

General Terms and Delivery Terms

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1. Scope

- 1.1 These general terms and conditions apply unless the contracting parties have expressly agreed otherwise in writing.
- 1.2 The client agrees that if he uses the general terms and conditions - even if they remain uncontested - the present conditions are to be assumed. Actions by the contractor to fulfill the contract do not constitute consent to contractual conditions that deviate from his terms and conditions.
- 1.3 The following provisions on the delivery of goods apply mutatis mutandis to the provision of services.
- 1.4 The assembly conditions of the Association of the Machine and Steel Construction Industry and the Electrical and Electronics Industry in Austria apply in addition to assembly work.

2 Offer

- 2.1 Our offers are non-binding.
- 2.2 All offer, project, drawing documents, samples etc. must be treated with strict confidentiality and may not be reproduced or made available to third parties without the consent of the contractor. They can be reclaimed at any time and must be returned to the contractor immediately if the order is placed elsewhere.

3. Conclusion of the contract

- 3.1 The contract is deemed concluded as soon as the contractor's written order confirmation following the order has been received by the client.
- 3.2 The information contained in catalogs, brochures and the like as well as other written or verbal statements are only relevant if they are expressly referred to in the order confirmation.
- 3.3 Subsequent changes and additions to the contract require the contractor's written confirmation to be valid. Conditions of purchase of the client are to be recognized separately for the contractor.

4. Prices

- 4.1 The prices apply ex works or ex warehouse of the contractor excluding packaging, loading and sales tax. If fees, taxes or other charges are levied in connection with the delivery, these shall be borne by the client. If delivery with delivery is agreed, this and any transport insurance requested by the customer will be charged separately, but does not include unloading and contracting. The packaging will only be taken back by express agreement.
- 4.2 In the event of an order that deviates from the overall offer, the contractor reserves the right to change the price accordingly.
- 4.3 The prices are based on the costs at the time of the initial price offer. Should the costs increase up to the time of delivery, in particular due to collective agreements, material price increases (e.g. an increase in the corresponding quotations on the London Metal Exchange, LME - London Metal Exchange), the contractor is entitled to adjust the prices accordingly.
- 4.4 The cost estimate is created to the best of our knowledge, but no guarantee can be given for its accuracy. If, after the initial sampling, there are increases in costs (also as a result of the provision of faulty forms by the client) of over 10%, the contractor shall immediately inform the client communicate. Client and contractor enter into renewed price negotiations with the aim of agreeing an amicable price adjustment.
- 4.5 In the case of repair orders, the services recognized by the contractor as appropriate will be provided and charged on the basis of the expenses incurred. This also applies to services and additional services, the appropriateness of which only becomes apparent during the execution of the order, whereby no special notification to the client is required.

5. Delivery

- 5.1 The delivery period begins at the latest of the following times:
 - a) Date of the order confirmation
 - b) Date of the fulfillment of all technical, commercial and other requirements incumbent on the client
 - c) Date on which the contractor receives a deposit or security to be paid prior to delivery of the goods.
- 5.2 Official approvals and all other third-party approvals required for the execution of systems are to be obtained by the client.
(Sample) parts and (sample) material such as cast-in parts, existing casting molds, etc. must be made available by the client in good time, but no later than one week before sampling.
- 5.3 The client is entitled to carry out and offset partial or pre-deliveries. If delivery on call has been agreed, the goods are deemed to be called no later than 1 year after the order has been placed.
- 5.4 If unforeseeable circumstances or circumstances independent of the will of the party occur, such as all cases of force majeure, which hinder compliance with the agreed delivery period, this shall in any case be extended by the duration of these circumstances; this includes in particular natural disasters, armed conflicts, official interventions and bans, delayed transport and customs clearance, transport damage, energy and customs clearance delays, transport damage, energy and raw material shortages, labor disputes (in particular strikes and industrial disputes) as well as failure of an essential, difficult-to-replace supplier. These aforementioned circumstances also entitle the delivery deadline to be extended if they occur with sub-suppliers.
- 5.5 The amount of compensation for damage caused by delay caused by the client and for which the contractor is responsible for which concrete evidence can be specifically proven is limited to a maximum of 3% of the amount of that part of the total delivery that cannot be used on time or in accordance with the contract due to the delay.
If, in the event of partial default, there is a continuation of interest not with regard to the entire contract, but only with regard to the still outstanding part, the client cannot withdraw from the entire contract, but rather reduce his consideration in the ratio in which the outstanding partial service is to the overall service.
Further claims from the title of default are excluded.
- 5.6 If the attempt is delayed at the request of the client or due to circumstances for which the contractor is not responsible, the client shall, beginning one month after notification of readiness for dispatch, be charged the costs incurred for storage, but at least for storage in the contractor's works 1.5% of the invoice amount, calculated for each month or part thereof.

6. Transfer of risk and place of performance

- 6.1 Shipping is always at the expense and risk of the customer.
- 6.2 Use and risk are transferred to the customer when the delivery is dispatched ex works or ex warehouse. This also applies if it is a partial delivery, if the delivery takes place as part of an assembly or if the transport is carried out or organized and managed by the contractor.
- 6.3 The place of performance for delivery and payment is the contractor's registered office, even if the transfer takes place at a different location as agreed.

7. Acceptance test

- 7.1 If the client requests an acceptance test, this must be expressly agreed in writing with the contractor when the contract is concluded. Unless otherwise agreed, the acceptance test must be carried out at the place of manufacture or at a location to be determined by the contractor during the contractor's normal working hours. The general practice of the relevant branch of industry for the acceptance test is decisive.

- 7.2 Readiness for acceptance is reported to the client in writing. The acceptance must be carried out within 2 weeks after notification of readiness for acceptance. If this period is exceeded for reasons for which the contractor is not responsible, the delivery shall be deemed to have been accepted free of defects at the end of the period. The same applies in the event of early use of the delivery or parts thereof.
- 7.3 Following an acceptance test, an acceptance report must be drawn up. If the acceptance test has shown that the delivery item is in conformity with the contract and that it is in perfect working order, this must be confirmed by both contracting parties in any case.
- 7.4 If the delivery item proves to be in breach of contract during the acceptance test, the contractor must immediately remedy any defect and restore the contractual condition of the delivery item. The client can only request a repetition of the test in cases of non-minor defects.

8. Payment

- 8.1 Unless otherwise agreed terms of payment, the following applies to the due date of the price:
Tools and molds: 1/3 when placing the order, 1/3% for initial sampling, 1/3 14 days after the invoice date / approval, but no later than 30 days after sampling, in each case strictly net.
Injection molded parts 14 days after invoicing
Contract work 14 days after billing
The entitlement to a discount deduction requires an express agreement in writing with corporate customers.
- 8.2 In the case of partial settlement, the corresponding partial payments are due upon receipt of the respective invoice. This also applies to offset amounts that arise through subsequent deliveries or other agreements that exceed the original contract amount, regardless of the payment terms agreed for the main delivery.
- 8.3 Payments are to be made without any further deduction in the agreed currency to the account specified by the contractor. All related interest and expenses are borne by the client.
- 8.4 Except in the case of obvious defects, the customer is not entitled to repay or offset payments in the event of asserted warranty claims or other claims.
- 8.5 A payment is deemed to have been made on the day on which the contractor can dispose of it.
- 8.6 If the client is in default with an agreed payment or other service, the contractor may, without prejudice to his other rights
- postpone the fulfillment of his own obligations until this payment or other services have been effected and take a reasonable extension of the delivery period.
 - make all outstanding claims due and charge default interest of 8% above the base rate per month plus sales tax for these amounts from the respective due date, unless the contractor can provide evidence of additional costs.
 - If the entrepreneurial customer comes into the framework of other contractual relationships with us Default in payment, we are entitled to suspend the fulfillment of our obligations under this contract until the customer has fulfilled them
 - We are then also entitled to make all claims for services already rendered from the ongoing business relationship with the customer due.
- 8.7 In any case, the contractor is entitled to invoice pre-litigation costs, in particular the reminder and collection costs as well as legal fees required for the appropriate operation and collection.

9. Retention of title

- 9.1 The contractor retains ownership of all goods delivered by him until the invoice amounts plus interest and costs have been paid in full.

- 9.2 Ownership remains with the contractor even if the item is permanently connected to or built into the client's property.
- 9.3 The client hereby assigns his claim from the resale of reserved goods to the contractor to secure his purchase price claim, even if these have been processed, remodeled or mixed, and undertakes to make a corresponding note in his books or on his invoices. Upon request, the client must notify the contractor of the assigned claim and its debtor and provide all information and documents required for his debt collection and notify the third party debtor of the assignment. In the event of seizure or other claims, the contractor must be informed and informed immediately.

10. Warranty and responsibility for defects

- 10.1 If the agreed terms of payment are complied with, the contractor is obliged, in accordance with the following provisions, to remedy any defects affecting functionality that exist at the time of handover and which are due to a fault in the design, material or execution. No warranty claims can be derived from information in catalogs, brochures, advertising material and written or oral statements that have not been included in the contract in accordance with point 3.2.
- 10.2 The warranty period is 12 months, unless special warranty periods have been agreed for individual delivery items. This also applies to delivery and service items that are firmly connected to a building or land. The running of the warranty period begins at the time of the transfer of risk in accordance with point 6.
- 10.3 The client can only invoke the warranty if he immediately notifies the contractor in writing of the defects that occur. The client always has to prove that the defect existed at the time of delivery. The presumption rule of § 924 AGB is excluded. The contractor informed in this way must, if there is a defect that is subject to warranty according to point 10.1, at his option:
- improve the defective goods on the spot;
 - have the defective goods or the defective parts returned for the purpose of improvement;
 - replace the defective parts
 - exchange the defective goods
 - undertake a reasonable price reduction.
- 10.4 If the contractor has the defective goods or parts sent back for the purpose of repair or replacement, the customer shall assume the costs and risk of transport unless otherwise agreed. Unless otherwise agreed, the reworked or replaced goods or parts will be returned to the client at the expense and risk of the contractor.
- 10.5 If goods are manufactured by the contractor on the basis of construction details, drawings, models or other specifications provided by the customer, the contractor's liability only extends to the conditional execution. The same applies to the case of acceptance of a drawing made by the contractor or for the approval of a design proposal made by the contractor by the Client, provided that the latter clearly has the necessary expertise.
For essential third-party products, the contractor's guarantee is limited to the assignment of claims to which he is entitled against the contractor of the third-party product.
- 10.6 The warranty does not cover defects that arise from arrangement and assembly not carried out by the contractor, inadequate set-up, failure to comply with installation requirements and conditions of use, overuse of parts beyond the service specified by the contractor, negligent or incorrect treatment and use of unsuitable operating materials, this applies also in the case of defects that can be traced back to material provided by the client. The warranty does not apply to the replacement of parts that are subject to natural wear and tear. The contractor assumes no liability for the sale of used goods.
- 10.7 The warranty expires immediately if, without the contractor's written consent, the client himself or a third

party not expressly authorized by the contractor carries out changes or repairs to the items supplied.

11. Withdrawal from the contract

- 11.1 The precondition for the customer's withdrawal from the contract is, unless a more specific provision has been made, a delay in delivery that is due to gross negligence on the part of the contractor and the unsuccessful expiry of a reasonable grace period. The withdrawal is to be asserted by registered letter.
- 11.2 Irrespective of his other rights, the contractor is entitled to withdraw from the contract,
- a) if the execution of the delivery or the start or continuation of the service is impossible for reasons for which the client is responsible or is further delayed despite the setting of a reasonable grace period,
 - b) if there are concerns about the solvency of the client and the client neither pays in advance at the request of the contractor, nor provides suitable security prior to delivery, or
 - c) if the extension of the delivery time is more than half of the originally agreed delivery time, but at least 6 months due to the circumstances listed in point 5.4.
- 11.3 The withdrawal can also be declared with regard to an open part of the delivery or service for the above reasons.
- 11.4 If insolvency proceedings are opened against the assets of a contracting party or an application to initiate insolvency proceedings is rejected due to insufficient assets, the other contracting party is entitled to withdraw from the contract without setting a grace period.
- 11.5 Without prejudice to the contractor's claims for damages including pre-litigation costs, in the event of withdrawal, services already rendered or partial services must be invoiced and paid for in accordance with the contract. This also applies if the delivery or service has not yet been accepted by the client, as well as for preparatory work performed by the contractor. Instead, the contractor has the right to request the return of items that have already been delivered.
- 11.6 Other legal consequences of the withdrawal are excluded.

12. Liability

- 12.1 The contractor is only liable for damage outside the scope of the Product Liability Act within the framework of the statutory provisions, provided that intent or gross negligence can be proven. In the event of gross negligence, the contractor is liable up to an amount that is covered by any liability insurance that may have been taken out. Liability for lost profit is only made in the case of intent.
- 12.2 Liability for slight negligence, the replacement of unachieved savings, loss of interest and damage from third party claims against the client are excluded. Liability for consequential and pecuniary damage only exists insofar as this results from property damage and personal injury. Damage from return campaigns (recall costs) will not be reimbursed even then. The reversal of the burden of proof in § 1298 ABGB is excluded.
- 12.3 In the event of non-compliance with any conditions for assembly, commissioning and use (such as those contained in operating instructions) or the official approval conditions, any compensation is excluded.
- 12.4 Compensation for non-performance cannot be asserted instead of warranty claims.
- 12.5 Claims for damages by corporate customers are to be asserted in court within two years, otherwise expiry.
- 12.6 If contractual penalties have been agreed, further claims from the respective title are excluded.

13. Making Claims

- 13.1 All claims of the client in connection with the delivery of goods are to be asserted in court within 3 years from the transfer of risk, with any other loss of claims.

- 13.2 In all other cases, a claim for damages can only be asserted in court within 6 months after the claimant (s) became aware of the damage, but no later than three years after the incident giving rise to the claim.

14. Industrial property rights and copyright

- 14.1 If goods are manufactured by the contractor on the basis of design details, drawings, models or other specifications provided by the customer, the customer must indemnify and hold harmless from any infringement of property rights.
- 14.2 Execution documents such as plans, sketches and other technical documents also always remain the intellectual property of the contractor and are subject to the relevant legal provisions with regard to duplication, imitation, competition, etc. Point 2.2 also applies to execution documents.

15. Data protection

- 15.1 The contractor is entitled to save, transmit, revise and delete personal data of the client in the course of business transactions.
- 15.2 The parties undertake to maintain absolute secrecy vis-à-vis third parties of the knowledge they have gained from the business relationship.

16. Penalty

- 16.1 In the event that the client violates his obligations arising from points 2.2, 14.2 and 15.2, a contractual penalty in the amount of EUR 200,000 is agreed. Any damage incurred by the contractor that exceeds the contractual penalty must also be compensated, whereby full satisfaction must always be provided in such a case.

17. General

- 17.1 If individual provisions of the contract or these provisions should be ineffective, the validity of the remaining provisions will not be affected. The ineffective provision is to be replaced by a valid one that comes as close as possible to the intended goal.

18. Severability Clause

- 18.1 Should individual parts of these terms and conditions be ineffective, this shall not affect the validity of the remaining parts.
- 18.2 We, as well as the corporate customer, undertake together - based on the horizon of honest contracting parties - to make a substitute regulation that comes closest to the economic result of the ineffective condition.

19. Place of jurisdiction and law

- 19.1 For the decision of all disputes arising from the contract - including those about its existence or non-existence - the competent court at the seat of the contractor has exclusive jurisdiction. However, the contractor also has the right to sue at the client's general place of jurisdiction.
- 19.2 The contract is subject to Austrian substantive law. The application of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Law) is excluded.
- 19.3 The customer must notify us immediately in writing of any changes to his name, company, address, legal form or other relevant information.
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