

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY



1. Scope and applicability

- 1.1. The following General Terms and Conditions of Sale and Delivery shall be applicable to each individual order. Deviations from these Terms and Conditions shall only be permitted if they have been expressly confirmed and recognized by us in writing. This shall also apply regarding deviating provisions in General Terms and Conditions of Business (General Terms and Conditions of Purchase) published by the customer. Deviating general terms and conditions of the customer or third parties are rejected and develop no effect on the contractual relationship with ATT Vertriebsges.m.b.H.
- 1.2. Unless otherwise agreed in writing in individual cases, the following provisions shall apply to all future deliveries and orders, without any further reference to the same being required.
- 1.3. The comprehensive and exclusive validity of the General Terms and Conditions of Sale and Delivery of ATT Vertriebsges.m.b.H. also exists with regard to individual contracts with the respective contractual partner and the resulting order documents. Provisions contained therein that contradict the General Terms and Conditions of Sale and Delivery are ineffective. In the case of loopholes, the General Terms and Conditions of Sale and Delivery of ATT Vertriebsges.m.b.H are imperative.
- 1.4. Force majeure shall entitle us to withdraw from the contract.

2. Offers and Placing of Orders

- 2.1. Our offers are made without obligation.
- 2.2. All particulars, such as, for instance, measurements, weights, performance characteristics, illustrations, descriptions, layouts and drawings in catalogues, brochures, price lists and other printed matter or electronic media, have been given approximately, albeit to our best knowledge and belief, and have no binding force for us. The same shall apply regarding the corresponding data given by the manufacturers.
- 2.3. Prices shall be ex works, exclusive of packing, forwarding and transportation charges and other incidental expenses and taxes.
- 2.4. Orders (whether given verbally, per telephone or in writing) shall be binding upon the customer. We shall signify our acceptance of an order either by way of an order confirmation or by fulfillment of the order. Up to the day on which the order is expressly refused by us, the customer shall remain bound by it.
- 2.5. Sales and other contracts, particularly verbal collateral agreements, promises, undertakings and guarantees, concluded or given by our employees require our confirmation in writing in order to become binding upon us.
- 2.6. Changes in the design and/or form and color of the goods ordered do not entitle the customer to withdraw from the contract unless the said changes interfere seriously with the use of the items in question or affect the accuracy of the technical specifications set out in our sales records (subject to the provisions of Item 2.2. hereof).
- 2.7. The customer acquires no rights in any drawings, layouts or other technical records. The said records shall not be handed and/or copied except for the internal use of the customer.

3. Delivery and Passing of the Risk

- 3.1. We reserve the right to carry out partial and advance deliveries.
- 3.2. The agreed date of delivery shall not be deemed to be a fixed date. A delay in delivery shall not be deemed to have occurred until after the expiry of an additional period of time of reasonable length granted by the customer in writing and in accordance with our possibilities of procurement and production.
- 3.3. The delivery period shall commence on the date on which the order is confirmed, but in no case before the final clarification of all technical details.
- 3.4. Force majeure, also including industrial action, especially strikes and lock-outs, may extend the delivery period.
- 3.5. Subsequent alterations carried out at the wish of the customer shall release us from our obligation to comply with the original delivery date. The delivery period shall also be extended – irrespective of any rights we may have as a result of a default on the part of the customer – by the period by which the customer is in default with its obligations under this or any other sales contract concluded with us. The same applies, mutatis mutandis, for the dates of delivery.
- 3.6. Our obligation to comply with the delivery periods and/or dates of delivery shall be subject to the condition that we shall have received the supplies necessary for the fulfilment of the order in due time. We undertake to inform the customer about any threatened or imminent delays as soon as possible.

- 3.7. The delivery period shall be deemed to have been complied with if, before its expiry, the delivery items have left the factory/storage facility, or the customer has been notified that the delivery items are ready for dispatch.
- 3.8. Delivery of items ordered "on call" shall be requested within a reasonable period after the date on which the order has been placed. After expiry of this period, we shall be entitled either to deliver the goods in question or to withdraw from the contract and demand payment of damages and/or compensation for lost profit.
- 3.9. In cases where dispatch is delayed at the customer's request, the costs accruing in connection with storage, but in no case less than 0.7% of the invoiced amount per month, shall be charged to the customer.

4. Putting into operation of Machines

- 4.1. The machines delivered by us shall only be put into operation in the presence of one of our specially trained technicians; failure to comply with this condition shall lead to the exclusion of all warranties and damage claims.
- 4.2. The customer undertakes to take all such precautionary measures as may be necessary in order to ensure that the installation will proceed without interruption, including, but not limited to, transport of the machine to the place in which it is to be installed, preparation of the means of operation, provision of electric power and air supply; the necessary technical data will be supplied by us after the order has been confirmed. In case of non-compliance with the present provision, the machines shall be deemed to have been duly put into operation and the goods to have been accepted by the customer.
- 4.3. The employees of the customer who will be responsible for the operation of the machines delivered shall undergo instruction and training in the use of the machines at our hands; failure to comply with this condition shall lead to the exclusion of all warranties and damage claims.

5. Objections and Notices of Defect

- 5.1. Notice of a defect shall be given without delay and demonstrably in writing.
- 5.2. In case of notice of a defect being lodged within the prescribed period, we shall be obliged to furnish an additional supply of goods or to pay in accordance with the warranty given under Item 6 hereof.
- 5.3. In cases where the customer does not immediately grant us the opportunity to inspect the defect of which we have been notified, and especially where it does not immediately place at our disposal the goods objected to or samples of the same, all relevant warranty claims shall be forfeited.
- 5.4. Please note that an unknown subsequent modification of the order lead to additional costs. For further changes, e.g. divergent address for account because of a leasing contract, you will be charged with an arrangement fee of € 50,-.

6. Warranty

- 6.1. Unless expressly agreed otherwise, the statutory period of warranty shall apply with regard to the goods and machines delivered by us. The presumption of Art. 924 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch/ABGB) shall not apply. The customer shall bear the burden of proof that the goods delivered were already defective at the time of delivery.
- 6.2. All warranty claims shall be filed with the competent court within the said period; failure to comply with this condition shall lead to the exclusion of all warranties and damage claims.
- 6.3. In case of a justified notice of defect, we shall, at our discretion, be entitled to
 - a) remedy the defect in situ (i. e., at the place of delivery),
 - b) have the defective items or the defective parts of the items delivered returned for the purpose of remedying the defect,
 - c) replace the defective item(s),
 - d) replace the defective parts.
- 6.4. The customer shall have no claim to rescission of sale or to a reduction in price, unless we find ourselves unable to remedy the defect or to provide a replacement within a reasonable period.
- 6.5. The warranty shall expire if the item delivered is altered by third persons or by the installation of component parts produced by outside manufacturers, if the directions regarding installation and treatment are not complied with or if the item is not used in accordance with its purpose of use. In the same way, loss in value from normal use, damage due to improper handling, faulty installation and/ or putting into operation, inadequate means of

operation, inadequate building sites and the effects of chemical, electrochemical or electrical influences shall be excluded from warranty. Furthermore, the present warranty shall expire in case of a violation of the provisions set out under Item 4 hereof (Putting into Operation of Machines), especially in case of the machines being put into operation in a manner that is contrary to the agreement between the parties, and in case of the customer's employees failing to undergo the relevant instruction and training.

- 6.6. Repairs and/or corrections do not interrupt the running of the warranty period, but merely extend it with regard to the parts exchanged.
- 6.7. After the obligation to pay has become due, warranty claims can only be enforced after payment has been made.
- 6.8. In cases where it turns out that defects remedied by us were not covered by warranty, we shall be entitled to charge the customer for the relevant services provided by us.
- 6.9. No warranty is given for used machines or used parts.

7. Liability

- 7.1. We shall only pay damages in case of intent or gross negligence. Any damages shall be limited to the amount of the price charged for the items in question.
- 7.2. In particular, we exclude any compensation for damage not caused to the item delivered itself, as well as consequential damage due to machine downtime and/or breakdown of the item delivered.
- 7.3. Insofar as the right to claim damages does not expire at an
 - a) earlier date, all damage claims shall become statute bar
 - b) red three years after delivery has been made, at the latest,
 - c) unless otherwise provided by mandatory law.
- 7.4. Any claims under product liability shall be addressed to the relevant supply plant, the name and address of which we will furnish immediately upon request.

8. Reservation of Title; Payment

- 8.1. We retain the ownership of the goods delivered until the relevant purchase price is fully paid. In case of a uniform order, the reservation of ownership regarding all items concerned shall only expire after all our claims under the uniform order have been satisfied; this also applies in case of partial deliveries and invoices issued with regard to such partial deliveries. The reservation of title may be enforced – with or without rescission of the contract – with regard to the entire delivery or to individual items of the same.
- 8.2. The customer is not entitled to transfer any items that are subject to a reservation of title by way of security, or to sell or pledge them, without our prior written consent. The customer shall be obliged to notify us immediately of any attempts by third parties to attach the items in question.
- 8.3. The presentation of a petition in bankruptcy, or the institution of insolvency proceedings, concerning the assets of the customer shall entitle us to withdraw from the contract and to demand the immediate return of the goods delivered.
- 8.4. Unless otherwise agreed in writing, our invoices shall become due for payment immediately after their presentation; prices are net prices; there is no allowance for discount.
- 8.5. In case of a delay in payment, we shall be entitled to demand the return of all items delivered by us that are as yet unpaid, even without rescission of the contract. A delay in payment shall cause all our claims to mature at once and entitle us to withdraw from the contract and claim compensation for damages.
- 8.6. In case of deteriorating reliability and solvency on the part of the customer, we shall be entitled to demand advance payment in spite of any agreements to the contrary.
- 8.7. Default interest in the amount of 9,08 % per month, calculated as of the due date, as well as the reimbursement of all intervention costs (dunning and collection charges), shall be deemed to have been agreed even in case of non-culpable reserve the right to claim further compensation for damage caused by default delay.
- 8.8. In cases where the contract is not completely fulfilled due to circumstances within our sphere of influence, the customer shall only be entitled to withhold payment to the extent of the amount still outstanding for the undelivered items or the amount of the repair or correction costs for a defect, if any. However, in cases where the item delivered only shows a defect that does not prevent the item delivered from being put into operation, the customer shall not be entitled to withhold payment.

9. Set Off

- 9.1. The customer shall not be entitled to set off its counterclaims against our claims, unless the counterclaim in question has been recognized by a court of law or expressly allowed by us.
- 9.2. The adaptability of § 934 ABGB (reduction over the half) is eliminated by mutual agreement.

10. Use of Software

- 10.1. Insofar as the item delivered contains software, the customer is granted a non-exclusive right to use the item delivered, including its documentation. Use of the software is only permitted in connection with the item delivered for which it is destined. Use of the software in more than one system is prohibited.
- 10.2. The customer shall be entitled to duplicate, touch up or translate the software only insofar as this is permitted by law; the same shall apply with regard to any translation from the object code to the source code. The customer shall refrain from removing any manufacturer's information or data, particularly copyright notices.
- 10.3. All other rights regarding the software and documentation, including any copies, shall remain with us and/or with the software supplier. The customer shall not be entitled to grant sublicenses.

11. Place of Performance; Venue

- 11.1. The place of performance and the venue shall be Vienna.
- 11.2. All legal disputes resulting from the contracts concluded with us shall be governed by Austrian law, excluding the provisions of private international law ("IPR"). The applicability of the United Nations Convention on Contracts for the International Sale of Goods shall be expressly excluded to the full extent permitted by law.

12. Data Protection

- 12.1. As a principle, personal data of the customer is stored no longer than it is required for the respective processing purposes. This means that the data can be retained longer, at least for the duration of the business transaction or – as stated above – at least until the transaction has been fulfilled completely and mutually, and depending on remaining reasons, also beyond that point in time.
- 12.2. Further reasons and related periods are tax retention periods (as a rule 7 years from the end of the calendar year) and keeping documents in evidence as proof in case of legal disputes (up to 30 years according to the statutes of limitation of the Austrian General Civil Code).
- 12.3. The customer has the option to revoke the consent for the processing of their personal data (provided it was collected on the basis of their declaration of consent) without rendering invalid the legitimacy of the processing based on the declaration of consent until the time of the revocation. They are entitled to file a complaint with the regulatory authority – the competent authority in Austria is the Data Protection Authority. The customer is entitled to
 - a) receive information on the stored data (Art 15 GDPR),
 - b) correction of incorrect data (Art 16 GDPR),
 - c) have data deleted (Art 17 GDPR),
 - d) the limitation of data processing (Art 18 GDPR),
 - e) revoke unacceptable processing of data (Art 21 GDPR), and
 - f) to the portability of data (Art 21 GDPR).
- 12.4. ATT protects and respects your personal data and your security. To the extent permitted by law, we are not liable for damages arising from the use of electronic means of transfer, especially for damages due to mistakes or delays in the delivery of messages, to manipulations through third parties or software, or for the transmission of viruses.

13. Miscellaneous

- 13.1. In case one of the provisions of the present Terms and Conditions of Sale and Delivery or of any other agreement concluded by the parties should turn out to be invalid in law, the validity of the contract as such shall not be affected; in place of the invalid provision, a provision expressing as closely as possible the economic purpose of the invalid provision shall be deemed to have been agreed by the parties.