

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

## I. General

The legal relationships between the customer and EBRO ARMATUREN GmbH, Vienna (herein after referred to as "EBRO") are governed exclusively by these Terms and Conditions and any other agreements, unless agreed otherwise. Amendments and supplements require written form. Any general terms and conditions of the customer contrary to or different from our General Terms and Conditions of Sale and Delivery do not apply even if no objection has expressly been made to them in the specific case.

## II. Scope and delivery

Our written order confirmation shall stipulate the scope of the delivery. To the extent that an order confirmation is not provided in time, those offers which are valid for a specified period and which must be accepted by a certain deadline shall lapse. Any side agreements and modifications must be confirmed in writing.

## III. Price and payment

1. In the absence of any specific agreement, the prices shall be the prices ex works and shall include loading at the works but shall not include packaging. Such prices shall be supplemented by value-added tax payable at the statutory rate.
2. In the absence of any specific agreement, payment should be made by bank transfer, the invoiced amount shall be payable within 30 days without deductions.
3. If such payment period is not complied with, default interest shall be payable in the sum of the credit costs calculated by the bank.
4. If the payment conditions are not complied with, or circumstances become known which are likely to affect the creditworthiness of the ordering party, then all of the sums owing to us, including those sums in connection with which we have collected bills of exchange, shall be immediately payable. In such cases, we shall only be obliged to provide any outstanding performance and make any outstanding deliveries if payment is received in advance or other security is provided. We shall furthermore be entitled to refuse to sell on or further process the delivered goods and demand the return of or the transfer of direct title to the delivered goods at the expense of the ordering party and to revoke the collection authorisation in accordance with section V.5. The ordering party hereby authorises us to enter its premises in order to collect the delivered goods. The return of the goods shall constitute a withdrawal from the contract only in those cases where we explicitly declare such a withdrawal.  
If any sums owing are reduced proportionally in the context of an insolvency, composition proceedings or similar proceedings, any entitlements to discounts and rebates which may have been agreed shall no longer be applicable.

## IV. Delivery period

1. The delivery period shall begin to run on the date on which the order confirmation is sent, but shall not begin to run before the ordering party has provided those documents, authorisations and approvals which it is responsible for providing, or before the receipt of any advance payment.
2. The delivery period shall be deemed to have been complied with if by the date on which it expires the goods which constitute the subject-matter of the delivery have left the works or the ordering party has been notified that they are ready for delivery.
3. The delivery period shall be extended as required in the event of industrial action, and in particular in the event of strikes and lock-outs, as well as in the event of unforeseen obstacles to performance which are beyond our control, to the extent that such obstacles have a demonstrable effect on the production or delivery of the goods which constitute the subject-matter of the delivery. This provision shall also apply if such circumstances affect deliveries to be made by any sub-contractors.
4. If delivery is delayed at the request of the ordering party, all of the costs incurred in connection with storage, commencing one month after the date on which readiness for dispatch is notified, shall be invoiced; in the case of storage at our works, this sum shall constitute at least one percentage of the amount of the invoice for each month of storage which is commenced.  
We shall however be entitled, after stipulating an appropriate period and after such period has expired, to dispose of the subject-matter of the delivery in any other manner and to make delivery to the ordering party subject to an appropriately extended delivery period.
5. Compliance by the ordering party with its contractual obligations shall constitute a pre-condition for compliance with the delivery period.

## V. Transfer of risk and acceptance

1. Risk shall at the latest be transferred with the dispatch of the delivery components to the ordering party, even in the event that partial deliveries are made or if we have agreed other terms, e.g. if we agree to pay the delivery costs or agree to be responsible for transport and assembly. At the request of the ordering party and at its expense we shall insure the delivery against theft and breakages and against any damage which may be caused by transport, fire and water, as well as against any further insurable risks.
2. Should dispatch be delayed as the result of circumstances which are attributable to the ordering party, then the transfer of risk shall occur on the date on which the goods which constitute the subject-matter of the delivery are ready for dispatch; we shall however be obliged at the request and at the expense of the ordering party to take out those insurance policies which the ordering party requests.
3. Partial deliveries shall be permitted.

## VI. Reservation of title

1. All delivered goods shall remain our property (reserved goods) until all of the sums, and in particular the balance of any payments including interest and costs which are owed to us on any legal basis whatsoever, are paid in full. This provision shall also apply if payments are made in respect of sums which are owed and are specifically identified.
2. For us as the manufacturer, the processing or transformation of the reserved goods shall occur without any obligation on our part. In the event that the reserved goods are processed or mixed or amalgamated with other goods by the ordering party, we shall be co-owners of the new item in accordance with the proportion of the invoice value of the reserved goods to the invoice value of the other goods.
3. The ordering party may only dispose of the reserved goods in the context of its day-to-day business and in accordance with its normal terms and conditions of business and to the

extent that it is not in default with payment, subject to the condition that any entitlement to sums payable pursuant to the on-sale of the reserved goods shall be assigned to us.

4. The right of the ordering party to be paid any sums pursuant to the on-sale of the reserved goods is hereby assigned to us. Such right shall to this extent serve as security for payment for the reserved goods. The same shall apply to any insurance monies paid out pursuant to insurance policies and any other claims.
5. The ordering party shall be entitled to collect the sums which are payable pursuant to any on-sale until we revoke such right, which we may do at any time. The ordering party shall not in any circumstances be authorised to assign any sums which are payable. The ordering party shall at our request be obliged immediately to inform its clients of any assignment to us and immediately to provide us with the information and documentation required to collect such payments.
6. Should the value of any existing security exceed the sums owing in relation to which the security has been given by more than 10% in total, we shall be obliged at the request of the ordering party to release such security as may be selected by us.

## VII. Warranties

1. We warrant that the components delivered by us have been manufactured in accordance with the agreed technical delivery specifications. The date of the transfer of risk shall be the relevant date for assessing whether or not the goods are in a state which accords with the contract.
2. The ordering party must notify us in writing of any defects in the goods immediately after their arrival at the place of delivery and in the case of hidden defects immediately after the defect is discovered, but within twelve months at the latest from the date on which risk is transferred.
3. If an agreement is reached in relation to the acceptance of the goods, any objection of the basis of defects which could have been identified during the agreed method of acceptance shall be excluded.
4. We shall be given the time and the opportunity to verify any defect which is notified. Any goods in relation to which a complaint is made shall be returned to us forthwith. If the ordering party does not comply with this obligation or undertakes any modification of the goods in relation to which a complaint is made without our consent, it shall no longer be entitled to make any claims under this warranty. Only in urgent cases involving risk to operational safety and to avoid disproportionately excessive costs being incurred, in which cases we must be informed immediately, shall the ordering party be entitled (subject to our consent) to remedy itself or to have the defect remedied by a third party, or to demand from us the reimbursement of any necessary costs.
5. In the event that a complaint in relation to a defect is justified and notified in time, we shall repair the goods in relation to which the complaint has been made as we see fit or shall deliver replacements which are free from defects.  
We shall not pay any assembly and disassembly costs, transport costs, travel costs, the costs incurred by the ordering party in connection with the processing of the defective goods or any follow-up costs.
6. Should we not comply with our warranty obligations or fail to comply with them in accordance with the contract, the ordering party shall be entitled on the expiry of a reasonable period thereafter to rescind the contract or to receive a reduction in the contract price.
7. Any other claims of the ordering party, in particular in respect of compensation for damage which is not done to the goods which constitute the subject-matter of the delivery itself, shall be excluded, to the extent that such damage is not intentionally caused by us or attributable to our gross negligence.
8. Warranty claims shall be time-barred three months from the date of our written rejection of the notification of defects, and at the earliest on the expiry of the period for notifying defects in accordance with paragraph 2.
9. We shall accept no liability for any damage which is attributable to normal wear and tear, a defective assembly or commissioning on the part of the ordering party or third parties, the inappropriate or improper use by the ordering party of unsuitable materials or the improper handling of defects prescribed by the ordering party during construction, or which is attributable to other causes on which we have had no influence.

## VIII. General limitation on liability

1. Any claims which are not expressly permitted by these Terms & Conditions, and in particular any claims for compensation due to impossibility, delay, the breach of ancillary contractual obligations, any breaches of the obligations incumbent on the parties during the negotiation of the contract, impermissible handling – also to the extent that such claims are connected with the rights of the purchaser pursuant to the warranties – shall be excluded, to the extent that the damage is not caused intentionally or due to grossly negligent conduct.
2. All claims against us, whatever their legal basis, shall be time-barred after one year at the latest, and in the case of services and deliveries which are supplied to construction works, two years after the transfer of risk to the purchaser, should the statutory limitation period not be shorter.

## IX. Place of jurisdiction

The place of jurisdiction for all disputes which may arise pursuant to the contractual relationship between the parties shall be Vienna/Austria. We shall also be entitled to instigate proceedings in the place where the headquarters of the ordering party is located.

## X. Data protection

We shall store and process data connected with your business, to the extent that this is required for the purpose of running our business and in the context of the Austrian DSGVO.