

## **GENERAL TERMS AND CONDITIONS OF SALE OF STORETEC SYSTEMS GMBH**

(Version 01/14/2025)

### **1. Validity**

- 1.1. Deliveries, services and quotations shall be made solely on the basis of these Terms and Conditions of Sale. Customers' terms which conflict with or differ from our Terms and Conditions of Sale shall not be recognised unless their validity has been expressly agreed.
- 1.2. In this respect, activities for the fulfilment of contracts do not count as consent to contractual terms and conditions differing from our Terms and Conditions.
- 1.3. These Terms and Conditions of Sale form the basis for framework agreements and for all other legal transactions between Storetec Systems GmbH and its contractual partners.

### **2. Conclusion of contract**

- 2.1. Our offers remain subject to change. An offer of contract from a Customer requires an order confirmation. The shipment of the goods ordered by the Customer effects the conclusion of the contract. If offers are provided to us, the party providing such offers remains bound by them for a period of 8 days after receipt of the quotation.
- 2.2. We are not obliged to implement the performance until all the technical details have been clarified and the Customer has clearly fulfilled any structural, technical and legal requirements for execution.
- 2.3. Performances that are not expressly contained in the quotation or in other contractual documents signed by us are not owed.
- 2.4. If the execution of the performances takes place on the basis of plans, floor plans and sketches or instructions provided by the Customer, the latter shall guarantee to us that the documents and instructions provided are correct. No duty of inspection and warning exists on our side in respect of these documents and instructions. If the Customer wishes the work, equipment, machines or documents provided by it to be checked, this must be expressly agreed and the Customer shall owe an appropriate remuneration for this.

### **3. Price**

- 3.1. All the prices stated by us are exclusive of VAT unless expressly stated otherwise.
- 3.2. If wages costs on the basis of collectively agreed provisions within the sector or internal deals or other cost centres relevant for the calculation or costs necessary for the provision of the performance such as those for materials, energy, transport, third party work, finance etc. should change, we are entitled to increase our prices accordingly.

### **4. Quotations**

- 4.1. Quotations are only binding when they are prepared in writing and expressly identified as binding; the preparation of a quotation does not oblige us to accept the order.
- 4.2. Cost estimates are non-binding; no guarantee exists that these are correct and/or complete.
- 4.3. Insofar as it is necessary for the provision of the performance, the Customer is obliged to inform us of all specifications and the intended area of use accurately in writing.

### **5. Payment terms, interest on late payments**

- 5.1. Unless agreed otherwise, our claims must be paid in cash step by step in exchange for the handover of the goods. Cash discount deductions require a separate agreement. In the event of arrears of payment, including part payments, any discount agreements shall become invalid.
- 5.2. Customer payments are only regarded by us as having been made from the time at which they are received in our business account or we have accepted the cash payment.
- 5.3. If a Customer is in arrears of payment, we are entitled to request interest on late payments in the amount of 8 percentage points above base lending rate.

### **6. Withdrawal from contract**

- 6.1. In the event of default of acceptance (Point 8.) or other material reasons, such as in particular bankruptcy of the Customer or dismissal of a petition for bankruptcy proceedings due to lack of assets, as well as in the event of arrears of payment by the Customer, we are entitled to withdraw from the Agreement insofar as this has not yet been entirely fulfilled by both sides.
- 6.2. In the case of withdrawal and in the event of the Customer being at fault, we have the choice between requesting flat rate compensation of 10 % of the gross invoice amount or the replacement of the damage actually incurred.
- 6.3. In the event of the Customer being in arrears of payment, we are released from all further performance and delivery obligations and are entitled to hold back all still outstanding deliveries or performances and to request advance payments or securities respectively, or after setting an appropriate grace period to withdraw from contract.
- 6.4. If the Customer – without being entitled to do so – withdraws from the Agreement or requests the cancellation thereof, we have the choice between insisting on the fulfilment of the Agreement or agreeing to the cancellation of the Agreement; in the latter case the Customer is obliged at our choice to pay flat rate compensation in the amount of 15 % of the gross invoice amount or the damages actually incurred.

### **7. Costs of reminders and collection**

- 7.1. The Customer undertakes in the event of arrears to reimburse us for the costs of reminders and collections we incur, all costs of extrajudicial and judicial collection measures, in particular the costs of a collection company or a lawyer.

### **8. Delivery, transport, default of acceptance**

- 8.1. Unless not expressly stated otherwise in the quote, our retail prices do not include costs for delivery, assembly, commissioning or other services. Upon request, these services can be provided or organized by us for an additional charge. For transport/delivery, we will charge the actual costs, at least the regular shipping costs of the selected type of transport valid on the day of delivery. Assembly, commissioning and other work/services are billed based on time,

whereby the hourly rate for the relevant work applies (€ 95.00 to € 180.00 in 2024, plus value added tax in the legally prescribed amount; subject to change without notice).

- 8.2. The Customer shall take note of the operating and commissioning guidelines handed over on the occasion of purchase, and in particular shall take care that the prescribed maintenance works are carried out professionally.
- 8.3. The Customer undertakes to indemnify us and hold us fully harmless for all disadvantages resulting from improper handling, commissioning or storage of the goods delivered by us.
- 8.4. If the Customer has not accepted the goods as agreed (default of acceptance), we are entitled - after setting a grace period without success - either to store the goods at our premises, for which we shall invoice a storage charge of 0.1 % of the gross invoice amount for each calendar day or part thereof, or at the premises of an authorised third party at the expense and risk of the Customer.
- 8.5. At the same time we are entitled either to insist on fulfilment of the Agreement, or after setting an appropriate grace period of at least 2 weeks to withdraw from the Agreement and dispose of the goods elsewhere.

## **9. Delivery period**

- 9.1. We are only obliged to execute the performance as soon as the Customer has met all its obligations necessary for such execution, in particular all the technical and contractual details, preparatory work and preparation measures.
- 9.2. If the agreed dates and delivery periods are exceeded by us, the Customer shall only be entitled to withdraw from the Agreement after the expiry of an appropriate grace period.

## **10. Place of performance**

The place of performance is our company's registered office (in accordance with the register of companies).

## **11. Minor changes to specifications**

Minor changes to our performance or delivery obligations, or such changes as are reasonable for the Customer, are taken as approved in advance. This applies in particular to discrepancies caused by the item (e.g. of dimensions, colours, plastics, metals, composition of non-ferrous metals, etc.).

## **12. Warranty, duty of inspection and immediate notification of defects**

- 12.1. We primarily fulfil customer claims under warranty in all cases by exchange, repair within an appropriate period or lastly price reduction. The Customer can only request rescindment (annulment of contract) if the defect is material, can not be rectified by exchange or repair and is not reasonable for the Customer. Customer claims for compensation with the aim of rectifying the defect through improvement or exchange can only be asserted if we have fallen into arrears of fulfilment of the warranty claim despite a qualified grace period having been set.
- 12.2. Warranty claims must be legally filed within one year of delivery (= passing of risk) of the object. In cases in which the matter arises within the scope of a contract for services (project business including construction/development) and the fulfilment of the contract for services is normally determined by acceptance of the object, this acceptance is considered granted at the latest after 90 days after FOT ("first off tool parts"), if this has not already been granted at an earlier time. Customer-side changes within the scope of the project business change nothing regarding this.
- 12.3. In the event of customers contending that a deficiency exists, claims resulting from this, in particular for guarantee or compensatory damages, can only be pursued if the customers prove that the deficiency was already present at the time of delivery (= passing of risk) of the goods; this shall also apply within the first six months after the delivery of the goods.
- 12.4. The Customer must inspect the goods immediately after delivery, but at the latest within 6 working days. Defects established during such inspection must be notified to us in writing immediately, but at the latest within 3 working days of being discovered, stating the type and extent of the defect.
- 12.5. Hidden defects must be notified in writing immediately, but at the latest within 3 days of being discovered. If a notification of defects is not made, or is not made in good time, the goods shall be taken as approved.
- 12.6. In any event our warranty obligation shall lapse with the expiry of the warranty period; any special regress over and above this by the Customer pursuant to Section 933b ABGB [Allgemeines Bürgerliches Gesetzbuch – Austrian Civil Code] on account of warranty obligations which the Customer has fulfilled itself is excluded.
- 12.7. Claims under warranty lapse if our performances have been altered, supplemented or processed by third parties or by the Customer itself or in the event of defective assembly by it.
- 12.8. In the event of damage to the delivery item by external, such as mechanical, effects no warranty exists; wear parts or other parts that are subject to normal wear are also excluded from warranty.
- 12.9. Furthermore no warranty exists for inappropriate or improper use, normal wear, in the case of maintenance works being missed if these were recommended, in the case of incorrect or negligent handling, as well as the use of inappropriate and/or inadequate operating facilities.

## **13. Compensation**

- 13.1. Outside the scope of application of the Produkthaftungsgesetz [Austrian Product Liability Act], liability is only accepted for damages to customers and/or third parties insofar as intent or gross negligence can be demonstrated. Liability for minor negligence, consequential damages, indirect damages, collateral damages, loss of profit, pure financial losses and from damages from third party claims is excluded. In any event our liability is limited to a damage sum in the amount of 50% of the net value of the goods delivered, whereby the delivery that is in a causal relationship with the damage incurred shall be decisive for the calculation.
- 13.2. The limitation period in respect of asserted claims for damages is two years from the transfer of risk.
- 13.3. These provisions on compensation also apply if the claim for damages is asserted as well as or in place of a claim under warranty.

## **14. Product liability**

Claims for recourse within the meaning of Section 12 Produkthaftungsgesetz are excluded unless the party entitled to recourse proves that the defect was caused within our sphere and was caused at least by gross negligence.

## **15. Retention of title and assertion thereof**

- 15.1. All goods are delivered by us subject to retention of title and remain our property until full payment. The assertion of retention of title includes a withdrawal from the Agreement only when this is expressly declared.
- 15.2. When goods are taken back we are entitled to charge for transport and handling charges incurred. In the event of third party access to goods that are subject to retention of title – in particular through garnishment – the Customer undertakes to make reference to our ownership and to inform us immediately.
- 15.3. If the Customer is not an entrepreneur of whose usual business operations the trade in the goods acquired from us forms part, it must not dispose over the goods that are subject to retention of title until the outstanding claim to the purchase price has been settled in full, and in particular may not sell, pledge, give away or lend them.
- 15.4. The Customer bears the full risk for the goods that are subject to retention of title, in particular for the risk of destruction, loss or deterioration.

**16. Assignment of claim / prohibition of assignment**

- 16.1. In the event of delivery under retention of title, until our claims are finally paid the Customer hereby assigns to us on account of payment its claims in respect of third parties insofar as these have arisen through the sale or processing of our goods.
- 16.2. If we so request, the Customer must name its buyers to us and inform the latter of the assignment in good time. Such assignment must be entered in the business books, in particular in the list of outstanding items, and must be made apparent to the buyer on delivery notes, invoices etc.
- 16.3. If the Customer is in arrears with its payments to us, its incoming sales revenues must be separated and the Customer must hold these in our name.
- 16.4. Possible claims against an insurer are hereby assigned to us within the limits of Section 15 Versicherungsvertragsgesetz [Austrian Insurance Contract Act].
- 16.5. Claims against us may not be assigned without our express consent.

**17. Withholding**

Even in the event of justified complaints, apart from in cases of rescission, the Customer is not entitled to withhold the full amount but only an appropriate portion of the net invoice amount.

**18. Choice of law, place of jurisdiction**

- 18.1. Austrian law applies.
- 18.2. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.
- 18.3. The contractual language is German.
- 18.4. The parties to the Agreement agree on Austrian domestic jurisdiction. Exclusively the court with competence in the matter for the registered office of our company shall be competent locally to decide on all disputes from this Agreement.

**19. Data protection, change of address and copyright**

- 19.1. The Customer gives his consent also for the personal details included in the purchase agreement in fulfilment of this Agreement to be stored and processed electronically by us.
- 19.2. The Customer is obliged to us to inform us of changes to its business address for as long as the legal transaction which forms the subject of the present Agreement has not been completely fulfilled on both sides. If such communication does not take place, declarations shall also count as having been received if they are sent to the last address notified to us.
- 19.3. Plans, sketches or other technical documents always remain our intellectual property just as samples, catalogues, brochures, illustrations and similar do. The Customer does not receive any rights to the use of works or patent rights of any kind whatsoever.

**20. Miscellaneous**

- 20.1. If one provision of these General Terms and Conditions of Business should be fully or partly ineffective, or become ineffective on the basis of statutory provisions, the remaining provisions of these General Terms and Conditions of Business remain effective without alteration. The Parties undertake to replace the ineffective provision by an effective provision of such content as comes closest economically to the ineffective provision.
- 20.2. The Customer notes and gives its agreement that changes to the present General Terms and Conditions of Business can take place and shall form the basis of the continuing business relationship and become effective from the month following notification thereof unless the Customer objects within 4 weeks.