

GENERAL DELIVERY CONDITIONS 08.0000-43-4 / Stand 06.09.2021

OF SCHWEIGER FULPMES GMBH

1. VALIDITY

The following terms and conditions shall be the exclusive basis for all - also future - contracts entered into and transactions concluded with Schweiger Fulpmes GmbH FN 518763 m (hereinafter: Schweiger Fulpmes). Any variations and additions applicable only to particular cases shall be in writing and confirmed in writing by Schweiger Fulpmes. Written form requirements can only be waived in writing. Delivery terms and conditions of the contracting party shall not apply regardless of whether Schweiger Fulpmes has expressly objected to their validity.

The contracting party hereby declares not to conclude any contract as a consumer under the Consumer Protection Act. Should this not apply to a business case, the contracting party shall undertake to communicate this in writing to Schweiger Fulpmes at the earliest opportunity, in any case before the contract conclusion, failing which the contract conclusion lacks any legal effect.

2. OFFERS AND CONTRACT CONCLUSION

All offers shall be deemed non-binding. The conclusion of the contract requires a written confirmation by Schweiger Fulpmes. The contracting party shall undertake to verify the order confirmation. If the contracting party raises no objections to the order confirmation within ten days of the notification, it is deemed to be properly recognised. All changes and additions to a contract and all subsequent transactions shall be in writing and shall be confirmed in writing by Schweiger Fulpmes. Written form requirements can only be waived in writing. Partial amendments can only be considered on a previously released offer.

Orders shall not be legally effective unless in writing, whereby orders submitted by fax or email with a qualified signature are deemed to meet the written form requirement. The order confirmation shall be sent to the contracting party also in compliance with the aforesaid procedural requirements. If, in individual cases, compliance with this formal requirement is not observed, this has no effect on past or future transactions. Following the contract conclusion, the contracting party shall only be entitled to amend its order - including restrictions to the delivery item or scope of delivery - with the written consent of Schweiger Fulpmes. Should changes to the accepted order occur without its consent, Schweiger Fulpmes shall be entitled to insist on fulfilment of the concluded contract or to demand full fulfilment interest including lost profits.

Schweiger Fulpmes shall be entitled to transfer any orders issued to professionally qualified third persons or subcontractors. Schweiger Fulpmes shall be liable towards the contracting party for all failures of any subcontractors as if these were its own.

3. CONFIDENTIALITY AGREEMENT

All documents submitted to the contracting party including drawings, samples, product descriptions, various procedural documents, etc., may not be made accessible to third parties and shall be stored as to prevent access thereto by third parties.

The contracting party undertakes to treat as trade secrets all non-public commercial and technical details and matters known to him through the business relationship.

4. PRICES AND PAYMENT TERMS

Applicable prices for calculation shall be those valid upon contract conclusion. Unless otherwise expressly noted, all prices are exclusive of value added tax. Unless otherwise agreed, all prices are ex works or ex warehouse of Schweiger Fulpmes, without packaging. This is done in the customary commercial manner to the detriment of the contracting party and can only be reverted upon mutual agreement. Packaging, shipping and/or customs are charged to the contracting party separately. Schweiger Fulpmes shall be entitled to increase prices upon unforeseen

events or uncontrollable changes to the circumstances underlying the price calculation. This applies particularly to price fluctuations, such as raw materials and other materials, energy costs, subsequent introduction or increase of taxes, customs duties, other public charges, freight and other additional fees, wage cost changes, for example on the basis of collective agreement whereby the contract is directly or indirectly affected or rendered more onerous.

Payments shall be made in accordance with the written order confirmation. Unless specific payment dates are provided, invoices shall be payable to Folgebanktag upon receipt without discount or other deductions. In principle, payment conditions for new customers, new projects and first deliveries are those of prepayment.

Even upon non-liable late payment of the contracting partner, Schweiger Fulpmes shall be entitled to charge interest at the rate of 10 percentage points above the base rate on an annual basis, without prejudice to the subsequent assertion of claims for higher interest rates. All bank charges shall be borne by the ordering party.

5. DESIGN DOCUMENTS, DRAWINGS, MEDIA, DATA PROTECTION, COPYRIGHT

The development of products, components and technologies, as well as drawings, sketches, offers, records and other technical documents, which may also be part of the offer, remain the intellectual property of Schweiger Fulpmes. Any use, copying, dissemination and transfer to third parties, publication and presentation requires the express written consent of Schweiger Fulpmes.

The contracting party grants his consent to the automatic storage and processing of personal data contained in the agreement in performance of this contract.

Should rights of third parties be breached upon delivery according to specifications, samples or other information provided by the contracting party, the latter shall indemnify and hold Schweiger Fulpmes harmless from any claims.

6. TOOLS AND OTHER PRODUCTION AIDS

Unless otherwise agreed, manufacturing costs for tools and other means of production (equipment, measuring equipment, gauges, etc.), as well as samples of the goods to be delivered, are to be invoiced separately.

The means of production (tools, equipment and other resources to manufacture the product), regardless of partial or complete payment, shall always remain the property of Schweiger Fulpmes. Customer-specific tools may only be requested with the consent of Schweiger Fulpmes and provided the latter cannot deliver the parts according to specifications due to technical production reasons or can no longer meet its obligations due to bankruptcy.

If the number of parts suffers a significant decline (> 20% over the agreed period), the maintenance or renewal of the tools must be renegotiated via a cost-sharing agreement with the contracting party.

If, during the period of manufacture of tools or other means of production, the contracting party suspends or terminates the collaboration, the latter shall bear all manufacturing costs incurred to that point including the provision of services from, for example, construction.

Unless agreed otherwise, we shall store at no cost the tools and other production equipment for the contracting partner up to three years after the last delivery. Thereafter, we can ask the contracting party to issue a written statement within four weeks confirming any further use. The obligation of storage shall end if no new agreement has been concluded within 4 weeks or the contractor fails to provide said statement on further use or issue a new order. Should the contracting party demand storage periods exceeding three years, Schweiger Fulpmes shall be entitled to charge storage costs.

For client-specific tools, Schweiger Fulpmes shall undertake to use them exclusively for deliveries to the contracting party. Deliveries to third parties shall only be allowed with the prior written consent of the contracting party.

7. DELIVERY TIME

The delivery begins with the date of the order confirmation or receipt of the prepayment albeit never before clarification of all technical and commercial details. The delivery period shall be deemed met if delivery readiness has been notified prior its deadline or the delivery item has left the factory.

The delivery period shall be extended upon events of force majeure and actions in the context of labour disputes, especially strikes and lockouts,

and all circumstances outside the control of the contracting parties including fire, mobilization, requisition, embargo, currency restrictions, insurrection, shortage of transport, general shortage of supplies, restriction of energy consumption, and delays in the delivery of essential (as specified by the customer) components. This shall also apply to damages affecting subcontractors.

In the event of a delivery delay which can be culpably attributed to Schweiger Fulpmes, the contracting party may claim fulfilment or, under threat of cancellation, set a reasonable deadline extension to deliver the services due by Schweiger Fulpmes. No other claims for failure to observe the delivery time, especially claims for damages, shall be allowed. The contracting party shall accept minor delivery delays without being entitled to claims for damages or a right of withdrawal.

8. TRANSFER OF RISK

Unless otherwise expressly agreed in writing, the goods shall be delivered “ex works”. The applicable Incoterms shall be those in force upon contract conclusion. The risk is transferred at the latest upon shipment of the goods, the notification of readiness for shipment, or the handover of a forwarding agent or haulier to the ordering party, even for partial deliveries or when Schweiger Fulpmes bears shipping costs.

9. RETENTION OF TITLE

All goods are delivered under retention of title and remain the property of Schweiger Fulpmes until full payment of all obligations arising from the business relationship with the contracting party. Employees of Schweiger Fulpmes shall be entitled to enter the premises and usage and mounting locations at any time and to identify the goods retained. The contracting party shall comply with the formal conditions required to protect the retention of title. If the delivery item is processed or combined with other foreign items, Schweiger Fulpmes shall acquire ownership of the new or newly manufactured item in the ratio of the value of goods delivered to the other processed or combined goods upon processing or combination. The sale of the goods delivered under retention of title to third parties requires the express written consent of Schweiger Fulpmes. Any claims against third parties arising from a resale shall be assigned by the contracting party now and in advance to Schweiger Fulpmes up to the amount claimed plus interest and costs, regardless of whether the goods retained are resold to the customer before or after treatment, processing or combination.

10. WARRANTY

The warranty period is 6 months from fulfilment. The ordering party shall provide evidence of any defects found upon delivery. Legal presumptions in this respect, particularly those under § 924 ABGB, are specifically excluded. Only Schweiger Fulpmes shall be entitled to choose between repair, replacement or price reduction. The contracting party waives any right to the cancellation of the contract. Schweiger Fulpmes shall provide for the replacement or repair of the thing insofar as reasonable and technically possible. The contracting party shall deliver the defective goods to Schweiger Fulpmes. In all other cases, the repair or replacement shall be performed on site. If, upon closer inspection, the defect cannot be attributed to Schweiger Fulpmes, the contracting party shall reimburse the former for all costs incurred. The contractor shall undertake to carefully check for defects the goods acquired or services rendered immediately upon receipt, including their verification by means of functional tests, and report to Schweiger Fulpmes in writing any defects - at the latest within one week - immediately after receipt of delivery, describing the defect as precisely as possible. Failure to report defects in due time entails the exclusion of any warranty claims and claims for damages, including consequential damages and the right to challenge errors arising from defects. Schweiger Fulpmes shall not be liable for commercially customary small deviations in dimensions and construction. Schweiger Fulpmes shall only be bound by its public statements about the goods or properties of samples or patterns if expressly provided in writing in the offer or order confirmation. Schweiger Fulpmes shall not be bound by statements made by the manufacturer, importers in the European Economic Area or persons appointing themselves as manufacturers. The warranty shall only apply to defects arising under the intended operating conditions and in normal use. The warranty shall not apply to defects arising from improper assembly or installation, lack of maintenance, incorrect operation, incorrect repairs or repairs performed without the consent of Schweiger Fulpmes, and normal wear and tear. Schweiger Fulpmes shall bear no responsibility for the sale of used goods and the acceptance of repair jobs, reworking or modification. Schweiger Fulpmes shall bear no responsibility for any assembly instructions it may have issued. The special recourse pursuant to § 933b ABGB is excluded. Defect removal entails no extension, suspension or interruption of the warranty period.

11. COMPENSATION FOR DAMAGES

Claims for damages due to slight negligence are specifically excluded. This shall not apply to personal injury. If Schweiger Fulpmes is obliged to pay compensation for damages, it shall not pay any compensation to the contracting party for damages to goods outside the contract, for pure economic losses, for loss of production, loss of profit, loss of use, loss of contracts or any other economic or indirect consequential damage. Schweiger Fulpmes shall be liable for claims for damages due to the defectiveness of the thing itself up to the value of the order amount; for all other claims for damages, Schweiger Fulpmes shall be liable up to the maximum compensation provided under its liability insurance. Schweiger Fulpmes shall provide the monetary amount of its liability insurance at any time upon written request. If the delivered thing is found to be defective, the contracting party shall undertake to demand from Schweiger Fulpmes, via written statement, the application of a remedial action within a reasonable grace period. Failure to do so entails the exclusion of any claims for damage compensation.

The injured party bears the burden of the proof concerning the presence of slight or gross negligence, being also required to furnish proof of causality. The application of § 1298 ABGB is hereby expressly excluded. Claims for damages expire after 6 months from acknowledgement of damage and injuring party, but in any case within 5 years after the service or delivery by Schweiger Fulpmes. Warranty and damage claims may not be transferred.

12. PRODUCT LIABILITY

Any recourse claims against Schweiger Fulpme under the title of product liability within the meaning of the Product Liability Act shall be excluded, unless the claimant proves that defects are due to Schweiger Fulpmes and arise from its gross negligence at a minimum.

13. CLAIM OFFSETTING AND WITHHOLDING OF PAYMENTS

The contracting party may only offset claims against Schweiger Fulpmes with claims legally established by a court or recognized as such by Schweiger Fulpmes. The contracting party shall not be entitled to withhold payment because of warranty, guarantee or damage claims, or for any other reasons..

14. GOVERNING LAW AND JURISDICTION

Austrian law applies under exclusion of the CISG. The contracting parties agree on Austrian domestic jurisdiction. Jurisdiction for all disputes directly or indirectly resulting from the contract lies with the competent court in 6020 Innsbruck. The parties may also agree upon the jurisdiction of an arbitral court.

The contract and negotiation language is German. If, upon conversation, correspondence, etc., the contracting parties resort to a different language, the German wording shall prevail and German shall be the exclusive negotiation language on any process, in particular during a possible arbitration.