

General Terms and Conditions of Sale and Delivery SAB Sondermaschinen- und Anlagen-Bau GmbH

1. Scope

All deliveries, services and offers from SAB Sondermaschinen- und Anlagen-Bau are made exclusively on the basis of these General Terms and Conditions of Sale and Delivery, irrespective of the nature of the legal transaction. All of our private-law declarations of intent are to be understood on the basis of these General Terms and Conditions of Sale and Delivery. We shall not accept any terms and conditions of the customer which contradict or deviate from our General Terms and Conditions of Business, unless we have agreed to their validity formally and in writing. Fulfilment of a contract negotiation shall not be deemed as an agreement to the conditions which deviate from our General Terms and Conditions of Business. The terms and conditions shall also be considered **the framework agreement for all further legal transactions between the contracting parties.**

2. Conclusion of the Contract

a) Our offers are **non-binding and free of charge**. Any verbal commitments, collateral agreements and the like deviating from these General Terms and Conditions of Sale and Delivery or other written declarations of intent, especially those given by sellers, delivery agents etc. are not binding upon us. The content of the brochures and advertisement announcements etc. will not be a component of the contract, unless expressly referred to.
b) Each contract requires an order confirmation to conclude the contract. The dispatch or delivery of the goods ordered by the customer also results in the conclusion of the contract.

3. Price

Unless otherwise expressly mentioned, all prices stated by use exclude sales tax. Should the labour costs between the contract conclusion and delivery be altered by means of collective bargaining agreements in the sector or internal work agreements, or should other costs relevant to the goods or services provided change, such as those for materials, energy, transport, sub-contracted work, financing, etc., we are entitled to increase or reduce the prices accordingly. If services are provided at the customer's request outside normal working hours, the respective statutory overtime premium will be charged for this period.

4. Payment Terms, Default Interest

a) Our invoices are due for payment upon receipt of goods. Without a special agreement, deduction of a cash discount is not permitted. In the event of a delay in payment, including partial payments, any cash discount agreements cease to be in force. Payments made by the customer shall not be recognised as paid until they have been credited to our business account.
b) In the event of default in payment, we are entitled to charge default interest at the legally stipulated rate.

5. Rescission of the Contract

a) In addition to the general legal terms, we are also entitled to rescind the contract in the event of a default of acceptance (point VII) or because of other important reasons, such as the institution of bankruptcy proceedings over the assets of a contractual party or the dismissal of a bankruptcy petition for lack of cost covering assets. In the event the contract is rescinded due to the fault of the customer, we have the option to claim a **lump-sum compensation for damages of 30% of the gross invoice amount or compensation for the actual loss or damage incurred.**
b) **In the case of a default of payment by the customer, we shall be released from all further performance or delivery obligations, and shall be entitled to withhold any outstanding deliveries or services and demand advance payments or guarantees or, if necessary, rescind the contract after setting a reasonable grace period.**
c) If the customer – without being entitled to do so – withdraws from the contract or wants to unjustifiably rescind it, we have the choice to insist on the fulfilment of the contract or to agree to the rescission of the contract; in the latter case, the customer is obligated to pay a **lump-sum compensation for damages of 30% of the gross invoice amount or compensation for the actual loss or damage incurred**

6. Collection and Reminder Fees

In the event of a default in payment, the customer shall reimburse us of the reminder fees incurred in the amount of 15€ plus postage per dunning letter, as well as an amount of 30€ per half-year for record keeping regarding the debt obligation in the dunning process. In addition, we need to be reimbursed for the necessary extrajudicial collection and reminder fees for the expedient legal prosecution of the matter e.g. the tariff costs of a lawyer.

7. Delivery, Transport, Default of Acceptance, Packaging

a) Our sales prices do not include any costs for delivery, assembly or installation. On request, however, these services will be rendered or organised by us in return for a separate payment. In this case, the actual costs incurred, together with an appropriate administrative fee, the minimum charge being the usual freight and carriage costs of the selected mode of transport on the day of delivery, will be invoiced for transport and delivery. Assembly and installation work is calculated according to the time needed, whereby an industry-standard hourly labour rate is considered agreed upon. Packing (pallets etc.) is charged at a flat rate.
b) If the customer has not accepted the goods as agreed (default of acceptance), we are entitled to store the goods with us at the cost and risk of the buyer, for which we charge a storage fee of 0.1% of the gross invoice amount per calendar day. At the same time, we are entitled either to insist on fulfilment of the contract or to rescind the contract after setting a reasonable grace period and to use the goods elsewhere. The purchaser shall pay a non-fault-related contractual penalty for the increased expenses and possible reduction in revenue in the amount of 25% of the agreed total price.

8. Transfer of Risk

Regardless of statutory provisions, the risk of accidental loss or deterioration will in any event be transferred to the buyer upon delivery to the carrier – also upon delivery to the destination.

9. Delivery Period

a) **We are only obligated to carry out our services as soon as the customer has fulfilled all his/her obligations** that are necessary to carry out our services, in particular all technical and contractual details, preparatory work and preparatory measures.
b) We are entitled to **exceed** the agreed dates and delivery deadlines **up to two weeks**. The customer can only rescind the contract after a reasonable grace period has elapsed after the expiry of this deadline. We cannot be held liable for a circumstance where it is impossible to deliver, despite the confirmation of the order, due to exceptional circumstances such as the bankruptcy of a supplier or the unexpected inability to deliver by a sub-supplier.

10. Place of Fulfilment

The place of fulfilment is the place of business of SAB Sondermaschinen- und Anlagen-Bau in 8530 Deutschlandsberg.

11. Minor Service Changes

Minor or other reasonable changes to our service or delivery obligations to our customers are initially deemed to have been approved.

12. Warranty, Obligation to Inspect and Notify of Defects

a) Our warranty obligation extends only to a quality level in accordance with the Austrian and EU legal norms.
b) In the event of a defect that can be remedied, we fulfil a warranty claim at our discretion either by replacement, repair within a reasonable period or by a price reduction. **Claims for damages by the customer, which are aimed at remedying the defect, can only be asserted if we are in default with the fulfilment of the warranty claim.**
c) The goods must be checked immediately after delivery. We must be notified immediately in writing of any defects found, within two days from the date of delivery at the latest, indicating the nature and extent of the defect. Latent defects must be immediately reported in writing, but no later than two days after their discovery. If a notice of defects is not filed or is not filed on time, the goods shall be deemed approved.
d) In principle, the moment the goods are handed over to the freight forwarder or freight carrier by SAB is decisive for the assessment of the contractually compliant condition of the goods. In the case of "free domicile," it is the moment the goods are unloaded at the addressee.

13. Compensation for Damages

a) In cases of slight negligence, all claims for damages against us are excluded. The burden of proving **negligence** lies with the injured party.
b) **Claims for damages shall become statute barred within 6 months of gaining knowledge of the damage and the party at fault. The absolute limitation period for claims for damages is 10 years from the transfer of risk.** The terms on compensation included in these General Terms and Conditions of Sale and Delivery or otherwise agreed upon terms shall also apply if the claim for damages is claimed alongside or instead of a warranty claim.
c) Claims arising from production losses or lost profits are in any event excluded.
d) In any case, claims for damages by the purchaser shall be limited in amount to the agreed upon total price.

14. Product Liability

Recourse claims as specified in the § 12 Product Liability Act are excluded, unless the person entitled to recourse proves that the fault was within our sphere of responsibility and was at least the result of gross negligence.

15. Retention of Title and Its Assertion

a) All goods and items are delivered by us under retention of title and remain our property until full payment, including all secondary claims. **In the case of an outstanding invoice, the retention of ownership acts as collateral for our outstanding balances.**
b) In the case of reclamation or repossession of an item by us that is subject to retention of title, a rescission of the contract shall only take place if the latter is expressly declared. When returning goods, we are entitled – regardless of further claims – to charge incurred transport and handling expenses.
c) If the purchaser **processes or works** on the delivered goods or items before fulfilling all of our claims, **he/she will not acquire ownership of it/them.** We acquire co-ownership of the resulting new item in the ratio of the value of the goods delivered by us to the other processed goods at the time of the processing or work.
d) **The goods subject to the retention of title are not allowed to be pledged or pledged as security. In the case of seizures or other claims by third parties, the buyer is obligated to assert our right of ownership and notify us immediately.**
e) **The customer bears the full risk for the goods subject to retention of title, in particular for the risk of destruction, loss or deterioration.**

16. Transfer Order

SAB is entitled to transfer an owed service wholly or in part to a subcontractor of its choice without the consent of the customer.

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17. Assignment of Receivables, Prohibition of Offsetting

a) **In the case of deliveries subject to retention of title**, the customer shall already assign his/her claims against third parties to us, as long as these arise through the sale or processing of our goods, until the final payment of our receivable. If the customer is in default with his/her payments to us, then the incoming sales proceeds to him/her shall be separated and the customer can only hold these in our name. Any claims against an insurer are already assigned to us within the limits of § 15 VersVG.

b) **Claims against us** are not allowed to be assigned without our express consent.

18. Retention

In the case of a justified complaint, the customer is **not entitled to withhold the entire gross invoice amount, but rather an appropriate part**, except in the case of a rescinded transaction.

19. Loan Default

If the customer has to pay his/her payment obligations in partial amounts, it is agreed that in the case of a late payment, only one instalment for all outstanding partial services will be due immediately without any further postponement.

20. Applicable Law and Court of Jurisdiction

Austrian law applies. The applicability of the UN-Sales Law is expressly excluded. The contract language is German. The contracting parties agree to Austrian domestic jurisdiction. The competent court of jurisdiction at our company's place of business has exclusive jurisdiction for resolving all disputes arising from this contract.

21. Data Protection, Change of Address and Copyright

a) The customer grants his/her consent that the **personal data** contained in the sales contract can be electronically stored and processed in the fulfilment of this contract.

b) The customer is obligated to **disclose any changes to his/her residential or business address, as long as** the legal transaction covered by the contract is not fully fulfilled on both sides. **If this is not disclosed, statements shall also be considered submitted if they were sent to the last known address.**

c) Plans, sketches or other technical documents, as well as samples, catalogues, brochures, illustrations and similar, always remain our intellectual property; the customer shall not be granted any usage or exploitation rights whatsoever.

22. Severability clause

Should individual terms of these General Terms and Conditions of Sale and Delivery be or become invalid or impracticable in whole or in part, this shall not affect the validity of the remaining terms.