

General Terms and Conditions of Sale

Status: November 2023

§ 1 Scope and applicability

- a) These General Terms and Conditions of Sale (GTCS) apply to all legal transactions concluded by Herbert Kneitz GmbH (hereinafter referred to as "Kneitz") with companies, and in particular the provision of goods and services.
- b) Any fulfilment of the contract on the part of the customer is deemed to be unrestricted acceptance of the GTCS of Kneitz. Additional verbal agreements and deviations from these GTCS are valid only with written confirmation on the part of Kneitz. The terms and conditions of the contractual partner or of third parties shall not apply and are not accepted by Kneitz without the need for them to be rejected. Kneitz reserves the right to expressly consent in writing to the terms and conditions of the contractual partner or of third parties in certain circumstances.
- c) These GTCS shall apply to all future transactions. These GTCS are valid even if they are not expressly included in the individual contract.
- d) The agreed contractual language for transactions between the contractual parties is German.

§ 2 Quote, acceptance and order confirmation

- a) The quotes prepared by Kneitz are non-binding and subject to change.
- b) Irrespective of whether Kneitz receives orders in writing or verbally, they are accepted only if confirmed in writing. Verbal commitments are non-

binding if they are not confirmed in writing. The order confirmation can be sent to the customer by post, email or fax. Kneitz reserves the right to reject orders without stating reasons. Liability claims of any type resulting from this are expressly excluded. All sales are concluded exclusively for specified quantities, items, qualities and at fixed prices. Both contractual parties shall be bound by this. No commission transactions shall be concluded.

- c) A cancellation of an order is only possible with the prior written consent of Kneitz. In the event of cancellation, Kneitz shall be entitled, subject to all other claims, to demand full compensation from the customer plus a cancellation fee amounting to 15% of the value of the goods covered by the cancellation.
- d) Block orders are permitted and must be limited in time when concluding the contract. The acceptance period must not exceed 12 months.
- e) The customer is not entitled to assign its contractual claim to the delivery of goods or services to third parties.

§ 3 Prices and packaging

- a) All prices are net, in euro, plus the respective applicable VAT. Unless agreed otherwise, prices are 'FCA Herbert Kneitz GmbH, Thörl 64, 8983 Bad Mitterndorf, Austria' (as per INCOTERMS® in the version applicable at the time of concluding the contract), including standard industry packaging. Special packaging requested by the customer, and

associated additional costs, shall be charged to the customer additionally.

- b) All taxes, duties, charges and other fees shall be borne by the customer.
- c) Kneitz reserves the right to adjust prices in line with additional costs in the event that factors relevant for calculating the price change that are not within the sphere of influence of Kneitz (wage tariffs, raw materials, freight costs, public charges, etc.).
- d) If goods/services can be supplied only at a later date for reasons for which the customer is responsible, Kneitz reserves the right to charge higher costs and to demand immediate payment or to withdraw from the contract after an additional period of 30 calendar days. Kneitz's right to claim additional damage shall remain unaffected.

§ 4 Terms of delivery (place of performance, delivery, delay in delivery and acceptance)

- a) The place of fulfilment for all deliveries and services is the headquarters of Kneitz in Bad Mitterndorf. If deliveries or services take place at another location, the headquarters of Kneitz in Bad Mitterndorf shall also be deemed to be place of fulfilment.
- b) The delivery deadline is specified in the agreements between the contractual parties. Delivery shall be at the headquarters of Kneitz (delivery location). The delivery deadline is deemed to be observed if the customer has received the shipping documents and the contractual delivery is on time either at the delivery location for collection, or if the delivery has left the factory. Risk shall transfer to the customer when the goods are delivered at the delivery location.
- c) The customer must collect the goods within 30 calendar days from them being available at the place of delivery. If the goods are not accepted by the customer within this period, it shall be in default of acceptance, and the delivery shall be deemed to have taken place. If the customer is in default of acceptance, Kneitz reserves the right to charge the customer for additional costs incurred (cf. § 3 (d)).
- d) The contractually agreed delivery period is a guideline (forward contracts; calendar weeks). Fixed transactions (working day) must be expressly agreed as such. The agreed delivery period shall start when all commercial and/or technical questions concerning

the delivery have been answered and the customer has fulfilled all its obligations (e.g. confirmation that advance payments have been made, application for an import licence) in full and promptly. If there are changes or insufficient fulfilment of the customer's obligations, the delivery period shall be extended correspondingly. Non-granting of an import licence shall not release the customer from its obligations.

- e) If the delivery or service cannot take place on time due to unforeseen circumstances outside of Kneitz's control (business disruption not the fault of Kneitz, force majeure, strike, delivery delays or failures by suppliers, war, official measures, other non-culpable business interruptions, etc.), the delivery period shall be extended automatically by the duration of the disruption. The customer shall be advised in good time in the event of such circumstances and the soonest possible delivery date. Claims for compensation in the aforementioned cases are excluded if the respective contractual partner has fulfilled its duty of information. Kneitz has the right to deliver on the next possible date – provided the acceptance of the delayed delivery is reasonable for the customer. If late delivery is not reasonable for the customer, it can withdraw from the contract by submitting immediate written notification to Kneitz.
- f) Kneitz reserves the right to make partial deliveries and deliver partial services insofar as these are reasonable for the customer, and do not incur additional costs. These contractually agreed conditions shall apply to partial deliveries and partial services.
- g) In the event that Kneitz fails to perform within the agreed delivery deadline, the delivery deadline shall be extended by 14 calendar days without notification. At the end of the additional delivery deadline, the customer can withdraw from the contract by means of written notification to Kneitz. The customer cannot assert any claims due to late delivery prior to expiration of the extended delivery period. At the end of the agreed delivery period, the customer must grant Kneitz a 4-week period in writing during which to claim compensation.

§ 5 Terms of payment (payment, default of payment and right of retention)

- a) The provisions of § 4 (a) shall apply as per the fulfilment of payment obligations.
- b) The invoice is payable in full by bank transfer within 30 days from the invoice date, with no addition of costs and fees. Payment is on time if credited to our bank account on the last day of the payment deadline at the latest. Our claims against the customer, and the resulting interest and costs, are settled in historical order with the incoming payment (even if allocated differently). This shall also apply to prepayments by customers.
- c) The customer is in default in the event of failure to make the payment by the agreed payment date. In the case of default, the customer shall be charged default interest at the statutory amount of 9.2 per cent above the base rate (Section 456 Austrian Business Code). In addition, Kneitz can demand immediate payment of debts not settled as at the respective payment date and charge all reminder and debt collection costs as well as the statutory default interest. Kneitz reserves the right to withdraw from the contract and claim compensation for lost profits in the event of failure to comply with the additional period of 12 working days.
- d) In the event of a significant deterioration in the customer's financial circumstances, imminent insolvency, or if compulsory execution is levied against the customer's assets, Kneitz shall be entitled to declare all claims immediately due and payable and to withhold the supply of goods/services from contracts which have not yet been fulfilled and to perform these exclusively against payment in advance.
- e) To fulfil the statutory duties of care regarding the prevention of money laundering and terrorism financing, the customer states that it shall support Kneitz at all times in implementing preventive measures, and shall perform and report on all actions necessary for this honestly and in full.

§ 6 Offsetting and right of retention

The customer is entitled to offset and withhold due invoice amounts only insofar as its counter-claims are undisputed or legally upheld and they are not claims for compensation closely connected to the customer's claim for defect-free contractual performance.

§ 7 Retention of title

- a) The goods, but not ownership of them, are transferred to the customer on delivery. Title to the goods delivered is subject to a condition precedent and shall only be transferred to the customer once the customer has fulfilled all its contractual obligations, in particular the payment of all claims (including ancillary claims and claims for damages). Should the customer breach the contract, Kneitz reserves the right to demand the return of the goods.
- b) The goods subject to retention of title (reserved goods) may only be sold, transferred, processed, assigned as security or combined with other items in the ordinary course of business with the prior written consent of Kneitz and provided that this does not subsequently result in a significant deterioration of the customer's financial circumstances.
- c) If the goods subject to retention of title are resold by the customer on credit, the customer undertakes to retain title to the goods itself (extended retention of title). In addition, the customer assigns to Kneitz all claims arising from the resale, including all ancillary rights, up to the amount of the purchase price claim. Kneitz accepts this assignment. The customer must provide Kneitz with the information necessary for the assigned claims and allow Kneitz to verify this information.
- d) The customer is generally permitted to use factoring for its outstanding receivables. Kneitz must be informed of this immediately. If the customer has sold its liabilities to Kneitz within the scope of genuine factoring, the customer assigns its claim against the factor to Kneitz. The customer shall transfer its sales proceeds to Kneitz in proportion to the value of the rights to the goods that Kneitz has. The customer is obliged to disclose the assignment to the factor if it is more than 10 days overdue with the payment of an invoice or if its financial circumstances deteriorate significantly. Kneitz accepts this assignment.
- e) If the goods subject to retention of title are processed, mixed or combined with other items and the processing cannot be reversed without loss of value, Kneitz shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title to the value of the new item, without Kneitz being obliged to do so.
- f) The goods subject to retention of title shall be safeguarded by the customer with due care (i.e. in a

manner appropriate to the goods and in accordance with their nature) and free of charge. The customer shall insure the goods subject to retention of title to a reasonable level and do so at its own expense against all transport and storage risks, in particular theft, water damage and fire. Should the customer be able to assert claims under the insurance contract, it shall assign these to Kneitz in the amount of the invoice value. Kneitz accepts this assignment.

- g) The pledging and transfer of goods subject to retention of title as collateral is not permitted. In the event of seizure, Kneitz must be informed immediately via the seizure creditor.
- h) When asserting the retention of title by taking back the goods subject to retention of title, Kneitz reserves the right to sell the goods subject to retention of title, independently or to have them auctioned. The goods subject to retention of title shall be taken back at the price obtained for them, but in any case at no more than the price originally agreed. In the event of default in payment, the assertion of retention of title shall only constitute a withdrawal from the contract if this is expressly declared.

§ 8 Defects and warranty

- a) Kneitz guarantees that the goods delivered / (services) provided correspond to the product descriptions. The customer shall inform itself about the properties, qualities and, in particular, manufacturing tolerances of our products by inspecting and, if necessary, accepting the product descriptions. Minor deviations in product characteristics (quality, colour, equipment, design, etc.) that are due to technical production and are customary in the trade cannot be claimed as defects, unless the customer has expressly requested a delivery that is true to the sample.
- b) In order to be able to exercise the right to warranty, the customer must fulfil all statutory obligations of inspection and give notice of defects. Obvious defects and defects that would have been apparent during an immediate and careful inspection must be reported within 10 working days (received by Kneitz) of delivery of the goods by means of a written notice of defects. Other defects (concealed defects) must be reported in writing no later than 3 working days (received by Kneitz) after discovery. The customer shall verify any defects to goods transparently.

Defects that are not reported in due time and form shall be deemed accepted by the customer.

- c) In order to be able to assert warranty claims, any goods reported as defective may only be processed with the written consent of Kneitz. Once the delivered goods have been cut to size or processing has otherwise commenced, any complaints regarding obvious defects shall be excluded.
- d) If only part of the goods delivered are defective, the customer may not reject the entire delivery, but only that part of the goods delivery that does not comply with the contract.
- e) In the event of justified defects, the customer shall be entitled, at Kneitz's discretion, to subsequent performance, i.e. repair, replacement or exchange of the defective goods. Defective goods may only be returned after prior written consent from Kneitz has been given. In this case, Kneitz shall bear the freight costs, unless the costs increase due to the return or delivery to a place other than the contractually agreed place of delivery. If subsequent performance is impossible or fails, the customer shall be entitled to reduce the price or withdraw from the contract.
- f) The contesting of a contract on the grounds of 'reduction by more than half' is excluded.

§ 9 Liability

- a) Kneitz's liability is limited – outside the scope of the Product Liability Act – to intent and gross negligence. Liability for property damage and financial losses caused by slight negligence is excluded. Kneitz shall only be liable for gross negligence if this is proven by the injured party.
- b) Liability for compensation due to breach of material contractual duties is restricted – insofar as legally possible – to the foreseeable, typically occurring damage, limited to the amount of the respective order value. Liability for consequential damages – in particular lost profits or return costs – is expressly excluded.
- c) Kneitz shall not be liable for damage resulting from the incorrect incorporation of the delivered goods into the products of the customer or its customers. Kneitz shall also not be liable for damage resulting from incorrect instructions (e.g. specifications, regulations for storage or processing) provided by the customer.

- d) Liability for culpable injury to life, limb or health shall remain unaffected by the limitations of liability.
- e) Unless expressly specified otherwise, our products are not or only conditionally suitable for use in medicine, aviation or shipping and have not been tested or certified for suitability for such use. The risk of using our products in these areas lies solely with the customer, who shall indemnify and hold Kneitz harmless in this regard. The same applies to all other areas of application for which our products are not suitable according to the product descriptions (properties, qualities, manufacturing tolerances, etc.) defined in the technical data sheet.
- f) Unless otherwise specified in these GTCS, claims for damages by the customer are excluded.

§ 10 Data protection, confidentiality and property rights

- a) The contractual partner undertakes to comply with the relevant data protection provisions of the EU General Data Protection Regulation (GDPR), the EU Secrecy Directive and the associated national legal provisions.
- b) The contractual partner shall treat all business transactions and related information from Kneitz that come to its knowledge as strictly confidential, shall take the necessary technical and organisational measures and shall maintain confidentiality towards third parties for an unlimited period of time.
- c) Any use of the intellectual property of Kneitz, in particular the reproduction, distribution or publication, even in part, which goes beyond the contractually agreed own use, is prohibited. Kneitz reserves all rights and possible claims for compensation.
- d) The public use and presentation of products and performances (e.g. as references) as well as company

presentations of any kind – whether digitally embodied or in any other form – require the express written consent of Kneitz.

§ 11 Applicable law

The law of the Republic of Austria applies to legal transactions with Kneitz. The application of provisions of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) and those of international private law are expressly excluded.

§ 12 Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with legal transactions of Kneitz is the court with subject-matter and local jurisdiction at the registered office of Kneitz in Austria.

§ 13 Severability clause

If any provision of these GTCS or any provision subsequently incorporated into these GTCS is or becomes invalid or unenforceable in whole or in part, or if there is a gap in these GTCS, the validity of the remaining provisions or parts of the partially invalid provision shall remain unaffected. The invalid or void provision shall be deemed to have been replaced by a valid provision, and any gap shall be deemed to have been filled by a valid provision that comes as close as possible to the legal and economic intent of the contractual partners or would have been intended by them in accordance with the meaning and purpose of these GTCS if they had considered this point at the time of conclusion of these GTCS.

Herbert Kneitz GmbH

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