

GENERAL CONDITIONS OF SALE AND DELIVERY

1. Application

All our business transactions are based on our General Conditions of Sale and Delivery. The general conditions of our customers are regarded as not being added and do not commit us even if we do not expressly contradict them. Our business conditions also apply to all future legal transactions with us. If writing or the written form is required in these General Conditions of Sale and Delivery, copies of hand-signed documents sent by fax or as .pdf by e-mail as well as electronic signatures of digital documents signed via an electronic signature system are considered equivalent.

2. Communication

Our business partners are obliged to treat any correspondence with us with special diligence. Particularly, all current "best practices" ensuring a secure exchange of information, integrity of any message content and the reliable identification of sender and receiver must be strictly followed and have to be implemented (especially: scrutiny of e-mail-headers and signatures). Our business partners are fully liable for the safety and security of all information exchanged with us and have to fully indemnify us for any damage arising out of or in connection with any unauthorized access to and/or abuse of their internal or external IT-infrastructure or any other breach of their obligations out of this section.

3. Offers

Our offers are subject to alteration. Orders placed with us only become binding with our written confirmation, the conclusion of a written purchase contract or by actual execution. The customer remains bound by his orders in the absence of an explicitly set deadline for acceptance by order confirmation for a reasonable period with regard to the type and scope of the order, in any case at least 14 days. Contract withdrawals from contracts which were made bindingly require our written consent. A one-sided challenge of error or mistake by the customer is therefore excluded.

In the event of approval, the customer is liable for the damages which arise to us and at least 20 % of the value of the order.

4. Quality

Normal commercial quality is agreed as the delivery quality.

Our samples are always non-binding representative samples. Our quality and analysis details are to be regarded as only approximate - also as regards the highest and lowest limits. We give no guarantee on the delivery being absolutely true to the sample. The suitability of the goods for the customer's intended use must be examined by the customer. We do not take any warranty or liability in this respect (no "fit for purpose" liability).

5. Prices

All prices are understood to be ex-works including packaging and without transport. If freight, customs duties, taxes or other charges are expressly included in the sales price, then any increases in these additional costs which occur after conclusion of the deal - and also any new charges - are to be borne by the purchaser. If there is a liability to sales tax, the price is increased by the sales tax which is to be paid by the purchaser.

If the setting of the price is based on what can be proved to have been a considerable error in calculation which occurred on our part, we are entitled to withdraw from the contract without consequential damages. The purchaser can avoid these by his immediate readiness to pay that price which results when the error which occurred is omitted.

6. Delivery

In case we bear the freight costs, we may choose the means of transport. Quoted delivery periods are only approximate. We accept no liability for keeping to these. Fixed periods must be expressly agreed as such. Working-day statements alone are not sufficient for this. Even in the case of agreed fixed deadlines, deliveries that cannot be fulfilled or cannot be fulfilled on time due to unforeseen events or events beyond our control are deemed to be suspended. This shall also apply in particular in the event that, despite careful procurement of raw materials, contracted deliveries of raw materials are not provided to us and we are unable to procure a replacement with reasonable effort. We will inform the customer immediately of the event of such an occurrence, providing the usual international evidence, and - in the event of a mere delay - inform the customer about the new delivery date. We do not accept liability for the consequences of non-performance or delay in such cases. If only partial deliveries are affected, this does not affect the rest of the contract. If the agreed quantities are not called forward and accepted by the customer according to schedule, we are entitled to withdraw from the contract, to request compensation and to demand back - for the quantity which has already been delivered - the price improvements which were granted on the total agreed quantity. In the event of considerable exceeding of the delivery period, before - where applicable - making a declaration of withdrawal, the customer has to set beforehand an appropriate extension period of at least one month, in writing and with threat of withdrawal.

7. Passage of Risk

The risk for loss and damage as well as the bearing of costs for freight, tax and customs or other charges is regulated by the agreed terms of delivery (Incoterms®). Lacking such agreement, the risk for loss and damage passes to the customer on transfer of the consignment to the carrier and thus, at the latest, with the start of loading. At this point in time, our services are regarded as completed and the goods as having passed into the risk of the purchaser. All damage and losses which occur after the passing of ownership are the exclusive concern of the purchaser, and also if they arise due to the faults of third parties, official measures or acts of God. When despatching, we are entitled - but not obliged - to take out insurance cover. The costs of this are to be borne by the purchaser. In case the seller provides free of charge support at loading the purchaser acknowledges to indemnify the seller from any claims and liabilities resulting herewith.

8. Payment

Our invoices are due immediately without any deductions at the time of the provision of services, except when otherwise stipulated separately in writing. Any change to the bank details stated on our invoice must be agreed in writing. In this case, electronic correspondence only fulfils the required written form if it is qualified electronically signed by us in accordance with Regulation (EU) No. 910/2014 (eIDAS Regulation).

Subject to any further claims for damages and for lack of any other written agreement, in case of default of payment, the default interest has to be paid as per publication of the Austrian National Bank.

In case of even partial default of payment of at least five business days, all debits, including those not yet payable, become due immediately. Furthermore, all deliveries not yet conducted will be suspended until such time as all outstanding debits are settled. In addition, we are entitled to conduct any further deliveries against prepayment only. Should due to a delivery of goods to the customer the total amount of debits against the customer, which we have insured by means of an accounts receivable insurance, exceed the amount insured for the customer, we are entitled to demand payment of the debits exceeding the insured amount prior to the delivery of goods.

In case of default of payment, we are entitled to consign both collection agencies and lawyers to collect the due payment. The customer is obligated to reimburse all dunning costs and collection expenses necessary for the expedient assertion of our legal rights, as well as those costs incurred by a collection agency or lawyer assigned by us. As far as the costs in the particular case are not higher, the customer will be charged a flat 10% of the outstanding invoice amount, however, at least EUR 100.00.

Should, after the conclusion of a contract, circumstances come to our knowledge, from which we can infer a deterioration of the customer's actual or presumed financial standing, we are entitled to retain the goods and, according to our choice, either demand prepayment or a prior security for payment of the purchase price. We explicitly reserve all claims for damages due to failure to perform.

The acceptance of cheques is explicitly reserved for the particular case, and is by all means accepted exclusively but not in lieu of payment. All costs connected with the acceptance of cheques are for the customer's account. Incoming customer payments - irrespective of their dedication - are in each case credited to the oldest outstanding receivable.

Any offset or execution of a right of lien by the customer is only permissible for outstanding debits, which are either acknowledged by us or legally established.

9. Retention of Ownership

The goods remain in our ownership until the purchaser has completely paid the purchase price to us. The retention of ownership also extends to new items which arise due to processing. On combination or mixing with items which do not belong to the purchaser we acquire co-ownership. If third parties should acquire rights to our property in the course of official measures, the purchaser is obliged to inform us immediately.

9a. Security Interest

In jurisdictions where reservation of title cannot be made effective against third parties by simple declaration on invoices or other written instruments, the purchaser, by acceptance of these terms and conditions of sale, affirms that a security agreement exists between him and the seller and undertakes to cooperate with the seller in completing and filing with the proper authorities the financing statements or other documents needed to perfect the seller's security interests in the goods sold and in the proceeds from any disposition of the seller's interests herein by the buyer.

10. Force Majeure

In the event of force majeure or other hindrances such as but not limited to wars, armed or terrorist violence, natural disasters (e.g. fire, flood, earthquakes, epidemics, pandemics, etc.), authority interventions, obstructions on transport routes, labour disputes, stopping or cutting-back of production due to unforeseen damage to plant or the interruption in the supply of electricity or any other source of power or energy, material shortages, unexpected absence of personnel, breach of contract by a supplier etc. which affect us or our suppliers, we are entitled to extend the delivery period for the duration of such incidents and adapt the prices to the given circumstances if necessary. Provided such incidents last for more than four weeks we shall be entitled to withdraw from the contract totally or partially without the purchaser being entitled to compensation. In any of the abovementioned incidents we will undertake reasonable efforts to mitigate the adverse implications on our performance under this contract.

11. Liability and Warranty

Defects are to be reported immediately after delivery and only in writing or by fax. To this end, the customer commits himself to check the goods immediately. In any case, to avoid damage the goods are to be checked again on all parameters which are important before being used in production. Selection for the intended purpose is solely the responsibility of the customer. Our advice is non-binding and does not release the customer from the acceptance test. Interferences in the protection rights of third parties associated with the use of the goods are the responsibility of the customer and any liability of us for the infringement of third-party patent rights or other commercial property rights is excluded. For notifications of defects, we are entitled to request that a test sample of the goods be sent to us. In the event of a legitimate and proper notification of defect we will provide, in accordance with our choice, betterment by correcting the defect, free replacement by subsequent or replacement delivery, or a price reduction. The defective goods are - in accordance with our demands - to be kept available, to be returned or to be disposed of. In no case can we be held liable for damage incurred by our customer or by a third party as a result of the goods supplied by us. Exempted are cases of personal injury where our gross negligence is proven. In particular, our strict product liability within the meaning of the law shall be restricted to liability for personal injury. Our contracting partners shall impose these restrictions and an obligation to impose this restriction to our benefit upon every further contracting partner in the chain of production or sales. Any infringement of these conditions shall render the infringing party liable to us for damages. The customer shall keep us harmless against any such claims by third parties. Indirect or consequential damages cannot be claimed against us.

12. Sizes and Weights

In all cases, only those weights or number of items determined by the delivering works or the shipper are authoritative as long as it cannot be proven that, without doubt, an error has occurred.

13. Place of Fulfilment//Applicable Law/Dispute Resolution

The place of fulfilment is always Arnoldstein, Carinthia. This Agreement and any action related thereto shall be governed by the laws of the Republic of Austria, without regard to its rules on conflict of laws (IPR) and the Convention on Contracts for the International Sale of Goods (CISG).

a) Relating to business within Austria and business within the territory covered by the Lugano Convention, other international agreements concerning court of jurisdiction and the enforcement of foreign judgements and/or relevant EC-regulations (EuGVVO): The competent Court having jurisdiction in Klagenfurt, Austria, shall enjoy exclusive jurisdiction. b) Relating to business in any other country: All disputes or claims arising out of or in connection with this contract including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the said Rules. The panel of arbitrators shall convene in Vienna, Austria.

14. Miscellaneous

Partial legal invalidity shall not affect the validity of the rest of the contract. Amendments to the contractual conditions require the explicit written confirmation of both parties to the contract in order to be valid.

Arnoldstein, January 2024