

ASSEMBLY CONDITIONS

ALBERT KNOBLINGER
Gesellschaft m.b.H. & Co. KG

1. Scope of Application

These terms and conditions apply between Albert Knoblinger Gesellschaft m.b.H. & Co. KG, hereinafter referred to as "Knoblinger," and the customer for the relevant company-related legal transaction as well as for all future business, even if in individual cases, especially in future supplementary or follow-up orders, it is not expressly referred to. The version of our assembly conditions valid at the time of contract conclusion, available at <https://www.knoblinger.com/en/downloads/>, applies. We contract exclusively based on our assembly conditions. Customer terms and conditions or amendments or supplements to our assembly conditions require our express written consent to be valid. Customer terms and conditions are not accepted even if we do not expressly object to them upon receipt.

2. Offer, Conclusion of Contract

Our offers are non-binding. Commitments, assurances, and guarantees on our part or agreements deviating from these assembly conditions in connection with the contract's conclusion become binding only through our written confirmation. Information about our products and services not attributable to us mentioned in catalogs, price lists, brochures, advertisements at trade fair stands, circulars, promotional mailings, or other media (information material) must be presented by the customer if the customer bases their decision to place an order on them. In this case, we can comment on their accuracy. If the customer violates this obligation, such information is non-binding, unless expressly declared in writing as part of the contract. Estimates are provided without guarantee. The contract is considered concluded when the customer sends a written order confirmation or a delivery after receiving the order. No warranty claims or liabilities can be derived from information in written or oral statements not included in the contract. Subsequent changes and supplements to these conditions require written confirmation to be valid.

3. Billing of Services

Unless otherwise agreed, services are billed based on time and effort (actual expenses). A lump sum billing is also possible by written agreement. Unless explicitly agreed otherwise, services are provided during the contractor's normal business hours.

Services on an Actual Expense Basis - Customer services are billed as follows: Remuneration for personnel: The customer certifies our staff's working time through time confirmation slips. The working time starts upon arrival and ends upon departure of the personnel at the customer's site or at the performance address agreed in the contract. If the customer unjustifiably fails to certify this, our records serve as the basis for billing. The agreed or offered billing rates apply for the expended working time.

Spare Parts: Spare parts installed by the customer are billed based on effort. Services at Fixed Prices - The fixed price covers the services agreed in writing to be provided by the customer. It assumes an unobstructed workflow and the timely completion of all possibly necessary preliminary services by the client. The customer bears additional expenses caused by circumstances beyond our control, such as subsequent changes to the content or scope of services, waiting times, etc. Unless otherwise agreed, accommodation, travel expenses, and travel times of our personnel are not included in the price and will be billed separately. The customer is responsible for the proper and environmentally sound disposal of waste material. If we are separately commissioned with this task, it is additionally remunerated by the customer to the agreed extent, or if no fee agreement exists, to a reasonable extent. An offer made by the customer is considered non-binding in

case of doubt. If it turns out during a repair order that the repair cannot be performed by us, we are entitled to bill the costs for the conducted error search based on effort. Prices are subject to VAT and, unless otherwise agreed, to other taxes, duties, and fees.

4. Payment

For services billed on an actual expense basis, the prices to be billed are invoiced after the services have been provided. For services exceeding a month according to the customer's calculation, invoices are issued as partial invoices at the end of each month. The agreed lump sums for recurring services (especially maintenance) are to be paid in advance for the agreed period.

Payments are to be made without any deductions in the agreed currency. All associated interests and expenses (such as collection and discount expenses) are borne by the customer. In case of overdue payment terms, statutory default interest rates are calculated, regardless of other rights of the customer. Unless otherwise agreed, invoices are payable no later than 14 days after invoice issuance. The customer is not entitled to withhold payments due to warranty claims or other claims. A payment is considered made on the day we can dispose of it. If the customer is in default with an agreed payment or other performance from this or other legal transactions, Knoblinger, without prejudice to its other rights,

- a) may postpone the fulfillment of its own obligations until the payment or other performance is made and claim an appropriate extension of the performance period,
- b) may call due all outstanding claims from this or other legal transactions and charge statutory default interest plus VAT for these amounts from the respective due date if the customer does not prove higher costs,
- c) in case of qualified insolvency, i.e., after two instances of payment default, may fulfill other legal transactions only against prepayment,
- d) may dissolve the contract with immediate effect by setting a grace period of 14 days. In any case, Knoblinger is entitled to invoice pre-litigation costs, especially reminder expenses and attorney fees, according to legally applicable provisions to the customer.
- e) The customer is not entitled to offset claims or entitlements against us unless the customer's claims are legally established or acknowledged by Knoblinger in writing.

Knoblinger has the right to transmit the invoice electronically. Credit Check - The customer expressly agrees that his data may be transmitted exclusively for creditor protection purposes to the state-privileged creditor protection associations Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvency Protection Association for Employees (ISA), and Credit Protection Association of 1870 (KSV).

5. Customer's Obligations to Cooperate

The customer is obliged to,

- a) do everything necessary to ensure that the services can be started on time and carried out without interruption,
- b) perform the possibly necessary construction-side and other preparatory work professionally at his own cost and responsibility and provide all existing documents to the customer in a timely manner (e.g., system documentation, operating and control books). These documents remain the property of the customer and may only be used by us or our subcontractors for the purposes of the services.
- c) take the necessary accident prevention measures at his own expense. In particular, he will alert Knoblinger if special measures need to be taken for their protection or the protection of third parties or if legal or administrative regulations must be complied with,
- d) secure the system parts being worked on before Knoblinger begins the services. We are entitled to refuse or interrupt services if safety is not guaranteed,
- e) provide spare parts or other aids in a timely manner if agreed, and check these for completeness and damage together

with Knoblinger before starting the services (e.g., providing ladders including any safety devices in proper condition)

f) provide heated or air-conditioned, lockable premises, and sanitary facilities for our personnel if needed at no charge,

g) inform Knoblinger about a temporary shutdown of systems and about the occurrence of malfunctions,

h) properly dispose of removed parts, as far as they do not become our property according to this agreement, unused operating materials, and other waste at his own cost. If the customer fails to fulfill his obligations, Knoblinger is entitled to refuse the provision of services and to withdraw from the contract according to legally applicable provisions. The customer is liable for all damages (such as downtime, etc.) incurred by Knoblinger due to non-compliance with these obligations. Knoblinger is entitled to process data of the system affected by the order in an automation-supported manner and to evaluate it statistically in a neutralized form. Knoblinger has the right to use subcontractors for all deliveries and components of the service if this is communicated to the customer.

6. Execution Period

A deadline specified for completion is only binding if it has been expressly agreed in writing as binding. The service is considered completed when the system is ready for use by the customer or for testing, provided the contract stipulates testing. If a deadline for the execution of services is agreed between the customer and Knoblinger, this deadline will be reasonably extended,

- a) if unforeseeable or independent of the parties' will circumstances occur, such as cases of force majeure, which hinder the adherence to the agreed delivery deadline; this includes in particular pandemics, terrorism, armed conflicts, official interventions and prohibitions, transport and customs delays, transport damage, energy and raw material shortages, labor conflicts, and the failure of a significant, difficult-to-replace supplier. The aforementioned circumstances also entitle to an extension of the delivery period if they occur at suppliers,
- b) if the customer fails to meet his obligations. The deadline is extended by the duration of these circumstances. If a case of force majeure lasts longer than three months, each party is entitled to terminate the contract by written notice, without the other party being able to derive claims from this reason. If the customer desires the execution of a service within a shorter period after contract conclusion, this constitutes a contract amendment. This may necessitate overtime and/or incur additional costs due to the acceleration of material procurement, and the fee increases appropriately in relation to the necessary additional effort.

7. Acceptance of Services

Knoblinger must notify the customer when the services are completed. The customer must then immediately inspect the services and subsequently accept them. The customer is not entitled to refuse acceptance due to insignificant defects. If the acceptance of services is delayed without our fault, acceptance is considered to have taken place two weeks after the notification of the completion of the service, calculated from the date of notification.

8. Termination and Withdrawal from the Contract

Either party is entitled to terminate the contract if the other party fails to remedy a breach of contract within 30 days after receiving a written request from the other party to remedy the breach. If insolvency proceedings are opened over the assets of a contractual party or an application for the initiation of insolvency proceedings is rejected due to insufficient assets, the other contractual party is entitled to withdraw from the contract without setting a grace period. This withdrawal becomes effective immediately with the decision that the company will not continue. If the company continues, a withdrawal becomes effective 6 months after the opening of the insolvency proceedings or after the rejection of the application for initiation due to insufficient assets. In any case, the termination of the contract takes effect immediately unless the insolvency law to which the insolvent contractual party is subject opposes this or if the termination of the contract is essential to avert severe economic disadvantages for the contractual partner of the insolvent contractual party. A contract

termination according to paragraph 1 does not establish liability for the party declaring the termination.

9. Retention of Title

Until all payments due under the contract, including interests and costs, have been received, Knoblinger retains ownership of all delivered accessories, spare, and exchange parts.

10. Warranty

Upon adherence to the agreed payment conditions, Knoblinger is obliged to rectify any defect that affects functionality existing at the time of handover, in accordance with the following provisions. Defects discovered during the warranty period will be rectified by Knoblinger free of charge, provided that the customer immediately, but no later than 14 days after discovery and in any case within the warranty period, reports the criticized defects in writing and these defects are acknowledged by Knoblinger in writing as warranty defects. This defect notification must describe the defects concretely enough to allow an assessment of the defects and their cause (including transmission of any electronic records regarding the defective part, the last maintenance record, the description of measures already taken by the customer, etc.). If the services are interrupted for reasons not attributable to Knoblinger, the warranty period for the services performed before the interruption starts at the latest 5 working days after the start of the interruption. Unless otherwise agreed, the warranty excludes defects resulting from improper arrangement and assembly not performed by Knoblinger, insufficient setup, non-compliance with installation requirements and usage conditions, overuse of parts beyond Knoblinger's specified performance, negligent or incorrect treatment and use of unsuitable operating materials; this also applies to defects attributable to material and spare parts provided by the customer.

Knoblinger is also not liable for damages caused by third-party actions, atmospheric discharges, power surges, chemical effects, accidents, fire, force majeure, natural disasters (earthquakes, hurricanes), power spikes, power failures, terrorism. The warranty does not cover the replacement of parts subject to natural wear and tear. Furthermore, Knoblinger is not liable for deliveries and services of the customer or third parties commissioned by him, on existing system parts (old systems) not covered by the contract. The warranty immediately expires if the customer or a third party not expressly authorized by Knoblinger makes changes or repairs to the delivered items without Knoblinger's written consent. The customer must prove that none of these circumstances exist when claiming a defect. Should it turn out only after the performance of services for defect identification and rectification by Knoblinger that Knoblinger is not obliged to warranty according to these warranty provisions, the customer is obliged to reimburse the services of Knoblinger according to its current repair rates at that time. Knoblinger has primarily the right to improvement within a reasonable period in case of a defect. For warranty work at the customer's premises, the necessary auxiliary staff, lifting devices, scaffolding, small materials, etc., must be provided.

11. Liability and Insurance

For breach of contractual or pre-contractual obligations, especially due to impossibility, delay, etc., we are liable for financial damages only in cases of intent or gross negligence. Liability is limited to the maximum liability amount of any liability insurance we may have concluded. Claims for damages must be legally asserted within two years, otherwise they expire. The limitations or exclusions of liability also include claims against our employees, representatives, and vicarious agents for damages they inflict on the customer without reference to a contract of their own with Knoblinger. Our liability is excluded for damages due to improper treatment or storage, overuse, non-compliance with operating and installation instructions, incorrect assembly, commissioning, maintenance, upkeep by the customer or non-authorized third parties, or natural wear and tear, if this event was causal for the damage. The same applies to the omission of necessary maintenance. If and to the extent that the customer can claim insurance benefits for damages for which we are liable from his own or for his benefit concluded damage insurance (e.g., liability insurance, fully comprehensive, transport, fire, business interruption, and others), the customer undertakes to claim the insurance benefit and our liability towards the

customer is limited to the disadvantages that arise for the customer through the claim of this insurance (e.g., higher insurance premium). Knoblinger is liable for damages that occurred to the system or object during the services if intent or gross negligence can be proven against her or her vicarious agents, whereby this total liability in the case of gross negligence is limited in total to the value of the order or, in the case of maintenance services, to the amount of an annual fee for the agreed services. For each case of damage, Knoblinger's liability is limited to 25% of the net order value.

Unless otherwise agreed, liability for slight negligence, except for personal injury, as well as compensation for consequential damages, pure financial losses, indirect, incidental damages, production downtime, standstill costs, financing costs, costs for substitute energy, loss of energy, data or information, lost profits, unrealized savings, interest losses, and damages from third-party claims against Knoblinger are excluded. If compliance with any conditions for assembly, commissioning, and use (such as contained in operating instructions) or the official approval conditions is not met, any compensation for damages is excluded. If contractual penalties are agreed, further claims of the customer from the respective title are excluded.

The provisions of point 11 conclusively apply to all claims of the customer against Knoblinger, regardless of the legal basis and title, and are also effective for all employees, subcontractors, and sub-suppliers of Knoblinger. If our personnel is directly commissioned by the customer for additional services, this is done exclusively at the customer's risk and excludes any liability of Knoblinger. However, such utilization of our personnel by the customer beyond the respective agreement is dependent on the prior written consent of Knoblinger and occurs based on a previously determined or the generally usual fee. The customer will include Knoblinger, any subcontractors, and the operational risks of the services to be provided by Knoblinger in his existing machinery breakdown and machinery breakdown business interruption insurance. Upon written request by Knoblinger, the customer must provide a suitable written confirmation from his insurance company regarding compliance with all obligations according to this article without delay, but no later than seven working days after the request.

12. Assertion of Claims

All claims of the customer must be legally asserted within 2 years from the performance of the services, otherwise, they are forfeited, unless mandatory legal provisions provide for different deadlines.

13. General

If individual provisions of the contract or these conditions should be ineffective, the effectiveness of the remaining provisions is not affected. The ineffective provision is to be replaced by a valid one that comes as close as possible to the intended goal. Only Austrian substantive law applies, excluding all referral and conflict of laws norms as well as the CISG/UNCITRAL. The court with subject matter and local jurisdiction for the headquarters of Knoblinger, Oberbrunner Weg 10, 4910 Ried im Innkreis, AUSTRIA, is agreed as the exclusive place of jurisdiction.

Supplied Goods - If devices are provided by the customer, it is agreed that they are fully comprehensive and/or machinery breakage insured. If necessary, Knoblinger will take out these insurances and bill the customer. Such devices provided by the customer are not subject to warranty. The quality and operational readiness of provisions are the customer's responsibility. Accommodations - For provided accommodations or quarters, proper habitability is ensured.

As of November 2023