



General terms and conditions for delivery of INNOWELD-Metallverarbeitung Gesellschaft m.b.H.

1. Applicability of the General Terms & Conditions of Delivery

- a) Our company only delivers on the basis of the subsequent Terms & Conditions of Delivery which are deemed acknowledged through contract assignment and binding for both parties thereto. Any deviating agreements require our express written confirmation to come into effect. For performance of assembling our Terms & Conditions of Assembly are deemed additionally applicable.
- b) All offers are subject to confirmation and prior sale.
- c) Acceptance of our offers by the ordering party is only legally binding if we have received such in writing.

2. Data Protection

We herewith inform that we process personal data in accordance with DSGVO Art. 6 para. (1) lit b for fulfillment of contracts or pre-contractual actions and transmit them to third parties commissioned by us to carry out the order, as far as this is necessary for the fulfillment of the contract.

3. Pricing & Terms of Payment

- a) The agreed prices are calculated on the material and labor costs at the time of contract conclusion. Should these increase by the time of delivery - irrespective of grounds - we are entitled to charge such cost increases in full to the ordering party.
- b) In case of contract conclusions without price agreement, we shall charge the sales prices valid on the day of delivery and, for custom-made products, on the basis of the material and labor costs valid on the day of delivery.
- c) Unless otherwise agreed the prices are ex-works from our plant. The delivery is also performed at the cost and risk of the ordering party when free delivery has been agreed.
- d) Unless otherwise agreed one third (1/3) of the price is to be paid upon order, one third (1/3) upon notification of readiness for dispatch and one third (1/3) following completed delivery.
- e) Retaining of the sales price or the work remuneration in full or in part thereof due to warranty or any other claims, in particular any setting off, is deemed excluded without our express written consent.

4. Materials

Measurements, weights, quantity mappings, drawings, blueprints, measurement and weight specifications in catalogues, offers, advertising, folders etc. are not binding. Such are subject to change at any time; blueprints and other materials remain our property if no transaction is concluded. In such case the recipient of the materials is to return such to us immediately.

5. Performance

We reserve the right to modify the construction. Our contractual obligation to deliver is deemed satisfied when we transmit the notification of readiness for dispatch to the ordering party.

6. Transfer of Risk

At this point (4) all risks related to the works or the purchased object matter are transferred to the ordering party who is to take care of the required insurance protection themselves and at their own expense. We shall only insure the works or purchased object if we have explicitly agreed this in writing with the ordering party.

7. Delivery Date & Delivery Time

- a) The delivery time only starts to run with the receipt of the down-payment and clarification of all technical and commercial details as well as receipt of construction drawings confirmed by the ordering party.
- b) Compliance with the delivery date and delivery time is dependent upon the compliance of all performance by the ordering party which they are to satisfy prior to delivery as contractually agreed.

- c) Force majeure and other encumbrances beyond our sphere of control or the sphere of control of our suppliers related to the production or delivery shall extend the delivery time and postpone the delivery date without entitling the ordering party to any legal claims resulting therefrom.
- d) A contractual penalty agreed for the case of exceeding the delivery date or delivery time may only be demanded by the ordering party if the delivery delay is demonstrably attributable to our negligence.
The contractual penalty may thereby not exceed five percent (5%) of the value of the delayed delivery and/or partial delivery and/or the agreed remuneration for works.
- e) Should a delivery delay be attributable to us, the ordering party may only demand performance. Any other claims irrespective of their reason are deemed excluded. This also applies to indemnification claims due to delayed delivery.
- f) Should our suppliers be in default with their deliveries it is at our discretion to rescind from the contract without entitling the ordering party to any claims arising therefrom.

8. Warranty

- a) For defects in the delivered work or purchased object irrespective of whether covered by contract for works and services or purchase contract we accept only liability limited to our remedying all and any defective parts ex-works free of charge or - at our discretion - deliver those new parts which due to faulty construction or production become unusable within six (6) months from contract performance (item 3) respectively within three months when using the installations in day and night shifts.
We shall be entitled to remedy any defect for so long and as often until such has been completely remedied. Should a warranty period of over six (6) months be agreed, then such is only applicable to single-shift operation on the basis of an eight-hour working day. In the case of multi-shift operation or longer working hours the warranty period shall be proportionally truncated.

- b) Defects are to be reported in writing without undue delay and the specified parts with identified faults are to be shipped free of charge when requested.
- c) We shall be liable for material defects during the same period (7a) only to the extent that we should have identified such defects when applying due specialist diligence and only to the extent warranted to us by our supplier.

Our obligation to warrant and indemnify is in such case limited to transferring the warranty and indemnification claims against our supplier to the ordering party.

- d) In the case of resellers we are only liable within the framework of our suppliers' liability (item 7c is accordingly applicable).
- e) We accept no liability for damages resulting from use related wear and tear, inadequate maintenance, improper use or circumstances outside normal operating conditions.
- f) Should the ordering party remedy a defect within the warranty period themselves, we shall only reimburse the costs thereof if we have consented in writing thereto prior to such improvement by the ordering party.
- g) As long as the ordering party is in default with any of the obligations incumbent on them, we are not obliged to remedy defects. This is also applicable when our remedial work or substitute performance is impeded due to improvement work assigned by the ordering party without our authorization.
- h) In case of deliveries including assembly we are only liable when idle operation and commissioning is effected by our own bodies directly after completion of installation.
- i) Liability in terms of the aforesaid stipulations is only valid for the ordering party (first purchaser). In the case of resale of delivered works or sold object all and any warranty and indemnification claims are deemed void. If a delivery is based on specifications, drawings or models of the ordering party, then they are responsible for all and any damages and legal detriments we might suffer from production of such. This is in particular applicable to any industrial property rights (patent law) issues. In such cases our liability only extends to our production of the works having taken place in compliance with the specifications of the ordering party.
- j) Our warranty obligations are limited in all cases only to the entitlement to remedy of defects attributable to us as set forth in item 7a. Any other warranty or indemnification claims of the ordering party beyond this scope, in particular claims for indemnification for damages to works or sold object or damages not caused directly to the delivered object are deemed excluded.

In case of contract work we warrant that for such parts of work where defects excluding any usefulness of the goods can be unobjectionably attributed to us we shall - at our discretion - either rectify such or issue a credit note always limited however to the amount of the contract remuneration which is or would have to be proportionally paid for the justifiably objected and presented parts; all and any contract works are accepted by us only subject to this liability clause. Any warranty and indemnification claims beyond this scope are deemed excluded.

- k) In the case of defect remedy no extension of the stipulated warranty obligation applies.
- l) We assume no warranty upon acceptance of repair orders and performance of work on new installations which have not been delivered by us.

9. Duty to Compensate

Duty to compensate pursuant to the Product Liability Act for property damage as well as product liability claims which may be derived from other stipulations are deemed excluded.

Any indemnification is deemed excluded should any stipulations related to assembly, commissioning and use (as specified in the operating instruction for instance) or official approval conditions not be complied with. Limitations of liability are to be made fully incumbent on any potential buyers along with the obligation to make such incumbent on their future partners.

10. Retention of Title

The delivered object matter remains our property until all financial obligations of the ordering party have been fully settled.

The ordering party is only entitled and empowered to sell the goods subject to title retention when their receivables from such resale are transferred to us. The ordering party is not entitled to cede such receivables in any way.

In the case of garnishment of articles subject to our retention of title or in the case of claims of third parties to such, the ordering party is to assert our title thereto and inform us without undue delay thereof.

11. Default of the Ordering Party

- a) If the ordering party is in default with just one of the agreed payments or any other contractual obligations, such shall be deemed failure to meet the obligations and all outstanding payments are deemed due immediately. In such case interest rates of five percent (5%) above the respective discount interest rate of the Austrian National Bank are to be reimbursed to us from this point on.

The ordering party undertakes for the case of their failure to pay the agreed remuneration to reimburse to us all and any extrajudicial dunning and collection charges.

- b) In such case it is at our discretion to rescind from the contract after expiry of a reasonable period of grace set or granted by us to them. In such case we are entitled to demand for merchantable goods a cancellation fee of ten percent (10%) of the sale price of the delivery subject matter plus our expenses if the subject matter has not yet been transferred to the ordering party. For custom-made products we are in such case entitled to provide the already completed parts of the deliverables to the ordering party and charge our thereto related outlays along with a cancellation fee of ten percent (10%) of the sale price of the deliverables.
- c) Should the ordering party be in default and the deliverables have already been handed over to the ordering party, we are entitled to demand from the ordering party return of such deliverables along with a cancellation fee of ten percent (10%) and reasonable remuneration for wear and tear taking any payments already received from the ordering party into account.

12. Place of Performance & Venue

The registered office of our company in Mürzzuschlag-Hönigsberg is deemed the place of performance for deliveries and payments; the venue for all legal disputes arising directly or indirectly from the contractual relationship between us and the ordering party is deemed the court competent for the registered office of our company. We are however also entitled at our discretion to institute an action against the ordering party at their ordinary place of jurisdiction.

It is deemed agreed that the Austrian legal regulations are exclusively applicable to all and any legal issues arising from the contractual relationship.