

General Terms and Conditions (T&C) of BUPI Golser Maschinenbau GmbH

They are based on the general delivery terms of the professional association of the metal technology industry of Austria.

1. GENERAL

- 1.1. The scope of application of these general terms and conditions shall comprise all offers, orders, contracts and other services of BUPI Golser Maschinenbau GmbH (hereinafter: manufacturer). In the scope of current business relationships, these general terms and conditions shall also apply if not agreed on expressly.
- 1.2. We hereby object to any general terms and conditions or purchasing conditions that contradict these general terms and conditions.
- 1.3. The assembly conditions shall apply supplementarily for mounting work.

2. CONCLUSION OF THE CONTRACT

- 2.1. The contract is deemed concluded when a written offer by the manufacturer is accepted by signature within three months or if a written order sent by the purchaser is confirmed by order confirmation by the manufacturer. If there are any changes or supplements, conclusion of the contract shall depend on the written consent of the other contracting partner.
- 2.2. Any changes and supplements to this contract shall require the manufacturer's written confirmation to be valid.

3. PLANS AND DOCUMENTS

- 3.1. The information contained in catalogues, leaflets, circulars, advertisements, figures and price lists, etc., regarding weight, size, volume, price, performance and similar, shall only be relevant when expressly referred to in the offer and/or the order confirmation. Deviations from the ordered design shall be admissible if the change or deviation is reasonable for the purchaser, minor and technically justified.
- 3.2. Plans, sketches, cost estimates and other technical documents that may also be part of this offer shall always remain the intellectual property of the manufacturer, as well as any samples, catalogues, leaflets, figures and similar. Any exploitation, reproduction, distribution and provision to third parties, publication and presentation shall only be permitted with the express consent of the owner.

4. PACKAGING

- 4.1. In the absence of any deviating agreements, the prices shall be indicated without packaging.
- 4.2. Packaging shall take place at the purchaser's expense in the commercially common manner to avoid damage to the goods on the way to the specified destination under normal transport conditions, and shall only be taken back if agreed.

5. DELIVERY AND TRANSFER OF RISK

- 5.1. The risk of loss of or damage to the object of delivery shall pass to the purchaser according to the agreed trading clauses that are to be interpreted in correspondence with the INCOTERMS® applicable at the time of conclusion of the contract.
- 5.2. In the absence of specific delivery clauses in the contract, delivery of the object of delivery shall be by "free carrier" (FCA) truck at the operating premises of the manufacturer in Hallein/Austria (= place of performance). The delivery obligation shall be met by handover to a forwarder or carrier at the place of performance.

6. DELIVERY PERIOD

- 6.1. In the absence of any deviating agreement, the delivery period shall commence at the latest of the following dates:
 - 6.2. Date of the order confirmation;
 - 6.3. Date of performance of all technical, commercial and financial prerequisites subject to the purchaser's obligation;
 - 6.4. Date on which the manufacturer receives a downpayment to be made before delivery of the goods and/or any collateral payment collateral to be created or otherwise has been provided.
- 6.5. The manufacturer shall have the right to perform partial and advance deliveries.
- 6.6. The delivery period shall extend by an appropriate period when any unforeseen events occur according to item 15. Rescission of the contract or damages claims due to delayed delivery shall not be an option in the above cases.
- 6.7. If the purchaser does not accept the goods in time and the delay is not due to any action or omission of the manufacturer, the manufacturer may either demand performance or withdraw from the contract after setting a grace period. If the manufacturer makes use of his right to demand performance, the manufacturer shall have the right to store the goods ready for collection at his or a third party's premises. At the same time, the purchaser shall be obligated to pay an appropriate storage fee that shall be due on a daily basis, plus any arising transport and insurance costs. The manufacturer shall not be subject to the obligations of a custodian and he shall not be obligated to store the object subject to special conditions or prerequisites. The manufacturer shall also not be obligated to take out insurance for the duration until acceptance by the purchaser (incl. storage).

7. PRE-ACCEPTANCE INSPECTION

- 7.1. If the purchaser desires a pre-acceptance inspection, this shall be expressly agreed in writing with the manufacturer at conclusion of the contract. Where no deviating provisions have been entered into, the pre-acceptance inspection at the site of production shall be performed during the regular working time of the manufacturer. The general practice of the respective industry branch for pre-acceptance inspection shall be observed.
- 7.2. The manufacturer must inform the purchaser in time about the pre-acceptance inspection, so that he can be present at the inspection or have himself represented by an authorised representative.
- 7.3. If the system turns out to be in violation of the contract at the pre-acceptance inspection, the manufacturer shall remove any existing defects and produce the contractual condition of the system. The purchaser may demand repetition of the inspection only in cases of essential defects.
- 7.4. Subsequently to the inspection, an advance acceptance record shall be drawn up and signed by both contracting parties.
- 7.5. If the purchaser or his authorised representative is not present at the pre-acceptance inspection in spite of timely information, the pre-acceptance minutes shall be signed by the manufacturer and submitted to the purchaser as a copy, the accuracy of which the purchaser can no longer dispute if he or his authorised representative were unable to sign it due to lack of attendance.
- 7.6. Unless otherwise agreed, the manufacturer shall bear the costs for the pre-acceptance inspection performed. The purchaser shall in any case bear the costs arising for him or his authorised representative in connection with the pre-acceptance inspection, such as travelling, living expenses and reimbursement for expenses directly.

8. OPERATING INSTRUCTIONS AND SERVICE

- 8.1. The manufacturer shall include an operating manual with every system by default. If this is not already enclosed at handover or at the delivery time, the purchaser shall urge provision of such an operating manual in writing. The operating manual must be observed by the purchaser, who shall take all necessary measures described in it and maintain and service the system directly according to its instructions. The delivery of spare parts or other accessories for the system shall take place without special provision of an operating manual; the respective operating manual for the delivered system for which the spare parts or accessories are delivered shall be observed by the purchaser accordingly for these.
- 8.2. Depending on the scope and intensity of use of the system, the manufacturer may require service intervals in the operating instructions. Where servicing is to be carried out by the manufacturer, employees of the manufacturer or a company to be determined by the manufacturer, the purchaser shall charge the manufacturer in time with performing the service. Such service shall in any case not include necessary continuous measures that the purchaser must perform directly according to the operating instructions. If the service intervals and/or current measures are not complied with, the purchaser's claim to warranty shall expire.

9. PRICE/INVOICE

- 9.1. The prices for the object of delivery are stated excluding packaging costs, ex operating premises of the manufacturer in Hallein/Austria.
- 9.2. The offered prices shall be deemed net prices in EURO without statutory taxes.

10. PAYMENT

- 10.1. Payments shall be made according to the agreed payment terms. If no payment terms have been agreed, 30 % of the price for systems shall be due at conclusion of the contract, 60 % of the price when the manufacturer informs the purchaser that the object to be delivered is ready for shipping at the place of manufacture, and 10 % of the price shall be due after commissioning at the destination, but no later than 60 days after performance of the contract by the manufacturer. Payments for accessories and spare parts shall be due on completion of the contract by the manufacturer. Notwithstanding any agreed payment terms, the VAT included in the invoice shall in any case be paid at the latest 30 days after invoicing.
- 10.2. Notwithstanding the form of payment used, the payment shall only be deemed effected when the due amount has been irrevocably credited to the manufacturer's account.
- 10.3. The purchaser shall not have the right to keep back payments due to warranty claims or other counterclaims not accepted by the manufacturer.
- 10.4. If the purchaser is in arrears with the agreed payment or any other performance, the manufacturer may either insist on performance of the contract and delay performance of his own obligations until the payments in arrears have been settled or any other performances have been rendered, or withdraw from the contract after granting an appropriate grace period. In this case, the purchaser shall return any already delivered parts to the manufacturer and compensate him for any resulting value reduction, and reimburse him for any justified expenses that the manufacturer had to bear for performing the contract.
- 10.5. If the purchaser is in arrears with his payments, the manufacturer may demand default interest and reimbursement of dunning and collection fees from the due date onwards. In the absence of any other agreements, an interest rate of 9.2 percentage points above the base interest rate of the Austrian National Bank is deemed agreed.
- 10.6. If the purchaser enters default of payment, the manufacturer may make further deliveries depending on advance payment of the entire price independently of the payment terms agreed for them.

11. RESERVATION OF TITLE

- 11.1. Until complete performance of all financial obligations of the purchaser, the manufacturer reserves title of the object of delivery. The manufacturer shall have the right to make his title to the object of delivery outwardly visible. The purchaser shall meet the necessary requirements of form to maintain the reservation of title. In case of seizure or other utilisation, the purchaser shall assert the manufacturer's title and inform him without delay.
- 11.2. The purchaser shall be subject to special diligence obligations regarding the object of delivery subject to retention of title. The purchaser shall perform any maintenance work in time at his own expense. The purchaser shall be obligated to take out sufficient insurance for the object of delivery subject to retention of title at the new value against theft, fire and water damage, at his own expense.
- 11.3. The purchaser hereby assigns to the manufacturer any claims due to him from further sale of the object of delivery subject to retention of title. The purchaser hereby also assigns to the manufacturer any claims he has against third parties by combination of the object of delivery to secure his claims.

12. WARRANTY

- 12.1. The manufacturer is obligated to remove any defect impairing usability that is due to any defect of design, material or craftsmanship, according to the proviso of the following provisions. The manufacturer shall also be liable for the absence of any expressly required properties.
- 12.2. The manufacturer shall not be liable for normal wear and for defects that are due to materials provided by the orderer or any construction required or specified in more detail by the purchaser. The manufacturer also shall not be liable for any defects that are due to circumstances that occurred after passing of the risk, such as defects due to bad maintenance or defective repairs by the orderer or due to changes made without the written consent of the manufacturer.
- 12.3. Deviating from the statutory provisions, the warranty period for systems in single-shift operation shall be 24 months, in two-shift operation 12 months, in multi-shift operation 6 months and independently of shift operation no more than 3,600 operating hours, depending on which value is reached first. This shall also apply to systems that are firmly connected to the building or the land. For any equipment components purchased by the manufacturer, the warranty period shall be 12 months – no matter the type of shift operation.
- 12.4. The purchaser shall report any defects that occur to the manufacturer without delay and in writing. The complaint shall describe the defect. If the purchaser does not report the defect to the manufacturer in writing, he shall lose his right to remedy of the defect.
- 12.5. The object of delivery or the defective part shall be sent to the manufacturer or a location designated by him for improvement or replacement. If this procedure is not suitable, the manufacturer shall remove the defect at the installation site. If the orderer has reported a defect according to item 12.4. and if no defect can be found for which the manufacturer is liable, the purchaser shall reimburse the manufacturer for the costs that arise to the manufacturer from such a complaint.
- 12.6. If the manufacturer has the defective goods or parts returned to him for improvement or replacement, the purchaser shall bear the costs and risk for this transport unless a different agreement is reached separately. The return of the improved or replacement goods or parts to the purchaser shall take place at the costs and risk of the manufacturer, unless a different agreement is reached.
- 12.7. Any defective parts that are replaced shall be provided to the manufacturer and title to them shall pass to him.
- 12.8. If warranty work is performed at the purchaser's premises, the purchaser shall provide any required material, instruments, devices, helpers, etc. free of charge.
- 12.9. The manufacturer shall not bear any warranty obligations in case of changes, repairs or corrections performed directly by the purchaser or third parties charged by him (and not expressly approved by the manufacturer in writing). The manufacturer shall not be subject to any obligations regarding the costs for such self-improvement. The agreed warranty period shall not be extended by performance of the work and deliveries under warranty obligations.
- 12.10. If goods are produced by the manufacturer based on construction information, drawings or models of the purchaser, the manufacturer's liability shall not cover accuracy of the construction, but proper execution according to the purchaser's information. In such cases, the purchaser shall hold the manufacturer harmless against any violation of property rights.
- 12.11. The seller assumes no warranty when accepting repair orders or changing or converting any old or third-party goods and for delivery of used goods.
- 12.12. If the service is not performed at the intervals according to item 8. in the operating instructions, the purchaser's warranty claims shall lapse.

13. LIABILITY

- 13.1. It is deemed expressly agreed that the manufacturer shall not owe the purchaser any damages for injury to persons, damage to objects that are not the object of the contract, any other damage and lost profit, unless the manufacturer is at fault for gross negligence. The reversal of the burden of proof pursuant to § 1298 ABGB shall be excluded.
- 13.2. The object of delivery shall only offer the safety that can be expected based on approval regulations, operating manuals, provisions of the manufacturer on the treatment of the object of delivery - specifically in light of any required reviews - and any other notes.
- 13.3. In case of slight negligence of the manufacturer, unless item 13.1. applies, the damages shall be limited to 5% of the order total, but no more than 500,000 €.
- 13.4. In case of gross negligence of the manufacturer, unless item 13.1. applies, the damages shall be limited to 20% of the order total, but no more than 727,000 €.

14. CONSEQUENTIAL DAMAGE

- 14.1. Any damages claims from defects in deliveries and/or services that exceed the warranty claims must - unless the defect is expressly accepted by the manufacturer - be asserted in court within one year of the end of the contractually specified warranty period; otherwise, the claims shall expire.
- 14.2. Subject to deviating provisions in these conditions, the manufacturer's liability towards the purchaser for production downtimes, lost profit, lost use, lost contracts or any other consequential or indirect damage shall be excluded.

15. EXEMPTION REASONS

- 15.1. The manufacturer shall be wholly or partially exempt from timely performance of the contract if he is prevented from this by events of force majeure. Events of force majeure shall only be events that are unforeseeable and unavoidable for the manufacturer and that do not originate in his sphere of influence. This shall specifically include any labour disputes and any circumstances independent of the parties' will, such as fire, war, general mobilisation, riot, requisition, seizure, embargo, limitation of energy consumption, foreign currency and export limitations, epidemics, natural disasters, extreme natural events and acts of terrorism, as well as defective or delayed delivery by subcontractors due to any of the circumstances listed in this item.
- 15.2. Dates or deadlines that cannot be complied with due to the effects of force majeure are extended at most by the duration of the effects of force majeure or, if applicable, a period to be specified by mutual agreement.
- 15.3. If a circumstance of force majeure continues for more than four weeks and no amicable solution can be reached, the manufacturer may declare complete or partial withdrawal from the contract.

16. DATA PRIVACY

- 16.1. You agree that your personal data, namely name/company name, date of birth/company register number, e-mail address, delivery and billing address as well as the account or credit card data for the purpose of fulfilling the contract and processing the order as well as for own advertising purposes (except account or credit card data), e.g. the sending of advertising mailings, newsletters, product information or other company-related information by BUPI Golser Maschinenbau GmbH automatically determines, processes and can be saved.
- 16.2. BUPI Golser Maschinenbau GmbH protects and respects your personal data and your security. However, we cannot guarantee the security of information and payments transmitted online. To the extent permitted by law, we are not liable for damages resulting from the use of electronic transmission means, in particular for damages due to errors or delays in the delivery of messages or manipulation by third parties or software or transmission of viruses.
- 16.3. You agree to receive communications from BUPI Golser Maschinenbau GmbH regarding its products, current offers and other company-related information via advertising emails, postal mail and newsletters.
- 16.4. The customer can revoke his consent to the receipt of such emails at any time by notifying BUPI Golser Maschinenbau GmbH, e.g. office@bupicleaner.com, accordingly.

17. PLACE OF JURISDICTION, CHOICE OF LAW, PLACE OF PERFORMANCE

- 17.1. Any disputes arising from the contract, including the question of its valid conclusion, its advance and subsequent effects, shall be decided exclusively by the materially competent court in the state capital of Salzburg, Austria. At the manufacturer's choice, the materially competent court in the district in which the purchaser has his registered office, a branch or assets, shall be competent as well.
- 17.2. The contract, including the question of its valid conclusion, advance and subsequent effects, shall be subject to Austrian law exclusively, under exclusion of the reference standards of international private law and under exclusion of UN sales law.
- 17.3. The place of performance of delivery and payment shall be the manufacturer's registered office, even if transfer takes place at a different location according to the agreement.
- 17.4. If any provision from these general terms and conditions is or becomes invalid or impractical, this shall not affect the validity and practicability of the remaining provisions. The invalid and impractical provision shall be replaced by such valid and practical provision that comes as close as possible to the invalid or impractical provision in its economic content. Gaps shall be deemed filled by such provision that corresponds to what would have been reasonably agreed according to the contract's purpose if the gap had been known from the beginning.
- 17.5. The ordering and contract language shall be German.