

General terms and conditions of delivery Redbloccsystems GmbH, 4600 Wels from 1 January 2022

These General Terms and Conditions of Delivery are generally designed for legal transactions between companies. If, by way of exception, they are also used as a basis for legal transactions with consumers within the meaning of § 1 para. 1 item 2 of the Consumer Protection Act, Federal Law Gazette No. 49/1979, they shall only apply insofar as they do not contradict the provisions of the first main section of this Act.

The United Nations Convention on Contracts for the International Sale of Goods of 11. 4. 1980, Federal Law Gazette 1988/96, is expressly excluded.

1. Preamble

- 1.1. These General Terms and Conditions of Delivery shall apply unless the contracting parties have expressly agreed otherwise in writing.
- 1.2. The following provisions on the delivery of goods shall also apply mutatis mutandis to services.
- 1.3. For assembly work, the assembly conditions of the Austrian Association of the Mechanical Engineering and Steel Construction Industry shall apply in addition.
See Annex 1

2. Conclusion of contract

- 2.1. The contract shall be deemed to have been concluded if the seller has sent a written order confirmation after receipt of the order and the buyer has not demonstrably objected to this within 10 days.
- 2.2. Amendments and supplements to the contract shall require the written confirmation of the seller in order to be valid. The buyer's terms and conditions of purchase shall only be binding on the seller if they are separately acknowledged by the seller.
- 2.3. If import and/or export licences or foreign exchange permits or similar authorisations are required for the performance of the contract, the party responsible for obtaining them must make all reasonable efforts to obtain the required licences or permits in good time. As a matter of principle, the seller is exclusively responsible for the required export licences. All other licences are the responsibility of the buyer.

3. plans and documents

- 3.1 The information contained in catalogues, brochures, circulars, advertisements, illustrations and price lists etc. regarding weight, dimensions, capacity, price, performance and the like shall only be authoritative if they are expressly referred to in the offer and/or the order confirmation.
- 3.2 Plans, sketches, cost estimates and other technical documents, which may also be part of the offer, as well as samples, catalogues, brochures, illustrations and the like shall always remain the intellectual property of the seller. Any exploitation, duplication, reproduction, distribution and handing over to third parties, publication and demonstration may only take place with the express consent of the owner.

4. Packing

- 4.1 In the absence of a deviating agreement
 - a) the prices quoted do not include packaging;
 - b) the packaging shall be carried out in a manner customary in the trade in order to avoid damage to the goods on the way to the specified destination under normal transport conditions, at the expense of the buyer and shall only be taken back by agreement.

5. Transfer of risk

- 5.1 Unless otherwise agreed, the goods shall be deemed to be sold "ex works" (EXW) (readiness for collection).
- 5.2 In all other respects the INCOTERMS shall apply in the version valid on the date of conclusion of the contract.

6. Delivery period

- 6.1 In the absence of any agreement to the contrary, the delivery period shall commence on the latest of the following dates:
 - a) Date of order confirmation;
 - b) Date of fulfilment of all technical, commercial and financial obligations incumbent on the buyer under the agreement.
Prerequisites;
 - c) the date on which the seller receives a deposit to be paid before delivery of the goods and/or a payment guarantee to be issued or otherwise opened.
- 6.2 The Seller is entitled to make partial and advance deliveries.
- 6.3 If the delivery is delayed due to a circumstance on the part of the Seller which constitutes a reason for relief within the meaning of Article 14, a reasonable extension of the delivery period shall be granted.
- 6.4 If the Seller is responsible for a delay in delivery, the Buyer may either demand performance or declare its withdrawal from the contract by granting a reasonable grace period.

- 6.5 If the period of grace provided for in Art. 6.4 has not been used through the fault of the Seller, the Buyer may by notice in writing rescind the contract in respect of all goods not yet delivered. The same shall apply to goods already delivered but which cannot be reasonably used without the goods still outstanding. In this case, the buyer is entitled to a refund of the payments made for the undelivered goods or for the goods that cannot be used. In addition, if the delay in delivery was caused by gross negligence on the part of the seller, the buyer shall also be entitled to compensation for justified expenses which he had to incur up to the dissolution of the agreement and which cannot be used further. The buyer shall return to the seller goods that have already been delivered and cannot be used.

- 6.6 If the buyer does not accept the goods provided in accordance with the contract at the contractually agreed place or at the contractually agreed time and if the delay is not the result of an act or omission on the part of the seller, the seller may either demand performance or withdraw from the contract by setting a grace period. If the goods have been separated, the seller may store the goods at the buyer's expense and risk. The seller shall also be entitled to reimbursement of all justified expenses which he had to incur for the performance of the contract and which are not included in the payments received.
- 6.7 Other claims of the Buyer against the Seller on account of the Seller's default than those referred to in Art. 6 are excluded.

7. Acceptance test

- 7.1 If the Buyer wishes an acceptance test, this must be expressly agreed with the Seller in writing when the contract is concluded. Unless otherwise agreed, the acceptance test shall be carried out at the place of manufacture or at a place to be determined by the Seller during the Seller's normal working hours. The general practice for acceptance testing in the relevant branch of industry shall apply. The seller must notify the buyer of the acceptance test in good time so that the buyer can be present at the test or be represented by an authorised representative. If the delivery item proves to be in breach of contract during the acceptance test, the seller shall immediately remedy any defect and restore the delivery item to its contractual condition. The buyer may demand a repetition of the inspection only in cases of substantial defects. Following an acceptance test, an acceptance report shall be drawn up. If the acceptance test has shown that the delivery item has been executed in accordance with the contract and is in perfect working order, this shall be confirmed by both contracting parties in any case. If the buyer or his authorised representative is not present at the acceptance test despite timely notification by the seller, the acceptance report shall be signed only by the seller. The seller shall in any case send the buyer a copy of the acceptance protocol, the correctness of which the buyer may no longer dispute even if he or his authorised representative was unable to sign it due to lack of presence. Unless otherwise agreed, the seller shall bear the costs for the acceptance inspection carried out. However, the buyer shall in any case bear the costs incurred by him or his authorised representative in connection with the acceptance test, e.g. travel and living expenses and reimbursement of expenses.

8. Prize

- 8.1 Unless otherwise agreed, the prices shall apply ex works of the Seller or its sub-suppliers within Europe without loading.
- 8.2 The prices are based on the costs at the time of price submission, unless otherwise agreed. Should the costs change up to the time of delivery, these changes shall be for the benefit or at the expense of the buyer, unless a fixed price has been specifically agreed.

9. Payment

- 9.1 Payments shall be made in accordance with the agreed terms of payment. Unless terms of payment have been agreed, one third of the price shall be due on receipt of the order confirmation, one third halfway through the delivery period and the remainder on delivery. Irrespective of this, the VAT included in the invoice shall in any case be paid no later than 30 days after invoicing.
- 9.2 The Buyer is not entitled to withhold payments due to warranty claims or other counterclaims not recognised by the Seller.

9.3 If the buyer is in default with an agreed payment or other performance, the seller may either insist on performance of the contract and

- postpone the fulfilment of his own obligations until the arrears of payments or other benefits have been settled,
- make use of a reasonable extension of the delivery period,
- make the entire outstanding purchase price due,
- if there is no reason for exoneration on the part of the buyer within the meaning of Art. 14, charge interest on arrears from the due date at the rate of 7.5% above the respective base rate of the European Central Bank (see Directive/EC on combating late payment in commercial transactions of 29 June 2000), or declare withdrawal from the contract, granting a reasonable period of grace.

9.4 In any case, the Buyer shall compensate the Seller for the reminder and collection costs incurred as further damage caused by default.

9.5 If, upon expiry of the grace period pursuant to 9.3, the Buyer has not made the payment or other performance owed, the Seller may withdraw from the contract by written notice. At the Seller's request, the Buyer shall return to the Seller any goods already delivered and shall compensate the Seller for any depreciation in the value of the goods and reimburse the Seller for any justified expenses incurred by the Seller in the performance of the contract. With regard to goods not yet delivered, the seller is entitled to make the finished or processed parts available to the buyer and to demand the corresponding share of the sales price for this.

10. Retention of title

10.1 Until the complete fulfilment of all financial obligations of the Seller, the seller reserves the right of ownership to the object of purchase if the buyer fails to do so. The seller is entitled to make his ownership externally recognisable on the delivery item. The buyer shall comply with the necessary formal requirements for the retention of title. In the event of seizure or other claims, the buyer is obliged to assert the seller's right of ownership and to inform the seller immediately.

11. Warranty

11.1 The Seller shall be obliged to remedy, in accordance with the following provisions, any defect affecting the fitness for use which is due to a defect in design, material or workmanship. Likewise, the Seller shall be liable for defects in expressly stipulated properties.

11.2 This obligation shall only apply to such defects that have occurred during a period of one year in the case of single-shift operation from the time of the transfer of risk or, in the case of delivery with installation, from the time of completion of the installation.

11.3 The buyer may only invoke this article if he immediately notifies the seller in writing of the defects that have occurred. The presumption rule of § 924 ABGB is excluded. The Seller so notified shall, if the defects are to be remedied by the Seller in accordance with the provisions of this Article, at its option:

- rectify the defective goods on the spot;
- the defective goods or the defective parts are taken over for the purpose of
Have the item returned to us for rectification;
- replace the defective parts;
- replace the defective goods.

11.4 If the Seller has the defective goods or parts delivered to him for the purpose of rework or replacement, the buyer shall bear the costs and risk of transport, unless otherwise agreed. Unless otherwise agreed, the return of the repaired or replaced goods or parts to the buyer shall be at the expense and risk of the seller.

11.5 The defective Goods or parts replaced in accordance with this Article shall be at the Seller's disposal.

11.6 The Seller shall only be liable for the costs of remedying defects carried out by the Buyer himself if he has given his written consent to this.

11.7 The Seller's warranty obligation shall only apply to defects that occur under the intended operating conditions and normal use. In particular, it does not apply to defects caused by: poor installation by the buyer or his agent, poor maintenance, poor repairs or modifications carried out without the seller's written consent by a person other than the seller or his agent, normal wear and tear.

11.8 For those parts of the goods which the Seller has obtained from the subcontractor prescribed by the Buyer, the Seller shall be liable only within the scope of the warranty claims to which he himself is entitled against the sub-supplier. If goods are manufactured by the seller on the basis of the buyer's design specifications, drawings or models, the seller's liability shall not extend to the correctness of the design but to this,

that the execution was carried out in accordance with the buyer's specifications. In such cases, the buyer shall indemnify and hold the seller harmless against any infringement of property rights. The seller shall not assume any warranty for the acceptance of repair orders or for modifications or conversions of old or third-party goods or for the delivery of used goods.

11.9 From the beginning of the warranty period, the Seller shall not assume any liability beyond that stipulated in this article.

12. Liability

12.1 It is expressly agreed that the Seller shall not provide the Buyer with a The seller is obliged to pay compensation for damage to goods which are not the subject of the contract, for other damage and for loss of profit, unless the circumstances of the individual case show that the seller is guilty of gross negligence. The reversal of the burden of proof according to § 1298 ABGB is excluded.

12.2 The object of purchase only offers the level of safety that can be expected on the basis of approval regulations, operating instructions, Seller's regulations on the handling of the object of purchase - in particular with regard to any prescribed inspections and other instructions given.

12.3 In the event of slight negligence on the part of the Seller, unless Article 12.1 applies, damages shall be limited to 5% of the order amount, but not more than 727,000 euros.

12.4 Any and all claims for damages arising from defects in deliveries and/or Performance must - should the defect not be expressly acknowledged by the seller - be asserted in court within one year after the expiry of the contractually stipulated warranty period, otherwise the claims expire.

13. Consequential damages

13.1 Save as otherwise provided in these Conditions, the Seller shall not be liable to the Buyer for any stoppage of production, loss of profit, loss of use, loss of contracts or any other consequential economic or indirect loss.

14. Grounds for exoneration

14.1 The parties shall be released from the timely performance of the contract in whole or in part if they are prevented from doing so by events of force majeure. Events of force majeure are exclusively events that are unforeseeable and unavoidable for the parties and do not originate from their sphere. However, a strike or industrial dispute shall be deemed to be a force majeure event. However, the Buyer who is hindered by an event of force majeure may only invoke the existence of force majeure if he immediately, but no later than within 5 calendar days, provides the Seller with a registered statement on the beginning and foreseeable end of the hindrance, confirmed by the respective government authority or chamber of commerce of the country of delivery, on the cause, the expected effect and duration of the delay. In the event of force majeure, the parties shall make every effort to eliminate or reduce the difficulties and foreseeable damage and shall keep the other party informed thereof. Otherwise they shall be liable to pay damages to the other party. Dates or deadlines that cannot be met due to the effects of force majeure will be extended by a maximum of the duration of the effects of the force majeure or, if applicable, by a period to be determined by mutual agreement. If a force majeure circumstance lasts longer than four weeks, the Buyer and the Seller shall seek a negotiated settlement of the technical consequences. If no amicable solution can be reached, the seller may withdraw from the contract in whole or in part.

15. Data protection

15.1 The Seller is entitled to store, transmit, revise and delete personal data of the Buyer in the course of business.

15.2 The parties undertake to maintain absolute secrecy vis-à-vis third parties with regard to the knowledge acquired by them as a result of the business relationship.

16 Jurisdiction, Applicable Law, Place of Performance

16.1 The place of jurisdiction for all disputes arising directly or indirectly from the contract is the Austrian court with local jurisdiction for the Seller's registered office. However, the Seller may also bring an action before the court having jurisdiction over the Buyer.

16.2 The parties may also request the jurisdiction of an arbitral tribunal. agree.

16.3 The contract shall be governed by Austrian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11. 4. 1980, Federal Law Gazette 1988/96.

16.4 The place of performance for delivery and payment shall be the registered office of the Seller, even if the handover takes place at another location as agreed.

Appendix 1

Assembly conditions of the Austrian Engineering and Steel Construction Industry Association of July 1999

These Terms and Conditions of Assembly are generally designed for legal transactions between companies. If, by way of exception, they are also used as a basis for legal transactions with consumers within the meaning of § 1 para. 1 item 2 of the Consumer Protection Act, Federal Law Gazette No. 49/1979, they shall only apply insofar as they do not contradict the provisions of the first main section of this Act. Austrian substantive law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded by mutual agreement.

1. Binding nature of the assembly conditions

Assembly work and the dispatch of fitters of any kind shall only be carried out on the basis of the following terms and conditions, which shall be deemed to have been accepted when the order is placed and shall be binding on the Contractor, hereinafter referred to as the Contractor, and the Client, hereinafter referred to as the Client. Deviating agreements on individual points require the express written confirmation of the Contractor in order to be valid.

2. material supply

The materials necessary for the execution of the work and the costs of their transport to the place of work shall always be borne by the Client.

3. working time

Normal working hours are the respective statutory weekly working hours; the time allocation is governed by the employer's company regulations.

4. assembly rates (hourly rates)

- a) The installation shall be invoiced in accordance with the installation rates and framework conditions as stated in the enclosure, unless a lump sum price has been expressly agreed.
- b) The agreed billing rates do not include value-added tax, which must be additionally paid to the Contractor at the statutory rate.

5. Sunday and public holiday pay

If work is done on a public holiday, the working hours and any overtime shall be charged as agreed in the supplement. For Saturdays, Sundays and public holidays on which no work is performed, only the allowance for remote assembly agreed in the supplement shall be charged. If the work is cancelled due to a national, works or other public holiday customary at the place of installation, the rates for the number of hours which the fitter would have worked on this day if it had been a working day shall be charged as public holiday pay.

6. work interruption

- a) In the event of interruption of work for which the Contractor is not responsible and which necessitates the withdrawal or reassignment of fitters provided by the Contractor, the costs incurred as a result shall be charged to the Client.
- b) If the fitters are prevented from working full shifts through no fault of their own, the normal statutory working hours shall nevertheless be charged.
- c) If the Client insists that the assembly be continued despite adverse weather conditions, liability for any damage caused thereby shall pass to the Client.

7. supplements to the hourly rate

For work under aggravating circumstances (such as harmfulness to health, dirt, danger, unfavourable weather conditions, etc.) as well as for shift and night shift work, the rates specified in the enclosure shall be added.

8. distance allowances (triggering) and quarters

- a) Unless otherwise agreed in the Supplement, the amounts set out in the Framework Collective Agreement of the Austrian Mechanical Engineering and Steel Construction Industry valid at the time shall apply.
- b) In the case of assembly work where the assembly worker does not have the possibility of returning daily to the company carrying out the assembly work, the amount stated in the enclosure will be charged.

- c) If the Principal provides reasonable accommodation, the night allowance shall not be charged. If, at the place of assembly, the actual costs of accommodation exceed the nightly allowance specified in the enclosure, the actual costs of accommodation, including value added tax, shall be charged.

9. travel time, travel expenses and fares

The travel time - plus travel preparations up to 5 hours each for the outward and return journey - shall be invoiced as normal working time. The actual travel expenses of the assembly personnel shall be borne by the Client, as shall the transport of hand tools and the procurement of passports and visas.

10. precautions taken by the AG

The Principal shall make all preparations and take all measures necessary for the proper start of the assembly work, its trouble-free execution and proper completion in good time before the agreed start of the assembly work as well as during its execution with regard to personnel and material at its own expense and risk. Unless special instructions are given by the Contractor for this purpose, this shall include in all cases the appropriate structural equipment of the place of work, the provision of the necessary devices, tools, equipment, changing and sanitary facilities and other work aids, the necessary materials, auxiliary materials and supplies, the provision of the necessary assistants, etc. All provisions required in this respect on the part of the Contractor shall be invoiced separately.

Since the Contractor himself only has to provide the usual hand tools, the use of special tools and special devices which are provided by the Contractor due to lack of provision by the Client shall be charged according to a separate agreement to be made in this respect, together with the costs for transport there and back.

11. the employer's duty of insurance and care

The Client shall take appropriate care of all work aids brought in by the Contractor and the personal belongings of the assembly personnel and shall be liable until the assembly work has been completed or until the work aids and personal belongings have been cleared and removed. In the event of damage, destruction or loss of these tools and personal items, he shall also be liable in the event of force majeure. Safety instructions and other hazard warnings shall be provided by the Client, as well as precautions regarding fire protection.

12. documentation

Unless otherwise agreed, the contractual partners shall also draw up daily construction reports. The Contractor shall continuously record all important facts concerning the contractual performance, such as weather conditions, the status of workers and equipment, deliveries of materials, progress of performance, quality and functional tests, direct labour and all other circumstances. All occurrences at the place of performance, in particular those which may have a significant influence on the performance of the service, as well as findings which cannot be made at a later date or which can no longer be made in a purposeful manner, shall be recorded therein. At the Principal's request, the daily construction reports shall be submitted to him and he may inspect them at the place of performance on any working day. In this case, the Client shall confirm the inspection in writing. All entries shall be deemed to have been confirmed by the Client if he has not raised an objection in writing within two weeks of the entry by the Contractor.

13. liability

The Contractor shall be liable for the careful and proper performance of the work to be carried out by its installation personnel. The Contractor shall not assume any further liability, in particular not for indirect consequential damage. The Contractor shall not assume any liability for personnel provided by the Client, hired personnel or third parties.

14. additional work due to imminent danger

For such services which were necessary for the fulfilment of the order and for which the Principal's consent could not be obtained due to imminent danger, the Principal's consent shall be deemed to have been given. The Client shall, however, be informed of these services performed without an order as soon as possible. Since these are necessary services performed by the Contractor, the Client shall recognise and also remunerate them. The Contractor shall invoice these services separately and provide a detailed breakdown of the additional costs.

15. certification and acceptance of the assembly work

The working hours of the assembly personnel provided by the Contractor shall in any case be certified by the Client on a weekly basis. The certificates shall be used as a basis for the Monday invoices. The Client shall be obliged to certify the completion and handover of the work to the fitters on the last time sheet. Minor defects and reworking shall not release the Client from this obligation.

The Contractor shall notify the Client in writing that the Work is ready for acceptance. This notification shall include a date for the acceptance test which gives the Client sufficient time to prepare for the test or to be represented at the test. All costs incurred during the acceptance test (personnel costs, equipment, material costs, aids) shall be borne by the Client.

If the Client has been notified by the Contractor in good time of the date for the acceptance test and if the Client is unable to keep to this date or cannot be represented, the test shall be deemed to have been successfully carried out on the date specified as the date for the acceptance test in the Contractor's notification.

Unless otherwise agreed, the acceptance test shall be carried out during normal working hours. The Contractor shall draw up a record of the acceptance test.

16. dates

If the Contractor can foresee that he will not be able to complete the Work in time, he shall notify the Client thereof in writing without undue delay and, if possible, give him the estimated date of completion.

The Contractor shall be entitled to a reasonable extension of the completion period if a delay is due to:

a) circumstances for which the Contractor is not responsible, such as labour disputes, natural disasters, armed conflicts, general mobilisation, insurrection, seizure, embargo and restrictions on energy consumption.

b) insofar as unforeseeable conversion work arises due to statutory provisions or special and additional requests of the Principal.

c) an act or omission by the Client or other circumstances within the Client's sphere of influence (such as e.g. payment arrears) or if the Client fails to meet other obligations.

17. terms of payment

The Principal shall be obliged to pay the Contractor, at the Contractor's request, reasonable down payments or instalments both prior to the secondment of workers and in the course of the assembly work against their subsequent offsetting.

Payment of the assembly invoice shall be made immediately after presentation of the invoice in cash without deduction. If the installation work takes longer than one month, an interim invoice shall be issued by the Contractor every four weeks and paid by the Client. The retention of payments due to warranty claims or other counterclaims of the Client not recognised by the Contractor is not permitted.

18 Jurisdiction, Applicable Law, Place of Performance

a) The place of jurisdiction for all disputes arising directly or indirectly from the contract shall be the Austrian court with local jurisdiction for the Contractor's registered office. However, the Contractor may also bring an action before the court having jurisdiction for the Client.

b) The parties may also agree on the jurisdiction of an arbitral tribunal.

c) The contract is subject to Austrian substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

d) The place of performance for delivery and payment shall be the registered office of the Contractor.