

GENERAL TERMS AND CONDITIONS FOR CUSTOMERS

OF ASTEBO GMBH | AS OF 01.01.2024

1 SCOPE OF APPLICATION AND GENERAL INFORMATION

These General Terms and Conditions (GTC) apply exclusively between astebo gmbh and the customer in connection with our deliveries of goods and other services for which astebo gmbh is the service provider.

By concluding the contract (the order), the ordering company agrees to the validity of these General Terms and Conditions in the latest valid version, also for future transactions, in full and exclusively.

The agreement of third-party terms and conditions is rejected and excluded by astebo gmbh. astebo gmbh is not obliged to object to third-party terms and conditions, even if astebo gmbh is aware of them. Deviations from our conditions or terms and conditions are therefore ineffective and do not become part of the contract unless they are expressly recognised by us in whole or in part in writing. Contracts are concluded exclusively in accordance with the respective valid GTC of astebo gmbh. These GTC are available online at www.astebo.com so that the contractual partner can obtain information on the current status before concluding any contract.

If an agreed clause violates mandatory law, the remaining provisions of this contract shall remain unrestricted and binding. Any invalid contractual provision shall be replaced by a provision that comes as close as possible to its economic content. This also applies analogously to loopholes.

Verbal collateral agreements are invalid.

2 OFFER AND CONCLUSION OF CONTRACT

Cost estimates are non-binding, unless otherwise agreed in writing.

Offers are non-binding and subject to change. Unless otherwise stated, astebo gmbh is bound to its offer for four weeks. Offer documents may not be made accessible to third parties.

A legal transaction shall only become legally effective upon written order confirmation by astebo gmbh.

The information contained in our price lists, catalogues and advertising media does not constitute an offer and is not binding.

do not contain any performance-determining information within the meaning of Section 922 (2) ABGB.

All media directly or indirectly related to the contract, such as sketches, plans, samples, brochures and the like, remain the intellectual property of astebo gmbh without exception and require the prior express written consent of astebo gmbh before any transmission or transfer to third parties.

3 DELIVERY TIME, DELIVERY PERIOD, DELAY

Delivery periods are always only approximate and non-binding. Expressly agreed delivery periods shall commence on the date of our written order confirmation. They shall be extended by the period by which the contractual partner was or is in default with the fulfilment of its obligations to us.

In cases of force majeure, delivery periods/dates shall be extended or postponed accordingly. The same applies to strikes on the part of trade unions, transport delays, machine breakdown, sovereign measures and other circumstances beyond our control or influence. The contractual partner is entitled to withdraw from the contract at the earliest twelve months after receipt of our notification.

If we are in default of delivery deadlines and delivery dates through our own fault, the contractual partner shall be entitled to a one-off compensation for default after three reasonable grace periods, but no earlier than six months after notification, up to a maximum of 2% of the invoice value of the delivery affected by the default.

DEFAULT OF THE ORDERER

Delay is the intentional or unintentional delay in performance. As a result, a delay must be avoided at all costs or immediately diversified with measures.

Should there nevertheless be a delay on the part of the purchaser, the following penalties shall be deemed agreed:

Delay in delivery or collection approval for final production:

1.5 % of the order amount per month. The final invoice is triggered at the time of final production and is due in accordance with the payment agreement.

In the event that the Purchaser has submitted incorrect or incomplete data for the preparation of the offer and/or during the construction phase of the work and has not

If the customer fails to correct the error in good time before the start of the service, it must bear all direct or indirect additional costs associated with this.

TRANSITION FROM DANGER

Even in the case of carriage paid delivery, the risk shall pass to the customer at the latest upon dispatch of the delivery ex works, even if partial deliveries are made or we have assumed other services, e.g. the commissioning of the carrier, transport and installation or the shipping costs.

In the event of delayed acceptance by the Purchaser ex works, the risk shall pass to the Purchaser on the day of notification of readiness for dispatch.

ACCEPTANCE OF DELIVERY

The delivery must be inspected by the customer for completeness and visual defects immediately upon receipt. If the delivery does not comply with the contractual provisions upon acceptance, the customer must give us the opportunity to rectify the defects without delay. The customer may not refuse to accept the delivery and the associated invoice due to its defectiveness.

4 PRICES

Our prices are ex works and do not include the applicable taxes and duties. Not included are the costs of packaging, transport insurance, guarantees, freight and assembly, which are invoiced separately.

All taxes and duties associated with the order, such as contract fees, export fees, import fees, implementation fees, interest on escorts, customs duties and customs charges, official commission fees, transfer fees shall be borne by the Purchaser.

If there is an exchange rate difference between the currency shown on the invoice and the euro, the purchase price is calculated on the basis of the value ratio of the two currencies on the day the contract is concluded and thus represents the agreed purchase price. In this context, amounts on account, advance payments and instalments are recalculated and offset in the same way after adjustment for exchange rate differences.

5 CANCELLATION OPTION

In the event of cancellation by the Purchaser for whatever reason, the following shall be payable for each progress listed plus

In the event of cancellation, a cancellation fee and compensation for damages are due immediately and directly.

The respective cancellation fee depends on the order status:

Order received	25 %
Project planning started	30 %
Design started	50 %
Production started	75%
Product / goods delivered	100 %

of the total volume of the order plus compensation.

6 RETENTION OF TITLE

All products and merchandise remain the exclusive and unrestricted property of astebo gmbh until full payment has been received.

The contractual partner shall be entitled to combine our goods with other trades, however, we shall receive priority co-ownership of the combined trade in proportion to the value of the goods of the trades to be combined.

In the event of seizures, confiscations or other interventions by third parties, the customer must inform us immediately.

If, in the case of deliveries abroad, special legal provisions apply there for the protection of the retention of title, the customer shall be obliged to take all measures to make our retention of title effective in legal form (e.g. affixing signs, entry in public registers). If the law in which the delivery item is located does not permit retention of title, but allows us to reserve other rights to the delivery item, we may exercise all rights of this kind. If the customer violates this obligation, we shall be entitled to retain the parts not yet delivered until proof of fulfilment of this condition or to withdraw from the contract without granting a grace period. In the latter case, the conditions as agreed under point 5 Cancellation options shall apply.

7 TERMS OF PAYMENT AND DEFAULT OF PAYMENT

Full payment of the invoice in the agreed currency must be made within 14 days of the invoice date without any deductions to our account at the bank specified in the order confirmation or invoice.

All rebates and/or discounts shall lapse if the Buyer defaults on payment of claims against us. This is also the case if the delay in payment concerns other services.

In the absence of an order confirmation to the contrary, half of the purchase price shall be due for payment upon receipt of the order confirmation and the remainder upon notification of readiness for dispatch. The retention of a warranty reserve or similar by the buyer is only possible on the basis of special agreements and upon payment of the associated guarantees.

The date of fulfilment is the date on which we can dispose of the amount.

If the customer defaults on repayment in instalments or partial payment (crediting), the entire outstanding claim shall become due immediately (loss of due date).

A flat-rate reminder fee of at least € 40 shall be charged per reminder in accordance with EU Directive 2011/7/EU. All such third-party fees (lawyers, debt collection agencies, credit protection organisations) shall be paid in full and without deduction by the customer immediately if it is in default of payment. We set the default interest at a minimum of 9.2% above the base interest rate per year in accordance with the German Late Payment Act (ZVG). The retention of title is fully applicable here as well as to the invoice amount and remains in force without restriction until full payment of all costs incurred plus interest. We shall send three reminders, after which the customer shall immediately file for insolvency and we shall collect the goods owned by us. All associated costs shall be borne by the customer.

8 WARRANTY CLAIMS

For delivered products, we assume the warranty for defects that are based on a fault in the design, material or workmanship in accordance with the following provisions. No further warranty rights exist.

Defective parts or services are to be either repaired or replaced in an appropriate form exclusively at our discretion, provided that the defect already existed at the time of the transfer of risk, for which the burden of proof lies exclusively with the purchaser, and

must be expressly recognised by us or confirmed by a court.

Parts replaced within the scope of subsequent fulfilment shall remain our property. Unless otherwise agreed, we shall only bear the costs arising from the repair or replacement of the defective parts in our workshops.

The purchaser is obliged to return the defective goods or the defective parts to us or to a third party designated by us at our expense on request for the purpose of subsequent delivery. If components of a delivery or the delivery as a whole are taken back, the customer shall be obliged to compensate us for the reduction in value determined during its use.

The purchaser is obliged to inform us immediately and in writing of any defects that have occurred in connection with the work product, otherwise all warranty claims shall be forfeited.

Excluded from the warranty are defects due to: natural wear and tear, inadequate maintenance, disregard of operating instructions or manuals, excessive strain, use of unsuitable operating materials and unsuitable raw materials, or raw materials or operating materials that cause greater wear and tear due to their nature, chemical or electrolytic influences, defective construction and assembly work not carried out by us, as well as due to other circumstances not caused by us.

All defects that have no direct and noticeable effect on the function of the system parts or on the quality of the product to be produced, such as in particular visual defects or similar, are expressly excluded from the warranty.

The warranty shall lapse if the customer or third parties make changes or repairs to the delivery without our written consent; furthermore, if the customer does not immediately take suitable measures to prevent the damage from becoming more serious; and finally, if the defect cannot be remedied by reasonable technical means.

If an order is manufactured on the basis of design specifications, drawings or models provided by the customer, our warranty shall not extend to the correctness of the design, but only to the fact that the execution is carried out in accordance with the customer's specifications. We shall not be subject to any inspection or warning obligations. The customer shall indemnify and hold us harmless in the event of any infringement of third-party property rights.

We accept no liability whatsoever for the acceptance of repair orders or for modifications or conversions of those orders where the warranty has expired or for third-party products.

The warranty period shall be twelve months and shall commence upon transfer of risk, irrespective of whether the defect is recognisable. The warranty period shall not be extended either for the main delivery or for the replaced or new parts by rectification of defects or acknowledgement, even if new parts are used in the main delivery.

Recourse for consequential damages and claims in accordance with 933a ABGB are expressly excluded.

We reserve the right to realise liability retentions or advance payment guarantees via an insurance company or bank. The costs incurred for this shall be borne by the purchaser.

9 PRODUCT SAFETY

Our products only offer the level of safety that can be expected on the basis of approval regulations and when used in accordance with the operating instructions under the conditions of use defined by us (intended fuels, compliance with the intended environmental parameters) and on condition of regular professional maintenance and cleaning.

10 RIGHT OF RETENTION AND SET-OFF

The customer may only withhold payments to secure claims against us or offset them against such claims if these are recognised by us or have been legally established.

11 COMPENSATION FOR DAMAGES

Claims for damages by the customer are excluded as far as legally possible, unless intent or gross negligence on our part can be proven. Our warranty obligation specified in point 8 shall apply. Any further liability for damages is excluded for any direct or indirect financial losses (in particular also consequential losses). consequential damage or loss of earnings) is excluded. Irrespective of this, any claim for damages shall in any case be limited to half the contractual amount.

Claims for damages on the part of the Purchaser shall become time-barred within six months of the recognisability of the

damage, irrespective of this, in any case within one year of the transfer of risk.

12 DATA PROTECTION

We process the personal data of the contractual partner who discloses it to us as part of the conclusion of the respective contract for the purpose of fulfilling the contract and advertising our products to the contractual partner; the legal basis for this is Article 6(1)(b) and (f) of the General Data Protection Regulation. Our legitimate interest lies in the direct advertising of our products to contractual partners.

Further information on the processing of personal data can be found on our website under data protection information.

13 PLACE OF FULFILMENT, PLACE OF JURISDICTION AND APPLICABLE LAW

Our head office in Machtrenk shall be deemed agreed as the place of fulfilment for delivery and payment, even if the handover takes place at a different location as agreed.

All disputes arising out of or in connection with this contract shall be subject to the jurisdiction of the court having jurisdiction over our head office and the law applicable there. This contract and all disputes in connection with this contract shall be governed by Austrian substantive law to the exclusion of the conflict of laws rules. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

However, we reserve the right to assert our rights before any other court having jurisdiction for the customer in accordance with Austrian law.