

GENERAL TERMS AND CONDITIONS FOR CUSTOMERS

Documented Information DI-0011/2

1. Scope of Validity

These terms and conditions apply to all legal transactions and legal relationships between SWACRIT systems GmbH as contractor (hereinafter referred to as "Contractor") and the customer as client (hereinafter referred to as "Client") unless the contracting parties have expressly agreed otherwise in writing. In particular, the Client's terms and conditions shall only be valid if they have been expressly recognised by the Contractor in writing.

2. Offers / Cost Estimates

The Contractor shall accept offers or orders by written confirmation.

Cost estimates shall be prepared by the Contractor to the best of its knowledge, but no guarantee can be given for their completeness and accuracy. The offers are subject to change insofar as the Contractor may exceed the costs stated therein by up to a maximum of 10 (ten) per cent, insofar as the Client does not object within 14 (fourteen) days of receiving notification regarding the cost overrun.

3. Delivery / Service

Delivery shall be EXW (INCOTERMS® 2020). Delivery/service deadlines are non-binding unless they have been expressly agreed as binding in writing in the order confirmation or in the individual contract.

If the expected delivery date announced by the Contractor cannot be met or if other changes affecting the delivery occur, the Contractor shall inform the Client immediately and announce the new expected delivery date. If the Contractor is prevented from fulfilling its obligations due to the occurrence of unforeseeable circumstances or circumstances for which the Contractor is not responsible, such as operational disruptions, sovereign measures and interventions, energy supply difficulties, failure of a supplier that is difficult to replace, strike, obstruction of transport routes, delay in customs clearance or force majeure, the delivery/performance period shall be extended to a reasonable extent. It is irrelevant whether these circumstances arise with the Contractor itself or with one of its suppliers or subcontractors. Reasonable partial deliveries and deviations of +/- 10% from the order quantity for series deliveries are permissible.

4. Remuneration / Prices / Payment / Right of Retention

Unless otherwise agreed, invoices from the Contractor to the Client are due for payment within 30 days. The Contractor may issue partial invoices for partial deliveries.

In the event of late payment, the statutory default interest for business transactions shall apply (currently 9.2% above the base interest rate). A processing fee of at least 7.00 EUR shall be charged for each written notice.

If partial payments have been agreed, the deadline shall be lost if even one partial payment is not made on time or in full. The entire outstanding balance shall be due for payment immediately upon the occurrence of a missed deadline. In the event of default, the Contractor shall be entitled to take the goods delivered subject to retention of title into safekeeping without cancelling the purchase contract until the entire claim, including ancillary costs, is covered in full.

The Contractor is entitled to demand a higher fee or purchase price than agreed if the calculation basis existing at the time the order is placed, such as raw material prices, the exchange rate or collectively agreed labour costs, changes after the contract is concluded.

Unless expressly stated otherwise, all prices and charges do not include the applicable statutory sales tax.

The concessions agreed upon conclusion of the contract, such as discounts and rebates, shall be granted on condition that payment is made on time and in full. In the event of a delayed payment, even for only part of a service, the Contractor shall be entitled to subsequently invoice such service.

The assertion of a right of retention and defence of unfulfilled contract by the Client in the event of alleged defects is excluded. Offsetting by the Client with counterclaims or with alleged price reduction claims is only permitted if the claim has been legally established or has been recognised in writing by the Contractor.

Should the Client's financial circumstances deteriorate, the Contractor shall be entitled to demand immediate payment of the agreed remuneration or purchase price and to execute the order only against advance payment.

5. Transfer of Risk

The place of fulfilment is the Contractor's registered office.

The risk shall pass to the Client as soon as the Contractor has the purchased goods/work ready for collection from the factory or warehouse, irrespective of whether the goods are handed over by the Contractor to a carrier or transporter. Sufficient transport insurance will only be taken out at the written request of the Client.

6. Retention of Title

All goods and products shall remain the property of the Contractor until full payment has been made by the Client, even if the items to be delivered or manufactured are resold, modified, processed or mixed.

In the event that the Client acquires sole or co-ownership of the Contractor's property by combining, blending or mixing it with other movable items to form a uniform new item, the Client hereby assigns ownership to the Contractor as security for its claim, while simultaneously agreeing to properly store the new item for the Contractor at no charge.

The goods/purchased items may not be mortgaged, transferred by way of security or otherwise encumbered with third-party rights until all of the Contractor's claims have been paid in full. In the event of seizure or other claims, the Client is obliged to indicate the Contractor's right of ownership and to inform the Contractor immediately. Even in the event of resale of the goods subject to retention of title or the new item produced from them, the Client must inform its customer of the Contractor's ownership.

7. Warranty

The warranty period is limited to six months and begins from the transfer of risk within the meaning of these GTC.

The existence of defects must be proven by the Client; contrary statutory provisions regarding a presumption of defectiveness shall in no case apply.

No warranty claims shall exist in the case of defects caused by improper handling or overuse; if statutory operating or installation instructions issued by the Contractor are not followed; in the case of faulty and/or incorrect assembly / commissioning by the Client or third parties; in the case of natural wear and tear, transport damage, improper storage, operating conditions that impair function (e.g. inadequate power supply), chemical, electrochemical or electrical influences; failure to carry out necessary maintenance, poor maintenance or defects caused by comparable acts or omissions.

Notices of defects and complaints of any kind must be made in writing without delay, stating the possible causes, otherwise the warranty claims shall be forfeited. Notices of defects and complaints made verbally, by telephone or not made immediately will not be considered. Following the completion of an agreed upon inspection procedure, the complaint of defects that were detectable during the inspection is excluded.

If goods or purchased items are manufactured or processed on the basis of information, drawings, plans, models or other specifications provided by the Client, the Contractor shall only provide a warranty for implementation in accordance with the specifications.

If the Client makes changes to the goods or purchased items supplied without the Contractor's prior written consent, the Contractor's warranty obligation shall lapse.

In the case of warranty, the Contractor shall be entitled to determine the type of warranty (improvement, replacement, price reduction or cancellation) itself.

8. Liability and Product Liability

The Contractor shall only be liable for damage caused willfully or through gross negligence.

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Liability for slight negligence is excluded with the exception of personal injury. The fault of the Contractor must be proven by the Client. Liability for indirect damage, consequential damage, loss of profit, financial loss, damage due to business interruption, loss of data, loss of interest and damage due to third-party claims against the Client shall be excluded.

Any liability of the Contractor shall be limited to the amount of the agreed remuneration or the purchase price for the respective order. Contracts accepted by the Contractor shall only be accepted subject to this limitation of liability. Any further liability on the part of the Contractor is expressly excluded.

The Client must inform the Contractor immediately of any defects discovered in the goods or purchased items, otherwise any claims shall be forfeited. Claims for damages must be asserted in court within six months, otherwise they shall lapse.

Liability is generally excluded in the event of non-compliance with any conditions for assembly, commissioning and use or the official authorisation conditions.

If, in any case whatsoever, a penalty has been agreed upon at the expense of the Contractor, this shall be subject to the judicial right of moderation and the assertion of claims for damages in excess of the penalty shall not be admissible.

9. Premature Termination of Contract and Error

If a delivery/service is not possible for reasons for which the Client is responsible or if the Client fails to fulfil a legal or contractual obligation to the Contractor, the Contractor shall be entitled to withdraw from the contract.

In this case, the Client shall compensate the Contractor for all resulting disadvantages and loss of profit.

Withdrawal from the contract by the Client due to delayed delivery is only possible by setting a reasonable grace period, which must at least correspond to the originally announced delivery period. The cancellation must be asserted by registered letter. The right of cancellation shall only apply to the part of the delivery and service in respect of which there is a delay.

The Client waives the right to rescind/adjust this contract on the grounds of error.

10. Taking Over Items Belonging to the Client or a Third Party for Processing and Treatment

The aforementioned provisions shall also apply, subject to the following provisions, to an item provided by the Client for processing and finishing by the Contractor: if the Contractor accepts an item provided by the Client for processing or finishing commissioned by the Client, it shall not be obliged to examine and warn the Client as to whether the item is suitable for the commissioned processing or finishing. The Client shall only be obliged to issue a warning if the unsuitability of the item provided is so obvious that it can be established without inspection. In all other respects, the Contractor's liability for damage to the item provided shall in any case be limited to the order value of the processing or treatment.

11. Industrial Property Rights

The Client shall be liable for ensuring that any design details, drawings, models or other specifications provided for production do not infringe the property rights of third parties. In the event of any infringement of industrial property rights, the Client shall indemnify and exempt the Contractor from any claims.

Software, implementation documents, such as plans, sketches and other technical documents, as well as samples, catalogs, brochures, illustrations and the like shall remain the intellectual property of the Contractor and shall enjoy copyright protection. Any reproduction, distribution, imitation, processing or utilization of the same that is not expressly permitted shall be inadmissible.

The Contractor shall be entitled to make any plans, sketches, etc. provided by the Client available in anonymized form to its subcontractors for the provision of services or implementation. The Contractor shall execute appropriate non-disclosure agreements with these subcontractors in advance.

12. General Information

Amendments or additions to a contract concluded between the Client and the Contractor must be made in writing. This shall also apply to any waiver of the written form requirement.

A complete or partial transfer of the Client's rights and obligations arising from the contract concluded with the Contractor to third parties requires the written consent of the Contractor.

Should any provision of these GTCs be or become invalid, this shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced by the contracting parties with a provision that comes closest to the invalid provision and is customary in the industry. The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between the Contractor and the Client shall be the court with local jurisdiction for the Contractor's registered office. The Contractor shall also be entitled to take legal action at the Client's general place of jurisdiction.

The contracting parties agree that Austrian law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded by mutual agreement.

The Client must notify the Contractor immediately in writing of any changes to its name, company name, address, legal form or other relevant information.

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