



General Terms and Conditions (GTC) – SW Automatisierung GmbH

1. Scope of Application

- 1.1. These General Terms and Conditions (GTC) apply to all contracts, orders, services, offers and deliveries and other services, mutually for future contracts or services (for example follow-up orders, maintenance and service contracts, etc.) with SW Automatisierung GmbH (hereinafter referred to as “Seller” or “SW”).
- 1.2. Any agreements or ancillary agreements deviating from these GTC shall only be valid if they are expressly accepted in writing by the Seller.
- 1.3. Any terms and conditions of purchase of the Buyer that conflict with these GTC shall not be binding on the Seller, even if they form the basis of the order and the Seller has not expressly objected to their content.

2. Conclusion of Contract

- 2.1. The contract shall be deemed concluded when the Seller has sent a corresponding written order confirmation after receiving the written order, or, if changes to the offer have been agreed upon, only upon signature of the final order confirmation by the Buyer.
- 2.2. Unless otherwise stated or agreed, the Seller's offers shall be valid for a period of one (1) month from the date of dispatch by the Seller.
- 2.3. If import and export licenses, foreign exchange permits, or similar authorizations are required for the execution of the contract, the Buyer shall be responsible for obtaining and submitting all necessary licenses, permits, or other export documents in a timely manner to enable timely export. Should the execution of the contract fail or be delayed for this reason, this shall be to the detriment of the Buyer. In such a case, the Buyer shall bear all associated costs.
- 2.4. The information contained in catalogs, brochures, circulars, advertisements, illustrations, price lists, etc., regarding weight, dimensions, price, performance, and the like, shall only be authoritative if expressly referred to in the Seller's order confirmation. A deviation from the ordered design is permissible if it is a change or deviation that is reasonable for the Buyer, minor, and objectively justified.
- 2.5. Plans, sketches, and other technical documents, as well as samples, catalogs, brochures, illustrations, and the like, remain the intellectual property of the Seller at all times. Any use, reproduction, publication, or presentation may only take place with the express consent of the

SW Automatisierung GmbH

Holzerfeld 379 | A-5440 Golling | Salzburg, Austria

Tel +43 6244 21060 0

office@sw-wireterminal.com

www.sw-wireterminal.com



owner. All plans, sketches, or other technical documents must be returned to the Seller immediately and without request after a rescission or other termination of the contract or pre-contractual negotiations.

3. Transfer of Risk

- 3.1. The sale is generally FCA, Holzerfeld 397, AT-5440 Golling, in accordance with Incoterms 2010. Risk passes from the Seller to the Buyer when the goods are placed at the Buyer's disposal (upon loading onto the means of transport). The Seller must notify the Buyer of the date on which the goods may be disposed of. This notification must be made in sufficient time to allow the Buyer to take the necessary steps to this end.

4. Delivery Period

- 4.1. The agreed delivery period begins upon receipt of the order confirmation signed by the Buyer and upon receipt of the agreed down payment, if such has been agreed. Compliance with the delivery period shall be determined by the time the delivery item leaves the Seller's factory or the time the Buyer is notified that the item is ready for dispatch. If the Buyer fails to accept the properly tendered goods at the agreed location or at the time contractually agreed or notified by the Seller, the Seller may either demand performance or withdraw from the contract by setting a deadline for acceptance. All costs incurred (such as storage, insurance, or return transport) shall be borne by the Buyer.
- 4.2. The delivery period shall be extended by a reasonable period in the event of unforeseen events. In addition to general cases of force majeure, this includes operational disruptions, strikes, lockouts, reject production, and delays in the delivery of essential raw materials and building materials or parts that are essential for the proper manufacture of the products. These cases do not entitle the Buyer to withdraw from the contract due to late delivery or to claim damages from the Seller.
- 4.3. In the event that the Buyer fails to accept the goods on time and the Seller exercises its right to demand performance, the Seller shall be entitled to store the goods ready for collection on its own premises or on the premises of third parties. At the same time, the Buyer shall be obligated to pay a reasonable storage fee, due daily, plus any transport and insurance costs. The Seller shall not be obligated to store the item under any special conditions or requirements. Nor



shall the Seller be obligated to take out insurance for the period of delivery.

5. Service

Based on information about the intensity of use of the machines and products to be delivered by the Buyer or other users, the Seller can specify service intervals at which a complete service must be carried out on the machine or products by the Seller, by the Seller's employees, or by companies designated by the Seller. Such service does not include the necessary ongoing measures specified in the product's operating instructions provided by the Seller (such as cleaning and color changing of the pressure system), which must be observed by the Buyer. If the Seller specifies such service intervals, the Buyer must request the Seller to carry them out at the respective times. If the service is not carried out at the specified intervals through no fault of the Seller, the Buyer's warranty claim expires. The Seller will include operating instructions with every delivery and every product, where necessary; if this is not done immediately upon handover or delivery, the Buyer must request the operating instructions. The Buyer undertakes to observe the operating instructions and take all specified measures. When spare parts or other accessories are delivered, no operating instructions are included; the operating instructions for the machine for which the spare parts or accessories are delivered apply.

6. Occupational Safety

- 6.1. Unless expressly agreed otherwise, the Buyer shall itself provide or install all safety equipment for the purpose of occupational safety which (taking into account the operating instructions) is necessary for compliance with the applicable occupational safety, accident prevention and safety regulations, namely for all activities on the goods (machine), in particular also in connection with any assembly, commissioning, maintenance, service or warranty work. This is to ensure safe working conditions.
- 6.2. The technical aids used for this purpose (work platforms, work baskets, etc.) or additional installations (scaffolding, etc.) must comply with the applicable statutory (testing or assessment) regulations and, if necessary, be marked accordingly (by testing bodies). The aforementioned aids / installations must be provided to the Seller by the Buyer on site and free of charge and are not included in the Seller's scope of delivery.
- 6.3. Prior to assembly, commissioning, maintenance, service and warranty work, the Seller may – to the extent apparent to him –

SW Automatisierung GmbH

Holzerfeld 379 | A-5440 Golling | Salzburg, Austria

Tel +43 6244 21060 0

office@sw-wireterminal.com

www.sw-wireterminal.com



inform the Buyer of any additional safety measures to be taken by the Buyer.

- 6.4. Any obligation of the Seller to perform shall commence at the earliest when the Buyer has taken all measures necessary to comply with the applicable occupational health and safety, accident prevention and safety regulations.
- 6.5. If the Seller discovers safety deficiencies during the performance of the aforementioned work, it may interrupt or completely suspend the work immediately and without any liability, i.e. without any obligation to perform or pay damages to the Buyer or third parties. In this case, the Buyer shall bear the costs of any damages (such as loss of profit) or frustrated expenses incurred by the Seller in connection with the aforementioned work (travel, etc.)

7. Prices and Terms of Payment

- 7.1. Unless special, deviating terms of payment have been agreed in writing, payment shall be made as follows: 50 % upon order confirmation, 50 % upon notification of completion. Payment must be made in full before delivery of the goods. Prices are FCA, Holzerfeld 397, AT-5440 Golling, according to Incoterms 2010 plus costs for packaging, loading and shipping as well as all applicable taxes, levies and customs duties. If fees, taxes or other charges are levied in connection with the delivery, these shall be borne by the Buyer. If delivery with shipment has been agreed, this and any transport insurance also requested by the Buyer shall be charged separately, but shall not include unloading or carrying. The packaging will only be taken back by express agreement.
- 7.2. Unless an express fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in labor, material and distribution costs for deliveries made three (3) months or more after conclusion of the contract.
- 7.3. Payments shall be made without any deductions free of charge to the Seller's paying agent to the account specified by the Seller in the agreed currency. The costs and expenses of any means of security (such as bank guarantees, letters of credit, etc.) shall be borne by the Buyer.
- 7.4. The Buyer shall not be entitled to withhold payments due to warranty claims or other counterclaims not recognized by the Seller.
- 7.5. If the Buyer is in default with an agreed payment or other performance, the Seller may either insist on performance of the contract and a) postpone performance of its own obligation until the

SW Automatisierung GmbH

Holzerfeld 379 | A-5440 Golling | Salzburg, Austria

Tel +43 6244 21060 0

office@sw-wireterminal.com

www.sw-wireterminal.com



overdue payments or other performances have been effected, b) claim a reasonable extension of the delivery period, c) declare the entire outstanding purchase price due, d) charge default interest from the due date in the amount of eight percentage points above the respective base interest rate of the European Central Bank or e) declare rescission of the contract, granting a reasonable grace period.

7.6. The contracting parties agree on a prohibition of set-off, so that the Buyer may not set off its own claims, regardless of the title, against claims of the Seller arising from this contract.

8. Termination of the Purchase contract due to the fault of the Buyer

8.1. If the contract is terminated due to the fault of the Buyer, the Seller may claim compensation from the Buyer in the amount of 20 % of the net purchase price and, in addition, compensation for the damage actually incurred, irrespective of its right to demand performance.

9. Reservation of Title

9.1. The Seller retains title to the object of purchase until all financial obligations of the Buyer have been met in full. The Buyer shall comply with the formal requirements necessary to safeguard the retention of title. In the event of seizure or other claims, the Buyer is obliged to assert the Seller's right of ownership and to inform the Seller immediately. In the event of a resale of the goods subject to retention of title, the Buyer is obliged to pass on this retention of title and to inform his Buyer accordingly of the Seller's ownership.

9.2. The Buyer is obliged to handle the object of purchase with care as long as ownership has not yet been transferred to him. In particular, he is obliged to insure it adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the buyer must carry this out in good time at his own expense.

9.3. If the object of purchase is resold subject to retention of title, the Buyer hereby assigns the claim against his Buyer to the Seller. The Seller undertakes not to collect the claims as long as the Buyer meets his payment obligations and is not in default of payment.

9.4. If the object of purchase is processed with other objects or firmly connected to land, it is agreed that the seller shall acquire co-ownership of the entire object on a pro rata basis. In order to secure the Seller's claims, the Buyer also assigns to the Seller such claims



against third parties as accrue to it through the combination of the object of purchase with a plot of land.

10. Warranty and Liability

- 10.1. In accordance with the following provisions, the Seller is obliged to remedy a defect that impairs the usability, taking into account the statutory provisions, which is due to a defect in design, material or workmanship.
- 10.2. In amendment of the statutory provisions, the warranty period shall be twelve (12) months. This also applies to goods and services that are firmly attached to a building or land. Any warranty claims must be asserted in court within this period. The warranty period shall commence at the time of the transfer of risk in accordance with Point 3.1., § 924 Sentence 2 ABGB shall not apply.
- 10.3. The Buyer may only invoke this Article if he notifies the Seller in writing without delay of the defects that have arisen. If the defects are to be remedied by the Seller in accordance with the provisions of this article, the Seller so notified must, at its discretion, replace the defective goods or defective parts or repair them on site itself or have them repaired by a third party. If the part in question is a transportable part, the Buyer shall be obliged, at the Seller's request, to send this part to the Seller at the Buyer's expense within 30 days.
- 10.4. If the Seller has the defective goods or parts returned to him for the purpose of repair or replacement, the Buyer shall bear the costs and risk of transportation, unless otherwise agreed. The return of the repaired or replaced goods or parts to the Buyer shall be at the expense and risk of the Seller, unless otherwise agreed.
- 10.5. For warranty work at the Buyer's premises, the necessary auxiliary staff, lifting equipment, scaffolding and small materials etc. shall be provided by the Buyer free of charge. The Seller reserves the right of ownership to any replaced parts. Should it become apparent at the Buyer's premises that the necessary work cannot be carried out by the Buyer's employees or by persons provided by the Buyer, or if the Buyer refuses to carry out this work, the Buyer shall bear all costs for the improvement attempt undertaken and any downtime of the employees or persons appointed by the Buyer. At the same time, the Buyer shall forfeit all further claims under the warranty or compensation for damages in the event of such a refusal of improvement.
- 10.6. Excluded from the warranty are such defects that arise from arrangement and assembly not carried out by the Seller, inadequate



set-up, non-compliance with the installation requirements and conditions of use or the operating instructions, overloading of the parts beyond the performance specified by the Seller, negligent or incorrect handling and use of unsuitable operating materials; this also applies to defects that are attributable to material provided by the Buyer. The Seller shall also not be liable for damage attributable to the actions of third parties. The warranty does not apply to the replacement of parts that are subject to natural wear and tear.

- 10.7. The warranty shall expire immediately if the Buyer himself or a third party not expressly authorized by the Seller makes changes or repairs to the delivered items without the Seller's written consent. Invoices for this will not be recognized. The original warranty obligation shall not be extended by work and deliveries subject to warranty.
- 10.8. The warranty shall also expire if the Buyer has not had the products serviced by the Seller or a company designated by the Seller at the service intervals specified by the Seller according to the Buyer's specifications regarding the intensity of use. The Buyer must request the Seller to carry out this service. Such service shall not include the necessary ongoing measures specified in the operating instructions for the products provided by the Seller (such as cleaning and color change). The Buyer undertakes to observe the operating instructions provided by the seller and to take all measures specified.
- 10.9. In the event of the sale/delivery of goods/products or the provision of other services by SW with digital elements and digital services, the following shall apply in particular: Insofar as a defect can be remedied by the installation of a new or improved version of digital elements/services, the Buyer/Client or user is obliged to accept the remedy of the defect by such (new) installation (or updates or upgrades). However, SW is not liable and does not guarantee that corresponding installations (or updates or upgrades) of the digital elements/services will always be made available and there is no general right of the Buyer/Client or user to a permanent update or upgrade.
- 10.10. Unless otherwise agreed in writing, the Seller shall not provide any warranty for used machines or parts.
- 10.11. The Seller shall only be liable for damages outside the scope of the Product Liability Act if intent or gross negligence can be proven within the scope of the statutory provisions. The Seller's liability for slight negligence is excluded, as is compensation for (consequential)



damages and financial losses, unrealized saving, loss of interest, loss of profit and damages arising from third-party claims against the Buyer. Within the scope of application of the Product Liability Act, the Seller shall only be liable for personal injury and damage to property suffered by a consumer. The Seller and its upstream suppliers and subcontractors shall not be liable for damage to property suffered by a company. Liability for consequential damage and financial loss within the scope of application of the Product Liability Act as well as compensation (§ 12 PHG) is excluded. Liability for individual cases of damage is limited to the sum insured under the business liability insurance. A single claim is understood to be the sum of the claims for damages of all claimants arising from different acts in a legal or economic context, or the sum of the claims arising from a uniform damage resulting from several acts.

11. Place of Jurisdiction, Applicable Law, Place of Performance

- 11.1. The place of jurisdiction for all disputes arising directly or indirectly from the contract shall be the Austrian court with jurisdiction for the Seller's registered office. However, the Seller may also bring an action before another court having jurisdiction over the Buyer.
- 11.2. The contract, all disputes and all legal relationships between the Seller and the Buyer shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules. In the event that the contract has been drawn up in several languages, the version in German shall apply for interpretation.
- 11.3. The place of performance for deliveries and payments shall be the Seller's registered office, even if the handover is agreed or actually takes place at a different location.
- 11.4. Should individual provisions of these General Terms and Conditions be or become invalid or immoral, the validity of the remaining provisions shall not be affected. The contracting parties undertake to replace these with provisions that come as close as possible to the invalid or immoral provisions and the economic purpose of the same.