General Terms and Conditions of Agglotec GmbH

(Edition October 2026)

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1. General

1.1. For all offers of Agglotec GmbH (hereafter: Agglotec) and for every legal relationship between the Principal (hereafter: PR) and Agglotec as Contractor (hereafter: CO) in connection with deliveries, engineering and services of the CO including documentation (hereafter: Deliveries and Services) the following General Terms and Conditions (hereafter: GTC) in the version valid at the time of conclusion of contract shall apply exclusively.

1.2. General terms and conditions, conditions of purchase or other contract conditions of the PR (hereafter: General Conditions of the PR) shall only apply insofar as they are in accordance with the GTC or if they have been expressly acknowledged in writing by the CO.

1.3. The CO expressly objects to any General Conditions of the PR. They shall not become part of the contract, even if the CO refers in the contract or the order confirmation to inquiry documents of the PR that make reference to General Conditions of the PR.

1.4. Silence of the CO in regards to the General Conditions of the PR shall in no case be deemed as an acceptance. The execution of the purchase order or acceptance of payments does not constitute an acceptance of the General Conditions of the PR.

1.5. Offers of the CO are not binding. The offer validity is shown in the offer itself. The CO reserves his copyrights and proprietary rights of use and exploitation in regards to cost estimates, drawings and other documents. These documents may only be made available to third parties with the prior consent of the CO.

2. Contract

2.1. The Contract between the PR and the CO (hereafter also: Parties) exclusively consists of the following documents, except the order confirmation of the CO expressly provides otherwise:

1. Order confirmation of the CO
2. Attachments to the order confirmation (e.g. offer of the CO)
3. The GTC of the CO

In case of a conflict or contradiction between the documents listesd above they shall apply in above mentioned order. If the Parties genereally refer to “order confirmation” in correspondence or documents, reference to the entire Contract between the Parties is made.

2.2. The Contract between the Parties is concluded by the written order confirmation of the CO (sending by email is valid). Oral or telephone orders shall only be valid, if they are confirmed in writing by the CO. Should the written order confirmation of the CO be omitted in an individual case, the Contract is concluded by the written order of the PR on the basis of the offer of the CO, if the Parties have not agreed otherwise. Any deviations of the order of the PR from the offer of the CO shall not become part of the Contract, unless they are confirmed in writing by the CO.

2.3. In case of changes of legal or regulatory requirements, technical standards or judicial decisions after the time of conclusion of Contract that lead to changes in the Contract performance of the CO, the CO is entitled to adjust the Contract, in particular in regards to Contract Price and delivery time.

2.4. Amendments or supplements of the Contract by the PR after conclusion of Contract shall only be valid if confirmed in writing by the CO. The CO shall be entitled to an adequate adjustment of the Contract terms, especially Contract Price and delivery time. If the PR refuses such adjustment, the CO is entitled to refuse the amendment or supplement of the Contract and to continue the Contract in the orginal scope.

2.5. A cancellation or suspension of the Contract by the PR is only permitted with the written consent of the CO. Any costs and disadvantages of the CO in this context shall be borne by the PR. This does not affect the termination rights as per Article 17 of the GTC.

3. Scope of Contract

3.1. The scope of delivery and services (hereafter also: Scope of Contract) shall be defined in the Contract or the order confirmation of the CO. Information contained in general product documentation and price lists of the CO shall only be binding as far as the Contract expressly and in writing refers to such information.

3.2. Production-related deviations in regards to dimensions, weights or technical features within customary tolerances of the industry or within the tolerance limits specified in the applicable technical standards shall be accepted.

3.3. Unless otherwise agreed in the Contract between the Parties, the CO does not guarantee the usability of the Deliveries for certain purposes of the PR.

3.4. Scope and delivery time of the documentation is determined in the Contract or the order confirmation of the CO. The documentation may be used by the PR exclusively for the purpose for which it was supplied by the CO; in particular, drawings, technical calculations or similar may not be used, copied, reproduced or passed on to third parties for other purposes without the consent of the CO.

3.5. Language of the documentation shall be German or English according to the choice of the Parties, except if the Parties expressly agree otherwise in the Contract.

3.6. The CO is entitled to use subcontractors to fulfill the Contract. The CO remains responsible to the PR for the proper fulfillment of the Contract though.

4. Condition of Delivery, Delivery Time and Dates

4.1. Unless the Parties agree otherwise in the Contract, Deliveries shall be made FCA manufacturer's place acccording Incoterms 2020.

4.2. Any delivery or service times specified in the Contract shall start from the date of order confirmation of the CO. Delivery times of the CO shall be valid under the condition that all required documents, information, permits and releases (e.g. drawings, plans, etc.) are provided by the PR to the CO in time and only if the agreed terms of payment and other contractual obligations of the PR (e.g. provision of agreed guarantees, transmission of required information and documents for export and import of the Deliveries to the country of destination, etc) are fulfilled by the PR. If these conditions are not fulfilled properly or in time by the PR, the deadlines for the CO shall be extended to an appropriate extent.

4.3. The adherence to agreed delivery times and dates is determined on the basis of the time of readiness for delivery ex works.

4.4. If no delivery time or date has been specified in the Contract, the Deliveries and Services shall be carried out by the CO within a reasonable time.

4.5. Partial deliveries are permitted, unless expressly excluded in the order confirmation. In case of partial deliveries, the CO is entitled to submit partial invoices.

4.6. The CO shall be fully or partially exempt from the timely performance of the Contract if he is prevented from doing so by events of force majeure (e.g. war, riots, forces of nature, explosions, fire, epidemic). Force majeure shall include monetary, trade and other sovereign measures, strikes, lockouts, business interruptions not caused by the CO (e.g. machine breakdown, lack of raw materials), obstruction of traffic routes, delay in import or customs clearance and all other circumstances not caused by the CO that make the Deliveries or Services significantly difficult or impossible. It does not matter whether such an event occurs directly for the CO or for a subsupplier contracted by the CO. Contractual obligations of the CO shall be suspended for the duration and scope of the obstacle. Delivery dates and deadlines shall be extended by the duration of the effect of the force majeure. If the delay persists for more than three months, both Parties shall be entitled to terminate the Contract with respect to the part affected by the delay. No claims against the CO shall be admissible due to such termination. Deliveries and services provided by the CO until the termination shall be paid by the PR.

4.7. In case the CO is in default with the timely delivery of the Deliveries or Services, the PR shall only be entitled to claim damages from the CO incurred due to delay, if a reasonable grace period set by the PR in writing, which must be designated as such, has expired unused by the CO. The proof of a damage caused by the delay lies with the PR. The liability of the CO for damages due to delay is limited to 5% of the Contract Price. Any further or other claims of the PR due to delay or late fulfillment of Contract by the CO shall be excluded.

4.8. In the event of delays which are the responsibility of the PR, his vicarious agents or other third parties attributable to the PR, the PR shall reimburse the CO for any additional costs and expenses incurred due to the delay.

4.9. If the PR can anticipate that he will not be able to take over the Deliveries and Services or part of them at the agreed time, the PR shall immediately inform the CO in writing. If the PR does not accept the Deliveries and Services or a part thereof on the agreed date, he nevertheless has to pay the part of the Contract Price due on the delivery date and the CO shall be entitled to store the Deliveries and Services at a suitable place at the expense and risk of the PR. The costs associated with storage (storage costs, possible manipulation and transport costs in case of storage in an external storage facility, etc.) shall be invoiced by the CO to the PR and shall be paid by the PR before shipment of the Deliveries respectively before performance of Services.

4.10. In addition, in the event of a delay of takeover by the PR of more than 8 weeks, the CO reserves the right to withdraw from the Contract in writing in whole or in part after unsuccessful expiry of a reasonable grace period. In this case, the CO shall be entitled to compensation for the damage caused by the default of the PR including indirect damages and consequential damages.

5. Pricing, Taxes

5.1. If the Contract does not provide otherwise, the prices of the CO (hereafter also: Contract Price) are net prices on basis FCA manufacturer's place according Incoterms2020.

5.2. Individual prices listed in the offer of the CO shall only be valid, if the whole scope of the offer is purchased.

5.3. Any taxes, levies, custom duties or other fees incurred in connection with the execution of the Contract shall be borne by the PR. If taxes, custom duties etc. are charged directly to the CO, the PR shall reimburse the CO for such costs.

5.4. The VAT treatment of the Deliveries and Services is subject to the current legal situation of the country in which the transaction is taxable. The charging of VAT (value-added tax) on intra-community transactions or exports from the European Union can only be omitted if the legal requirements are met (for example, presentation of proof of export for a delivery to other EU countries, notification of a valid VAT identification number).

6. Payment Terms, Invoicing

6.1. Unless otherwise agreed between the Parties in the Contract, the following shall apply:
25% of the Contract Price as down payment shall be payable upon receipt of order confirmation and down payment invoice.
The remainder shall be due upon delivery or upon readiness for delivery if delivery is omitted or delayed for reasons for which the CO is not responsible; in the case of Services, the remainder shall be due upon performance of the Services.
If the Parties agree on partial payments, the following shall apply: By accepting a partial invoice without reservation, the PR acknowledges the invoiced partial performance as being in conformity with the Contract and accepts it. The PR reserves the right to assert any rights should defects in the CO's performance become apparent at a later date.

6.2. All payments shall be made in full within 30 calendar days from the invoice date to a bank account nominated by the CO. Each Party shall bear the bank charges of its own bank. The payment date is the day on which the due amount is irrevocably credited to the CO's bank account.

6.3. The CO reserves the right to renegotiate the terms of payment, in case there is reasonable doubt regarding the solvency or creditworthiness of the PR.

6.4. In case of delay of payment of the PR the CO is entitled to interest in the amount of 10% p.a. A prior payment reminder from the CO is not required. In case of delay of payment the CO shall also be entitled to suspend the fulfillment of his own obligations under the Contract until fulfillment by the PR. The assertion of further claims remains reserved.

6.5. The PR agrees that at the choice of the CO invoices (including any supplements) may be sent by email to the PR. Invoices sent by email are deemed as effectively received by the PR.

6.6. Any discount period agreed between the Parties will commence on the invoice date. A cash discount shall only be granted in case of full payment of all due liabilities of the PR to the CO at the time of the discounting.

6.7. If payment in installments has been agreed, the CO reserves the right to demand immediate payment of all outstanding debt in case the PR is late with payment of an installment.

6.8. An offsetting of claims of the PR against claims of the CO shall only be permitted within the scope of the respective Contract (i.e. no cross-business offsetting of claims of the PR out of other Contracts

with the CO) and only if the claim of the CO has been expressly acknowledged in writing by the CO or the claim of the PR has been finally determined by court.

6.9. The PR is not entitled to withhold due payments because of incomplete total delivery, warranty or guarantee claims or other claims under the Contract.

7. Factory Acceptance (prior to delivery)

7.1. If the Parties have agreed on a factory acceptance in the Contract, such acceptance inspection shall take place at the place of production of the Deliveries within the normal working time, except the Parties agree otherwise. The costs of the PR in connection with the inspection (e.g. travel costs, cost for third party, etc.) shall be borne by the PR.

7.2. If the factory acceptance is not carried out, not in time or incompletely without the fault of the CO, the CO is entitled to complete the Deliveries without acceptance and to store and invoice the Deliveries at the expense and risk of the PR.

7.3. If the Deliveries or a part of them prove to be non-conforming to the Contract, the CO shall restore the contractual condition of the Deliveries without delay.

7.4. The CO is obliged to remedy also minor defects, however minor defects do not prevent acceptance. The PR can only repeat the acceptance inspection if there is a significant defect, i.e. a defect which disturbs the functionality of the Deliveries or limits the contractual performance parameters of the Deliveries, if such parameters were agreed in the Contract.

8. Transfer of Risk, Retention of Title

8.1. The risk regarding the Deliveries shall pass to the PR upon delivery at designated place according Incoterms 2020.

8.2. If the Contract includes both erection and commissioning of the Deliveries by the CO, the risk shall pass to the PR upon acceptance by the PR (see Article 10 of the GTC); unless the PR puts the Deliveries or Services into use before a formal acceptance has taken place. In this case, the transfer of risk takes place upon putting into use by the PR.

8.3. In the event of delays in delivery or acceptance, which the CO is not responsible for, the risk shall pass to the PR nevertheless. In this case, the CO is also entitled to invoice the outstanding final payment to the PR.

8.4. If the applicable law does not stipulate otherwise, the CO reserves the title on the Deliveries until full payment by the PR. The PR is not permitted to pass the Deliveries on to third parties before transfer of title without the express consent of the CO.

8.5. In case of a delivery on terms “FCA manufacturing plant” (i.e. pickup by the PR): Transfer of risk and title takes place upon full payment by the PR.

9. Erection and Commissioning, Performance Test

9.1. If the Contract includes erection and/or commissioning of the Deliveries or other related services the following shall apply, except if the Parties expressly agree otherwise:

9.2. General:

9.2.1. The scope, commencement and duration of the services as well as the place of the services (hereinafter referred to as „site“) are agreed individually between the Parties in writing and will be indicated in the order confirmation; in the absence of an order confirmation, the offer of the CO shall be used.

9.2.2. If the CO uses subcontractors in whole or in part to provide the services, the following provisions also apply analogously to the staff of any subcontractors commissioned by the CO.

9.2.3. The PR shall organize at his expense and provide in due time:

a. all preparations on site, so that the CO can start his services without delay, in particular all on-site work
b. any official permits, authorizations, etc. of the plant on site
c. the commodities and materials required for service performance, such as scaffolding, lifting equipment and other equipment, lubricants
d. electricity and water at the place of use
e. sufficient protection of the site from weather influences
f. sufficiently large, suitable, dry and lockable rooms for the storage of the equipment and tools of the CO
g. reasonable working and recreation rooms (with standard equipment such as photocopier, internet, printer), including adequate sanitary facilities

9.2.4. The PR must inform the CO about the respective dangers of the plant and the applicable safety regulations and carry out the appropriate safety measures at site. If, in the CO's opinion, the security situation in the country of service requires increased security measures (for example, countries with a travel warning), the Parties will conclude a separate agreement regarding security measures.

9.2.5. During the performance of the services the PR must establish the operating conditions required according to the prior instructions of the CO in order to ensure a proper and smooth performance of the service.

9.2.6. The (working) staff of the PR or of third parties commissioned by the PR shall strictly follow the instructions of the CO.

9.2.7. In the event of commissioning supervision by the CO, the PR must provide operating and maintenance staff in sufficient number and qualification

9.2.8. For the duration of the services, the PR provides to the CO free of charge:

a. Means of transport or airport transfer to local accommodation of the CO as wells as daily transfer between local accommodation and site, if the CO does not organize this itself.
b. Translator(s) in required number for the whole duration of the services, if a smooth verbal communication in German or English is not possible on site.
c. In case that the PR does not provide the items referred to in Article 9.2.8. the CO shall organize them himself. The CO shall then invoice the related costs to the PR at actual expense and the PR shall pay for these costs.

9.2.9. Delays or other disadvantages due to circumstances beyond the control of the CO, in particular if the PR has failed to fulfill one or more obligations in accordance with these provisions, or if the PR has culpably failed to meet an agreed deadline, shall be on the account of the PR. In this case, the PR shall bear to a reasonable extent the costs for the waiting time and any other additional costs of the CO. Waiting times are invoiced at the normal hourly rate. Agreed deadlines for the CO are extended to an appropriate extent.

9.2.10. The daily rate for the respective services of the CO shall be determined as follows

	erection	commissioning, process audits, machine diagnostics	travel time
within Europe	1,440.00 €	1,580.00 €	1,220.00 €
outside Europe	1,615.00 €	1,970.00 €	1,220.00 €
Countries subject to a travel warning	Only by prior agreement		

9.2.11. The daily rate of the CO is based on a normal working time of 10 hours a day, 6 days a week, and includes statutory allowances, excluding taxes, accommodation, travel costs from/to the site or local accommodation, and any visa costs

9.2.12. The working time shall be agreed between the Parties considering the local conditions, however the normal working time shall be sometime between 06.00 and 20.00 local time. The daily working time starts with leaving the local accommodation to site and ends when returning to the local accommodation place.

9.2.13. For hours worked beyond normal working time, the following overtime payment shall be charged on top of the normal hourly rate:

a. For each additional hour: 50% of the normal hourly rate

b. For each hour worked on Sunday and for each hour worked between 20.00 and 06.00 o'clock: 100% of the normal hourly rate

c. For each hour worked on an Austrian national holiday, that are 1. January, 24. to 26. December, 31. December: 200% of the normal hourly rate

9.2.14. Work on Sundays or on holidays is subject to prior agreement with the PR.

9.2.15. Unless otherwise agreed between the Parties, the services shall be invoiced upon completion or, if the duration of services exceeds a period of more than 1 month, at the end of each month, with a payment deadline of 30 days from the invoice date. Invoicing shall be based on the hourly record sheets kept by the CO.

9.2.16. In addition to the work and travel time, the PR shall pay for the following upon presentation of appropriate receipts (in copy):

a. Accommodation: per person according to European standard

b. Travel costs of the CO's staff (flight (economy class), train (1. Class), taxi, rental car (compact class) or other means of transport) departing from the place of residence of the CO's staff (Austria, Germany, Switzerland) to site and back

c. Kilometre allowance: in case of travel with own car or a company car: € 0,50/km

d. Other costs and expenses in connection with the dispatch of the CO's staff to site, e.g. visa costs

9.2.17. If the duration of the services on site lasts more than 3 months, the CO's staff is entitled to a home leave of 1 week. The costs in connection with the departure and return to site shall be charged by the CO according above mentioned conditions and shall be paid by the PR.

9.2.18. The PR must ensure adequate medical first aid in the event of illness or accident of the CO's staff during the services. If necessary, the PR has to cover the costs of medical care or medicines initially. These costs will be reimbursed by the CO upon presentation of appropriate receipts.

9.2.19. In the event of an outbreak of war, civil unrest, epidemics or the occurrence of a similar security risk in the country where the services are carried out, the PR has to provide all necessary support to ensure a safe trip home of the CO's staff.

9.3. Erection and commissioning supervision:

9.3.1. The CO shall inform the PR in writing about the end of the mechanical erection, when the erection has progressed so far that the cold test of the Deliveries can be carried out.

9.3.2. The time between the end of erection and acceptance is called commissioning. During commissioning, the Deliveries must be available for the commissioning requirements, settings and adjustments of the CO. The commissioning consist of a cold commissioning, a warm commissioning and a subsequent performance test (if such has been contractually agreed - see Article 9.3.9. et seq. of the GTC).

9.3.3. Immediately after the end of erection, the Parties shall take all necessary steps to carry out the so-called cold commissioning. During the cold commissioning the Deliveries, in particular parts such as motors and moving parts, are individually checked without load for their correct erection and functionality.

9.3.4. After successful cold commissioning, the so-called warm commissioning shall follow latest within 7 calendar days. During warm commissioning the Deliveries are checked for their ability to

function under load respectively for their functionality with material in accordance with the Contract.

9.3.5. The CO shall notify the PR timely of the beginning of the commissioning tests (cold and warm commissioning), at least 24 hours before the start.

9.3.6. The PR shall ensure that personnel of sufficient number and qualification as well as any required raw materials, materials or consumables, electricity, gas, air and water are available for commissioning. Any operating licenses or other official authorizations required for commissioning or performance test shall be provided by the PR in due time.

9.3.7. The commissioning date can be postponed by mutual consent, but not longer than 7 calendar days. If after two postponements of a test, for reasons for which the PR is responsible, commissioning is not possible by the agreed date, the Deliveries shall be deemed to have been put into operation anyway.

9.3.8. If deficiencies are found during commissioning, the CO will eliminate them as soon as possible. If there is a minor defect, the commissioning or performance test process (see Article 9.3.9. et seq. of the GTC) must be continued. Minor defects are defects that do not disturb the functional operation or the agreed performance values of the Deliveries. Minor defects will be remedied by the CO as quickly as possible and in a professional manner too.

9.3.9. If the Parties have agreed performance parameters for the Deliveries and a performance test in the Contract, the Parties shall agree on a date for the performance test at the latest within 2 calendar weeks after warm commissioning. The performance test will be carried out by the CO in the presence of the PR.

9.3.10. The date for the performance test can be postponed by mutual agreement, but not longer than 7 calendar days. If after two postponements of the test for reasons, for which the PR is responsible, the performance test can not take place on the agreed date, the performance test shall be deemed to have been performed anyway.

9.3.11. Duration and scope of the performance test is to be agreed in the Contract of the Parties. If the performance test has to be suspended during the first 25% of the required test period, for reasons for which the CO is responsible, the performance test shall be repeated. There shall be no addition of test times before and after an interruption, unless the PR is responsible for the interruption or unless there is only a brief interruption after 75% of the required test period for reasons for which the CO is responsible. A brief interruption is an interruption of maximum of 2 hours.

9.3.12. The PR shall at his own expense provide qualified personnel and all raw materials, electricity, gas, air, water, materials, consumables, equipment and infrastructure as well as any other goods and services required to conduct the performance tests. Any further requirements of the PR shall be defined in the Contract.

9.3.13. The costs for the first three repetitions of the performance tests shall be borne by the PR. The costs of any further repetition shall be borne by the Party responsible for the failure of the prior performance test.

9.3.14. The CO shall receive the full opportunity to fulfill his contractual obligations regarding measurement, alignment, adjustment and modification of Deliveries until acceptance. The production has a secondary importance during commissioning.

9.3.15. If the performance parameters are reached outside a performance test during the operation of the Deliveries, the performance parameters shall be deemed to have been met, even if no performance test has been performed.

10. Acceptance

10.1. The acceptance of the Deliveries and Services shall take place after successful commissioning. For record purposes the acceptance will be documented by an acceptance protocol signed by both Parties. Signing of the acceptance protocol shall not be withheld for unreasonable grounds nor for minor defects. Any existing minor defect shall be documented in the acceptance protocol. The CO shall remedy such defects within a reasonable period of time.

10.2. Until acceptance the operation of the Deliveries by the PR is only permitted with the written consent of the CO. If such operation is permitted, the operation shall be at the risk of the PR. Lifetime guarantees start from first operation. Wear and tear of Deliveries during operation shall be on the PR's account and shall be taken into account in a later performance test.

10.3. In each of the following cases, the acceptance is deemed to have taken place:

10.3.1. The warm commissioning was successful, but the signing of a protocol was nevertheless omitted;

10.3.2. The performance test shows that all contractual performance parameter have been fulfilled, but the signing of a protocol was nevertheless omitted;

10.3.3. The performance parameter have been achieved outside a performance test during operation of the Deliveries;

10.3.4. In case of Article 9.3.7. and 9.3.10. of the GTC;

10.3.5. after the third unsuccessful repetition of performance test, if the failure of performance test is due to reasons the PR is responsible for. If the failure of the performance test is due to reasons for which the CO is responsible, the acceptance shall be deemed to have taken place upon payment of compensation according Article 12 of the GTC or payment of liquidated damages (if liquidated damages have been contractually agreed between the Parties);

10.3.6. If, for reasons the CO is not responsible, the commissioning or performance test cannot be successfully completed within 12 months from last delivery; or

10.3.7. If the PR uses the Deliveries productively or if the PR has commissioned the Deliveries or part of the Deliveries without the attendance of the CO.

10.4. The partial or total lack of documentation does not entitle the PR to refuse acceptance. The outstanding parts of the documentation shall be listed in the acceptance protocol and shall be submitted by the CO within a reasonable period of time.

11. Warranty

11.1. The CO warrants that the Deliveries and Services comply with the Contract, in particular the contractual specifications, at the time of transfer of risk. The CO assumes no warranty or other liability for other than the expressly agreed characteristics or a certain usability of the Deliveries for specific purposes.

11.2. The CO assumes no liability for deterioration, loss or improper handling of the Deliveries that arise after the transfer of risk. In particular, but not limited to, a liability or warranty of the CO is excluded in the following cases:

a. Usual wear and tear or excessive use;

b. Wear and tear on parts that are in contact with material (e.g. lining, sealings, etc.), if no lifetime guarantees have been agreed. In case a lifetime guarantee has been agreed, a replacement of parts worn prior to the end of the agreed lifetime shall be on basis "pro rata temporis";

c. Improper operation or operation that deviates from the underlying design parameters, improper maintenance, failure to follow instructions or recommendations of the CO's

personnel or failure to comply with the operation and maintenance manuals or other documentation to the Contract;

d. Improper erection by the PR or by a third party attributable to the PR;

e. Modifications or intervention on the Deliveries by the PR or by a third party attributable to the PR; or

f. Commissioning of the Deliveries without the attendance of the CO

11.3. The PR shall notify the CO about any defects in the Deliveries and Services in writing describing the defect without delay, in any case within 7 calendar days after transfer of risk; otherwise the Deliveries and Services are considered approved. For defects which were not visible even with careful examination at the time of transfer of risk, a period of 7 calendar days from the time of recognizability applies, however maximum until expiry of the warranty period. In case of an improper or late notice of defects, the right of the PR for warranty claims and other compensation claims as well as the right to appeal on the grounds of error shall be forfeited. Defects which were already recognizable during a factory acceptance (see Article 7 of the GTC) shall be reported in writing to the CO within a maximum of 7 calendar days from factory acceptance date. A later notice of defects shall be considered as expired.

11.4. Defects notified in due time will be remedied by the CO within reasonable time at the CO's choice by either repair or exchange of the concerned parts. At the request of the CO, the concerned parts or a sample thereof shall be provided in advance to the CO for examination. The fulfillment of all warranty obligations of the CO shall be on the basis of the agreed delivery term of the Deliveries according to the contract, unless the CO considers an on-site repair or return to the manufacturer's workshop or to another place designated by the CO as more appropriate.

11.5. The PR shall at his own costs take care and allow to the CO the following:

- Safe access to the concerned parts; if required the parts must be cleaned or cleared from any sticking material to enable safe access
- Access to operation and maintenance data

In addition, the PR shall take care of any required procedure on foreign components, i.e. components which are not part of the Deliveries of the CO, as far as this is necessary for the remedy of the defect by the CO (for example, necessary disassembly and / or reassembly).

11.6. At the request of the CO, the PR shall return the defective parts to the CO as well as ensure that ownership of the replaced defective parts is transferred to the CO.

11.7. If the remedy of defects by the CO is not carried out within a reasonable period of time, the PR can, after setting a reasonable grace period to the CO which must be designated as such, either remedy the defect himself or have it remedied by a third party or demand a reasonable price reduction. The CO shall reimburse the PR for the direct costs incurred in connection with such remedy of defects, provided the costs can be reasonably substantiated by the PR (for example, work reports, invoice copies, etc.). In the event that the CO is not granted the opportunity to remedy the defect within a reasonable period of time, the PR shall not be entitled to any compensation for any defect rectification costs.

11.8. The CO has the right to reject the remedy of defects if this is not possible or economically unreasonable. In this case the PR may demand an appropriate reduction of the Contract Price.

11.9. The warranty period is 12 months from the date of delivery or completion of service. In case the delivery or service completion is omitted or delayed for reasons that are not attributable to the CO., the warranty period runs 12 months from the date of readiness for delivery or readiness for service performance. The warranty period for repaired or replaced parts is 12 months from the date of repair or replacement. The burden of proof that a defect existed before or at the time of the transfer of risk is on the PR. Article 924 of the Austrian Civil Code is excluded.

11.10. A contractual guarantee shall only be valid if agreed separately and in writing between the Parties. If a guarantee is agreed, the agreed guarantee period shall apply instead of the warranty period, thus the warranty period of Article 11.9 of the GTC will not be extended.

11.11. Cybersecurity and operator obligations: Where the Deliveries include software or products with digital elements, the CO shall provide required security updates within the scope of its statutory obligations. The PR is responsible for the security of its IT and network environment and for the timely and proper installation of security updates provided. In particular, the PR shall implement appropriate safeguards against unauthorized access, comply with the CO's security instructions and notify the CO without delay of any identified security-related incidents. To the extent permitted by law, the CO shall not be liable for damage resulting from a failure to comply with these obligations.

12. Liability

12.1. The CO shall be liable for any damages arising from or in connection with the Contract, for whatever legal reason, only in the case of intent or gross negligence. The liability shall be limited to 25% of the Contract Price per damage case and in total for all damage cases limited to 50% of the Contract Price. Any further liability of the CO is excluded.

12.2. In no event shall the CO be liable for indirect or consequential damages (such as but not limited to business interruptions, loss of production or similar), for loss of profit, for unearned revenues, capital costs, interest losses as well as for pure financial losses.

12.3. In case of bodily harm by the fault of the CO, the CO shall be liable according to the legal provisions as per Article 19 of the GTC.

12.4. The burden of proof that damage is the result of the fault of the CO is on the PR. All claims of the PR arising out of or in connection with the Contract shall expire no later than 36 months after transfer of risk of the Deliveries.

13. Export Control Regulations

13.1. The CO's fulfillment of the Contract is subject to the condition that any necessary export control approval will be granted and that the fulfillment of the Contract will not be impeded by other national or international (e.g. US) foreign trade law requirements, embargoes and/or other sanctions.

13.2. The PR will provide the CO with any documents and information necessary in connection with export control proceedings within a reasonable period of time, if required by the CO.

13.3. No-Russia/No-Belarus Clause:

(1) The PR shall not sell, export or re-export, directly or indirectly, to the Russian Federation and/or Belarus, or for use in the Russian Federation and/or Belarus any goods supplied under or in connection with this Contract which fall within the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The PR shall use its best endeavors to ensure that the purpose of paragraph (1) is not frustrated by third parties in the wider chain of commerce, including potential resellers.

(3) The PR shall establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the wider chain of commerce, including potential resellers, that would frustrate the purpose of paragraph (1).

(4) Any breach of paragraphs (1), (2) or (3) shall constitute a material breach of an essential term of the Contract and the CO shall be entitled to seek appropriate remedies, including but not limited to:

(i) termination of this Agreement; and

(ii) a contractual penalty of 10% of the contract price of the exported goods. Should the EU Commission require a higher binding minimum value for the aforementioned contractual penalty, this higher minimum value shall apply to the contractual penalty.

(5) The PR is obliged to inform the CO immediately of any problems in the application of paragraphs (1), (2) or (3), including any relevant activities of third parties that could frustrate the purpose of paragraph (1). The PR shall provide the Contractor with information on compliance with the obligations under paragraphs (1), (2) and (3) within one week of requesting such information from the CO.

13.4. Upon request, the PR shall submit an end-user certificate to the CO within one week of the CO's request.

14. Industrial Property Rights and Copyrights

14.1. The CO guarantees that the Deliveries and Services do not violate industrial property rights or copyrights (hereinafter referred to as „property rights") of third parties in the place of destination that has been named by the PR when concluding the Contract.

14.2. If a third party raises a legitimate claim against the PR due to the infringement of property rights by the Deliveries and Services of the CO, under the condition that the Deliveries are used by the PR in accordance with the Contract, the CO shall be liable as follows:
The CO shall at his choice and at his own expense, either obtain a right of use for the Deliveries and Services in question, change them so that any property right is no longer violated or replace them. If this is not possible for the CO with reasonable effort, the CO shall take back the concerned part of the Deliveries and refund the PR the price for this part deducting an appropriate compensation for use.

14.3. The CO's obligations mentioned above shall only be valid, if the PR immediately notifies the CO in writing about the claims asserted by the third party, if the PR does not acknowledge a breach of property rights toward the third party and if he reserves all defensive measures and settlement negotiations to the CO.

14.4. Claims of the PR are excluded, if the PR is responsible for the infringement of property rights, in particular if the infringement of property rights is due to special requirements by the PR or due to the use of the Deliveries by the PR in a way that is not foreseeable by the CO or if it is the result of changes of the Deliveries by the PR or the use of the Deliveries together with equipment not supplied by the CO.

14.5. Further claims or rights of the PR other than those referred to in this Article are excluded.

15. Confidentiality

15.1. Any business matters brought to the other Party by either Party in connection with the Contract and its execution, in particular business and trade secrets, as well as know-how, data and other information shall be treated confidentially and shall not be made available to third parties unless:

15.1.1. they are publicly known;

15.1.2. they were known by the receiving Party prior to the Contract without any obligation of confidentiality;

15.1.3. they are made available to the receiving Party by a third party without breach of a confidentiality obligation;

15.1.4. they have been developed by the receiving Party demonstrably independently; or

15.1.5. they are to be disclosed on the basis of an administrative or judicial order.

15.2. This confidentiality obligation shall survive the expiration of the Contract.

15.3. Intellectual property rights to the confidential information, such as intellectual property, trademarks and copyrights, etc. remain with the Party that has provided the information. A right of use exists exclusively for the purpose of the Contract (e.g. for the operation and maintenance of the Deliveries); any further use requires the express written agreement of the Parties.

16. Data Protection

16.1. The PR agrees that information that falls under the data protection law, in particular personal data, which the CO acquires in the course of his activities for the PR, may be processed in accordance with the applicable data protection law. The PR further agrees that the data shall be retained by the CO beyond the fulfillment of the Contract for the fulfillment of legal requirements and for information purposes in regards to the business relationship with the PR.

16.2. The PR is entitled to request from the CO free of charge information about the personal data stored about him. In addition, the PR has the right of correction of incorrect data, restriction, revocation, opposition and deletion of personal data, insofar as this does not preclude a statutory retention obligation.

16.3. Upon conclusion of the Contract the PR agrees that any data in connection with the execution of the Contract may also be passed on to any subcontractors of the CO.

16.4. The PR agrees that the CO may name him as reference customer for tenders, publications, lectures, etc.

16.5. The CO is entitled to produce image and/or video material from the deliveries and services of the CO at any time prior to handover of the deliveries and services to the PR and to use the image and/or video material for documentation, quality assurance or research purposes as well as to use in publications for advertising or reference purposes. The CO is also entitled to make publications on the deliveries and services provided to the PR, whereby the PR shall only be named in such publications with the PR's consent.

16.6. Publications and communications: The PR shall make any publication or public reference to the CO, the CO's trademarks, products, projects, employees or business relationships only with the CO's prior written consent. This applies in particular to social-media posts, press releases, specialist articles, presentations, reference lists, marketing materials and other public communications. Any approval granted applies solely to the specific content, timing and communication channel reviewed and approved and may not be modified, reused or transferred to other media without renewed consent. In the event of a breach, the CO shall be entitled to require deletion or correction of the publication and to take any other legal action available.

17. Termination Rights

17.1. Each party shall be entitled to terminate the Contract in whole or in part with immediate effect by written notice if a good reason arises. In particular the following cases constitute a good reason:

- If the other Party breaches a material contractual obligation (e.g. payment obligation) and fails to remedy the breach in accordance with the terms of the Contract despite a written request from the other Party within a reasonable grace period, which must be stated as such;
- if a claim for restitution or insolvency proceedings or proceedings similar in its effects is applied for or opened on the assets of the other Party or if the opening of such proceedings is refused due to insufficient assets; or if there are legitimate concerns regarding the creditworthiness of the PR and the PR fails to make an advance or partial payment or other payment security within a reasonable period of time despite the request of the CO (e.g. bank guarantee);
- if there is a significant change in the shareholder structure or corporate structure of the PR or if the technical, legal or economic conditions of the Contract change in such a way that adhering to the Contract becomes unacceptable for the CO; or
- if it shows after conclusion of Contract that the material that should be processed for the Contract induces an unacceptable health risk.

17.2. A termination by the PR shall not cover the part of the Deliveries and Services, which has already been performed according to the Contract prior to the termination.

17.3. Already rendered Deliveries and Services by the CO shall be paid according to the agreed Contract price, but deducting the costs saved due to the early termination of the Contract. The PR shall immediately upon termination return to the CO all data and documents provided by the CO.

17.4. In case of a termination by the CO, the CO is entitled to compensation for damages and wasted expenses incurred by the CO due to the early termination. Further termination rights of the CO according to the applicable law and the GTC are reserved.

18. Miscellaneous

18.1. Place of performance of the Contract is the registered office of the CO, if the Parties do not agree otherwise in the Contract.

18.2. The assignment of a claim of the PR from the Contract is only permitted with the express consent of the CO.

18.3. The transfer of the Contract or part of it, including the rights and obligations therein, by the PR to third parties is only permitted with the prior written consent of the CO.

18.4. Changes and additions to the Contract or the GTC must be in writing in order to be effective. Same applies for the cancellation of this formal requirement. No verbal side agreements have been made.

18.5. Should any or several provisions of the GTC or an underlying Contract in whole or in part be invalid, ineffective, unlawful or unenforceable, this shall not affect the validity of the remaining provisions. In such event, the Parties will replace the invalid, ineffective, unlawful or unenforceable provision with one that achieves most closely the economic purpose of this provision to the extent permitted by law.

18.6. Contractual language is German or English at the choice of the Parties.

18.7. In case of a regulatory gap in the GTC or an underlying Contract only the applicable law according Article 19 of the GTC shall apply.

18.8. “Written” or “in writing” in terms of the GTC shall mean in text format by letter, email or fax.

19. Applicable Law, Jurisdiction

19.1. The Contract, the GTC and all disputes arising out of or in connection therefrom shall be governed by Austrian substantive law, excluding the rules on conflict of laws of the Austrian International Private Law and excluding the Convention on the International Sale of Goods (CISG) 1980, as amended.

19.2. Exclusive place of jurisdiction shall be at the court that is competent for the registered seat of the CO in Austria.