

General Terms and Conditions of Business

1. Scope

Our deliveries and services are provided exclusively on the basis of these General Terms and Conditions ("GTC"), which are an integral part of every contract concluded with the customer and every declaration of intent addressed to the customer. We do not recognise any conflicting or deviating conditions on your part, even if we do not subsequently object to them separately. The version valid at the time of the conclusion of the contract is authoritative.

2. Conclusion of contract

If the underlying transaction is not a consumer transaction, conditions deviating from the written content of the contract must be in written form, at least in the form of written order confirmations, in order to be legally effective. Even if we are bound to promises made by our employees by the consumer protection law (KSchG), it is pointed out that it is forbidden for our employees to make promises deviating from these conditions. Outside of consumer business such differing declarations of intent are only effective if they are confirmed by us in writing. Our offers are only binding, outside of consumer business, if they are made in writing and described as binding. Oral or telephone declarations are only binding if they are confirmed by us in writing.

3. Cost estimates

If the underlying transaction is not a consumer transaction and unless otherwise agreed in writing, a cost estimate is always in writing, binding and against payment. Simple oral cost estimates are non-binding and free of charge. If an order is placed to the extent of the cost estimate, the fee paid for it will be credited.

4. Prices

- 4.1. Price lists and price quotations are not binding and are subject to price changes, errors and printing errors.
- 4.2. In case of doubt, all prices are net (excluding VAT). The invoice amount is shown in Euro and the VAT amount is shown separately. Our prices are ex works. They do not include freight, postage, insurance and other shipping costs.

5. Terms of payment

- 5.1. The payment method agreed with you at the time of ordering shall apply. Invoices are sent by e-mail when production is completed or when the goods are dispatched.
- 5.2. Payment shall be made at the registered office of our company.
- 5.3. In the case of payment on account, the invoice amount is due for payment without deductions immediately after receipt of the invoice, unless otherwise agreed.
- 5.4. If you are a consumer within the meaning of § 1 consumer protection law (KSchG), you may only set off counterclaims which have been determined by a court or which have been acknowledged by us and in the event that we are insolvent. Justified complaints do not entitle to the retention of the entire, but only an appropriate part of the invoice amount.
- 5.5. If you are an entrepreneur, any set-off or assertion of rights of retention is excluded.
- 5.6. In the case of orders with delivery to a third party, you guarantee the consent of the third party. Otherwise, you shall be liable for all damages incurred by us as a result, in particular in the event of impossibility of delivery or refusal to accept.
- 5.7. In the case of an order in the name and for the account of a third party, you warrant that you are authorised by the third party to place the order. Otherwise you are liable to us for all damages resulting from this. In any case, you assume joint and several liability for the payment of the purchase price and all other claims from us.

6. Price changes

Unless otherwise stated in the offer or confirmation of order, the prices quoted are binding for two months from the date of announcement. After this period, we are entitled to pass on to you any price increases that have occurred in the meantime in the form of collective wage increases or other costs necessary for the provision of services, such as for materials, energy, transport, etc. In return, price reductions of these factors will be passed on to you. Quotations and estimates will be made to the best of our knowledge. Unforeseeable order-specific circumstances cannot be taken into consideration. Should the necessity of further work or cost increases of more than 15% of the order value arise, we will inform you immediately. If you do not decide within one week to continue the work or do not accept the cost increases, we reserve the right to invoice for the partial service provided and to withdraw from the contract.

1. Billing of services

- 1.1. We invoice our deliveries and services on the day on which we deliver (even partially), store them for you or keep them ready for you on call.
- 1.2. The invoiced amount may differ from the order price if the changes to the basis of calculation mentioned in point 6 have occurred or if changes have been made at your request after conclusion of the contract.
- 1.3. The invoices issued by us are subject to the reservation of any errors. We are entitled to issue a new, corrected invoice at any time. 14 days after receipt of the invoice by you, the invoice shall be deemed to have been approved by you, unless a complaint is made to us in writing within this period, stating the invoice item complained about. This also applies to any desired changes of the invoice recipient or the invoice address. The 14-days period shall not affect the obligation to pay or the obligation to give notice of defects within the shorter periods specified in these GTC.

2. Plans

Drafts, sketches, drawings, plans and other documents are our sole property. They may not be copied or made available to third parties without our written authorisation. These documents are to be returned immediately upon our request. Plans

are for orientation purposes and cannot reproduce all details true to scale and true to the original. Technical and constructive deviations are possible in any case. If you provide plans or measurements, you are liable for their correctness, unless their inaccuracy is obvious or natural. If an instruction proves to be incorrect, we will inform you immediately and ask you for appropriate instructions. If instructions are not given in good time, you will not only incur the costs incurred up to that point but also the consequences of enforcement.

3. Ordered goods

If ordered goods are no longer available for reasons beyond our control, we will notify you. Claims for damages are, outside of consumer business, excluded, unless we have acted with intent or gross negligence.

4. Delivery period

- 4.1. Delivery periods are not binding unless otherwise agreed in writing.
- 4.2. If you do not comply with your obligations to cooperate or do not meet the deadlines agreed in this respect, we shall in any case not be liable for meeting the agreed delivery date. This also applies in the event of subsequent changes to the order by you.
- 4.3. If a delivery period has been agreed in writing, you may only demand performance in the event of a delay in delivery after setting a reasonable grace period. Compensation for damages due to delay is excluded, except in cases of intent or gross negligence. Withdrawal from the contract can only be declared after a new period of grace has been set and has elapsed without success. The grace period must be appropriate to the type and scope of the order, but must be at least 14 days.
- 4.4. In the event of force majeure or other unforeseeable, exceptional circumstances for which we are not responsible, e.g. difficulties in procuring materials, operational disruptions, strikes, lock-outs, lack of means of transport, official interventions, energy supply difficulties, pandemics, epidemics, etc. - even if they occur at our suppliers or subcontractors - the delivery period shall be extended accordingly if we are prevented from fulfilling our obligations in good time. For the duration of the impossibility of delivery, we are entitled to store the goods ourselves at your expense and risk or to store them with a forwarding agent. If delivery or performance becomes impossible or unreasonable due to the circumstances mentioned, we shall be released from our obligation to perform. If the delay in performance lasts longer than two months, you are entitled to withdraw from the contract. If the delivery period is extended or if we are released from our obligation to perform, you cannot base any claims on this.

5. Delivery

- 5.1. Place of fulfilment is the registered office of our company.
- 5.2. Delivery shall be made to the delivery address specified by you when placing the order. Any subsequent change of the delivery address requires our written consent.
- 5.3. Any consignment which is damaged externally is only to be accepted by you if the damage is established by the forwarder/carrier. Any consignment for which external damage has occurred shall only be accepted by you if the damage has been determined by the freight forwarder/carrier. The damage is determined by the best possible documentation of the damage, and you must in any case take sufficiently detailed photos. Furthermore, you have to take over the consignment only under reservation, namely to notify the forwarder/carrier of the damage simultaneously and verifiably. Otherwise all claims against us shall lapse.
- 5.4. Unless otherwise agreed, deliveries shall be made from our company or interim storage facility or the respective vicarious agent at your expense and risk. Transport insurance will only be taken out at your express request and at your expense. The risk shall pass to you as soon as the consignment has been handed over to the person carrying out the transport or has left our warehouse for the purpose of dispatch. If dispatch is delayed at your request, the risk shall pass to you upon notification of readiness for dispatch.
- 5.5. Excess and short deliveries of up to 5 % are permitted. In the case of short deliveries, the agreed fee shall in any case be paid without deduction. A pro rata settlement of the excess deliveries shall only not take place if you are a consumer within the meaning of § 1 consumer protection law (KSchG).

6. Assembly and other activities

The costs of delivery, assembly or installation are not included in the sales price. Installation and other assembly work will be charged separately by us at the usual overhead costs for working and travelling time (per man and hour). You confirm the proper execution of this work by signing the installation certificate. All additional services arising in the course of installation will be invoiced retrospectively. We do not make any connections. Devices are only installed, but not connected. You shall ensure that access to and the assembly site itself is free. The removal of objects in these areas is in no way covered by the contract. Should work in this regard nevertheless be carried out by the assembly personnel, this will be charged, whereby claims for damages due to defective performance of such work are excluded, unless we can be accused of intent or gross negligence.

7. Default of payment

- 7.1. If a significant deterioration in your financial circumstances becomes known or if you are in default of payment, we shall be entitled to demand immediate payment of all invoices, including those not yet due, and advance payment or security by bank guarantee. Furthermore, we have the right to make further work on current orders dependent on pro rata (advance) payments. We have the right to retain goods not yet delivered and, in the event of non-payment of the pro rata payments, to discontinue further work on current orders.
- 7.2. If you are an entrepreneur within the meaning of the Austrian Commercial Code (UGB), default interest in accordance with § 456 UGB will be charged at a rate of 9.2% p.a. above the base rate. If you are a consumer within

the meaning of § 1 consumer protection law (KSchG), default interest shall be charged at a rate of 5 % p.a. This does not exclude the assertion of further damages caused by default.

- 7.3. In the event of default, you undertake to reimburse us for the reminder and collection expenses incurred by us, insofar as they are necessary for appropriate legal prosecution, whereby you undertake in particular to reimburse the remuneration of the collection agency involved, which is based on the BMWA regulation on the maximum rates of the collection agencies. If we carry out the dunning process ourselves, you agree to pay € 5 for the first reminder and € 10 for each subsequent reminder. In addition, any further damage, in particular also the damage caused by the fact that we incur correspondingly higher interest on any credit accounts as a result of non-payment, is to be reimbursed, irrespective of whether we are at fault for the delay in payment.

8. Default with down payment

If after acceptance of the order there are justified doubts as to your solvency/creditworthiness, which is especially the case if an agreed down payment is not paid in full despite an 8-day grace period, we are entitled, at our discretion, either to demand immediate cash payment of the entire order value or adequate security before delivery or to withdraw from the contract. In addition to reimbursement of expenses already incurred without proof of damage, we may also demand 30% of the agreed gross order amount or, at our discretion, compensation for the actual damage incurred.

9. Other reasons for withdrawal

The following circumstances entitle us to withdraw from the delivery: technical difficulties which make the execution impossible or unreasonable for us or for the supplying works; business interruption, fire damage, lack of raw materials or electricity or other operational disturbances at our premises or those of the supplying works; strike, lockout, war, irregularities in means of transport, epidemics, pandemics and all other cases of force majeure.

10. Default of acceptance and cancellation

If you do not take delivery of the goods, we are entitled to choose between fulfilment of the contract or compensation of 30% of the gross purchase price, irrespective of the possibility of claiming higher damages. The same applies if you withdraw from the order without justification before the goods are made available. If you do not call off goods ordered on call, we are entitled to demand storage costs of 0.1% of the gross purchase price per day from the first week following the call date. The above provision on default of acceptance remains unaffected.

11. Retention of proprietary rights

If the object of purchase is delivered before payment, it remains our property until full payment including all ancillary fees. You are prohibited from any pawning or other legal disposal of the reserved goods. You must insure them against fire, burglary and water damage from the time they are taken over and assign the claims from these insurances to us until the retention of title lapses. If goods are sold in several contracts, these purchase contracts are considered as a single contract with regard to the retention of property, so that ownership of all delivered goods does not pass to the customer until the total purchase price agreed in the various contracts has been paid. If you are in default of payment, we are entitled to take the goods that are subject to our retention of property into custody without a court decision, to sell them by private contract and to satisfy us from the proceeds in such a way that this is offset against our remaining claim, taking into account all costs and expenses of the sale, without this being equivalent to withdrawal from the contract. However, we are also entitled to withdraw from the contract and to resell the goods after a reasonable period of grace has been set. In this case, we shall be entitled to set off a flat compensation in the amount of 30% of the invoice amount or, at our discretion, the actual damage incurred.

12. Limitation of liability

- 12.1. To consumers, we are not liable for minor negligence, unless it is a liability for personal injury or liability resulting from a breach of a main contractual obligation.
- 12.2. To entrepreneurs, we shall only be liable within the meaning of the Austrian Commercial Code (UGB) in cases of intent or gross negligence.
- 12.3. Liability is limited to the amount of the order value. The respective individual order is decisive. They are not added up.
- 12.4. We are not liable for indirect damage, consequential damage and loss of profit.
- 12.5. Claims for damages must be asserted in court within three months of knowledge of the damage, or in any case within one year of delivery or provision of the service, otherwise they shall lapse.
- 12.6. If any liability on our part is considered, we shall be released from it to the extent to which we assign to you existing and enforceable claims against suppliers or processing companies. You give your prior consent to such assignment.
- 12.7. The above limitations of liability shall apply to the same extent to our vicarious agents or agents.
- 12.8. The provisions of this Section 12.2 - 12.7 do not apply to consumers within the meaning of § 1 consumer protection law (KSchG).

13. Warranty, obligation to give notice of defects

- 13.1. Defects must be reported by you in writing immediately, at the latest within one week (§ 377 Austrian Commercial Code [UGB]).
- 13.2. You bear the risk of receipt of the notice of defects.
- 13.3. In the event of a breach of the obligation to give notice of defects pursuant to Section 13.1, you shall also lose any claims for damages due to consequential damage caused by a defect, except in the cases of § 377 (5) Austrian Commercial Code [UGB]).

- 13.4. Defects are to be remedied at our discretion by improvement, replacement or price reduction. This also applies to claims for damages according to § 933a Austrian Civil Code (ABGB).
- 13.5. If we refuse to repair or replace the goods or fail to do so within a reasonable period of at least 4 weeks, you may demand a price reduction. A rescission of the contract is excluded unless the defect cannot be remedied or has not been remedied by us despite attempts to improve it (both will be determined by us at our reasonable discretion). Working and travel time for dismantling and installation are not covered by the warranty and will be charged at our usual rates.
- 13.6. Warranty or liability is excluded for defects that are due to incorrect or inaccurate instructions from you (§ 1168a ABGB).
- 13.7. If you or any third party attributable to you intervene in the work or make changes after acceptance, you lose any warranty claims.
- 13.8. You must always prove that the defect existed at the time of delivery.
- 13.9. The warranty period is 12 months. There is no warranty for tools and wearing parts except in cases of intent or gross negligence.
- 13.10. The provisions of points 19.1 to 19.9 do not apply to consumers within the meaning of § 1 consumer protection law (KSchG).

14. Guarantee commitments

If we have promised guarantees, these only apply if the products are used properly, in particular if they are installed and maintained properly. Wear and tear of any kind and damage are not covered by the guarantee. Guarantees promised by manufacturers are subject to their guarantee conditions.

15. Liability of several buyers

If several buyers have committed themselves by a sales contract, they are liable as joint and several debtors for the fulfilment of all obligations assumed in this contract.

16. Final provisions

- 16.1. The contractual language is German. This GTC are made in the German and English language, however, in case of discrepancies the German version shall prevail.
- 16.2. You may not contest a transaction concluded with us on the grounds of laesio enormis, error or any other reason.
- 16.3. Changes and/or amendments to the GTC must be made in writing to be legally effective. The same applies to the deviation from this form requirement. Oral additional agreements do not exist.
- 16.4. Contracts concluded with us are subject to Austrian law to the exclusion of the reference norms of the Austrian IPRG, the reference norms of Regulation (EC) No. 593/2008 on the law applicable to contractual obligations (Rome I Regulation) and the provisions of the UN Sales Convention.
- 16.5. This choice of law applies to consumers only to the extent that mandatory provisions of the law of the country in which the consumer has his habitual residence are not superseded.
- 16.6. For all disputes arising from a contract with us or relating to its violation, dissolution or nullity, the exclusive jurisdiction of the court with jurisdiction over the subject matter for St. Pölten is agreed. In the case of consumer transactions in which the consumer has his domicile or usual place of residence in Austria or is employed in Austria, the jurisdiction of the court in whose district the domicile, usual place of residence or place of employment is located shall be agreed for any action against him. In the case of legal action taken against us by the consumer, the consumer may take recourse to any jurisdiction given by law.
- 16.7. Should any provision of these GTC be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of these GTC. In this case, the invalid or unenforceable clause shall be replaced by a valid and enforceable provision that comes as close as possible to the economic purpose of the clause to be replaced. This also applies to any contractual gaps.
- 16.8. These GTC are also binding for all legal successors of the contracting parties. The contracting parties undertake to transfer these GTC to their respective legal successors.