Standard Delivery Terms / Standard Business Terms

Binder Energietechnik Ges.m.b.H.

Energy from Biomass
Member of Herz Group

Purchaser or customer is referred to herein as Purchaser.
Binder Energietechnik Ges.m.b.H. is referred to herein as Supplier.

1 Preamble

1.1 These Standard Delivery Terms are fundamentally intended for transactions between business entities. If, in exceptional cases, they are used as a basis for legal transactions with consumers, as defined in § 1 (1) no. 2 of the Austrian Consumer Protection Act, they shall only apply to the extent that they do not conflict with the provisions of the first main section of the aforementioned law.
1.2 These Delivery Terms shall apply to the extent the Contracting Parties did not expressly agree otherwise in writing.
1.3 The following provisions on delivery of installation components, referred to herein as "Product" or "Scope of Supply", shall apply mutatis mutandis to Services (Scope of Services).
1.4 The Supplier's Assembly Terms shall apply additionally to assembly work.
1.5 The Supplier's Commissioning Terms shall apply additionally to commissioning work.
1.6 The Supplier's Guarantee Terms shall apply additionally to guarantee work.
1.7 The Supplier's Operating Terms for Furnaces shall apply on a supplemental basis.

2 Scope of Application

2.1 These Delivery Terms (Standard Business Terms) shall apply exclusively for all offers, orders, deliveries and services between Purchaser and Supplier, as well as in descending order the following:

- The provisions of the Standard Delivery Terms of the Austrian Association of Machinery and Metalware of 01.01.2002.

2.2 Deviations from these Standard Delivery Terms (Standard Business Terms) shall be valid only in a written form and if signed by both Contracting Parties.
2.3 Any agreements, commitments, contractual changes or additions and side agreements shall require the written confirmation of the Supplier to become legally effective. Oral statements or specifications shall be binding only if they are referred to in writing in the Supplier's order confirmation.
2.4 These Standard Delivery Terms shall be considered as agreed also for all future transactions with the Supplier. The version in effect upon contract conclusion is decisive.

3 Contract formation

3.1 The contract is considered to be concluded if the Supplier dispatched a written order confirmation after receipt of the order and it is documented that the Purchaser did not object to this within 10 days. The period for objection shall be reduced to 30% of the delivery period for delivery periods of less than 30 days.
3.2 Amendments and additions to this contract must be confirmed in writing by the Supplier to be valid. The resulting costs have furthermore to be borne by the Purchaser.
3.3 Purchaser Purchase Terms shall be binding for the Supplier only if it separately accepts them in writing.
3.4 If performance of the contract requires import and/or export licences, foreign exchange authorizations or similar permits, the Party responsible for procurement has to make all reasonable efforts to timely receive the required licences or permits.
3.5 To the extent not otherwise agreed, order confirmation from the Supplier shall be decisive for extent and execution of the service.
3.6 If changes in the personal or financial circumstances of the Purchaser become subsequently known to the Supplier, it shall be entitled to withdraw from the delivery contract and/or to demand a guarantee. Claims for damages based on such withdrawal are excluded. The Purchaser has to compensate the Supplier for the resulting damage.

4 Plans and documents

4.1 The specifications of weight, dimensions, capacity, price, power, etc. in catalogues, brochures, newsletters, advertisements, figures and price lists, etc. shall be binding only if they are expressly referred to in the order confirmation.
4.2 Plans, sketches, estimates and other technical documents that can also be part of the offer shall always remain the intellectual property of the Supplier, just as samples, catalogues, brochures, figures, etc. Any exploitation, duplication, reproduction, distribution and delivery to third parties may be made only with the express consent of the owner.
4.3 Submission documents are provided free of charge in the course of the precise definition of the buildings. The Supplier reserves the right to charge these expenditures if no order is placed.
4.4 All documents, such as drawings, contain neither statistical computations nor specifications, such as material information, even if they are related to the plant. All specifications exclusively refer only to the installation of own technical components. Normal building tolerances shall not be valid with regard to own specifications.

5 Software

5.1 Control programmes that regulate the operation of the delivered plant remain property of the Supplier. The Purchaser receives a permanent right of use for its plant-related control programme after full payment of the Scope of Delivery of machines.
5.2 Any warranty, guarantee or liability will expire if the Purchaser or third parties have made modifications to the software without prior written consent by the Supplier, even if the error occurs in an unchanged part.
5.3 Liability and/or warranty claims and/or guarantee claims for data losses of any kind are expressly excluded.
5.4 The burden of proof is with the Purchaser.
5.5 To the extent amendments or additions cause an additional expenditure for the search or elimination of any plant failures, the Purchaser has to compensate the Supplier for this additional expenditure.

5.6 Remote maintenance access (if such possibility has been contractually agreed) has to be possible without restrictions for the Supplier during the whole warranty and/or guarantee period, subject to the exclusion of any liability if such access is not ensured.

6 Passage of risk

6.1 If the Purchaser cannot collect the plant sections for reasons for which it is responsible, risk passes on the planned collection date (if delivery is agreed at the planned delivery date). The Supplier reserves the right to charge storage costs.

6.2 If delivery and assembly by the Supplier has been agreed, risk passes at the latest after commissioning took place, at the very latest from the moment the Purchaser enjoys the use of the plant.

6.3 If commissioning occurs by work following assembly on the part of the Purchaser or by a business entity commissioned by the Purchaser (e.g. electrical cabling, water connections, etc.) more than 6 weeks after the end of assembly, the transfer of risk shall be considered to have occurred upon the end of assembly by the Supplier.

6.4 If shipment and/or acceptance are delayed for reasons that are attributable to the Purchaser's sphere of responsibility, the risk shall be transferred from the Supplier to the Purchaser upon reception of the notification of readiness to ship and/or deliver.

7 Delivery time

7.1 In absence of any other agreement, the contractually agreed delivery time shall apply from the moment the Supplier receives the installation planning confirmed in writing by the Purchaser and after receipt of the payment agreed up to then.

7.2 The Supplier shall be entitled to make partial and early deliveries.

7.3 If delivery is delayed due to a circumstance experienced by the Supplier that constitutes a reason for relief in terms of Article 21, the delivery period shall be extended appropriately.

7.4 If the Supplier has caused a delayed delivery, the Purchaser may either demand fulfilment or declare its withdrawal from the contract by granting an appropriate grace period.

7.5 If the grace period provided in Article 7.4 has not been used by fault of the Supplier, the Purchaser may withdraw from the contract with regard to all not yet delivered Products by written notice. The same shall apply to Products already delivered that cannot be used appropriately without the outstanding Products. In this case, the Purchaser shall be entitled to reimbursement of the payments made for Products that were not delivered or cannot be used. If the delayed delivery was caused by gross negligence of the Supplier, the Purchaser shall furthermore be entitled to compensation for the justified expenditures it had to make until cancellation of the contract and that cannot be continued to be used. The Purchaser has to return to the Supplier Products already delivered that cannot be used.

7.6 If the Purchaser fails to receive the Product supplied as agreed upon at the contractually agreed place or time and if the delay is not caused by an action or omission of the Supplier, the Supplier may either demand fulfilment or withdraw from the contract by granting a grace period. If the Product has been sorted out, the Supplier may carry out storage of the Product at Purchaser's risk and expense. The Supplier shall furthermore be entitled to reimbursement for all justified expenditures it had to make for performance of the contract that are not included in the received payments.

7.7 Claims of the Purchaser against the Supplier due to its default different from those listed in Art. 7 are excluded.

7.8 A possible inspection of the construction site by the Supplier or the acceptance of the components of the contract shall not be connected with an assumption of liability by the Supplier for the completeness and correctness of the service description.

7.9 If the offer contains no lump sum for the assembly, this is carried out with time sheets at the Assembly Terms (Article 1.4).

7.10 If the offer contains no lump sum for the commissioning, this is carried out with time sheets at the Commissioning Terms (Article 1.5).

8 Shipping and transport terms

8.1 If not agreed otherwise, the Product shall be considered to be sold "ex works" (EXW, in accordance with Incoterms® 2020) (readiness for collection).

8.2 Those packaging and means of transport will be used that the Supplier considers to be appropriate.

8.3 If plant sections are delivered individually on the Purchaser's request, without previous agreement, the resulting additional costs will be charged separately.

9 Installation and assembly by the Supplier

9.1 If it has been agreed that the Supplier transports and assembles the Scope of Delivery, the Purchaser shall be obligated to make all necessary building arrangements duly and on time.

9.2 Before start of the assembly, all masonry, carpenter and other preliminary works must have progressed so far that assembly can be started immediately after arrival of the fitters and continued without interruption.

9.3 If assembly has to be interrupted due to lacking progress of masonry, carpenter and other preliminary works, the Purchaser has to properly store the not yet assembled Scope of Services and take all measures it would take for protection of its own property.

9.4 The costs of waiting time and additionally necessary travels of the assembly personnel shall be borne by the Purchaser.

10 Scope of services

10.1 Works and deliveries that are required but not expressly listed in the offer or order shall not form part of the Scope of Services, in particular:

- Caulking and plastering work
- Electrical installations from the cabinet to the motors including connection with the terminals in the cabinet, on the motors, limit switches, thermostats, etc. and other Services.
- Provision of scaffold and lifting gear for unloading, fitting and assembly.
- Roof and wall edgings and/or sealing of necessary openings.

- Accesses, gangways, stairs, coverings.
- Fresh and waste water line.
- Heating connection for flow pipe, return pipe and other pipes.
- All building works, such as floor ducts, foundation works, etc.

10.2 The Purchaser has to provide and/or set up: Construction site in a cleaned, rainproof, draught-free, water-free state, minimum temperature +5°C.

- If refractory bricks must be separately delivered, it must be stored in a dry room with a minimum temperature +5°C,otherwise no liability may be assumed for the refractory.
- Unloading of the furnace as well as the buffer reservoir by crane or forklift.
- Competent workmen (adult, German-speaking, not subject to dizziness, capable and willing to work) for the complete duration of assembly work and commissioning.
- Masonry and whole punching work
- Complete water connection work from the flow and return or the fire extinguishing water valve, etc., including all required safetyrelated equipment and pumps.
- Complete electrical installation work (cable work) from the control cabinet to the installation components, incl. materials and connections to the terminals, motors, limit switches, etc.
- Insulation work of any type (e.g. flue pipes, water lines, heating pipes, etc.).
- Sealing and spackle work on masonry and roof breaches.
- Noise insulation measures of any type (e.g. during assembly, commissioning or during ongoing operations).
- Free access to the construction site and firm subsurface for travel by heavy trucks (weight 40t, vehicle width 3.20m), assembly vehicles and cranes with rotation up to the boiler room doorway.
- Ability to access the construction site 12 hours per day by our assembly workers.
- The flue is delivered in advance directly to the construction site. Unloading and secure storage must be ensured.
- Construction scaffolding, lift platform or assembly cranes.
- Construction current 230 and 400 volt - immediately adjacent (max. 15m) to the work sites.
- Sufficient fuel to fire up the installation.
- Simultaneous work by various firms performing work in our area (furnace room, e-room, execution area, etc.) is only permitted with written approval and upon agreement with the Supplier.
- Protection or coverage of installations or structures which are at risk through our work (e.g. tiles, windows, etc.).
- Locked room for storage of components and tools, etc.
- Additional manpower as needed (e.g. for installing the boiler and installation components, etc.).
- Connection of the furnace (if included in the scope of service).

10.3 Technical changes which do not influence the function or performance of the installation are reserved.

11 Authority of installers and commissioning technicians

11.1 The installers (installation personnel) from the Supplier are not authorised to provide binding responses to objections. In addition, they are not authorised to perform work the performance of which has not been contractually assumed by the Supplier and are not authorised to accept oral orders or reports of defects.

11.2 No liability is assumed whatsoever for work performed by personnel of the Supplier at the request of the Purchaser without the knowledge of the Supplier.

11.3 The Supplier makes explicit note of the circumstance that personnel of the Supplier are only authorised to put into operations that which is described in the Supplier's scope of supply and any further liability on the part of the Supplier for any additional acts is expressly precluded.

11.4 Commissioning technicians are authorised to conduct an acceptance of the work with the Purchaser.

12 Acceptance testing and acceptance

12.1 In the event trial operations have been agreed, such operations are deemed to end in any event three months following the first warm commissioning even if a formal end has been agreed.

12.2 The Purchaser is obliged to inspect the Products immediately following receipt. If the Products obviously do not conform to the delivery slip or if there are visible defects, the Purchaser must immediately note this on the delivery slip in writing. If it fails to do so, the delivery and supply are deemed to have been accepted.

12.3 Furthermore, an untimely objection to a defect results in a lapse of the Supplier's warranty obligations.

12.4 To the extent not otherwise agreed, acceptance of performance is deemed to occur in the course of commissioning the supply.

12.5 If the Purchaser fails to comply with a demand for acceptance without good cause or the Purchaser refuses acceptance without good cause, the subject matter of the contract is deemed to have been accepted and commissioned without defect. Good cause is deemed to include only such causes which also render it impossible for a representative of the Purchaser to be present at acceptance.

12.6 The Purchaser is obliged to inspect Products delivered immediately for defects, at the latest upon acceptance and to include objections in the acceptance certificate. Defects and errors which are not noted in the acceptance certificate, which were however visible upon acceptance, are deemed to have been approved and the scope of delivery is deemed to be defect/error free to such an extent.

12.7 Minor defects or defects which do not materially impair functionality do not give the Purchaser the right to refuse acceptance. If there are differences of opinion as to whether there is a defect or whether a defect is minor within the meaning of the foregoing provision, the Supplier is entitled, at its discretion, to select an independent expert who has been court certified in Austria or the country which

is the place of performance, and to commission such expert to prepare a report in order to clarify the situation. The conclusions of such report are binding on both Parties. The Purchaser bears the costs of the report to the extent the expert determines that there are no defects or only minor defects. In all other cases, the Supplier bears such costs. The Purchaser shall provide the expert unrestricted access to the supply or delivery as well as all other locations relevant for preparing the report and grant access to required documentation. If the Purchaser refuses access or inspection, the refusal of acceptance is deemed to be unfounded.

12.8 Objections to defects do not suspend payment deadlines.

13 Objection to defects which are not apparent upon receipt of the Products (hidden defects)

13.1 The Purchaser must object to defects which are not apparent upon receipt of the Products (analogous to Section 12) as soon as they become apparent, however at the latest prior to expiry of the warranty limitations period pursuant to Section 18).

14 Price

14.1 Unless otherwise agreed, all prices shall be ex works/warehouse of Supplier, without loading, packing, waste removal, duties and insurance exclusive of VAT.

14.2 Prices set out in the Supplier's general documentation (price lists) may fundamentally be changed at any time without notice.

14.3 Prices contained in an offer are binding for 90 days from the date of the offer. Prices are indicated in euros. Prices are based on current material and labour costs. If they should change prior to delivery, the Supplier reserves the right to adjust prices.

14.4 Offers are made subject to determination of which party is liable for taxes. Potential taxes (incl. income taxes) and charges are not included in prices contained in the offer and must be borne by and remitted by the Purchaser.

14.5 In the event the Purchaser desires changes in the scope of delivery or supply, the Supplier is entitled, but not obligated, to make reasonable adjustments to price. To the extent these supplies of goods or services were not included when preparing the performance specifications, standard market prices are deemed to be reasonable. Prices for all supplemental orders must always be re-negotiated. This applies to additional supplies in any form, changes to already completed components as well as to additional planning expenses resulting from subsequent changes to machine and equipment settings as well as designs. Delivery and penalty dates thus change accordingly and must be re-established by mutual agreement.

14.6 In the case of the complete or more than 50% elimination of individual supplies of goods and services in the performance specifications, the Supplier has the right to payment of compensation in the amount of 25% of the estimated service/supply eliminated or 35% in the cases of complete elimination and the Supplier is additionally entitled to revoke the contract.

15 Payment terms

15.1 Payments must be made in accordance with the agreed payment terms.

15.2 Under no circumstances is the Purchaser entitled to set-off claims of the Supplier against its own claims of any type.

15.3 The Purchaser is not entitled to withhold or reduce payments on the basis of warranty claims or other counter-claims not acknowledged by Supplier.

15.4 Payments must also be made if non-essential parts are missing, however use of the object delivered is not rendered impossible as a result, and in cases where remedial work is required on the object delivered.

15.5 If the Purchaser is in default with regard to an agreed payment or other performance, the Supplier may either insist on performance of the contract and

a) defer performance of its own obligations until past-due payments or other performance have been satisfied,
b) avail itself of an appropriate extension in the delivery period,
c) declare the entire outstanding purchase price due,
d) charge interest on arrears, as of the due date, in the amount of 8% above the respective base rate of the European Central Bank, unless Purchaser can claim a reason for relief under Article 21, or announce the withdrawal from the contract, granting a reasonable respite.

15.6 In all events, Purchaser shall refund to Supplier the dunning charges and collection costs which constitute a further damage caused by the delayed performance.

15.7 If Purchaser has not made the payment due or provided any other performance within the respite according to 15.5, Supplier may withdraw from the contract by means of a written notice. Purchaser shall return to Supplier, upon Supplier's request, any delivered goods and compensate Supplier for any reduction in the value of the goods that has occurred, as well as refund to Supplier all justified expenses (dismantling, return costs, transportation, handling fees, etc.) that Supplier had to incur in connection with the performance of the contract. Regarding undelivered goods, Supplier is entitled to make available to Purchaser the completed parts, or the parts with incipient processing respectively, and ask for a prorated part of the sales price.

15.8 Bills of exchange and cheques will not be accepted.

15.9 If a warranty bond / warranty bank guarantee has been provided by the Supplier as security for the correction of defects based on warranty claims, the maximum amount thereof is capped at 5% of the net contract amount. The surety/guarantee begins at the earliest on the date on which the amount guaranteed is credited in full, and payment in full of the final invoice, to an account at a principal bank of the Supplier and expires automatically upon the expiry of the statute of limitations applicable to warranty claims.

16 Right of retention

16.1 If the Purchaser does not satisfy is payment obligations, the Supplier is entitled to exercise its right of retention as to all outstanding supplies of goods and services.

16.2 The Purchaser has no right of retention as to the purchase price or labour costs.

17 Retention of title

17.1 The Supplier reserves title in the goods sold until complete satisfaction of all financial obligations owed by the Purchaser. The Supplier is entitled to clearly indicate its ownership interest on the exterior of the object sold. The Purchaser is required to comply with formal requirements for safeguarding the reserved ownership rights. In the event of an attachment or other levy, the Purchaser is required to assert the Supplier's right of ownership and to notify the Supplier immediately.

17.2 The retention of title remains valid even if the supply or parts thereof are installed in a building, modified, processed or re-sold.

17.3 Subject to otherwise assuming liability, the Purchaser is obliged to establish the legal validity of the Supplier's retention of title in its respective country of delivery.

17.4 In the case of third-party project financing provided by a bank of the Purchaser, upon the transfer of title to the bank upon complete payment (transfer of title by way of security), the Supplier assumes no liability whatsoever as against the third-party bank providing the financing and/or the Purchaser with regard to the transaction with the bank.

18 Warranty

18.1 In accordance with the following provisions, the Supplier is obliged to cure any defect that impairs fitness for use resulting from a defect in construction, materials or workmanship. Similarly, the Supplier is liable for defects in expressly agreed qualities.

18.2 Prerequisite for all warranty claims is that

- operating instructions are complied with
- annual maintenance is performed annually by the Supplier or a partner authorised by the Supplier • the installation is operated in accordance with agreed conditions as well as using legally-permitted fuels
- no damage is caused as a result of improper operation.

18.3 The parties agree as follows:

- Five years warranty for the boiler unit subject to the condition that: ○ The Purchaser complies with the Supplier's boiler water guidelines and documents such compliance upon request of the Supplier. ○ The Purchaser complies with the Supplier's fuel guidelines and documents such compliance upon request of the Supplier.
- Two years warranty for all remaining mechanical components (e.g. mechanical valves, hydraulic pumps in the hydraulic unit, push floor substructure and the push floor screen, hydraulic cylinder tube and piston rod, housing, insulation, chimney, flue tubes, fan blades, screws, ducts, sprockets, chains as well as the complete refractory.
- Two years warranty for all electrical and electronic parts (externally mounted and in the control cabinet) (e.g. limit switches, probes, motors, sensors, actuators, solenoid valves, etc.)

18.4 Exclusions from the warranty:

- Consumables (e.g. grate elements, seals and cuffs, moveable parts, bearings, flexible junctions, hydraulic hoses, vibration dampers, etc.)
- Supplies (e.g. hydraulic oil, lubricants, etc.)
- Normal, natural wear and tear of fireproof linings (refractors) which do not result in any impairment in function (e.g. slight surface erosion, edge abrasion, cracking, etc.)

18.5 The transfer of possession of the installation and the commencement of the warranty period occur upon completion of the training and hand-over certificate by the Purchaser (Purchaser) or end customer, however at the latest 60 days after delivery.

18.6 The Purchaser may only rely upon this Article if it provides immediate written notice to the Supplier of any defects of which it becomes aware.

Application of the presumption rule of § 924 Austrian Civil Code (ABGB) is precluded. In the event defects are required to be remedied by the Supplier pursuant to the terms of this Article, upon receiving notice as referred to herein, the Supplier must, at its option:

a) repair the defective goods on-site;
b) have the defective goods or the defective parts returned for repair;
c) replace the defective parts.

18.7 In the event the Supplier has the defective parts returned for repair or replacement, the Purchaser assumes the costs and risks of transport to the extent not otherwise agreed. To the extent not agreed otherwise, the Supplier assumes the costs and risks of transport for parts which have been repaired and are returned to the Purchaser.

18.8 Defective parts which have been replaced subject to this Article may be retained by the Supplier.

18.9 The Supplier is only liable for the costs of curing a defect undertaken by the Purchaser itself if the Purchaser has consented thereto in writing.

18.10 The Supplier's warranty rights only apply to defects which occur in the course of normal use in accordance with the technical specifications. In particular, warranty rights do not apply to defects resulting from: defects that are due to inadequate installation on the part of Purchaser or Purchaser's representative, inadequate maintenance, inadequate repairs or modifications undertaken by persons other than Supplier or Supplier's representative without the written agreement of Supplier, or normal wear and tear.

18.11 Supplier shall be liable for those parts of the goods that Supplier obtained from subcontractors prescribed by Purchaser only to the extent of Supplier's own warranty claims vis-à-vis the sub-contractor. If Supplier produces items on the basis of Purchaser's design specifications, drawings or models, Supplier's liability shall not extend to the accuracy of the design but as to whether the workmanship complies with Purchaser's specifications. In such cases, Purchaser shall indemnify and hold Supplier harmless from all third-party claims in the event of an infringement of proprietary rights.

18.12 Supplier assumes no warranty when accepting repair orders or making alterations or modifications to old or third-party goods, or when supplying second-hand goods.

18.13 As of the beginning of the warranty period, Supplier shall not accept any liability that extends beyond the scope defined in the present Article.

18.14 The Purchaser is required to indemnify and hold Supplier harmless in the event of an infringement of its proprietary rights. In the event the Purchaser modifies or expands the system, software or parts thereof which have been supplied, or permits such modifications or expansions to be performed by third parties, liability or warranty claims lapse to the extent thereof and/or any potential guarantee rights as to the entire installation supplied.

19 Liability

19.1 The Supplier's liability is limited exclusively to cases of damage demonstrably resulting from intentional acts or gross negligence and only for direct damages limited to the net contract amount subject to the maximum cover amount pursuant to Section 20. Liability for simple negligence, gross negligence, production shut-down, loss of profits, downtime, personal injury, contractual losses, and exclusively economic losses or any other indirect damage or consequential damage, etc., is precluded. The foregoing even applies in the event the Supplier was notified in advance of the possibility of such damages.

19.2 The Supplier is not liable for potential damage (corrosion) caused by fuel polluted with chlorine, sulphur and/or ammonia, etc. (wood cuttings from landscaping, road salt pollution) and/or alkali elements such as potassium, sodium, etc. (straw and whole crop fuel) or any other damage for which the Supplier is not liable on the basis of mandatory provisions of law. In addition, ÖNORM M 7133, in particular Point 3.5, is applicable.

19.3 Claims for damages or claims against the Supplier arising under the contract lapse without exception if not asserted against the Supplier in court within six months of the occurrence of the damages or from the point in time at which it would have been possible to discover the occurrence of the damages. Settlement negotiations do not toll this limitations period. Claims against the Supplier are likewise precluded in the event it is not provided immediate and complete notice of the occurrence, type and scope of the damages by the Purchaser and the Supplier is not granted sufficient opportunity to investigate the damages and circumstances giving rise to liability on-site without restriction.

19.4 The requirement for any form of liability on the part of the Supplier is the complete satisfaction of all obligations by the Purchaser, in particular the complete satisfaction of its payment obligations.

19.5 Liability is only possible in cases where the installation was used in accordance with its intended purpose under normal conditions. In the cases where the Purchaser provides production specifications, the Supplier is not liable for their correctness but rather for the proper execution of such specifications. In the event the Supplier is not able to perform work in a timely manner due to a lack of suitable personnel or force majeure events, this does not give rise to any form of claims on behalf of the party placing the order. In such cases, the Supplier is relieved of its obligation of timely performance in whole or in part. Liability on the part of the Supplier is precluded in the case of loss events where the cause cannot be determined.

19.6 The reversal of the burden of proof to the Supplier is precluded.

19.7 Setting up the construction site, including obtaining the required permits, as well as construction supervision, construction site safety and fire-safety related preventive measures and obligations, are assumed by the Purchaser. In addition, the Purchaser is required to provide all documentation required for proper performance by the Supplier and to provide such documentation to the Supplier on a timely basis such that proper and timely performance on the part of the Supplier is possible. Any form of warranty / guarantee or other liability on the part of the Supplier is precluded with respect to all construction work performed by the Purchaser.

19.8 Any form of liability on the part of the Supplier lapses immediately in the event the Purchaser itself or any third party not expressly authorised by the Supplier undertakes any modifications, adaptations or maintenance on the Products supplied or operating software without written approval by the Supplier.

19.9 The product acquired only offers that degree of safety that may be expected on the basis of licensing guidelines, operating instructions, guidelines from the Supplier as to the handling of the product acquired - in particular with regard to all required inspections - and other information provided.

20 Limitation on liability

20.1 Liability on the part of the Supplier exists only to the extent of cover provided by liability insurance and is limited to the term of the normal warranty period. The amount of liability is limited to the net contract amount, however at most to the amount covered by the Supplier's liability insurance.

20.2 Compensation by the Supplier for individual loss events with damages of less than 1,500.00 is precluded.

20.3 To the extent not expressly agreed otherwise in writing, contractual penalties (for delay, improper performance, etc.) are precluded. However, they are limited to 0.1% of the net contract amount per complete work day and cumulatively to 5% of the net contract amount. The Purchaser must prove that the Supplier is at fault and was the cause thereof. In cases of doubt, causality on the part of the Supplier is precluded.

21 Relief from performance

21.1 The Parties are excused from timely performance of the contract, in whole or in part, if performance is impeded by force majeure events. Force majeure events are deemed to exclusively include only events which are unforeseeable and unavoidable for the

Parties and which do not originate within their respective domain. However, strikes and labour disputes are deemed to be force majeure events. A Purchaser affected by an event of force majeure may, however, only claim the existence of force majeure if Purchaser informs Supplier without delay, at the latest, however, within 5 calendar days, about the onset and anticipated end of an impediment, by sending by registered mail a statement, confirmed by the government authority or chamber of commerce, as applicable, in the country of delivery, on the reason, the anticipated effects and the duration of the delay. If a force majeure event occurs, the Parties shall make every effort to remove, or to mitigate respectively, the difficulties and the anticipated damage, as well as to keep the other Party continuously informed thereof. Otherwise they shall be liable to pay damages to the other respective Party. Deadlines or dates that cannot be observed on account of events of force majeure shall be extended by the duration of such force majeure events at most, or, if applicable, by a period to be determined by mutual consent. If a force majeure event persists for more than four weeks, Purchaser and Supplier shall seek a solution for handling the technicalities of its effects by means of negotiations. If no solution can be reached by mutual consent, Supplier may withdraw from the contract in whole or in part.

22 Data protection

22.1 Supplier shall have the right to store, to communicate, to process and delete personal data of Purchaser within the context of their business relationship.

22.2 The Parties undertake to keep absolutely confidential vis-à-vis third parties any knowledge obtained in the course of their business relationship.

22.3 Designs, sketches, other technical documentation, images, samples, construction drawings, etc., remain the intellectual property of the Supplier. Any exploitation, duplication, dissemination, publication or presentation requires the express consent of the Supplier. In addition, the Purchaser is prohibited from any form of transmission to third parties - whether for consideration or gratuitously - without the express written consent of the Supplier.

23 Place of jurisdiction, Governing law, Place of performance

23.1 The place of jurisdiction for all disputes arising directly or indirectly under this contract is the competent Austrian court at the location of the Supplier's registered office (Bärnbach, Austria).

23.2 The contract is subject to the laws of the Republic of Austria subject to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.

23.3 Uniform laws on the international sale of moveable goods and the CISG are not applicable.

23.4 If the Purchaser lodges a complaint against the Supplier, regardless of legal basis, at a court, the Supplier is entitled to stop all work without being subject to any claims for damages as a result.

24 Miscellaneous

24.1 The place of performance is fundamentally the location of the Supplier's registered office even in the event transfer of possession occurs at another location pursuant to the terms of the contract.

24.2 Errors and technical updates, as well as translation errors, are reserved. In the course of project planning by the Supplier, there may be changes in parameters which vary from calls for tender / performance specifications, etc. in order to optimise the installation.

24.3 Official authorisations required for the construction of the installation will be obtained exclusively by the Purchaser and it shall bear all resulting costs.

24.4 The Purchaser shall comprehensively explain these terms and conditions to its operating personnel, as well as all persons who have access to the installation, as well as providing comprehensive training to them based on the operating and maintenance manuals and only to utilise qualified personnel. The Supplier assumes no liability whatsoever for operating errors.

24.5 In the event individual provisions of this contract are invalid or unenforceable or should become invalid or unenforceable following conclusion of the contract, the remainder of the contract shall remain in full force and effect. The invalid and unenforceable provision is to be replaced by valid and enforceable provision the effect of which comes as close as possible to fulfilling the economic purpose intended by the Parties through such invalid or unenforceable provision.