

GENERAL TERMS AND CONDITIONS

of RT Engineering GmbH

1. SCOPE:

- a) The following General Terms and Conditions apply to all business matters between us and the Customer. Differing, conflicting or additional terms and conditions of our Customers, even if known, are not part of the contract unless their validity is expressly agreed in writing.
- b) Consumers are consumers under the Consumer Protection Act and thus natural or legal persons who are not companies.
- c) Entrepreneurs are natural or legal persons or partnerships with legal personality for which the present contract is part of the operation of their company. Companies are any permanently established organisations with independent economic activity, even if they are not run for profit.

2. CONTRACT EXECUTION:

- a) All of our offers are non-binding and without obligation.
- b) Sales, orders and contracts with RT Engineering GmbH are executed only with written order confirmation. The performance data, characteristics, unit prices and conditions listed in advertisements, price lists, and brochures are always non-binding. Data in order confirmations must be checked by the other party immediately upon receipt of order confirmation. If the Customer does not report deviations within 10 calendar days of sending the order confirmation and communicate them immediately in writing, the statements set out in the order confirmation shall be considered agreed and binding.
- c) Representatives and employees of RT Engineering GmbH are only empowered to receive orders, but not to confirm orders, or to enter into contracts or binding commitments, and are not authorised to accept payments.
- d) If offers are directed to RT Engineering GmbH, the contract partner is bound to a reasonable, but at least 14-day period after receipt of the offer.

3. PAYMENT:

- a) The prices are, unless expressly agreed otherwise, ex works RT Engineering GmbH, located in Eben 5a, 4716 Hofkirchen an der Trattnach, and do not include VAT or transport costs.
- b) Unless different payment terms have been expressly agreed otherwise, our invoices within Austria are due 30 days after the invoice date. The date of payment is the date on which we can dispose of the funds.
- c) Receipt of full payment within the payment period is a condition precedent to any discounts, bonuses, cash discounts and other reductions; the prerequisite for the granting thereof is the due performance of all contracts which are pending or as yet unperformed at the time of payment.
- d) Bills of exchange and checks are accepted for payment only with our express consent and only under reservation, and are considered as payment up until their complete redemption. All fees, charges and costs shall, even in the case of transfer or prolongation, be borne by the contract partner; these shall be paid in advance in cash. We assume no liability for timely presentation, protest and/or non-payment of a bill of exchange. No discount is granted for payment by check or bill of exchange.
- e) In transactions with entrepreneurs, we are entitled to charge 12% interest in arrears in the case of delayed payment. In the event that a Customer who is a consumer is late with payment, 5% interest per annum shall be agreed. We reserve the right to demonstrate and assert higher rate of interest on arrears.
- f) Customers who are entrepreneurs, undertake, in the event of late payment, to bear all necessary costs associated with the collection of the claim, in particular, collection expenses or other expenses for appropriate pursuit of the debt by legal means.
- g) The Customer agrees that all payments it makes are first charged to expenses and costs, then to interest and finally to the principal.
- h) In case of late payment, we have the right to rescind the contract and demand disgorgement of the goods already delivered.
- i) The Customer has a right to compensation only if his counterclaims have been legally established or recognised by us.

4. OWNERSHIP:

- a) We retain title to the goods until full payment of the purchase price. The Customer is required to store the goods with care while the retention of title remains in force. The Customer must notify us immediately of any third-party access to the goods as well as any damage or destruction of the goods. The Customer shall reimburse us for all losses and costs incurred due to a breach of these obligations.
- b) If our Customer is an entrepreneur, it is entitled to resell the goods in the ordinary course of business. Our Customer shall immediately assign us all claims in the amount of the invoiced amount, which it obtains from the resale of the goods to a third party and undertakes to make a corresponding note in its books or on its invoices. We accept this assignment herewith.
After the assignment, our company is authorised to collect the debt. We reserve the right to collect the claim as soon as the entrepreneur has not duly complied with its payment obligations to us and is in default of payment.

5. DELIVERY TIME AND DELIVERY:

- a) We endeavour to observe the specified execution dates and delivery times. If an unexpected delay nevertheless occurs, after written dunning and granting of a 4-week grace period, the Customer is allowed to terminate the contract by written notice. Payment of damages for non-performance or delay is possible only in case of gross negligence or intent. We are in no case liable for lost profits.
- b) Unforeseen obstacles to delivery (strike, stopping of traffic routes or other cases of force majeure) entitle us, at our discretion, to make an appropriate extension of the delivery period or to cancel the contract.
- c) The transfer of risk to the Customer in any case takes place with delivery of the goods to the carrier, even if free delivery has been agreed by us.
- d) If the Customer does not accept the contractually provided goods at the contractually agreed time, we are entitled to demand full payment and to undertake storage of the goods and any redelivery at the expense and risk of the Customer.

6. WARRANTY AND DAMAGES:

- a) If the Customer is an entrepreneur, it shall check every delivery immediately, but in any case prior to installation or processing, for visible defects, and shall also immediately report any defects in writing in a detailed manner, at the latest within 7 days, otherwise the warranty claims for compensation of damages will be ruled out. In a dispute, we can invoke the defence of lack of complaint, even if we have not raised it out of court.
- b) Even hidden defects must be reported by the entrepreneur immediately after their discovery, and likewise be reported in writing in a detailed manner, within 7 days at the latest. It is explicitly noted that this rule does not apply to a consumer.
- c) In the conduct of business with entrepreneurs, the warranty claims of the Customer may, at our discretion, in turn be met by repair, replacement or price reduction. The Customer waives cancellation of the contract in bilateral entrepreneurial transactions. The repairs may, at our discretion, be performed at the delivery location or plant. For the consumer, the statutory provisions apply.
- d) For Customers who are entrepreneurs, claims for damages of any kind against us are excluded unless intent or gross negligence is proven to us by the Customer. Compensation claims include in any case only pure damage repair, but not consequential damages and lost profits.
To our Customers who are consumers, we are liable for personal injury under the statutory provisions. For other damages (particularly damage to property), we are only liable if they were inflicted by our company deliberately or through gross negligence.
- e) By the unconditional execution of the contract, the Customer also waives all pre-contractual protection provisions on our part, such as the duty to warn or the duty of disclosure, unless we are guilty of intent or gross negligence. For personal injury suffered by a Customer who is a consumer, resulting from a violation of pre-contractual protection provisions on our part, such as a duty to warn or a duty of disclosure, we are also liable for slightly negligent actions.
- f) The warranty period for Customers who are also entrepreneurs begins on the date of delivery of our products at the agreed delivery address and lasts for 6 months. In transactions with entrepreneurs, replacements or defect rectifications do not extend, inhibit or interrupt the warranty period. For consumers, the statutory warranty provisions shall apply. Claims for damages of our Customers who are not consumers shall be asserted in court within 6 months from learning of the damage and the damaging party, otherwise the assertion of claims for damages is excluded. The assertion of § 924 clause 2 of the Civil Code (ABGB) is excluded in business transactions with entrepreneurs. Recourse claims against us under § 933 b ABGB are also excluded for Customers who are entrepreneurs. The assertion of deficiencies does not entitle the entrepreneur to amend the terms of payment or to assert the defence of breach of contract.

7. APPLICABLE LAW/JURISDICTION:

- a) It is agreed that Austrian law shall apply. The provisions of the UN Convention on the International Sale of Goods do not apply.
For consumers, this choice of law applies only insofar as the protection provided by mandatory provisions of the law of the State in which the consumer has his habitual residence is withdrawn.
The sole place of local jurisdiction for all disputes arising from the contract is the Austrian court with subject matter jurisdiction in the location of our registered office, located in Eben 5a, 4716 Hofkirchen an der Trattnach.
- b) If any provision of the contract with the Customer, including these General Terms and Conditions, is or becomes ineffective in whole or in part, this will not affect the validity of the remaining provisions. The wholly or partially ineffective provision is replaced by a provision that most closely reflects the ineffective provision.