

General Terms and Conditions of Nordfels GmbH (GTC)

1. Validity

1.1. These Terms and Conditions shall apply between Nordfels GmbH and natural persons and legal entities (hereinafter referred to as Customer) for the present company-related legal transaction as well as for all future transactions, even if no express reference is made to them in individual cases, in particular in the case of **future supplementary or follow-up orders**.

1.2. The version of our GTCs valid at the time the contract is concluded shall apply, available on our website at: www.nordfels.com/gtc.

1.3. **Terms and conditions of the customer** or amendments or supplements to our GTC require our express written consent in order to be valid.

1.4. The customer's terms and conditions shall not be recognized even if we do not expressly **object to** them upon receipt.

2. Prices

2.1. Prices are **not** to be understood as **all-inclusive prices**.

2.2. For services ordered by the customer which **are not covered by the original order**, Nordfels shall be entitled to reasonable remuneration in the absence of an agreement on remuneration for work.

2.3. Prices are quoted exclusive of the applicable statutory **value added tax** and ex warehouse (EXW). Packaging, transportation. Loading and shipping costs as well as customs duties and insurance shall be borne by the customer. Nordfels is only obliged to take back packaging if this has been expressly agreed.

2.4. The customer shall arrange for the professional and environmentally friendly disposal of **old material**. If we are commissioned to do this separately, the customer shall additionally pay for this to the extent agreed for this, in the absence of an agreement on remuneration.

2.5. Costs for **travel, daily and overnight allowances** will be charged separately according to our current rates. Travel time is considered working time.

3. Goods provided

3.1. If equipment or other materials are provided by the customer, we are entitled to charge the customer 15% of the value of the equipment or material provided as a **manipulation surcharge**.

3.2. Such equipment and other materials provided by the customer are not covered by the **warranty**. The customer shall be responsible for the quality and operational readiness of materials provided.

4. Payment

Unless otherwise agreed, the following terms of payment shall apply.

4.1. Half of the payment is due upon conclusion of order confirmation, the other half upon notification of readiness for shipment.

4.2. The entitlement to a **discount deduction** requires an express written agreement.

4.3. **Payment dedications** made by the customer on transfer vouchers are not binding for us.

4.4. If the customer is in default of payment under other contractual relationships with us, we shall be entitled to **suspend** the fulfillment of our obligations under this contract until the customer has fulfilled them.

4.5. We shall then also be entitled to **declare due** all claims for services already rendered from the current business relationship with the customer.

4.6. If **the payment deadline is exceeded**, even if only for a single partial service, any benefits granted (discounts, rebates, etc.) shall be forfeited and added to the invoice.

4.7. In the event of default of payment, the customer undertakes to reimburse us for the costs necessary and appropriate for the **collection** (reminder costs, collection fees, lawyer's fees, etc.).

4.8. In accordance with § 456 UGB, we are entitled to charge **6.0%** points above the base interest rate in the event of culpable **default of payment**.

4.9. We reserve the right to assert further claims for damages caused by delay.

4.10. The customer shall only be entitled to **set-off** insofar as counterclaims have been established by a court or recognized by us.

5. Credit check

5.1. The customer declares his express consent that his data may be transmitted to the **creditor protection associations** Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870(KSV) exclusively for the purpose of creditor protection.

6. Obligations of the customer to cooperate

6.1. Our obligation to **perform the service shall commence** at the earliest as soon as all technical details have been clarified, the customer has created the technical and legal prerequisites (which we will be happy to provide on request), we have received agreed advance payments or security deposits, and the customer has fulfilled his contractual advance performance and cooperation obligations, in particular those specified in the following subsections.

6.2. In the case of assembly work to be carried out by us, the customer is obliged to ensure that work can begin immediately after the **arrival of our assembly personnel**.

6.3. The customer shall arrange for the necessary **authorizations of third parties** as well as notifications and approvals by authorities at his own expense.

6.4. The **energy** (electricity, air, etc.) and water required for the performance of the service, including trial operation, shall be provided by the customer at the customer's expense.

6.5. The customer shall provide us with **lockable rooms** for the storage of tools and materials that are not accessible to third parties free of charge for the duration of the performance of the service.

6.6. The customer shall be liable for ensuring that the necessary **structural, technical and legal requirements** for the work to be produced or the object of purchase are met, which were described in the contract or in information provided to the customer prior to conclusion of the contract or which the customer should have known on the basis of relevant specialist knowledge or experience.

6.7. The customer shall also be liable for ensuring that the technical systems, such as supply lines, cabling, networks and the like, are in a technically flawless and operational condition and are compatible with the works or purchased items to be produced by us.

6.8. We are entitled, but not obliged, to **inspect** these **systems** for a separate fee.

6.9. In particular, the customer must provide the necessary information on the location **of concealed electricity, gas and water pipes** or similar installations, escape routes, other obstacles of a structural nature, possible sources of danger and the necessary structural data at our request prior to the start of the installation work.

6.10. The customer shall bear sole responsibility for the design and functionality of **parts provided**. There is no obligation for Nordfels to check any **documents**, information or instructions provided by the customer - beyond the certification of compliance with the Machinery Directive and any other applicable directives - with regard to the delivery item, and our liability in this respect is excluded. The obligation to issue the certificate can be contractually transferred to the customer who places the delivery item on the market.

6.11. The customer is not entitled to **assign** claims and rights arising from the contractual relationship without our written consent.

7. Performance execution

7.1. We are only obliged to take into account subsequent **requests for changes and extensions** by the customer if they are necessary for technical reasons in order to achieve the purpose of the contract.

7.2. **Minor changes** to our performance that are reasonable **and objectively justified** for the customer shall be deemed to have been approved in advance.

7.3. If, after the order has been placed, the order is **amended** or supplemented for whatever reason, the delivery/performance period shall be extended by a reasonable period of time.

7.4. If, after conclusion of the contract, the customer wishes the service to be performed within a **shorter period of time**, this shall constitute an amendment to the contract. As a result, overtime may become necessary and/or additional costs may be incurred due to the acceleration of material procurement, and the remuneration shall increase appropriately in proportion to the necessary additional expenditure.

8. Delivery and performance deadlines

8.1. Delivery/service deadlines and dates are only **binding** for Nordfels if they have been agreed in writing. Any deviation from this formal requirement must also be in writing.

8.2. Deadlines and dates shall be postponed in the event of force majeure, pandemic, strike, unforeseeable delays by our suppliers for which we are not responsible or other comparable events beyond our control by the period during which the relevant event

continues. This shall not affect the customer's right to withdraw from the contract in the event of delays that make it unreasonable to expect the customer to adhere to the contract.

8.3. If the start of the performance of the service or the performance is **delayed** or interrupted due to circumstances attributable to the **customer**, in particular due to a breach of the obligations to cooperate pursuant to Section 6 deadlines shall be extended accordingly and completion dates postponed accordingly.

8.4. In the event of withdrawal from the contract due to default, the customer must **set a grace period** by registered letter and at the same time threaten to withdraw from the contract.

9. Default of acceptance

9.1. If the customer is in default of acceptance for longer than 6 weeks (refusal of acceptance, default in advance performance or otherwise, no call-off within a reasonable period in the case of an order on call), and if the customer has not ensured the elimination of the circumstances attributable to him which delay or prevent the performance of the service despite **setting a reasonable grace period**, we may **otherwise dispose** of the equipment and materials specified for the performance of the service if the contract is upheld, provided that we procure these within a period appropriate to the respective circumstances if the performance of the service is continued.

9.2. In the event of a justified withdrawal from the contract, we may demand lump-sum **compensation** from the customer in the amount of 20% of the gross order value without proof of actual damages.

9.3. The assertion of higher damages is permissible.

10. Retention of title

10.1. The goods delivered, assembled or otherwise handed over by us shall remain our property until full payment has been made.

10.2. A **resale** is only permissible if we have been notified of this in good time in advance, stating the name and exact address of the purchaser, and we agree to the sale. In the event of our consent, the purchase price claim shall already now be deemed assigned to us.

10.3. Until full payment of the remuneration or purchase price, the customer must note this **assignment** in his books and on his invoices and **inform** his respective debtors of this. Upon request, the customer shall provide us with all documents and information required to assert the assigned claims and demands.

10.4. If the customer is in default of payment, we are entitled to demand the return of the reserved goods after setting a reasonable grace period.

10.5. The customer must inform us immediately before the opening of bankruptcy proceedings against his assets or the seizure of our reserved goods.

10.6. The customer expressly agrees that we may enter the **location of the goods** subject to retention of title in order to assert our retention of title.

10.7. The customer shall bear the necessary and reasonable **costs** for appropriate legal action.

10.8. The assertion of the retention of title shall only constitute a **withdrawal from the contract** if this is expressly declared.

10.9. We shall be entitled to **sell** the reserved goods taken back on the open market at the best possible price.

10.10. Until all our claims have been paid in full, the object of performance/purchase may not be pledged, transferred by way of security or otherwise encumbered with **third-party rights**. In the event of seizure or other claims, the customer is obliged to point out our right of ownership and to inform us immediately.

11. Third-party property rights

11.1. For delivery items which we manufacture **according to customer documents** (design data, drawings, models or other specifications, etc.), the customer alone shall assume the guarantee that the manufacture of these delivery items does not infringe the industrial property rights of third parties.

11.2. If third-party industrial property rights are nevertheless asserted, we shall be entitled to **cease production** of the delivery items at the customer's risk until the third-party rights have been clarified, unless the unjustified nature of the claims is obvious.

11.3. The customer shall **indemnify and** hold us **harmless** in this respect.

11.4. We may claim compensation from the customer for necessary and useful **costs** incurred by us.

11.5. If Nordfels becomes aware of third party property rights which conflict with the purchase or use of the intended services, Nordfels shall inform the customer of this immediately (DUTY TO GIVE NOTICE).

11.6. Nordfels shall only be liable for damages arising from the infringement of third-party property rights insofar as Nordfels fails to comply with its duty to notify.

12. Our intellectual property

12.1. Delivery items and related implementation documents, **plans**, sketches, cost estimates and other documents as well as software provided by us or created by our contribution shall remain our intellectual property.

12.2. Their use, in particular their dissemination, reproduction, publication and making available, including copying even in part, as well as their imitation, processing or utilization, requires our express **consent**.

12.3. Furthermore, the customer undertakes to **maintain confidentiality** vis-à-vis third parties with regard to the knowledge gained from the business relationship.

13. Warranty

13.1. The warranty period for our services is one year from delivery.

13.2. Unless otherwise agreed (e.g. formal acceptance), the time of handover shall be the time of notification of readiness for delivery at the latest when the customer has accepted the service into his power of disposal or has refused acceptance without giving reasons. On the day on which the customer is notified that the goods are ready for delivery, the goods shall be deemed to have been transferred to the customer's power of disposal in the absence of a justified refusal of acceptance.

13.3. If the system is tampered with by third parties after delivery, for example through incorrect or negligent handling, conversion, improper maintenance or the use of unsuitable operating materials or spare parts not provided by Nordfels, Nordfels shall not assume any warranty or liability for the function, work results and technical properties of the system.

13.4. If the system is moved to a location other than that specified in the order after delivery and if this increases the expenses within

the scope of the warranty, the additional expenses shall be borne by the customer.

13.5. If a joint handover is planned and the customer fails to attend the handover date notified to him, the handover shall be deemed to have taken place on this date.

13.6. Rectification of a defect alleged by the customer shall not constitute acknowledgement of a defect.

13.7. The customer must always prove that the defect already existed at the time of handover.

13.8. In order to remedy defects, the customer must make the system or equipment accessible to us without culpable delay and give us the opportunity to have it inspected by us or by experts appointed by us.

13.9. Notices of defects and complaints of any kind must be made in writing without delay (at the latest after 10 working days) at the registered office of our company, describing the defect as precisely as possible and stating the possible causes, otherwise warranty claims shall be forfeited. The goods or works complained about are to be handed over by the customer, insofar as this is feasible.

13.10. If the customer's claims of defects are unjustified, the customer shall be obliged to reimburse us for any expenses incurred in establishing the absence of defects or rectifying defects.

13.11. Any use or processing of the defective delivery item which threatens further damage or makes it difficult or impossible to remedy the cause must be discontinued by the customer immediately, unless this is unreasonable.

13.12. We are entitled to carry out or have carried out any inspection we deem necessary, even if this renders the goods or workpieces unusable. In the event that this inspection reveals that we are not responsible for any defects, the customer shall bear the costs of this inspection for a reasonable fee.

13.13. Any transportation and travel costs incurred in connection with the rectification of defects shall be borne by the customer. At our request, the customer shall provide the necessary labor, energy and premises free of charge.

13.14. The customer shall grant us at least two attempts to rectify the defect.

13.15. We can avert a request for conversion by improvement or reasonable price reduction, provided that the defect is not significant and irreparable.

13.16. If the objects of performance are manufactured on the basis of information, drawings, plans, models or other specifications provided by the customer, we shall only provide a warranty for execution in accordance with the conditions.

13.17. The fact that the work is not fully suitable for the agreed use shall not constitute a defect if this is based solely on actual circumstances deviating from the information available to us at the time of performance of the service because the customer has failed to fulfill his obligations to cooperate in accordance with point 6.

13.18. Likewise, this shall not constitute a defect if the customer's technical equipment such as supply lines, cabling, networks, etc. are not in a technically perfect and operational condition or are not compatible with the delivered items.

14. Liability

14.1. We shall only be liable for breach of contractual or pre-contractual obligations, in particular due to impossibility, delay, etc. in the case of financial losses in cases of intent or gross negligence due to technical peculiarities.

14.2. Liability is limited to the maximum amount of our liability insurance.

14.3. This limitation shall also apply with regard to damage to an item that we have accepted for processing.

14.4. Claims for damages must be asserted in court within two years, otherwise they shall lapse.

14.5. The limitations or exclusions of liability also include claims against our employees, representatives and vicarious agents due to damage that they cause to the customer without reference to a contract on their part.

14.6. Our liability is excluded for damage caused by improper handling or storage, overloading, non-compliance with operating and installation instructions, incorrect assembly, commissioning, maintenance, servicing by the customer or third parties not authorized by us, or natural wear and tear, insofar as this event was the cause of the damage. Liability is also excluded for failure to carry out necessary maintenance.

14.7. If and to the extent that the customer can claim insurance benefits for damages for which we are liable through its own insurance or insurance taken out in its favor (e.g. liability insurance, comprehensive insurance, transport, fire, business interruption and others), the customer undertakes to make use of the insurance benefits and our liability to the customer shall be limited to the disadvantages incurred by the customer as a result of making use of this insurance (e.g. higher insurance premium).

14.8. Those product characteristics are owed which can be expected from us, third-party manufacturers or importers with regard to the approval regulations, operating instructions and other product-related instructions and information (in particular also inspection and maintenance), taking into account the customer's knowledge and experience. The customer as reseller must take out adequate insurance for product liability claims and indemnify and hold us harmless with regard to recourse claims.

14.9. Except in cases of willful misconduct, Nordfels shall in no event be liable for loss of profit, loss of sales, loss of production, business interruption, loss of data or indirect or consequential damages.

14.10. Nordfels assumes no liability towards third parties.

15. Severability clause

15.1. Should individual parts of these GTC be invalid, this shall not affect the validity of the remaining parts.

15.2. The parties hereby undertake to agree on a replacement provision - based on the horizon of honest contracting parties - which comes closest to the economic result, taking into account the customary industry practice of the invalid provision.

16. General information

16.1. Austrian law shall apply.

16.2. The UN Convention on Contracts for the International Sale of Goods is excluded.

16.3. Unless otherwise agreed, the place of performance shall be the registered office of Nordfels GmbH.

16.4. The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the customer is the court with local jurisdiction for our registered office.

16.5. The customer must notify us immediately in writing of **any changes to his name, company name, address, legal form or other relevant information.**