

GENERAL TERMS AND CONDITIONS

for delivery and assembly of HETWIN Automation Systems GmbH, FN 370161f, Mitterweg 15, 6336 Langkampfen
current status: march 2023

1. APPLICATION

- 1.1 These terms and conditions shall apply to all agreements with natural persons and legal entities (hereinafter referred to as "customer") for the legal transaction in question as well as for all future transactions, even if no express reference is made to them in individual cases, in particular for future supplementary or follow-up orders.
- 2.1 The version of our General Terms and Conditions valid at the time of conclusion of the contract, which can also be found on our homepage: www.hetwin.at, shall apply in each case.
- 3.1 The contractual language for conclusions and services is exclusively German.
- 4.1 We contract exclusively on the basis of our General Terms and Conditions.
- 5.1 The customer's terms and conditions or amendments or supplements to our General Terms and Conditions require our express written consent in order to be valid.
- 6.1 The customer's terms and conditions shall not be recognized even if we do not expressly object to them after receipt.

2. OFFER | CONCLUSION OF CONTRACT

- 2.1 Unless expressly agreed otherwise, our offers are non-binding and constitute an invitation to the customer to submit an offer. We shall not be bound until we have confirmed the offer in writing (and received any agreed advance payment).
- 2.2 Promises, assurances and guarantees on our part or agreements in connection with the conclusion of the contract that deviate from these General Terms and Conditions shall only become binding towards the customer upon our written confirmation.
- 2.3 Information about our products and services given in catalogues, price lists, brochures, advertisements on trade fair stands, circulars, advertising mailings or other media (information material) that is not attributable to us must be presented to us by the customer - provided that the customer bases his decision to place an order on such information. In this case, we may comment on their accuracy. If the customer violates this obligation, such information shall not be binding unless it has been expressly declared in writing to be part of the contract.
- 2.4 Estimates of costs are prepared without guarantee and are subject to payment. If an order is placed for all the services included in the estimate of costs, the fee for the estimate of costs shall be deducted from the invoice in question.
- 2.5 Our employees are not entitled to make binding contractual commitments. Such commitments shall only be valid if they are confirmed to the customer in writing or by e-mail by the management or an expressly authorized person.

3. PRICES

- 3.1 Unless otherwise stated in the offer, prices quoted in offers are valid for a maximum of 14 days from the date of the offer. We expressly reserve the right to increase prices by more than 5% of the GHPI (wholesale price index) 2020 due to short-term changes in the price of raw materials.
- 3.2 Unless otherwise stated in the offer, the prices are in euros.
- 3.3 For services ordered by the customer which are not covered by the original order, we are entitled to an appropriate fee.
- 3.4 Prices are quoted exclusive of the applicable statutory value added tax and ex warehouse. Packaging, transport, loading and shipping costs as well as customs duties and insurance shall be borne by the customer. We are only obliged to take back packaging if expressly agreed.

4. PAYMENT

- 4.1 Unless otherwise agreed, 50% of the agreed remuneration shall be paid at the latest 8 weeks before the delivery date. A further 45% shall be paid on delivery and the remaining 5% after commissioning, but no later than 6 weeks after delivery.
- 4.2 The right to deduct a discount requires an express written agreement with the customer.
- 4.3 Payment dedications made by the customer on transfer vouchers are not binding for us.
- 4.4 Pursuant to article 456 of the Austrian Commercial Code (UGB), we shall be entitled to charge entrepreneurs as customers interests at 9.2% points above the base interest rate in the event of a default in payment for which they are responsible. Towards consumers, we charge an interest rate of 4%.
- 4.5 We reserve the right to claim further damages for default.
- 4.6 If the customer is in default of payment under other contractual relationships existing with us, we shall be entitled to suspend the fulfillment of our obligations under this contract until the customer has fulfilled his obligations properly.
- 4.7 We shall then also be entitled to call due all claims for services already rendered from the ongoing business relationship with the customer.
- 4.8 The customer shall only be entitled to set-off insofar as counterclaims have been established by a court or recognized by us.
- 4.9 The customer is not entitled to assign claims and rights arising from the contractual relationship without our written consent.
- 4.10 If the payment deadline is exceeded, any discount granted (rebate, deductions, etc.) expires and is added to the invoice.

- 4.11 For reminders necessary and appropriate for collection, the customer undertakes to pay a reminder charge of € 20.00 per reminder in the event of a delay in payment for which he is responsible, if and to the extent to which this is in reasonable proportion to the claim being pursued.
- 4.12 Our employees are expressly not authorized to collect debts.

5. CREDIT ASSESSMENT

- 5.1 The customer declares his express consent that his data may be transmitted to the state-preferred creditor protection associations, Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870 (KSV) or the protection associations of the country in which the customer has his registered office, exclusively for the purpose of creditor protection.

6. OBLIGATIONS OF THE CUSTOMER TO COOPERATE

- 6.1 Our obligation to perform shall commence at the earliest as soon as the customer has fulfilled all constructional, technical and legal requirements for the performance which are described in the contract or in the information provided to the customer prior to the conclusion of the contract or which the customer should have known due to relevant expertise or experience and after any agreed advance payment has been made.
- 6.2 The customer shall arrange at his own expense for the necessary permits from third parties as well as for notifications and permits from authorities. Furthermore, the customer shall ensure at his own expense the necessary loading and unloading for the entire construction period, in particular provide unloading crane, cherry picker or telehandler including driver.
- 6.3 The customer is obliged to properly prepare any preparations required on site, in particular to ensure the load-bearing capacity of suspensions, anchors or the ground and sufficient ground cover (Cnom concrete cover) and to carry out any necessary static calculations at his own expense. Suspension points are to be produced according to our specifications; the costs of the necessary planning and statics are to be borne by the customer.
- 6.4 The customer shall bear the costs for the energy required for the time of installation and trial operation, software updates or repairs. An internet connection and a CAT6 data cable from the office to the control cabinet must be provided during commissioning. Furthermore, the entire power supply and the cabling of the system (including CAT6 cable according to the plan for the entire network supply of the equipment) shall be carried out on site in accordance with the relevant regulations and standards at the place of installation.
- 6.5 If the customer does not comply with this obligation to cooperate, our performance shall not be deemed defective – only in respect of the performance capacity not fully given due to incorrect information given by the customer - and the customer shall not be entitled to any claim for warranty or damages.

7. PERFORMANCE

- 7.1 We are only obliged to take into account the customer's subsequent requests for changes and extensions if they are necessary for technical reasons in order to achieve the purpose of the contract. The costs for this shall be borne by the customer.
- 7.2 Minor changes to our performance which are reasonable and objectively justified for the customer shall be deemed to have been approved in advance.
- 7.3 If, for whatever reason, the order is amended or supplemented after the order has been placed, the delivery or performance period shall be extended by a reasonable period of time.
- 7.4 If, after the conclusion of the contract, the customer wishes the performance to be carried out within a shorter period of time, this shall constitute an amendment to the contract which shall only be possible with the producer's consent. As a result, overtime may become necessary and/or additional costs may be incurred due to the acceleration of material procurement, as a result of which the remuneration shall be increased appropriately in relation to the necessary additional expenditure.

8. BEARING OF RISK

- 8.1 In the event of a sale by delivery, we shall be free to choose the method of shipment of the goods and the means of transport. The customer shall be deemed to have approved the chosen method of shipment. The sale by delivery shall always be for the account and at the risk of the customer.
- 8.2 Accident and risk shall pass to the customer as soon as the subject matter of the contract has been handed over to the carrier or, in the case of delivery by us, as soon as the subject matter of the contract has been delivered.
- 8.3 Unloading of delivered goods on site is at the risk of the customer. The customer is obliged to provide any necessary equipment for this purpose.
- 8.4 The customer is further obliged to store delivered goods, machines or plant components properly at his own expense and risk until installation.

9. DELAY IN DELIVERY

- 9.1 It is expressly agreed that in the event of delays in acceptance or delivery of up to 4 months from the agreed delivery date, no claims may be asserted on account of such delay, provided that notice of the delay is given within 8 days before the agreed delivery date. In the event that contractual performance is prevented due to force majeure, which also includes weather-related obstacles to delivery or traffic problems, and in the event of delayed delivery of parts from suppliers required for the manufacture of the subject matter of the contract, the customer shall have no claim for compensation of any kind, provided that delivery takes place after such obstacle has ceased to exist. If preparatory work by the customer or third parties is required for the delivery and assembly of the subject matter of the contract, the customer shall notify us in writing immediately after completion of the work and in due time before the agreed delivery date. If such notification is not made in due time before the agreed delivery date, the customer shall not be entitled to claim from us any costs and damages arising from a delayed delivery. If we incur additional costs (e.g. storage fees, price increases, other increases of the calculation basis, etc.) as a result of a delay of any kind for which the customer is responsible, these shall be reimbursed by the customer in the amount actually incurred.
- 9.2 If the delivery date is exceeded by more than 4 months, each contracting party shall be entitled to declare its withdrawal in writing to the contracting party responsible for exceeding the date, setting a reasonable grace period.

10. WITHDRAWAL FROM THE CONTRACT

- 10.1 In the event of a justified withdrawal from the contract, we may demand liquidated damages in the amount of 10% of the order value plus VAT without proof of the actual damage. The obligation to pay damages by the customer is independent of fault.
- 10.2 Irrespective of this obligation to pay a penalty, we shall also be entitled to claim the actual, possibly higher, damage from the customer instead of liquidated damages.
- 10.3 In the case of returns, we are entitled to charge handling fees of 10% of the value according to the offer.

11. RETENTION OF TITLE

- 11.1 The goods delivered, assembled or otherwise handed over by us shall remain our property until payment has been made in full.
- 11.2 If the customer is in default of payment, we shall be entitled to demand the return of the goods subject to retention of title, after setting a reasonable grace period.
- 11.3 The customer must notify us immediately before the opening of any insolvency proceedings against his assets or the seizure of our goods subject to retention of title.
- 11.4 The customer declares his express consent that we may enter the location of the goods subject to retention of title in order to assert our retention of title and that we may take the items subject to retention of title with us.
- 11.5 The customer shall bear any necessary and reasonable costs for the appropriate legal prosecution.

12. WARRANTY

- 12.1 The provisions of the statutory warranty shall apply. However, it is expressly agreed that the warranty period for our deliveries and services and the subject matter of the contract shall be one year from handover.
- 12.2 In the absence of any agreement to the contrary (e.g. formal acceptance), the time of handover shall be the time of completion in the case of assembly, otherwise the time of delivery or the agreed time of acceptance if acceptance is refused without giving reasons.
- 12.3 If a handover is provided for on a step-by-step basis and the customer fails to attend the handover date notified to him, the handover shall be deemed to have taken place on that date.
- 12.4 Remedies of a defect alleged by the customer do not constitute an acknowledgement of the defect alleged by the customer.
- 12.5 The entrepreneurial customer must allow us at least two attempts to remedy the defect.
- 12.6 If the customer's allegations of defects are unjustified, the customer shall be obliged to reimburse us for any expenses incurred in determining that the goods are free of defects or in rectifying the defects.
- 12.7 The entrepreneurial customer must always prove that the defect was already present at the time of the handover.
- 12.8 Defects in the object of the contract or parts which the customer has discovered or should have discovered by examination in the ordinary course of business after delivery must be notified to us in writing without delay, at the latest 8 days after the handover. Hidden defects must also be notified within this reasonable period from the time of discovery.

- 12.9 Any use of the defective machine or parts of it that threaten further damage or make it difficult or impossible to determine the cause shall be discontinued by the customer immediately, unless this is unreasonable.
- 12.10 If a notice of defect is not made in due time, the goods shall be deemed to have been approved.
- 12.11 We may avert a claim for redhibitory action by improving the goods or by reducing the price appropriately, unless the defect is substantial and irremediable.
- 12.12 The customer is obliged to enable us to determine the defect without delay.

13. LIABILITY

- 13.1 We shall be liable for breach of contractual or pre-contractual obligations, in particular due to impossibility, delay etc. in the case of financial loss only in cases of intent or gross negligence.
- 13.2 Our liability towards customers is limited to the maximum liability amount of any liability insurance concluded by us.
- 13.3 The exclusion of liability also includes claims against our employees, representatives and vicarious agents for damage which they cause to the customer without reference to a contract on their part with the customer.
- 13.4 We expressly accept no liability for employees and helpers provided on site by the customer. A SIGE plan (safety and health protection plan) is to be provided by the customer without any liability on our part.
- 13.5 The customer is solely responsible for the expert operation and care of the equipment. Our liability is excluded for damage caused by improper handling or storage, overloading, non-compliance with operating and manufacturer's instructions, faulty commissioning, maintenance, servicing by the customer or natural wear and tear, insofar as this event was causal for the damage. Likewise, the exclusion of liability exists for the failure to carry out the necessary maintenance.
- 13.6 If and to the extent that the customer can claim insurance benefits for damages for which we are liable through a damage insurance policy of its own or concluded in its favour, the customer undertakes to claim the insurance benefit. In this respect, our liability is limited to the disadvantages incurred by the customer as a result of making use of this insurance (e.g. higher insurance rate).

14. SEVERABILITY CLAUSE

- 14.1 Should individual parts of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining parts.
- 14.2 The customer and we hereby jointly undertake - proceeding from the knowledge and understanding of parties contracting in good faith - to agree on a substitute provision which comes as close as possible to the economic result of the invalid provision.

15. DATA PROTECTION

- 15.1 The personal data included in the contract shall be processed by us with the aid of automated systems in order to fulfil the contract and shall be stored for as long as is necessary for the fulfilment of the contract and the enforcement of the law. Fulfilment of the contract is not possible without data processing. This data is treated confidentially and is used exclusively for internal purposes. Unless a separate agreement is made, personal data will not be passed on to third parties. Reference is made to the right of access to the personal data concerned as well as to the right of rectification and the right of data portability. The data subject also has the right to lodge a complaint with the supervisory authority.
- 15.2 The customer shall be obliged to notify the contractor of any changes to his residential or business address as long as the legal transaction which is the subject matter of the contract has not been mutually fulfilled. If the notification is omitted, declarations shall be deemed to have been received even if they are sent to the last address notified.

16. GENERAL INFORMATION

- 16.1 It is expressly agreed that Austrian substantive law shall apply under exclusion of the UN Convention on Contracts for the International Sale of Goods and the Conflict of Laws Rules. Furthermore, the international jurisdiction of Austria is expressly agreed.
- 16.2 The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the customer is the court competent for the registered office of our company in A-6336 Langkampfen.