

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **1. General remarks**

These terms and conditions of sale do not apply to consumers. Our deliveries and performances are based exclusively on these terms and conditions of sale. Deviating or supplementary provisions, in particular terms of the buyer's, apply only if we have expressly confirmed them in writing. The buyer, at the latest upon accepting the delivery, waives his/her alternative terms. Actions on our part to fulfil the contract do not constitute acceptance of contract terms deviating from our terms. Our terms and conditions of sale also apply as a framework agreement for all further legal transactions between the contracting parties. Our orders placed or changes to orders become binding only with our written confirmation.

### **2. Delivery**

For the scope of the delivery, only the agreements set out in our order confirmation apply. Delivery takes place ex works. Risk and coincidence pass over with provisioning of the goods for collection. We are authorized to make partial or advance deliveries and to charge these separately. The delivery dates stated by us shall be approximate and non-binding. We are authorised to exceed dates and delivery deadlines agreed upon by up to 2 weeks. Only after expiration of this period may the customer withdraw from the contract, after first setting a reasonable extension of time. Breakdowns and instances of force majeure – including strikes and lock-outs – release us from the obligation for delivery within the prescribed time limit, without voiding the concluded deal in full or in part. The delivery deadline will be extended accordingly. In cases of force majeure, we are authorised to cancel any contracts still open. This also applies when the hindrance to delivery can be attributed to delay or non-performance by an upstream supplier.

### **3. Prices**

All prices are – unless otherwise agreed – net ex works, excluding packaging. All associated costs (packaging, customs, delivery costs, etc.) are to be borne by the buyer.

### **4. Terms of payment**

Unless otherwise agreed, our invoices are to be paid promptly and without deduction. We are authorised to demand advance payments. The buyer is not authorised to withhold payments for any reason. In the event of delay of payment or if payment difficulties become known, we shall be released from all performance and delivery obligations and authorised to withhold any deliveries performances still outstanding, declare all claims still open as due and demand prepayments or guarantees or withdraw from all contracts not yet fulfilled and retain any prepayments received. Furthermore, in case of delay payment for reasons beyond the buyer's control, interest on arrears will be charged in the amount of 10 % above the base interest rate as of the due date. All costs incurred as a result of delay of payment are to be borne by the buyer. In the event of any accounts payable on our part, we shall be authorised to immediately offset all our receivables and deduct them in full, i.e. from the time of them arising. The customer is not authorised to offset any counter-claims against our purchase price receivables.

### **5. Retention of title**

We reserve ownership of the delivered goods until full payment. In exercising this reservation of ownership, withdrawal from the contract resides only if so expressly declared. In case of return of goods, we shall be authorised to deduct any transport and handling expenses.

In case of processing or mixing the goods subject to retention of title with third-party property, we shall acquire co-ownership in proportion to the value percentage. In the event of seizure or other claims to the goods covered by the contract by third parties, the buyer is obligated to point out the existing right of ownership and to inform us thereof. If the goods in our ownership are sold, the customer shall assign as payment already now all his claims against third parties until final payment of our claims. On request, the customer shall name his buyers to us and inform them of the assignment in good time. The assignment shall be recorded in the books, in particular in the outstanding items list, and made evident to the buyer on delivery notes, invoices, etc. If the customer is in arrears with his payments to us, the sales revenue he receives is to be separated and the customer hold this revenue on our behalf only. Any claims against an insurer are also transferred to us already now.

As soon as we become aware of circumstances which might jeopardise fulfilment of our claims, it shall be possible for us to reclaim the goods, subject to retention of title without withdrawing from the contract.

### **6. Warranty**

The warranty period begins no later than on the day of delivery from our factory and ends after 6 months.

The assertion of defects, in case of obvious defects, must be made in writing within 8 days of accepting the goods, in case of hidden defects immediately upon their discovery, indicating the effects. If notice of defects is not raised or not raised in due time, the goods shall be deemed to have been accepted. If we accept a defect, we are authorised at our own choice to take back the defect goods at the price apportioned to the defect goods, to correct the defect or to provide substitute delivery for the defective goods against return of the goods. In addition, we are not liable to provide any performances, in particular not to pay damages or compensation as a result of consequential harm caused by a defect. This also applies to costs arising as a result of the purchaser rendering performances for reasons of correction of defects without our express consent.

If the customer states that a defect exists, claims resulting from this can only be asserted if the customer proves that the defect already existed at the time of delivery of the goods, this also applies to the first 6 months following delivery of the goods.

### **7. Limitation of liability**

All claims for damages are excluded in case of slight negligence. The existence of slight or gross negligence must be proven by the damaged party. Liability for lost profits, consequential damages or for damages as a result of claims by third parties is excluded. The period of limitation is one year from becoming aware of the damage and the at-fault party.

### **8. Place of performance, jurisdiction, separability clause**

Place of performance for deliveries and payments is Brixlegg. We have the choice of all disputes resulting from this contract or related to its infringement, cancellation or voidness, being ruled on either by the court with subject matter jurisdiction in Innsbruck or according to the Rules of Arbitration and Conciliation of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by an arbitrator appointed according to these rules. The language to be used in the arbitration process is German.

For the customer, the exclusive place of jurisdiction is the court with subject matter jurisdiction in Innsbruck. Austrian law applies. The applicability of the UN Sales Convention and the international rules on conflicts of law is expressly excluded.

Should individual provisions of these terms and conditions be or become void, the validity of the remaining provisions shall remain unaffected by this. In this case, a valid provision shall be deemed as agreed upon which corresponds to the objective of the contracting parties.

### **9. Data Protection**

Personal data must be processed in accordance with the provisions of the EU-GDPR and the DPR. Suitable technical and organisational measures are to be taken in order to ensure and provide evidence of processing taking place in accordance with the EU-GDPR and the DPR. The security of personal data is to be ensured by means of an adequate level of protection.