

1. Preamble

The Contractor accepts job orders, sells, leases, and delivers exclusively on the basis of these General Terms and Conditions of Business. The following terms and conditions shall apply to all services performed by the Contractor or a subcontractor identified by it in connection with this contract.

Verbally arranged modifications or amendments to this contract shall only be valid if they have been confirmed in writing by the Contractor.

Application of the Customer's terms and conditions of business is expressly excluded for this legal transaction and the entire business relationship.

As a rule, quotations are subject to change.

2. Delivery

Delivery is made at the Customer's expense and risk.

Partial deliveries are possible.

The Customer is to raise any complaints regarding damage in transit to the shipping company and the Contractor in writing immediately following receipt of the goods, no later, however, than within 5 days.

Storage measures and costs that are required due to reasons within the Customer's sphere of responsibility shall be undertaken at the Customer's expense and charged to the Customer.

Substantively justified and appropriate changes to the Contractor's service and delivery obligation, in particular instances where the delivery deadline is exceeded to a degree reasonable for the circumstances, shall be deemed approved by the Customer in advance.

Should a binding delivery deadline agreed to by the Contractor be exceeded, the Customer can rescind the contract after providing an extension of 4 weeks in writing or, in the case of special order items, after providing an extension of 8 weeks in writing.

Business and traffic disruptions as well as improper delivery by subcontractors shall also be considered events of force majeure and shall release the Contractor from the obligation to deliver for the duration of the impediment or, at the Contractor's discretion, permanently, without entitling the Customer to claims due to the rescission by the Contractor.

The place of performance for delivery and payment is the Contractor's business headquarters.

3. Prices

The Contractor's quotations, whether written, verbal, or by telephone, are applicable ex works.

A sales contract does not materialize until the Contractor either sends a written order confirmation or delivers the ordered items under contract by the acceptance deadline.

The prices specified do not include shipping and insurance charges and do not contain any sales tax, provided such is not explicitly stated. The costs named shall also be invoiced to the Customer.

Prices are charged in euros.

A disposal fee is paid by the Contractor for packaging material delivered. When packaging material is used, this will be invoiced to the Customer. The Customer will also be charged for the provision of pallets should these not be returned in good order and condition within 60 days of delivery.

4. Payment

Invoices will be submitted directly following delivery whenever possible.

Payments are due without any deduction and free from other charges following invoice submission. In the case of partial invoices, the payment terms for the total order shall apply analogously.

In the case of job orders that include several units, the Contractor shall be entitled to submit invoices following the delivery of each individual unit or service.

The Customer shall not be entitled to withhold payments due to incomplete delivery, guarantee or warranty claims, or criticisms.

Payments received by the Contractor shall first be applied to compound interest, interest and incidental charges, prejudgment costs

such as those for an attorney or collection agency called in, then the outstanding principal, beginning with the oldest debt.

In the event of default, the Contractor shall charge late payment interest at the rate normally charged by banks. In the event that two payments are not made in the case of an installment plan, the Contractor shall be entitled to declare a default and collect on any banker's acceptances furnished accordingly.

In the event that the Contractor's payment terms are not met, as well as in the case of justified concern regarding the buyer's solvency (therefore as early as a difficulty in making payment), the Contractor shall be entitled to withhold outstanding deliveries and services, to demand advance payments or guarantees, or to rescind the contract without providing an extension.

5. Ownership

The goods delivered shall remain the Contractor's absolute property until all of the Contractor's accounts receivable arising from the delivery (including interest and charges) have been paid. The Customer shall be barred from pledging the goods or assigning them as collateral prior to payment in full.

Should the Customer not properly satisfy its obligations arising from the contract concluded, the Contractor shall be entitled to repossess its property at the Customer's expense at any time; the Customer is expressly obligated to return these to the Contractor.

Should delivered goods to which the Contractor still holds title be distrained or seized, the Customer shall be obligated to inform the Contractor within 3 days and to give the Contractor all information required to enforce its ownership rights. In the event that third parties seize goods that are still subject to the Contractor's retention of title or make claims to these, the Customer shall be obligated to indicate that the title to the goods is held by the Contractor.

The assertion of retention of title by the Contractor shall not constitute rescission of the contract by the Contractor.

In the event of default as well as in the case of justified concern regarding the buyer's solvency (difficulty in making payment suffices), the Contractor shall be entitled to recover the goods subject to retention of title without this constituting a rescission of the contract.

6. Assignment of Receivables

In the case of delivery subject to retention of title, the Customer hereby assigns its receivables from third parties to the Contractor as payment insofar as these arise due to the sale or processing of our goods, until the final payment of our accounts receivable. This assignment is to be indicated clearly to the purchaser in the accounts, delivery documents, invoices, etc.

Should the Customer default on its payments to the Contractor, sales proceeds the Customer receives are to be set apart and the Customer is to hold or keep these solely on behalf of the Contractor. Any claims against an insurer are hereby assigned to the Contractor, within the limitations of insurance law applicable at the time.

The Customer shall not be entitled to offset the Contractor's claims with any counterclaims against the Contractor unless these counterclaims are accepted in writing by the Contractor.

7. Tolerances

Statements regarding quantity are made without guarantee.

Insofar as discrepancies are not already considered reasonable for the Customer to accept, for example because they are negligible and substantively justified, the Contractor can only deviate from the service ordered if the details of such were worked out with the Customer.

8. Quotation

The quotation is drawn up in good faith based on our expert knowledge; nevertheless, no guarantee can be provided regarding its correctness.

All quotations are subject to change.

9. Dunning and Collection Charges

In the event of default, the Customer shall be obligated to reimburse the Contractor for its expenditures for prejudgment costs such as

attorneys' fees and collection agency fees, insofar as these charges were necessary for the appropriate pursuit of legal action.

Insofar as the Contractor pursues the dunning itself, the Customer shall be obligated to pay a sum of €10 per dunning letter sent in addition to interest and charges otherwise incurred.

10. Guarantee, Warranty, and Liability

Should a defect be detected in the delivered goods, the Customer can initially only demand this be corrected or that the goods be replaced, unless the correction or replacement is impossible or would be associated with a disproportionately high expense for the Contractor in comparison to another remedy. Whether this is the case also depends on the value of the goods without defect, the severity of the defect, and the inconveniences associated with the other remedy for the party undertaking such. The Contractor shall be obligated to perform the correction and the replacement within a reasonable period after the Customer hands over the goods.

If both correction and replacement are impossible or associated with a disproportionately high expense for the Contractor, the Customer shall have the right to a reduction in the price or, insofar as the defect concerned is not insignificant, the right of rescission. The same shall apply should the Contractor refuse to perform the correction or replacement or does not undertake such within an appropriate period, should these remedies be associated with significant inconveniences for the Contractor, and should they be unreasonable to expect of the Contractor due to compelling reasons attributed directly to the Contractor.

It is hereby stipulated that the Customer must assert its guarantee rights with regard to moveable goods and real property in court within six months as intended in §933 of the Austrian Civil Code.

Additional warranty coverage may be purchased above and beyond the scope of the guarantees. These sales and delivery terms and conditions shall also apply to these warranties. In the case of such a warranty, the Contractor hereby states that the Customer's guarantee rights shall not be limited by this warranty.

Its rights notwithstanding, the obligation falls to the Customer to confirm the specified features of the ordered item that is the subject of the contract. Those product features stated by the manufacturer as well as any features that can be expected of the product when used properly and in accordance with its intended purpose as well as the relevant Austrian standards shall be deemed standard required features.

Its rights notwithstanding, the obligation falls to the Customer to immediately inspect the delivery of goods by the Contractor visually for compliance with the order as well as according to stated product descriptions and batch numbers.

With the exception of bodily injury, claims for damages by the Customer (e.g. due to delayed delivery or rescission) shall be barred if the Contractor or a person on whose behalf the Contractor must assume responsibility did not cause the damage with deliberate intent or out of gross negligence.

Technical information from the Contractor is provided without guarantee, and insofar as it goes above and beyond the manufacturer's specifications requires written confirmation by the Contractor; the basis for such confirmation shall be the description of issues submitted to the Contractor by the Customer, the correctness and completeness of which the Contractor assumes excluding other liability.

11. Product Liability

Demands for redress as intended in §12 of the Product Liability Act are barred unless the party entitled to redress proves that the error was caused within the Contractor's sphere of responsibility and was caused at the very least by gross negligence.

Insofar as the Customer is not a consumer according to the Consumer Protection Act (*KSchG*), liability for property damage arising from product defects in accordance with the criteria of §8 of the Product Liability Act is excluded, additionally for all companies involved in manufacturing, import, and sales. In such cases, the Customer shall be obligated to enforce this liability exclusion with its purchasers.

12. Place of Jurisdiction and Applicable Law

The territorial jurisdiction of the court having substantive jurisdiction for the Contractor's business headquarters is hereby explicitly stipulated as that applicable for any disputes that arise. The jurisdiction of German courts is hereby stipulated.

Substantive German law shall apply. Application of the UN Convention on the Sale of Goods is excluded.

13. Data Protection and Change of Address

The Customer hereby grants its consent that the personal data contained in the sales contract can be stored and processed by means of automated systems by the Contractor in fulfillment of the contract.

The Customer shall be obligated to notify the Contractor of changes to its residential or business address until the legal transaction that is the subject matter of the contract has been executed by both parties. Should the notification fail, statements shall also be considered as received if they were sent to the last known address.

14. Final Provisions

In the case of sale to consumers as intended by the Consumer Protection Act, the above provisions shall only apply to the extent that the Consumer Protection does not specify compulsory provisions to the contrary.

Should any individual provisions of these Terms and Conditions of Business be or become invalid or null and void, the validity of the remaining provisions shall not be affected thereby.

Events of force majeure or other unforeseen obstacles within the Contractor's sphere of responsibility shall release it from compliance with the stipulated obligations for the duration of the event of force majeure.

The Customer hereby expressly waives the option to contest the sales and delivery terms and conditions concluded, regardless of reason, even due to errors.