

GENERAL DELIVERY AND PAYMENT TERMS at ProMetall Häusler GmbH

The below delivery and payment terms (in short “GTC”) are key content of every agreement concluded with us – including future agreements. Different general terms and conditions, in particular our customer’s, whether they differ from these GT&C or not, apply only if expressly approved by us in writing.

1) QUOTE

Our quotes are not binding, even if they are made in writing. Verbal agreements of any kind, including contract negotiations, in particular with our field workers, sales representatives or employees, and amendments of or additions to the basic agreement including these GTC, require our written confirmation or fulfilment by us to be legally effective. The requirement of the written form also applies to any deviation from this clause. The customer remains bound to the orders he placed for at least seven days, in the event of short-term delivery deadlines until the deadline. The conclusion of the agreement takes place by dispatch of the written order confirmation to the customer. This alone is relevant for the content of the agreement.

2) DELIVERY DEADLINE

We strive to deliver in a timely manner. Nevertheless, delivery dates are not binding. Otherwise, they must be expressly specified as “fixed date” in our written order confirmation. Otherwise, they must be expressly specified as “fixed date” in our written order confirmation. Unforeseen events such as business disruptions, strikes, machine failures, power failure, shortage of labour, raw materials, wagons or means of transport, traffic jams, etc. as well as any case of force majeure

release us from any obligation assumed by us and from all claims for damages.

3) DELIVERIES

Our obligation to deliver shall be suspended as long as the customer is in default with a payment or security – even as a result of other legal transactions. The same applies if the customer does not meet his other obligations that are necessary for fulfilment. In the absence of another express written agreement, goods are delivered in the standard trade packaging ex works at the customer’s risk and expense. The risk is transferred upon transfer to the haulier or loading onto the vehicle provided by us, even in case of partial deliveries or if we provide any other services. In the event of a delayed delivery ex works that is not our fault, the risk is transferred to the customer on the date the goods are for dispatch.

Disadvantages in connection with the transport, especially damages in transit, are therefore always borne by the transferee. Deliveries must be inspected immediately with regards to regularity and conformity with the variety denomination. Notices of defect must be announced immediately in writing, otherwise all claims will be forfeited. The customer is also obliged to immediately notify the last haulier of any damages in transit.

The customer is obliged to take care of the mode of takeover on the building site or any other delivery address. If nobody is present, we are entitled to unload the goods there ourselves at the customer’s risk and expense and to leave it with effect of contract fulfilment.

The possibility of any material recall must be agreed separately in writing and in advance. Customer-related made-to-order productions cannot be taken back.

In the event of a delay in acceptance by the customer, the fee is due immediately. Any

costs and risks resulting from such a delay shall be borne by the customer.

4) PRICE AND PAYMENT TERMS

All prices are non-binding. All prices are non-binding. In case of collection from our supply plants, our prices do not include packaging. If the goods are delivered or if EXW from our warehouse is agreed, the prices include packaging, for packaging in standard small casks.

Freight costs and additional packaging material will be charged separately. Taxes, customs and custom duties, contract fees, stamp, export, import and transit fees, administrative commission fees and any other fees and transport insurance costs shall be borne by the customer. Upon request, we can arrange insurance against damages in transit at the customer's expense. We are, however, not obliged to arrange insurance.

Payments must be made to our account within eight days from the invoice date in the specified currency. Payments are due irrespective of receipt of invoice. Bills of exchange will not be accepted, cheques are accepted subject to clearing only. Any bank and discount expenses shall be borne by the customer. In the event of a payment delay or delay of part of a payment, the entire remaining debt resulting from the business relationship between the customer and us shall become due (default). In this case, any discount or other agreed deviating payment terms shall become invalid immediately. In this case, rebate arrangements shall also become invalid retroactively from the beginning of the current calendar year. In the event of a payment delay, the customer must pay late payment interest at the rate for unsecured business loans, at least, however, 12 % p.a. Any other costs, including extrajudicial costs of assertion, including costs for collection agencies shall be borne by the customer at the tariffs specified by way of ordinance.

At our discretion, we are entitled to allocate payments made by the customer to older invoices due. There is no need for separate notification, even in the event of contrary payment reference by the customer.

In the event we made an error with regards to price or calculation, we are entitled to apply the correct price, the customer is, however, entitled to withdraw from the agreement instead. If the customer already sold or processed the goods, any subsequent settlement of the difference can only be excluded if the incorrect price indication was not obvious to him, and he is not able to charge his customer for the additional fee.

5) RETENTION OF TITLE

The delivered goods remain our property until the customer has made payment in full for all his financial obligations. In the event of a payment delay, we are entitled to demand return of the goods and conduct the recall, even without withdrawing from the agreement. . In the event the delivered material is sold on or processed before all our invoices have been paid in full – even those resulting from other transactions – the customer herewith offers irrevocably to assign the claims due to him from his principal/customer as a result of the sale and processing up to the amount of his liability to us. The assignment becomes effective by our acceptance.

6) WARRANTY AND COUNTERCLAIMS

Any consultancy services provided by us are not part of the order and are always non-binding. Our employees and sales representatives are not entitled to make recommendations beyond the written product descriptions and instructions. Drawings, samples, descriptions and other documents are exclusively relevant, whereby the customary material standards, descriptions and DIN-tolerances shall be deemed agreed

for raw materials. We do not accept any liability for the usual deviations and tolerances occurring in the course of production due to punching, nor shall we accept any liability regarding sheet thickness and format. The DIN-standards valid at the date the ordered goods were manufactured are deemed agreed. We are not obliged to deliver a special surface quality of the base material, nor freedom from grease. A rust film does not constitute a defect. The customer is obliged to inspect the goods in accordance with the specific characteristics of the intended use. The disposition of goods and application is the customer's responsibility.

Information on usage and areas etc. is always non-binding and does not constitute a contractual commitment. Due to the processing mode etc., the values may differ considerably.

In case of duly notified defects, we warrant, at our discretion, by means of improvement, exchange against goods free from defects, price reduction or cancellation of an agreement, i.e. by means of a credit of the purchase price. The customer is only entitled to request a price reduction or change after a written grace period, if we do not carry out an improvement or an exchange of goods within an appropriate period of time, culpably. At our request, the customer is obliged to return the defective goods or defective parts to us for improvement or replacement. At our request, the customer is obliged to return the defective goods or defective parts to us for improvement or replacement. It also ends if the customer carries out changes or repairs without our written approval. In case of customer-related individual productions, we do not accept any warranty for the accuracy of the specifications provided by the customer, only for the implementation in accordance with his specifications. The customer warrants that no third-party property rights are infringed.

We warrant for any damages we are responsible for, in particular due to delayed or

defective delivery or service, excluding particularly gross negligence or intent. We warrant for any damages we are responsible for, in particular due to delayed or defective delivery or service, excluding particularly gross negligence or intent. All claims for damages lapse within six months after discovery of the damage and tortfeasor, one year after occurrence of the damage, at the latest.

The transferee expressly waives his right to apply § 924 ABGB and to make recourse claims for service provided in accordance with § 933b ABGB and for material damages in accordance with product liability law, towards us. He undertakes to transfer the above-mentioned waiver to any further contractor and will hold us harmless against such claims.

The customer expressly waives the right to settle any counter-claims against our other claims against him unless his counter-claims were established by a court or recognised by us.

7) SEVERABILITY CLAUSE

In the event one provision or several provisions of these GTC become legally ineffective, the validity of the provisions shall not be affected. It will be replaced by a provision that comes closest to the purpose of the invalid provision.

8) GENERAL

Leobersdorf shall be the regular place of jurisdiction and place of performance for all our claims. Austrian law shall apply to the exclusion of the UN Convention on the International Sale of Goods and Private International Law.