

## General conditions of sale

### § 1 Scope

(1) These terms and conditions of sale apply exclusively to companies or legal entities under public law. We only recognize agreements that conflict with or deviate from our terms and conditions of sale in the interests of the customer if we expressly agree to their validity in writing.

(2) These terms and conditions of sale also apply to all future transactions with the customer, as long as they involve legal transactions of a related nature.

### § 2 Offer and conclusion of contract

If an order is to be viewed as an offer in accordance with Section 862 ABGB (Austria), we can accept it within two weeks.

### § 3 Documents provided

We reserve ownership rights and copyrights to all documents provided to the customer in connection with the placing of the order, such as calculations, drawings, etc. These documents may not be made accessible to third parties unless we give the customer our express written consent to do so. If we do not accept the purchaser's offer within the period of If we accept § 2, these documents must be returned to us immediately..

### § Prices and payment

(1) Unless otherwise agreed in writing, our prices are ex works and plus VAT at the applicable rate.

(2) Payment of the purchase price must be made exclusively to the account specified in the invoice. Deduction of discount is not allowed.

(3) Unless otherwise agreed, the purchase price must be paid immediately upon receipt of the invoice

Interest on arrears will be charged in the amount of v. 8% above the respective base interest rate p.a. The assertion of a higher damage caused by default remains reserved.

(4) Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wages, materials and sales costs for deliveries made 3 months or later after conclusion of the contract.

(5) We are not obliged to accept or execute individual orders from the customer with an order value of less than € 200.00 (excluding VAT) as the sum of all individual items.

### § 5 Delivery time

(1) The start of the delivery time specified by us requires the timely and proper fulfillment of the customer's obligations. The exception of the unfulfilled contract remains reserved.

(2) The confirmed delivery time only applies once the order has been received and the order has been completely clarified.

(3) If the customer defaults on acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for any damage we incur, including any additional expenses. Further claims remain reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item passes to the purchaser at the point in time at which the purchaser is in default of acceptance or debtor.

(4) Further legal claims and rights of the purchaser due to a delay in delivery remain unaffected.

### § 6 Transfer of risk upon shipment

If the goods are sent to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods passes to the customer upon dispatch to the customer, at the latest when they leave the factory/warehouse.

#### **§ 7 Retention of title**

(1) We reserve ownership of the delivered item until all claims arising from the delivery contract have been paid in full. This also applies to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the purchased item if the purchaser behaves in breach of contract.

(2) The purchaser is obliged to treat the purchased item with care as long as ownership has not yet been transferred to him. In particular, he is obliged to adequately insure them at their new value against theft, fire and water damage at his own expense. If maintenance and inspection work needs to be carried out, the purchaser must carry this out in a timely manner at his own expense. As long as ownership has not yet been transferred, the purchaser must notify us immediately in writing if the delivered item is seized or is subject to other interventions by third parties. If the third party is unable to reimburse us for the legal and extrajudicial costs of a lawsuit, the purchaser is liable for the loss incurred by us.

(3) The customer is entitled to resell the reserved goods in the normal course of business. The customer hereby assigns the customer's claims from the resale of the reserved goods to us in the amount of the final invoice amount agreed with us (including VAT). This assignment applies regardless of whether the purchased item was resold without or after processing. The customer remains authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application has been made to open insolvency proceedings or payments have been suspended.

(4) The processing or transformation of the purchased item by the purchaser is always carried out on behalf of us and on behalf of us. In this case, the purchaser's expectant right to the purchased item continues with the converted item. If the purchased item is processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing.

#### **§ 8 Warranty and notice of defects as well as recourse/manufacturer recourse**

(1) The purchaser's warranty rights require that he has properly fulfilled his obligations to inspect and give notice of defects in accordance with Section 377 of the Austrian Commercial Code (ÖHGB).

(2) Claims for defects expire 12 months after delivery of the goods we have delivered to our customer. Prior to returning the goods our permit is to be requested. Returning contaminated goods is not permitted and will not be accepted by us.

(3) The basis for the technically perfect condition of the goods is acceptance by ACH Solution before delivery.

(4) If, despite all care taken, the delivered goods have a defect that was already present at the time of transfer of risk, we will repair the goods at our discretion, subject to timely notification of the defect. We must always be given the opportunity to provide supplementary performance within a reasonable period of time. Claims for recourse remain unaffected by the above regulation without restriction.

(5) If subsequent fulfillment fails, the customer can withdraw from the contract or reduce the remuneration - without prejudice to any claims for damages.

(6) Claims for defects do not exist if there is only an insignificant deviation from the agreed quality, if there is only an insignificant impairment of usability, if there is natural wear and tear, or if damage occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials, defective construction work, unsuitable subsoil or due to special external influences that are not assumed under the contract. If repair work or changes are carried out improperly by the customer or third parties, there are no claims for defects for these or the resulting consequences.

(7) Claims by the purchaser due to the expenses required for the purpose of supplementary performance, in particular transport, travel and material costs, are excluded if the expenses increase because the goods delivered by us are subsequently moved to a location other than the purchaser's branch unless the shipment corresponds to its intended use.

**(8) The purchaser's recourse claims against us only exist to the extent that the purchaser has not made any agreements with his customer that go beyond the legally binding claims for defects. Paragraph 6 also applies accordingly to the scope of the purchaser's right of recourse against the supplier.**

#### **§ 9 Miscellaneous**

**(1) This contract and the entire legal relationship between the parties are subject to the law of the Austrian Republic, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).**

**(2) The place of performance and exclusive place of jurisdiction for all disputes arising from this contract is our place of business, unless otherwise stated in the order confirmation.**

**(3) All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.**

**(4) Should individual provisions of this contract be or become ineffective or contain a gap, the remaining provisions remain unaffected. The parties undertake to replace the invalid regulation with a legally permissible regulation that comes closest to the economic purpose of the ineffective regulation or fills this gap.**