

GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

All deliveries, services and offers of our company are based exclusively on these Terms and Conditions; any terms of the customer that are contradictory or deviate from our Terms and Conditions will not be recognised unless we have agreed to their applicability in writing. Contract actions on our part shall not be interpreted as agreement to deviate from our terms. These Terms and Conditions will also serve as a framework agreement for all future legal transactions between the parties.

2. CONCLUSION OF CONTRACT / WITHDRAWAL FROM CONTRACT

2.1. The acceptance (order confirmation) of a customer's contractual offer must be made in writing in order to have legal effectiveness; alternatively, shipment of the goods ordered by the customer will also cause the contract to be concluded. When offers are made to us, the offerer will be bound to the offer for at least eight days after receipt of the offer.

2.2. Unless other agreements have been made in individual cases, grossly negligent delivery delay by us and the eventless passing of an extension period set in writing are the necessary requirements for the purchaser to withdraw from a contract. Withdrawal must be declared by way of registered letter or will otherwise be ineffective.

2.3. In particular, we will be authorised to withdraw from a contract if performance of the delivery or starting or continuation of the service is impossible or will be delayed despite the setting of an appropriate extension period, due to reasons for which the purchaser is responsible; if doubts arise about the purchaser's ability and/or willingness to pay and if the purchaser has, upon our request, neither made an advance payment nor provided a suitable guaranty; or if the extension of the originally agreed delivery time or the total of multiple extensions equals at least six months or more than half of the originally agreed delivery time.

2.4. Withdrawal may be declared also for a remaining unfulfilled portion of the delivery or service for the reasons described above.

2.5. If insolvency proceedings are opened against the assets of a contractual party or an application to open insolvency proceedings is denied due to lack of sufficient assets, the other party to the contract will be authorised to withdraw from the contract without setting an extension period.

2.6. Notwithstanding our damage compensation claims including pre-trial expenses, in the event of withdrawal, any partially or fully completed services shall be invoiced and paid in accordance with the contract. This also applies to cases where the purchaser has not yet accepted the delivery or service, as well as to preparatory actions taken by us. Instead of invoicing according to the contract, we are authorised, notwithstanding our damage compensation claims, to seek the return of previously delivered objects.

2.7. Additional consequences of withdrawal are excluded.

3. PRICES AND PAYMENT TERMS

3.1. All of the prices stated by us are non-binding and exclude sales tax unless explicitly stated otherwise. Unless otherwise agreed, prices will be ex works or ex fulfilment warehouse specified in the order confirmation without expenses for packaging, transportation insurance, freight, and assembly.

3.2. We can charge surcharges to compensate for the additional expense of delivering small quantities.

3.3. If wage costs change due to collective bargaining agreements in the industry or internal agreements or if other cost items or services relevant to the calculation, such as

materials, energy, transportation, third-party work, financing, etc. change, we will be authorised to change the prices accordingly. Point 3.3 does not apply to consumer transactions.

3.4. All payments are due within 30 days of the date of our invoice without any discounts or with a 2% discount within 14 days, unless otherwise agreed in writing.

3.5. In commercial transactions, companies will be charged default interest in the amount of 10% p.a. over the current discount rate plus any provisions for expenses, notwithstanding additional claims for damage compensation. In non-commercial transactions or transactions with non-companies, default interest in the amount of 8% p.a. over the current discount rate will be charged plus any provisions for expenses, notwithstanding additional claims for damage compensation. In the event of an instalment payment agreement, default will occur upon incomplete and/or delayed payment of an instalment.

3.6. In the absence of contrary agreements, our receivables shall be paid immediately against and in turn for handing over the goods. In the event of payment default, including with partial payments, all agreements on discounts will be invalid. Customer payments are considered complete only at the time of their receipt in our business account.

3.7. If the receivables from the delivery are listed in a current invoice, the retained property will secure the highest outstanding balance.

3.8. Expenses associated with international wire transfers will be borne by the customer.

3.9. Payment shall be made by way of wire transfer to Franz Moser GmbH. We are not obligated to accept payments made by check or bill of exchange. In all cases, submission of a check or bill of exchange will be accepted only conditionally. Submission does not result in deferral of the debt. The customer will bear the expenses associated with processing a check or bill of exchange.

3.10. Our contractual partner is not authorised to offset its receivables or claims, irrespective of legal title, against our receivables and claims or to settle our receivables by way of offsetting or to withhold the payment of our receivables or claims due to asserted receivables and claims of its own.

3.11. In cases of repairs, leasing of machinery or other objects, the hourly rates and materials prices applicable at the time the service is completed will be applied, whereby travel and waiting time is considered working time. Our rates will apply to any overtime or surcharges for night work, Sunday work and holiday work. Travel, daily, and overnight charges will be invoiced to the customer separately.

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4. DUNNING AND COLLECTION EXPENSES

4.1. The customer accepts the obligation, in the event of default, to compensate the creditor for any dunning and collection expenses, to the extent these are necessary for legal action, whereby it is particularly obligated to reimburse at a maximum the remuneration of the utilised collection agency, which results from the BMwA ordinance over maximum rates charged by collection agencies.

4.2. If the creditor performs dunning itself, the debtor will be obligated to pay, at a minimum, an amount of €5.00 for each reminder as well as €3.63 semi-annually for the retention of evidence of the debt relationship in the dunning process.

5. DELIVERY, TRANSPORT, DEFAULT OF ACCEPTANCE

5.1. If we contractually assume delivery of the goods, the place of fulfilment specified in Point 10 will not change.

5.2. If it is agreed that Franz Moser GmbH will perform delivery, the customer must ensure that the delivery path is negotiable by a heavy truck.

5.3. Our sales prices do not include any expenses for delivery, assembly or set up. However, we will perform or organise these services for a separate charge upon request. In doing so, we will charge actually incurred costs for transport or delivery plus a reasonable standard surcharge, but at least the applicable or regular freight and carriage charges for the selected form of transportation on the day of delivery. Assembly tasks will be invoiced according to time expenditures, whereby an industry standard man-hour rate is agreed.

5.4. If the customer has not accepted the goods as agreed (default of acceptance) we will be authorised, following the passing of an extension period, to either store the goods at our location, whereby we will invoice a storage charge equal to 0.1% of the gross invoice amount per started calendar day, or to store the goods at an authorised commercial warehouse at the customer's expense and risk. At the same time, we are authorised to either insist on fulfilment of the contract or, following a reasonable extension period of at least two weeks, to withdraw from the contract and dispose of the goods in another manner.

5.5. Unless otherwise agreed, we are allowed to make partial deliveries. The customer shall inspect, accept, and pay for these.

6. DELIVERY TIME

6.1. We will be obligated to perform delivery only once the customer has fulfilled all of its obligations required for performance, particularly all technical and contractual details, preliminary work and preparatory measures.

6.2. We are authorised to exceed the agreed dates and delivery times by up to six weeks. Only after passing of this time period, the customer may withdraw from the contract after setting a reasonable time extension.

7. LIABILITY/DAMAGE COMPENSATION

7.1. If the customer is a commercial enterprise, the customer must notify us in writing of any defects without delay, but no later than within a three-day period. If the contractual partner fails to provide notification, it can no longer assert warranty claims, damage-compensation claims due to the defect itself, nor any claims associated with erroneous determination of an absence of defects. If such a defect appears later, it must also be declared to us without delay, but no later than within a three-day period, otherwise the customer will no longer be able to assert the aforementioned claims, even in consideration of this defect.

7.2. Visually detectable transportation damage must be declared immediately after receipt of the goods and the vendor must be notified without delay in writing about the type and extent of damage and/or this information shall be noted in detail on the shipping documents while on-site and recorded also by the vendor as confirmation of the claim.

7.3. Irrespective of the legal reason, we will be liable for damages resulting from a defect on the delivery itself or from an action or omission only to the extent of damage that is typical for the contract or foreseeable.

7.4. We will be liable for damages resulting from the actions of an employee or vicarious agent only if these persons have acted within the scope of their duties. We will be released from this liability to the extent that damage results from conditions and the consequences thereof that could not be avoided even with extraordinary diligence (force majeure).

7.5. Additionally, our liability is excluded to the extent that there are no contradictory compulsory legal regulations. We are not liable for violations of secondary obligations, inadequate financial outcomes, loss of profit, secondary damages, consequential harm caused by a defect, nor damages resulting from third-party claims against the customer.

7.6. All damage compensation claims are excluded in cases of minor negligence. This does not apply to personal injury or, in cases of consumer transactions, to damage on items accepted for processing.

7.7. Except in cases of consumer transactions, the damaged party must prove the existence of minor or gross negligence.

7.8. The damage-compensation stipulations contained in these terms or otherwise agreed will apply even if damage-compensation claims are asserted in addition to or instead of a warranty claim.

7.9. Will be liable for goods or parts of goods that we have obtained from vendors only within the framework of warranty claims which we are entitled to assert against the vendors.

7.10. If the contractual partner complies with the agreed payment terms, we will be obligated to remove, in accordance with the following stipulations, every remediable defect that detracts from functionality and that is based on a design fault, the material, or execution and which existed at the time of transfer. We are not liable for specifications in catalogues, brochures, promotional documents, or written or verbal statements that were not explicitly included in the contract and no warranty or other claims against us can be derived from this.

7.11. In cases of commercial transactions, including with contractual partners, the warranty period is 12 months unless special warranty periods have been agreed for individual delivered items. The duration of the statute of limitations begins at the time of transfer.

7.12. Refer to Points 7.1 and 7.2 for the timeliness of notification of defects. Notifications of defects must be made in writing for legal effectiveness. The warranty claimant is also obligated to immediately provide access to the documents or data related to or associated with the defect. When a warranted, remediable defect is present, we will have the choice of improving the defective goods or defective part at the place of fulfilment, request shipment of the goods or parts to us for repair, or grant an appropriate price reduction.

7.13. When warranty tasks are performed at the purchaser's place of business, the necessary support personnel, lifting apparatus, scaffolding, small materials, etc. shall be provided at no charge.

7.14. If we manufacture goods based on design specifications, drawings, models, or other specifications of the purchaser, the liability of the seller will extend only to the conditional execution.

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7.15. Defects that arise due to arrangement and assembly not instituted by us, insufficient facilities, failure to observe installation requirements and usage conditions, overuse of parts beyond our specifications, negligent or improper handling, and use of unsuitable operational materials are excluded from warranty; this applies also to defects resulting from materials provided by the purchaser. We are also not liable for damages resulting from third-party actions, atmospheric discharges, excessive voltage, and chemical influences. The warranty does not extend to the replacement of parts that are subject to natural wear.

7.16. The warranty will terminate immediately if the purchaser itself or any third parties not explicitly authorised by us performs changes or repairs to the delivered objects.

7.17. Stipulations 7.1 to 7.15 apply accordingly to every liability for defects due to other legal reasons.

8. RETENTION OF TITLE AND ASSERTION THEREOF

All goods will be delivered by us with retention of title and will remain our property until full payment. Assertion of retention of title includes withdrawal from the contract only when explicitly declared. If reclaiming goods, we are authorised to invoice for incurred charges for transportation and manipulation. In the event of third-party interventions on the retained goods, particularly in the form of garnishments, the customer will be obligated to refer to our ownership and notify us without delay. The holder/owner of the retained goods may not dispose of the goods until full settlement of the outstanding purchase price claims, in particular it may not sell, pledge, gift or lend the goods. The customer bears the full risk for the retained goods, particularly for the risk of decay, loss or deterioration.

9. ASSIGNMENT OF CLAIMS

When goods are delivered with retention of title, the customer assigns to us, already at this time, its claims against third parties to the extent these arise through disposition or processing of our goods, even if this occurs in a manner that is in violation of the contract. The customer must, at our request, name its purchaser and inform them in a timely manner of the assignment. The assignment shall be entered into the accounting books, particularly in the list of open items, and shall be made visible to the purchaser on delivery documents, invoices, etc. If the customer is in payment default with us, any sales revenue that it receives shall be recorded separately and the customer will possess these funds only in our name. Claims of any kind against an insurance provider are ceded already now to us within the boundaries of § 15 of the German Insurance Contract Law (VVG).

10. PLACE OF FULFILMENT / TRANSFER OF RISK:

The place of fulfilment for deliveries and services is the corporate headquarters or subsidiary of Franz Moser GmbH.

In all cases, Austrian formal and material law apply. Place of payment and fulfilment for the parties to the contract is the corporate headquarters of the lessor. The court responsible for these matters in Spittal/Drau is agreed as the place of jurisdiction.

11. CHOICE OF LAW, PLACE OF JURISDICTION

Austrian law applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. The contract language is German. The parties to the contract agree on Austrian, domestic jurisdiction. If cases not

involving a consumer transaction, the court responsible for these matters at the headquarters of our company will be only locally responsible for deciding all disputes arising from this contract.

12. DATA PROTECTION, CHANGE OF ADDRESS AND COPYRIGHT

12.1. The customer grants its approval that even all personal data contained in the purchase contract will be automatically stored and processed in fulfilment of this contract.

12.2. The customer is obligated to notify us of changes to its residence or business address as long as the contract-related transaction has not been completely fulfilled by both sides. If no notice is given, any declarations will be considered delivered when sent to the most recently known address.

12.3. Diagrams, sketches or any other technical documentation as well as samples, catalogues, brochures, images and similar will always remain our property; the customer is given no usage or exploitation rights whatsoever.

12.4. We may demand the return of all of the documents mentioned above at any time; in any case, they must be returned to us unprompted and without delay if the contract is not realised.

Special terms for lease service**13. LEASE CONTRACT**

13.1. The lease period begins with the delivery of the unit to the site and ends when it leaves the site.

13.2. The lessee is responsible for ensuring access to the work site.

13.3. From the time the unit is transferred, the machine will be in the custody, sole responsibility and liability of the lessee. The transfer of risk will end for the lessee only with proper return of the unit and signing of the return log.

13.4. The lessee explicitly acknowledges that the leased unit is only insured for liability, but not comprehensively insured. The lessor recommends expanding the coverage of the lessee's general liability insurance to cover the leased unit for the duration of the lease period.

13.5. If the lease period will be shortened or extended, the lessor must be notified at least two days in advance.

13.6. If the leased unit cannot be used due to poor weather or any other reasons for which the lessor is not responsible, the downtime will be borne by the lessee.

13.7. The lessee is obligated to daily check the level of motor oil, hydraulic oil and water and refill these fluids when necessary at no charge to the lessor. The lessee is liable for any damages and expenses that result from a lack of operating media.

13.8. The lessor must be notified without delay of any disturbances on the unit.

13.9. The lessee is responsible for the suitability of the leased unit for its intended purposes. The lessee must obtain any official special approvals and road closures necessary for operations at its own expense and risk.

13.10. If there are any changes to the lessee's ability to pay between submission of the offer and performance, or if any conditions become known that call the ability to pay into question, the lessor will be authorised to either request payment in advance or withdraw from the contract.

13.11. Compensation is calculated from the time of departure until the return of the units to our company. Each started day will be included in full in the calculation.

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13.12. The lease rate is solely for the costs of the unit without operating personnel and fuel. The lease unit is delivered with a full tank and shall be returned with a full tank. If the lessor fills the tank after return, the regular daily fuel price will be charged.

13.13. The lease prices specified by the lessor refer exclusively to a maximum daily usage time of nine hours.

13.14. Lease invoices are due for payment immediately upon receipt without discounts.

13.15. The lessee is not authorised to offset the receivables and claims of the lessor against its own purported or actual claims and receivables. A right of retention of the lessee is excluded.

13.16. No liability is assumed for any failure of the unit.

13.17. The lessee is liable for all damages and consequential damages that occur to the unit and are caused by the unit.

13.18. With acceptance of the unit or signing the transfer log by the lessee or its appointee, all risks and hazards related to the unit are transferred to the lessee. The lessee assumes full liability and warranty for the accepted unit. This liability also includes all personal injury at the transferred unit, all damages caused by the transferred unit or any other damages caused by or with the unit.

13.19. Place of fulfilment/place of jurisdiction Point 10 of the General Terms and Conditions apply also without restrictions to all lease contracts and lease services.

14. CONDITIONS OF USE

14.1. The lessee is obligated to use the units in a careful manner, to protect them against overuse and to observe all legal regulations associated with ownership, use or preservation of the unit. The units may be used only in accordance with the regulations without exceptions. The lessee is responsible for the suitability of the leased unit for its intended purposes.

14.2. The lessee will utilise the operating instructions for operation of the unit. During rough work, the unit must be adequately covered and protected. This applies particularly to painting, welding and cleaning tasks with acid. Spray and sand jet work is prohibited.

14.3. The lessee has unrestricted liability to the lessor that all people working with or at the machine during the lease period have the necessary knowledge for handling the unit and possess the necessary authorisation for using and operating the unit.

14.4. The units are not secured against theft; the lessee is liable for any theft or damage caused by third parties, even when properly stored, as well as any of the lessor's downtime claims resulting from theft or damage. In all cases, the unit must be effectively secured against unauthorised starting. The lessee is also liable for all damages that it or its people cause to the machine as well as for all resulting machine downtime due to this damage.

15. FINAL CLAUSES

15.1. Place of fulfilment/place of jurisdiction Point 10 of the General Terms and Conditions apply also without restrictions to all lease contracts and lease services.

15.2. Changes and amendments must be made in writing to be effective. If individual stipulations are invalid, this will not affect the validity of the General Terms and Conditions nor of the Special Terms for Lease Service. The invalid stipulation will be replaced by a valid or effective stipulation that most closely corresponds to the financial purpose of the invalid stipulation.