impacts. Warranty shall not apply to replacement of purchased items which are subject to natural wear and tear.

Warranty of NAG shall forfeit immediately if the customer itself or a third party who has not expressly been authorised by NAG alters or repairs the purchased items without the written consent of NAG.

Except for personal injuries, within the scope of statutory provisions NAG shall be liable for damages beyond the scope of application of the Austrian Product Liability Act (*Produkthaftungsgesetz, PHG*) only if it can be proven that it acted with willful intent or gross negligence. Liability whatsoever for slight negligence, damages or consequential damages, pecuniary damage, lost interest and damages on grounds of claims of third parties vis-à-vis the customer, such as those claims made by players or indirect damages and lost profits or advantages gained by individuals or on behalf of third parties with or without technical means or other manipulations of gaming operations or game results or other third party claims against the customer, also in recourse proceedings, shall be excluded.

In any case, a lawfully-asserted claim for damages is limited to the net purchase price of the item to which the damage can be attributed.

The customer expressly agrees to register on the website of NAG (<http://www.novomatic.com/en/user/register>) in order to get access to technical information and support concerning the delivery items. Since the customer may get access to sensitive technical information, the registration of the customer is necessary prior to such access.

The customer agrees to observe and immediately follow the regularly released update bulletins on the website of NAG's Technical Support (<http://www.novomatic.com/produkte/support/technical-bulletins>) concerning the delivery items (access to technical bulletins requires customer registration pursuant to item 10 of these GTC). The customer's failure to uphold this duty shall lead to expiry of all warranty and claims for damages obligations of NAG towards the customer.

## **11. Force Majeure**

In the event of NAG being unable to fulfill their contractual duties as a result of force majeure (shall include but not limited to all kinds of acts of God, such as, e.g. earthquake, lightning, frost, storm, floods) or due to other unforeseeable circumstances for which NAG bears no responsibility (e.g. mobilization, war, terrorism, laws, official interventions, seizure, transport problems, restrictions on import, export and transit, exchange restrictions on international payments, shortage in raw materials and energy as well as breakdown of operations, such as, e.g., explosion, fire, strikes, insurgence, sabotage and any other events which it would only be possible to prevent at disproportionately high costs and with commercially unreasonable means), the delivery terms agreed on shall be extended by the duration of the obstruction plus an appropriate resumption time.

Furthermore, NAG shall not be held responsible for the circumstances mentioned if they occur during an already existing delay. NAG shall notify the customer as soon as possible of the start and expected end of such circumstances.

If the delivery is delayed for more than 6 (six) months due to consequences of force majeure, NAG and the customer shall be entitled to rescind the contract.

## **12. Locks**

Without any legal right or claim for the customer, NAG will at its own discretion provide service and cash box access locks for gaming machines if the customer requests these locks within the warranty period of six months (calculated according to item 9 of the GTC). NAG will replace these locks only once and solely if the customer has requested the replacement of these locks in written during the abovementioned warranty period.

## **13. Intellectual Property Rights**

The customer is obliged to protect the intellectual property rights of NAG or those licensed to NAG, in particular copyrights, trademarks, design or patent rights, and to reimburse NAG for any damage incurred by NAG due to the breach of such rights. In case of legal infringement by a third party, the customer shall immediately notify NAG in writing and, at request of NAG, shall provide legal assistance in the lawsuit at his own expense.

The customer is prohibited to reproduce or imitate any purchased item without the prior written consent of NAG, to modify the source code of any software delivered with the purchased item or to make any copies without the prior express written consent of NAG or to separately exploit or reproduce programs.

The customer is entitled to use the NOVOMATIC trademarks only after the explicit written consent of NAG, whereas the extend and details of such entitlement shall be separately agreed in writing between the customer and NAG.

## **14. Termination of contract in case of continuous obligations**

Unless agreed otherwise in written, continuous obligations may be terminated by NAG by giving 6 (six) months' notice. NAG may terminate contracts with immediate effect for important reason. This shall include cases of gross or repeated violation of material contractual duties by the customer or the opening of insolvency proceedings over the assets of the customer or dismissal of a petition for opening of insolvency proceedings for



lack of sufficient assets to cover the costs. In case of a justified rescission the customer shall bear the costs of returning the purchased items.

## **15. Arbitration clause – Applicable law**

If the customer is domiciled abroad, all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Place of arbitration shall be Vienna, Austria. The language to be used in arbitration proceedings shall be German.

If the customer is domiciled in Austria, all disputes shall be finally settled by the Permanent Arbitration Court of the Vienna Chamber of Commerce according its applicable Rules of Arbitration.

The contract shall be subject to Austrian law with the exception of (i) its conflict of law rules and (ii) the UN Sales Convention..

## **16. Other Provisions**

### **16.1 Severability Clause**

If individual provisions of the contract or of these GTC are or become ineffective, invalid and/or unenforceable, the effectiveness, validity and/or enforceability of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective, valid or enforceable provision which comes as close as possible to the economic purpose intended.

### **16.2 Confidentiality**

The customer shall maintain secrecy about the fact that a contract has been concluded and in advertising materials or reference lists, shall only refer to its contractual relationship with NAG after NAG has agreed thereto in writing. NAG and the customer undertake to treat all commercial and technical details which are not publicly known and of which they obtain knowledge in the course of the contractual relationship as a trade secret. Suppliers shall be obliged accordingly to the customer. The customer shall be liable for any damage, including intangible damage, caused to NAG due to non-compliance with the foregoing, at least with a contractual penalty of 10% (ten percent) of the overall order sum for each incidence of non-compliance.

### **16.3 Data Protection**

The parties may disclose personal data such as name, address, e-mail address and telephone number to each other. Each party herewith authorizes the other party to use personal data to the extent permitted by any applicable statutory law (in particular national and international data protection regulations) governing the protection of personal data and necessary for the contractual relationship.

Personal data of each party shall not be disclosed to third parties without prior approval of the concerned party. Each party can revoke this consent unless the revocation is in conflict with any legal, data protection or data security obligations.

### **16.4 Compliance**

During the contract initiation phase between NAG and the customer, it is a general policy of NAG that business and personal disclosure forms are provided to the customer by NAG. The customer is obliged to fully complete these forms by correct and truthful information within a reasonable period, but no later than 2 (two) weeks after receipt of the forms. If this mandatory period of 2 (two) weeks is not observed by the customer or if the customer provides any untrue, inaccurate or incomplete information in the forms as a result of NAG's compliance reviews during the contract initiation phase, or NAG has reasonable grounds to suspect that such is the case during the period of contractual relationship, NAG reserves the right to terminate the contract initiation phase and any contract negotiations concerning this matter, respectively, the contractual relationship with the customer, if a contract already has been concluded, at any time without indicating any reasons and with immediate effect.

The customer expressly warrants that it works on a lawful manner and only in establishments and jurisdictions, where the ownership and use of such gaming equipment and parts are provided for by law, decree or by

license. The customer has to provide a copy of his respective license to NAG within 2 (two) weeks upon acceptance of this GTC. If this mandatory period of 2 (two) weeks is not observed by the customer, NAG reserves the right to withdraw from the contract at any time without indicating any reasons or to terminate this contractual relationship with the customer with immediate effect.

## 16.5 Non-Assignment

The customer shall not be entitled to assign its rights and duties or its accounts receivable from NAG to third parties without the prior written consent of NAG.

## 16.6 Written Form

Any declarations, notifications, etc. addressed to NAG shall be made in writing and shall bear an original signature in order to have legal effect. Agreements which provide for deviation from such formal requirement shall be made in writing.

## 17. Effectiveness

These GTC entered into effect on July 31, 2020 and supersede any GTC in effect up to that time.