

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of Stahl Judenburg GmbH

Version August 2020

A) SCOPE OF APPLICATION

1. These General Terms and Conditions of Sale and Delivery (short: conditions) shall govern the legal relationship between us, the Stahl Judenburg GmbH, as contractor/provider and our ordering party and apply to any type of order (e.g. sales contract, special-order contract, work and delivery contract, consultancy contract).
2. Our deliveries, services and offers are carried out exclusively on the basis of these Terms and Conditions. These conditions also apply to all future business relations, even if they are not explicitly referred to before each single business deal. Any deviations from these conditions are only valid if we give our written confirmation.
3. Any terms and conditions, conditions of purchase and terms of acceptance of the ordering party have no precedence over these conditions and are only binding if explicitly accepted in writing in any future business relations. We are not obliged in any case to object to any contradictory conditions laid down by the ordering party. Neither omitted objection, nor the completion of supply or service by us constitute an acceptance of conditions, even if we are aware of contradictory or from our conditions deviating terms and conditions on the ordering party's behalf. Reference by Stahl Judenburg GmbH to documents of the ordering party does not mean accepting the terms and conditions laid down by the ordering party. By being notified of our terms and conditions in the course of receiving our commercial letter of confirmation or our order confirmation, the ordering party accepts the conditions in full without raising any objections.

B) OFFER AND CONTRACT CONCLUSION

1. Our offers are subject to change. In particular information about services and products outlined in our catalogues, price lists, brochures, information material, display at booths, circulars, marketing mailer or other media is non-binding.
2. Information contained in our brochures, catalogues or similar documents as well as information contained in our offers, especially illustrations, drawings, descriptions, dimensions, weight,

performance and consumption data, delivery deadlines and information about usability of our products is only approximate unless explicitly denoted as binding. Minor deviations from the description of our offers are seen as approved unless the deviation is unacceptable for the ordering party. Assurance of our performance characteristics requires written agreement in advance.

3. Completions and any other agreements are only binding when confirmed in writing by us. Written confirmation is valid in electronic correspondence as well as written correspondence.
4. Orders which deviate in their wording from the offers laid down by us in any point require our explicit confirmation in writing in order to be valid.
5. Clerical errors or errors in calculation entitle us to rescind the contract when the ordering party rejects an adjustment. Compensation claims of the ordering party are excluded in this case.

C) DELIVERY TIME

1. Deadlines and delivery times are only approximate unless explicitly confirmed as fixed deadlines in writing.
2. Delivery deadlines begin with the date of our order confirmation at the earliest but not before there is complete clarity of the order, and especially not before all necessary documentation is provided by the ordering party and down payments are made. The same applies to delivery dates.

Delivery deadlines and delivery dates are understood to be ex works. If the goods cannot be collected or sent in time through no fault of ours, delivery deadlines and delivery dates count as adhered to with the notification of readiness for shipment.

Collection has to be made on the specific date if such a date has been stipulated. Otherwise goods have to be collected within 5 working days after the ordering party has been notified of the readiness for shipment. If the ordering party does not meet these obligations, it results in default of acceptance without the necessity of a reminder.

3. Unless stipulated otherwise in individual contracts we have a time limit of at least 4 weeks for the initial provision of our services and deliveries.

The ordering party is also obliged to accept and pay for the manufactured goods even after exceeding the delivery deadline.

4. In case delivery is delayed due to circumstances beyond our control, for example non-compliance with a fixed delivery date or if goods are not accepted, the payment, however, has to be made by the ordering party at the date stipulated at which it would have been due if delivery had been on time and it has to reimburse all costs incurred by the delay.
5. We do not fall behind with delivery if the ordering party is behind with payment obligations. In this case we are released from any contractual duties until payment obligations are fulfilled.
6. Delay in delivery and increase in costs which result from incorrect, incomplete or subsequently changed specifications and information or provided documents do not fall within our responsibility and cannot lead to delay. Any additional costs resulting therefrom shall be paid by the ordering party. Any postponements which the ordering party is responsible for warrant rearrangement of the schedule by us.
7. In the case of postponements which the ordering party is responsible for we have the additional option of issuing a written request for co-operation from the ordering party to the agreed extent and subject to a period of grace of 5 working days. Otherwise we can withdraw from the contract without further periods of grace and are entitled to invoice the ordering party for our services provided based on effort plus lost profit. Counterclaims by the ordering party cannot be asserted within this period of time.

Definition of a "Frozen Zone":

Means that – within an agreed period of time (usually 4 months)– the planning of the order is regarded as fixed and the delivery date cannot be changed anymore.

This measure ensures the planning certainty of the production.

Material which is currently being processed is finished regardless of the requests for change from the ordering party.

In connection with that the ordering party has the obligation to accept and pay for the material in progress whereas the work in progress already starts with the ordering of the primary material so that if necessary the primary material already in production will be charged to us regardless of changes and cancellations by the customer and can then be invoiced to the customer.

If we withdraw from the contract under that provision and invoice the provided services plus the lost profit the ordering party has the right to the partly finished goods and parts of goods currently in production. Any regulation laid down in point K of the present terms remains unaffected.

8. The ordering party cannot make any claim due to a delay in delivery even if we were responsible for the delay.

9. We are entitled to partial as well as complete delivery which the ordering party has to accept.
10. We can delay the delivery date or withdraw from the contract in part or in full if the execution of the order or the delivery is delayed, impeded, unreasonable or impossible in case of force majeure. In this case the ordering party is not entitled to any claims for compensation whatsoever. If we withdraw from the contract in part or in full we are entitled to aliquot remuneration in accordance with services provided so far. Alternatively we can invoice the services provided in accordance with cost. In this case the ordering party is entitled to partly finished goods and goods currently in production.
Force majeure shall include all unpredictable events or such events which, even if they were predictable, are beyond our or the ordering party's control and whose impact on the fulfilment of the contract through reasonable efforts cannot be avoided e.g. delayed delivery of primary material caused by the supplier.
Strike, lockout, lack of means of transport, official interventions, embargoes, any sanctions (especially economic or political), difficulties in energy supply, or any other circumstances which make delivery or service provision difficult or impossible no matter if they happened to us or any of our suppliers equate to force majeure.

D) DELIVERY AND TRANSFER OF RISK

1. Deliveries are made ex works (FCA according to Incoterms 2020) at the ordering party's expense and risk unless explicitly agreed on otherwise in writing (remaining Incoterms).
2. The transfer of risk is laid down in the agreed Incoterms.
3. In case of loss or damage during transport the recipient is liable for any complaint against the carrier or forwarder.
4. The ordering party is obliged to accept the contractually sent goods or goods ready for collection without delay. If the delivery is delayed at the request of the ordering party or due to reasons for which the ordering party is responsible for the risk shall pass to the ordering party at the time of the notification that goods are ready to dispatch.
5. If the ordering party fails to accept the goods or if the goods are impossible to deliver due to force majeure we are entitled to store the goods or forward them to a carrier for storage at the expense and risk of the ordering party.
6. For the export of goods and products as well as the provision of technical services the following shall apply:

If the export of ordered goods and products and the provision of technical services by us requires any relevant official authorisation whatsoever the ordering party is obliged to ensure the timely granting of all authorisation for the export of goods and products or the provision of technical services to the required extent. Until any required authorisation is granted we are entitled, but not obliged, to refuse (further) order fulfilment. If all required authorisations are not granted in time through non-issue, non-presentation or late presentation, any damages, expenses and costs have to be paid by the ordering party and have to be reimbursed to us.

7. For the provision of services the following shall apply:

The ordering party shall contribute to the provision of services in an optimal way and to perform anything needed to make sure that we can provide our services contractually. If provision of services is delayed or even fails due to the fact that the ordering party did not contribute or support to the extent needed, any consequences, expenses and costs shall be borne by the ordering party.

E) PRICES

1. Prices stated in our offers shall apply on condition that the specifics of the order, forming the basis of the offer, remain unchanged.

The prices of our order confirmation shall apply. Value added tax at the applicable statutory rate must be added to all prices including additional costs.

All prices stated by us are ex warehouse or ex works. They do not include packaging, freight, postage, insurance, customs duties and other packaging, transport and dispatch costs. Transport insurance is arranged only at the explicit request of the ordering party. In regard to the additional costs we have the choice of charging costs commensurate with the case in question or implementing an additional cost rate.

2. The ordering party has to dispose of any packaging provided by us at its own expense. We are only obliged to take back packaging material if this has been explicitly agreed in writing.
3. Increases of freight and customs duties applicable at the close of business and the introduction of any new charges entitle us to increase the agreed sales price pro rata without the ordering party being entitled to declare withdrawal. We are also entitled to price increases due to increases in freight and customs duties or due to the introduction of new charges in case of delivery delay and if the appropriate increase in freight and customs duties and charges was made after the originally agreed delivery date.

4. Our offers and estimates are fundamentally non-binding, unless binding is explicitly confirmed in writing.
5. Exceedance of our offer (estimate) due to changes of the original requirements made by the ordering party, is seen as approved by the ordering party even without notification. In this case the ordering party waives its right to withdraw.
6. Should our purchase prices or the costs we need to bear change – especially due to regulations in accordance with the collective agreement, company-internal conclusions or other for the calculation relevant circumstances or for the provision of services necessary means as for example material, energy costs, transport, third-party works, financing – we are entitled to increase the prices accordingly. We are entitled to invoice the ordering party for any increases in costs, prices and wages etc. passed on to us by our suppliers and manufacturers.

F) PAYMENT TERMS

1. Payment is due within 30 days from the date of the invoice. Payment shall only be considered made when the amount is unconditionally at our disposal.
2. Bills of exchange and cheques will only be accepted after a special agreement and providing the financial institution has confirmed their receipt. The ordering party bears any refinancing costs and fees and must pay them immediately. We are only liable for the timely presentation, protest, notification and return of the bill of exchange in case of intent or gross negligence caused by us or our vicarious agents.

In the case of exchanges, cheques or transfers, the day on which the financial institute makes the credit entry in our favour shall apply.

3. If the ordering party refuses to pick up or accept the goods despite the notification of readiness for shipping, complete payment has to be made 30 days at the latest from the notification of readiness for shipping/delivery.
4. The right of retention of the ordering party is explicitly excluded, particularly by invoking exception of a non-performed contract on the basis of alleged deficiencies. The ordering party is not entitled to offset payment whatever the cause, except claims recognized by us or already titled claims.

G) DEFAULT OF PAYMENT

1. In case of default of payment we are entitled to invoice annual interest of 9.2% above the relevant base interest rate of the Austrian national bank from the previous 30th of June and 31st of December respectively in accordance with § 456 Austrian Corporate Code (UGB).

We reserve the right to assert further damages caused by delay. The ordering party is liable for any further damage in this respect, in particular for interest charges due to late payment.

2. Provided the assertion of outstanding claims is done by us, the ordering party is obliged to pay 40 Euro for every reminder regardless of the actual time and effort. For the compensation of the operating costs which exceed the lump sum § 1333 paragraph 2 of the Austrian Civil Code (ABGB) shall be applied.
3. Moreover all claims shall be due immediately if the terms of payment are not met or circumstances become known to us which diminish the creditworthiness of the ordering party. In this case we are entitled to provide any outstanding services only against payment in advance or to withdraw from the contract after fruitless expiry of another reasonable grace period set in a reminder.
4. In case of delay of payment we are entitled to withdraw from the current contract, as well as from any outstanding business or any successive deliveries.

Moreover we are entitled to retain goods awaiting delivery as well as to stop further work on current orders if the proportional payment is not met. We are also entitled to reclaim already delivered but unpaid goods from the ordering party and to recover them at the expense of the ordering party who has to grant us access to exercise our legal right to recover goods.

5. If the economic situation of the ordering party deteriorates significantly, insolvency proceedings have been opened on the ordering party's assets or an application for such commencement has been filed, insolvency proceedings are rejected for lack of cost-covering assets or we receive information which puts the ordering party's solvency or willingness to pay in doubt, we are at all times entitled to immediately call all open demands due. If a type of payment other than cash is agreed we are further entitled to demand cash payment.

The right to termination of the contract according to point (P) remains unaffected by this agreement. Stahl Judenburg GmbH is entitled to assign all payment claims against the Purchaser to third parties, irrespective of whether as collateral for liabilities of Stahl Judenburg GmbH or for refinancing or any other purposes.

H) PROVISION OF SECURITIES

Even if the provision of securities was not agreed upon at the conclusion of the contract, we are entitled to demand securities for the fulfilment of the payment obligation prior to shipping and to withdraw from the contract in case of refusal.

I) TECHNICAL SPECIFICATIONS AND DOCUMENTS

1. Our illustrations, drawings, blueprints, information on dimensions and weights in catalogues, brochures, offers etc. are approximate and subject to change.
2. All documents provided contain know-how, ideas and development work from us and our subcontractors. Intellectual property and all rights of material quality of these documents remain with us. The ordering party only has a user right to carry out any absolutely necessary operation and maintenance of the product subject to the contract. The user right expires with the de-commissioning of the product subject to the contract.
3. All documents and information may not be copied, analysed, reproduced or made available to third parties in any way neither in part nor in whole without our permission. Details therein are also subject to legal protection provision.

J) RETENTION OF TITLE

1. All goods delivered by us remain our property until all financial obligations towards us have been settled in full including interest and costs.
2. The property also remains with us, if the delivery is connected to, mixed with or integrated into the property of the ordering party.

The ordering party has to take any measures to identify our ownership of the delivery in accordance with the particular legal publicity regulations against anyone at its own expense and to indicate our right of ownership in the case of possible recourse by third parties.

3. If parts or goods delivered by us have become a dependent component through the connection with the property of the ordering party, the ordering party is obliged, in case that liabilities are not settled in time, to arrange the removal of all respective goods at its risk and expense. Moreover, the ordering party has to pay all the expenses which are connected to the removal until the goods are at our nominated premises. The ordering party recognizes any dismantled parts as our property.

4. For the duration of the retention of title, the disposal, pledging, transfer of ownership by way of security and leasing or other surrender of the goods delivered by us is not permitted without our written permission.
5. Products which are manufactured out of goods subject to retention of title shall only be sold with the explicit reservation of our ownership of the goods and returns. If the new product is sold, part title is acquired to the returns which the ordering party as our trustee shall receive from third parties.
6. In the event of attachment by third parties of parts and goods delivered by us and still under our ownership the ordering party is obliged to report the name of the operating party, the amount of the demand, the intervening court, the case number and the potential date of auction. Moreover the ordering party is obliged to inform us about any extraordinary reduction in the value of goods delivered under retention of title.
7. If a different law than the Austrian law is agreed on with the ordering party or if a different law applies due to other reasons and if the retention of title is invalid according to these terms, other possible collaterals according to the other right shall be deemed to have been agreed. Should the cooperation of the ordering party be necessary, he is obliged to take any measures required to create and preserve such rights.

K) WARRANTY

We take warranty for any deficiencies of the delivered products and provided services according to the following terms:

1. The warranty period begins with the delivery or collection of the goods. If the ordering party is in acceptance delay, the warranty period starts with the notification of readiness for shipment.
2. The warranty period ends after 12 months.
3. The warranty obligation applies only for deficiencies which are claimed in writing without delay, within 3 working days at the latest from recognizability including a statement for possible causes. Should the ordering party fail to make such deficiency notification within the said period he cannot make any claims laid down in § 377 par. 2 Austrian Corporate Code (UGB). In order to make use of our warranty obligation, the ordering party shall provide evidence that the claimed deficiency is in any connection to us and that it has already existed at the date of submission. Any applicability of assumption of § 924 Austrian Civil Code (ABGB) is expressly excluded. Further limitations to liability in these terms remain untouched.

4. Our warranty obligation shall be limited to deficiencies which occur under the operating conditions specified in adherence to the maintenance and servicing intervals indicated and under normal use. It shall not cover deficiencies which the ordering party or third parties are responsible for.
5. Warranty is also excluded if the delivered goods are improperly handled or used and if particularly relevant instructions and regulations issued by us are ignored.

If amount and weight of our delivery deviate from the order by not more than 15%, it is not regarded as a deficiency. The determining factor is the outbound weighing.

Furthermore we reserve the right to include short lengths amounting to 10% of the order quantity, provided there is no definitive objection in the order or in the Quality Assurance Guidelines.

6. Insofar improvement or exchange are impossible or connected to a disproportionate amount of effort or we are not able to comply with exchange or improvement requests at all or not within the given time we are entitled to either terminate the contract completely or to grant an adequate discount.
7. The warranty obligation terminates if the ordering party makes any unauthorized changes whatsoever to the delivered goods without our written approval.
8. Warranty refers exclusively to goods delivered by us. We only accept liability for any goods obtained by us from the subcontractors in as far as we are entitled to warranty claims against the subcontractor.
9. If there is an obligation to correct a deficiency, we are entitled to replace the defective goods or the defective part, to fix deficiencies on the spot within the normal working hours or to have the defective goods or the defective part sent to us for repair. We shall be given the time necessary to examine and repair the deficiencies or to supply replacement parts.

The ordering party is obliged to grant – if necessary – at least two attempts at remedial action.

The transport costs and risks of the defective goods shall be borne by the ordering party, and by us only on the return transport. In case of remedial action on the spot the ordering party bears any costs and expenses arising therefrom, especially officially mandated and sovereign costs, any other expenses as well as our potential travel and accommodation expenses. The ordering party is further obliged to take all necessary organisational measures and precautions at its risk and expense in order to facilitate trouble-free execution of our remedial action.

10. There is no extended warranty after remedial action or exchange.

11. We only bear the costs for remedial action done by the ordering party or a third party if we have agreed to it in writing.
12. We are in any case released from any warranty as long as the ordering party has not paid all outstanding demands in full.
13. Warranty claims do not entitle the ordering party to hold back agreed payments.
14. From the start of the warranty period we neither accept any further liabilities other than mentioned above, nor for deficiencies whose cause lies before the transfer or risks.
15. If warranty is granted the above terms apply correspondingly. Warranty repairs are only accepted after previous consultation with our warranty department and subsequent written confirmation.

L) **LIABILITY**

1. A liability to the ordering party shall only apply – excluding personal injury – in the event of gross negligence or intent whereas claim for damages shall, in any case, be limited to damage repair alone and be limited to the amount of the order value. We are not liable for other damages whatsoever as e.g. damage to goods which are not subject to the contract, loss of profits, consequential damages as well as damages through interruption in production and operation. The shifting of the burden of proof of § 1298 Austrian Civil Code ABGB is excluded.

The a-foregoing limitations of liability shall apply to the same extent to our vicarious agents and procurement agents.

2. Any claims for damages expire one year after delivery or provision of the service at the latest.
3. We are not liable for any damage to supplied workpieces.
4. The compensation obligation for any resulting claims due to damage to property in accordance with the product liability law as well as product liability claims derived from other terms is excluded.
5. In such cases where there is coverage by our liability insurance any obligation to indemnify is limited to the amount of coverage by the liability insurance. The preceding liability restrictions remain unaffected thereof.

M) CHANGE IN CIRCUMSTANCES

If the circumstances under which a contract has been concluded have changed so drastically that it could reasonably be assumed that the conclusion would not – or only on other terms – have been made and if the change in circumstances could not have been foreseen even by a contractor exercising due diligence at the time the contract was made, we are entitled to withdraw from the contract or to demand a change in terms to allow for the altered circumstances.

N) WITHDRAWAL OF THE ORDERING PARTY/FORFEIT

1. If the ordering party – for whatever reasons – withdraws from the contract we are entitled to accept the withdrawal against payment of a forfeit or to refuse the withdrawal.
2. In case of acceptance of withdrawal the forfeit amounts to:
10% of the sales prices or the agreed amount plus the production costs up to the date when the withdrawal was accepted whereas the ordering party is entitled to the already (partly) finished parts and any parts which are currently being worked on.

O) PREMATURE CANCELLATION

1. Any contracts with the ordering party can be withdrawn without notice for good cause at any given time.
2. An important reason for premature cancellation exists in particular, if
 - a) an application for insolvency proceedings are rejected for lack of cost-covering assets or we receive information which put the ordering party's solvency or readiness to make payment in doubt. (§ 25b IO remains unaffected by this regulation);
 - b) the ordering party has not paid outstanding demands despite a reminder;
 - c) the ordering party fails to comply with the obligation to provide documents necessary for the order completion or other obligations to cooperate despite request.

P) PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

1. The place of performance for delivery and payments shall be, if not agreed on otherwise, the headquarters of the Stahl Judenburg GmbH in 8750 Judenburg.

The place of jurisdiction for legal actions on the existence or non-existence of a contractual relationship subject to these terms or for legal actions resulting from such contractual relationships, is the court 8750 Judenburg for legal actions filed by the ordering party and the court 8750 Judenburg for legal actions filed by us.

2. Austrian law shall apply, if not agreed on otherwise, except for the conflict of law provisions. This shall also apply to the questions of the creation of this contract. The application of the UN Sales Convention is expressly excluded.

Q) GENERAL TERMS

1. Any deviations from these terms and conditions shall require the prior written approval in order to be valid. This also applies to the deviations from the written form requirement. Subsidiary verbal agreements have no legal force.
2. If any individual regulations of these conditions become completely or partially ineffective or unfeasible, the validity of the rest of the contract shall not be affected. In this case the parties to the contract pledge to replace the void or unexecutable regulation with a valid and executable one which best represents the set economic goal within the framework of the contract.
3. In the event of a subsequent gap in the contract these terms shall apply which the parties to the contract would have intended in accordance with the purpose of this agreement if they had considered the solution to the questions which were not considered in the contract beforehand.
4. If contractual agreements are made outside of these conditions between us and the ordering party and if these conditions are opposed to the terms laid down here it shall be agreed that the terms in the contractual agreement outside of the present conditions only prevail if explicitly agreed in writing that the conditions of the present terms are subordinate
5. The contractual parties are obliged to treat all commercial and technical details which became known in the course of the business relationship as a trade secret unless they are already generally known.
6. The ordering party agrees that we store data obtained through the business relationship in line with data protection law and use it for our business purposes.