

General Delivery conditions of WAGNER Maschinenbau GmbH

1. Scope of validity

- 1.1 These general conditions apply to the delivery of goods and services of WAGNER Maschinenbau GmbH (“supplier”).
- 1.2 Deviations from these conditions are only effective if these have been recognised by the supplier in writing.

2. Quotation

- 2.2 The supplier's quotations are non-binding.
- 2.3 Information in catalogues, brochures and similar is only decisive if expressly referred to in the order confirmation.

3. Conclusion of the contract

- 3.1 The contract only becomes legally effective with the written order confirmation of the supplier or with the actual delivery to the customer.
- 3.2 Retrospective changes and amendments to the contract can only be agreed in writing.
- 3.3 The supplier shall also be entitled to appropriate remuneration for any performance subsequently ordered by the customer.
- 3.4 Minor, materially justifiable modifications to the performance are deemed to be approved in advance, if they are reasonable to the customer.

4. Prices

- 4.1 Prices apply ex supplier's works, without packaging, loading, transport and VAT. All fees, taxes and other duties related to the delivery shall be borne by the customer.
- 4.2 An order that differs from the quotation shall be subject to an appropriate price adjustment.
- 4.3 All prices are based on the costs of materials and wages at the time of the initial quotation. Changes to these costs amounting to no less than 3 % at the time of delivery entitle both the supplier and the customer to a corresponding price adjustment.

5. Delivery

- 5.1 Agreed delivery periods commence from the date of order confirmation, although not prior to the customer performing all of their advance performance. The customer is also required to deliver all performance that is not described in the scope of performance issued by the supplier, but that is necessary in order to install, commission and correctly operate the system.
- 5.2 Any official approvals or other approvals required for the delivery in the customer's country extend the agreed delivery periods until these are available, and must be obtained and realised by the customer. The customer shall provide the supplier with a copy of the aforementioned approval(s) prior to delivery.
- 5.3 Insofar as contractual fulfilment by the supplier requires customer provisions, the customer shall promptly furnish the supplier (no later than two weeks after the quotation date) with the documents pertaining to all provisions (e.g. declaration of conformity, safety information, interface descriptions, wiring diagrams, etc.) unprompted, in electronically editable form. Delivery obligations and periods come to a halt whilst the customer is in arrears with a liability.
- 5.4 The agreed delivery periods are subject to unforeseeable impediments, or impediments that are unaffected by the wishes of the parties, such as:
 - a) War, terrorism, elementary events,
 - b) State or official interventions, impediments due to applicable national, EU or international regulations of foreign trade law (including embargoes),
 - c) Energy or raw material deficiencies,
 - d) Strikes, transport damage and delays,
 - e) Viruses or other third-party attacks on the IT system of the supplier, insofar as these take place despite the application of due diligence with regards to security measures.If such impediments are experienced by sub-suppliers, this also entitles the supplier to extend the delivery period accordingly.
- 5.5 The goods, products and services of the supplier shall be supplied or delivered in accordance with the Austrian and Community rules of engineering applicable on the quotation date. The goods shall be delivered with CE labelling.
If the goods, products and services are required to satisfy further-reaching requirements (e.g. national regulations in the country of destination or the customer's country, special official requirements or other

technical requirements), the customer must inform the supplier of this in writing. The supplier shall only satisfy these requirements if they have accepted these in writing (e.g. in the quotation).

- 5.6 The supplier is entitled to make partial or advance deliveries and to bill for these.
- 5.7 If it is not possible to ship goods that are ready for dispatch, or if the customer does not wish this, or if any other form of acceptance delay applies, the goods can be stored at the customer's cost and risk. The delivery is then deemed to be complete and can be billed for by the supplier.
- 5.8 Compensation for delayed delivery can only be billed for with special agreement, whereby compensation for damages on the part of the customer due to the delivery delay and claims for damages instead of performance, beyond a possible contractual penalty, are excluded. This does not apply in cases of malicious intent or gross negligence or as a result of injury to life, body or health.

6. Fulfilment and transfer of risk

- 6.1 Unless otherwise agreed, the costs and risks are transferred to the customer with dispatch from the supplier's factory. This also applies with assembly on the customer's site and in case of transport by the supplier. The place of fulfilment is always the supplier's principal place of business.
- 6.2 If delivery is delayed by the customer, the costs and risks are transferred to the customer with readiness for dispatch.
- 6.3 All supplier deadlines that are dependent on fulfilment commence with the specified time points, irrespective of any quality testing or trial operation reserved.

7. Payment

- 7.1 Unless otherwise specifically agreed, the payment conditions are 30 % of the price on receipt of the order confirmation, 60 % with delivery and the remainder after acceptance, although no later than 6 months after delivery.
- 7.2 With part invoices, the corresponding partial payments fall payable upon receipt of the invoice. This also applies to payments in excess of the original total amount due to additional deliveries or other agreements, irrespective of the payment terms agreed for the main delivery.
- 7.3 Payments shall be made without any deduction to the account of the supplier in the agreed currency. Any acceptance of cheques only takes place on account of payment. All fees that arise in connection with this shall be borne by the customer.
- 7.4 The customer is not entitled to withhold payments or offset these due to warranty claims or other counter-claims.
- 7.5 In the case of payment arrears, the supplier can
- postpone fulfilment of their own obligations until the customer has rectified the payment arrears
 - demand payment of all outstanding payments (immediate maturity)
 - charge interest on arrears amounting to 9.2 % p.a. above the respective base interest rate (main refinancing operations) of the European Central Bank
 - withdraw from the contract after an appropriate period of grace in case of non-compliance.
- 7.6 The supplier shall reserve ownership of all goods delivered by them until the customer has fully met with all their financial obligations. In this regard, the customer shall allow the supplier access to goods subject to the retention of title at all times and shall enable their removal, in order that the supplier can assert their rights according to the retention of title. The customer shall perform all formalities required to protect the property of the supplier. In case of seizure or any other claim on the goods, the customer is obliged to point out the supplier's right of ownership and to inform the latter of this without delay.

8. Warranty

- 8.1 Unless otherwise agreed in writing, the warranty period shall be one year from the transfer of risk per 6.1. This also applies to delivery objects and performance that are connected with immovable property.
- 8.2 A warranty claim only exists with immediate written notification of the defect and is limited to repair or replacement of the defective goods or parts. All further costs arising in conjunction with the remedial works, e.g. costs for return transport to the factory of the supplier and a new delivery, shall be borne by the customer.
- 8.3 The presumption provision of § 924 of the Austrian Civil Code is excluded. The presence of a defect at the time of transfer must be proven by the customer.
- 8.4 Excluded from the warranty are defects that have been caused by use that is incorrect, contrary to the operating manual or other instructions issued by the supplier, or that is contrary to the contract, and defects that result from other external influences that are not a condition of the contract, as well as defects that arise due to non-reproducible software errors.
- In the case of goods that have been produced on the basis of design specifications, drawings, models and other specifications of the customer, the warranty only extends to correct execution. Parts that are subject to normal wear and tear, as well as wearing parts, shall not be replaced.

8.5 The warranty is also excluded if assembly, installation, change, modification, maintenance or repair works are carried out by the customer or third parties without the supplier's consent. No invoices shall be accepted in relation to such works.

8.6 Works or deliveries that take place due to warranty obligations shall not result in an extension to the original warranty period.

9. Liability

9.1 Liability in accordance with the Product Liability Act is excluded if the supplier's operating manuals or instructions, warning or safety information are disregarded.

9.2 Claims for compensation outside the application area of the Product Liability Act can only be asserted in case of intent or gross culpability on the part of the supplier and furthermore only for personal injury and for direct damages caused by a delivery object or delivery performance (or parts thereof). Any liability beyond the aforementioned provisions is expressly excluded. This applies in particular for all (consequential) damages caused by a defect, including production downtimes, loss of income and other consequential damages to assets.

In all instances, the supplier's liability is limited to the maximum amount of liability cover afforded by the liability insurance policy held by the supplier.

9.3 Excluded in general are compensation claims for damages that have been caused by the following:

- a) incorrect storage, assembly, commissioning, maintenance or servicing
- b) misuse, inexpedient use; any use of the delivery or performance objects that contravenes the operating manual or instruction, warning or safety information, including manipulation of such objects
- c) working or operating conditions that are abnormal or lie outside the specification, including atmospheric discharge, overvoltage, residual voltage, excessive speeds, chemical influences, high heat and the failure of the customer's grounding systems
- d) overcharging, overheating, fire or explosion due to electrical voltage
- e) fuel or oil leaks due to deficient maintenance or leak testing
- f) events of force majeure in accordance with 5.4
- g) defective or incomplete provisions by the customer

9.4 Damages must be reported in writing within 6 months of arising, although no later than 2 years from the transfer of risk in accordance with 6.1 or 6.2.

9.5 Claims based on data protection are not included in this disclaimer clause.

9.6 These limitations of liability shall be applicable to any further purchasers of the customer in full.

10. Withdrawal from the contract

10.1 The customer can withdraw from the contract if the delivery is delayed by more than 90 days for reasons for which the supplier is grossly culpable and if a written period of grace has fruitlessly passed.

10.2 With the exclusion of payment arrears per 7.5 d), the supplier can withdraw from the contract if

- a) the delivery or performance is impossible for reasons attributable to the customer, or if delivery delay exceeds an appropriate written period of grace;
- b) the customer's ability to pay has significantly deteriorated since the order was placed and the customer is not willing to pay in advance or provide sufficient security;
- c) the customer has halted their payments or the customer themselves or a creditor has initiated insolvency proceedings in relation to the customer's assets. The customer is obligated to inform the supplier of such circumstances with immediate effect;
- d) the supplier has justified reason for suspecting that the delivery of goods or products, or the provision of services by them or by one of their associated companies, or another item of contractual performance will violate sanctions, interdictions or other restrictions arising from resolutions of the United Nations or laws and directives of the European Union and, insofar as applicable for the supplier or one of their associated companies, the law of the Federal Republic of Austria or another state.

Withdrawal for the aforementioned reasons can also be declared with respect to an outstanding part of the delivery or service.

10.3 If the originally agreed delivery period is extended due to one of the impediments listed in 5.4 by more than half although at least 6 months, either contracting party can declare withdrawal from the outstanding part of the delivery or service.

10.4 In case of withdrawal for a reason other than those cited in 10.1, any deliveries or partial deliveries shall be billable and fall payable in accordance with the contract, without prejudice to further compensation claims of the supplier. This also applies insofar as the delivery or service has not yet been accepted by the customer, and for preparatory activities performed by the supplier. The supplier is also entitled to opt instead to demand the return of objects that have already been delivered.

Further consequences of the withdrawal are excluded.

11. Industrial property rights and copyrights

- 11.1 If goods are produced on the basis of design specifications, drawings, models or other specifications of the customer, the customer shall indemnify the supplier and hold them harmless in case of any infringement of proprietary rights.
- 11.2 All execution documents, such as plans, sketches, technical descriptions, etc., as well as samples, catalogues, brochures, illustrations and similar, remain the intellectual property of the supplier and are subject to the valid legal provisions pertaining to duplication, reproduction, competition, etc.
2.3 also applies to execution documents.

12. Disposal of used devices

The customer is obligated to correctly dispose of any electrical and electronic devices installed by the supplier at the end of their use, in accordance with the applicable legal regulations; within the EU member states in accordance with directive 2012/19 EU regarding waste electrical and electronic equipment. Furthermore, the customer is obligated to refrain from passing on personal computers (PC) and PC accessories to private households. The burden of proof for fulfilment of the customer's aforementioned obligations lies with the customer. If the customer does not meet with these obligations, they shall indemnify the supplier and hold them harmless in relation to any resultant disadvantages.

13. Use of data and data protection

- 13.1 The customer agrees that the supplier is entitled to obtain data within the framework of contractual fulfilment, to utilise, process and store this, and to permit third parties to utilise, process and store this on behalf of the supplier, in accordance with the valid laws. Within the framework of the contractual relationship, the supplier is entitled to process and utilise the limited personal data of a few employees or suppliers of the customer, in order to react to inquiries or orders and to process the contract correctly (e.g. to process or execute orders, to process payments, to arrange shipments and deliveries, and to deliver repair and support services).
- 13.2 The customer undertakes to process personal data provided by the supplier in accordance with the latest valid data protection regulations, exclusively for the purpose of contractual fulfilment and to delete this data immediately once the justified grounds for processing the data no longer exist.
- 13.3 With regards to their data protection information obligations per article 13 and 14 of the General Data Protection Regulation, the supplier refers to the data protection policy on their website. On request by the customer, a copy of this data protection policy shall be made available free of charge.

14. Place of jurisdiction, applicable law

- 14.1 The place of jurisdiction for all disputes arising in conjunction with the contract shall be the Austrian court responsible for the supplier's principal place of business. However, the supplier can also lodge a claim with another court responsible for the customer.
- 14.2 The parties may also agree that a court of arbitration shall preside.
- 14.3 The contract is subject to Austrian law. The parties amicably agree the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).