

# GENERAL TERMS AND CONDITIONS FOR ASSEMBLY

## ALBERT KNOBLINGER GmbH

### 1. Scope

These Terms and Conditions shall apply between Albert Knoblinger GmbH, referred to as "Knoblinger" for short, and the Customer for the present business transaction as well as for all future transactions, even if no express reference is made to these Terms and Conditions in individual cases, in particular in the case of supplementary or follow-up orders. In each case, the current version of our Terms and Conditions for Assembly, available at <https://www.knoblinger.com/de/downloads>, shall apply. We conclude contracts exclusively on the basis of our Terms and Conditions for Assembly. Any terms and conditions of the Customer or amendments or supplements to our Terms and Conditions for Assembly shall require our express written consent in order to be valid. Even if we do not expressly object to the Customer's terms and conditions upon receipt, such terms and conditions shall not be acknowledged.

### 2. Offer, Conclusion of Contract

Our offers are non-binding. Any promises, assurances and guarantees on our part or any agreements deviating from these Terms and Conditions for Assembly in connection with the conclusion of the contract shall only become binding upon our written confirmation. Insofar as the Customer bases their decision to place an order on information about our products and services as found in catalogues, price lists, brochures, advertisements on trade fair stands, circulars, advertising mailings or other media (information material) that is not attributable to us, the Customer must provide us with this information. In such cases, we may comment on the correctness of such information. Should the Customer breach this obligation, such information shall be non-binding unless it has been expressly declared in writing to be part of the contract. Cost estimates are provided without guarantee. We conclude contracts exclusively on the basis of our Terms and Conditions for Assembly. The contract shall be deemed concluded upon written confirmation by the Customer of an order received or upon dispatch of a delivery. No warranty claims can be derived nor can any liability be substantiated from information in written or verbal statements that have not been included as part of the contract. Any subsequent amendments and additions to these Terms and Conditions must be confirmed in writing in order to be valid.

### 3. Invoicing of Services

If nothing to the contrary is agreed, services shall be invoiced on a time and material basis (to be documented and approved). If agreed in writing, invoicing according to a flat rate is also possible. Provided there is no express agreement to the contrary, the services shall be provided during the Contractor's normal business hours. Services charged on a time and material basis - The Customer's services shall be invoiced as follows: Remuneration for personnel: The Customer shall certify the working time expended by our personnel by means of timesheets. The working time begins with the arrival and ends with the departure of the personnel at the Customer's premises or at the service address as agreed in the contract. Should the Customer fail to provide such timesheets without sufficient reason, our records shall serve as the basis for invoicing. The agreed rates or the rates specified in the offer shall apply with regard to the working time expended. Spare parts: Spare parts installed by the Customer shall be invoiced at cost. Services at flat-rate prices - The flat-rate price covers the services to be provided by the Customer as agreed in writing. This shall be subject to an unhindered workflow and the timely completion of all necessary preliminary work by the Ordering Party. The Customer shall bear any additional expenses incurred by us due to circumstances for which the Customer is not responsible, such as subsequent changes to the content or scope of the services, waiting times, etc. Unless otherwise agreed,

accommodation, travelling expenses and travelling times of our personnel are not included in the price and will be invoiced separately. The Customer is responsible for the professional and environmentally sound disposal of scrap material. Where we are commissioned to do this as a separate service, this shall be additionally compensated by the Customer to the extent agreed for this purpose, in the absence of an agreement on remuneration. An offer made by the Customer shall be deemed non-binding in case of doubt. If it is determined during a repair order that the repair cannot be carried out by us, we shall be entitled to invoice the costs for the troubleshooting carried out on a time and material basis. Prices are exclusive of VAT and, unless otherwise agreed, exclusive of other taxes, duties and fees.

#### 4. Payment

Insofar as the services are charged on a time and material basis, the prices to be charged shall be invoiced after the services have been provided. Where services last longer than one month according to the Customer's calculation, the invoice shall be issued as a partial invoice at the end of each month. The agreed lump sums for recurring services (in particular maintenance) shall be paid in advance for the agreed period.

Payments are to be effected in the agreed currency without any deductions. The Customer shall bear all associated interest and charges (e.g. collection costs and discount fees). Should the agreed payment deadlines be exceeded, statutory default interest shall be charged without prejudice to any other rights of the Customer. Unless otherwise agreed, invoices must be paid no later than 14 days after invoicing. The Customer does not have the right to withhold or offset any payments for warranty claims or other claims. Payment shall be deemed to have been effected on the day on which we can dispose of it. In the event that the Customer is in default with an agreed payment or other performance under this or other legal transactions, Knoblinger may, without prejudice to its other rights,

- a) postpone the fulfilment of its own contractual obligations until such payment or other performance has been effected and demand a reasonable extension of the performance period,
- b) demand payment of all outstanding receivables from this or other legal transactions and charge statutory default interest plus VAT for these amounts, with effect from the respective due date, unless the Customer is able to provide proof of any additional costs,
- c) in the event of qualified insolvency, i.e. after two instances of default, perform other legal transactions only against cash in advance,
- d) cancel the contract with immediate effect by setting a grace period of 14 days. At any rate, Knoblinger shall be entitled to invoice the Customer for pre-trial expenses, in particular dunning expenses and lawyers' fees, according to applicable statutory provisions.
- e) The Customer does not have the right to offset any claims or demands against us unless the Customer's claims have been determined by a court of law or have been acknowledged by Knoblinger in writing.

Knoblinger reserves the right to send the invoice electronically. Credit rating check - The Customer declares his express agreement that his data may be communicated exclusively for the purpose of protection of creditors to the officially privileged creditor protection associations Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870 (KSV).

#### 5. Customer's Duty of Cooperation

The Customer is obligated,

- a) to undertake all measures necessary to ensure that the services can be commenced on time and carried out without interruption,
- b) to properly carry out any on-site and other preparatory work that may be necessary at its own expense and responsibility and to provide the Customer with all existing documents in good time (e.g. system documentation, operating and inspection logs). These documents shall remain the property of the Customer and may only be

used by us or our subcontractors for the purposes of performing the services.

- c) to take the necessary accident prevention measures at its own expense. The Customer shall in particular inform Knoblinger of any special measures that must be taken for its protection or for the protection of third parties or if there are statutory or administrative regulations that must be complied with,
  - d) to secure the parts of the system on which work is being carried out prior to Knoblinger commencing work.
- We reserve the right to refuse or interrupt the performance of our services if safety is not guaranteed,
- e) to make available any spare parts or other aids in good time, insofar as this has been agreed, and to inspect these together with Knoblinger for completeness and damage before commencing the services (for example, making available climbing aids including any safety equipment in good condition)
  - f) to provide our personnel with rooms that can be heated or air-conditioned and locked, as well as sanitary facilities, as required and free of charge,
  - g) to notify Knoblinger of any temporary decommissioning of systems and of the occurrence of faults,
  - h) to properly dispose of disassembled parts, insofar as these are not our property under this agreement, as well as unused resources and other waste at its own expense. Should the Customer fail to fulfil its obligations, Knoblinger has the right to refuse to provide the services and to withdraw from the contract in accordance with the applicable statutory provisions. The Customer shall in any case be liable for all damages (e.g. for downtimes, etc.) incurred by Knoblinger as a result of non-compliance with these obligations. Knoblinger is authorised to process data from the system that is subject to the order in an automated manner and to evaluate this data statistically in a neutralised form. Knoblinger reserves the right to engage subcontractors for all deliveries and service components, provided it notifies the Customer thereof.

## 6. Final Date for Completion

A date indicated for completion shall only be binding if it has been expressly agreed as such in writing. The service shall be deemed to have been completed when the system is ready for use by the Customer or for testing, insofar as the contract provides for testing. Where the Customer and Knoblinger agree and stipulate a deadline for the completion of the services, this deadline shall be extended accordingly, a) if unforeseeable circumstances or circumstances beyond the control of the contracting parties, such as all cases of force majeure, occur that prevent the agreed delivery deadline from being met; this also includes, in particular, pandemics, terrorism, armed conflicts, interventions and prohibitions by the authorities, delays caused by transport and customs clearance, transport damage, energy and raw material shortages, labour disputes and the loss of a major sub-contractor who is difficult to replace. These aforementioned circumstances shall also entitle us to extend the delivery period should they arise at our suppliers, b) in the event that the Customer does not fulfil its obligations. The deadline for execution shall in any case be extended for as long as these circumstances persist. Where a case of force majeure lasts longer than three months, either contracting party shall be entitled to withdraw from the contract by written notice without the other party being able to derive any claims from this. Should the Customer request that the service be performed within a shorter period of time after conclusion of the contract, this shall constitute an amendment to the contract. This may necessitate overtime hours being worked and/or additional costs may be incurred due to the expedited procurement of materials, and the remuneration shall increase accordingly in proportion to the necessary additional expenditure.

## 7. Acceptance of the Performance

Knoblinger shall notify the Customer when the work has been completed. The Customer is then obliged to inspect the work performed immediately and subsequently accept it. The Customer shall not be entitled to refuse acceptance due to minor defects. Should there be a delay in acceptance of the services through no fault of our own, acceptance shall be deemed to have taken place two weeks after notification of work having been completed.

## 8. Cancellation and Withdrawal From the Contract

Each contracting party shall be entitled to cancel the contract if the other party has breached a contractual provision and has failed to comply with the request to remedy such breach within 30 days of receiving a written request from the other party to remedy the infringement. In the event that insolvency proceedings are opened against the assets of a contracting party or an application to initiate insolvency proceedings is rejected due to a lack of sufficient assets, the other contracting party shall be entitled to withdraw from the contract without setting a grace period. If such withdrawal is exercised, it shall take effect immediately upon the decision that the company will not continue as a going concern. Should the company continue as a going concern, a withdrawal shall only become effective 6 months after the initiation of insolvency proceedings or after the rejection of the application for initiation due to lack of assets. In any case, the contract shall be cancelled with immediate effect unless the insolvency law governing the insolvent contracting party precludes this or if the cancellation of the contract is essential to avoid serious financial damage to the contracting party of the insolvent contracting party. Cancellation of the contract in accordance with paragraph 1 shall not give rise to any liability on the part of the party giving notice of cancellation.

## 9. Reservation of Title

Up until the receipt of all payments to be made under the contract plus interest and costs, Knoblinger shall retain ownership of all delivered accessories, spare parts and replacement parts.

## 10. Warranty

Subject to compliance with the agreed terms of payment, Knoblinger is under obligation to remedy any defect that impairs functionality and exists at the time of handover in accordance with the following provisions. Knoblinger will remedy defects discovered during the warranty period free of charge on condition that the Ordering Party notifies Knoblinger in writing of the defects that are the subject of the complaint without delay, but no later than 14 days after their discovery, in any case within the warranty period, and provided that these defects are acknowledged by Knoblinger in writing as defects covered by the warranty. When submitting this notice of defects, the defects must be described in such detail that it is possible to assess the defects and the cause (including the submission of any electronic records relating to the defective part, the most recent proof of maintenance, a description of the measures already taken by the Ordering Party). In the event that the services are interrupted for reasons for which Knoblinger is not responsible, the warranty period for the services performed prior to the interruption shall commence no later than 5 working days after the start of the interruption. In the absence of any agreement to the contrary, the warranty shall not cover defects resulting from assembly and installation not carried out by Knoblinger, inadequate set-up, failure to observe the installation requirements and conditions of use, excessive utilisation of the parts beyond the capacity specified by Knoblinger, negligent or incorrect handling and the use of unsuitable operating materials; this shall also apply to defects attributable to materials and spare parts that the Customer has furnished. Knoblinger shall also assume no liability for damage caused by the actions of third parties, atmospheric discharges, overvoltage, chemical influences, accidents, fire, force majeure, natural disasters (earthquakes, hurricanes), power surges, power failures, terrorism. The warranty does not apply to the replacement of parts that are subject to natural wear and tear. Furthermore, Knoblinger shall not be held liable for deliveries and services carried out by the Customer or by third parties authorised by the Customer on existing system components (old systems) that are not covered by the contract. The warranty shall expire immediately in the event that the Customer itself or a third party not expressly authorised by Knoblinger makes changes or repairs to the delivered items without Knoblinger's written consent. When asserting a defect, it is the Customer's responsibility to prove that none of these circumstances exist. Should it only become apparent after Knoblinger has carried out the measures to identify and rectify the defect that Knoblinger has no warranty obligation under these warranty provisions, the Customer shall be obligated to reimburse Knoblinger for its services in accordance with Knoblinger's repair rates applicable at that time. In the event of a defect, Knoblinger shall in any case be primarily entitled to rectify the defect within a reasonable period of time. The necessary

auxiliary staff, lifting equipment, scaffolding and incidentals etc. must be made available in order to carry out warranty work at the Customer's premises.

## 11. Liability and Insurance

In the case of pecuniary loss as a result of the infringement of contractual or pre-contractual obligations, in particular because of impossibility of performance, delay etc., we shall be liable only in cases of intent or gross negligence. Liability is limited to the maximum liability amount of any liability insurance taken out by us. Claims for damages shall be asserted in court within two years, otherwise they shall be forfeited. The limitations or exclusions of liability shall also include claims against our employees, representatives and vicarious agents due to damage caused by them to the Customer without reference to a contract on their part with Knoblinger. Our liability is excluded for damage caused by improper handling or storage, overloading, failure to follow operating and installation instructions, faulty assembly, commissioning, maintenance, servicing by the Customer or by third parties not authorised by us, or natural wear and tear, insofar as this event was causal for the damage. Likewise, the exclusion of liability exists for omission of necessary maintenance. If and to the extent that the Customer can claim insurance benefits for damages for which we are liable through a damage insurance policy of its own or concluded in its favour (e.g. liability insurance, fully comprehensive insurance, transport, fire, business interruption and other insurances), the Customer undertakes to claim the insurance benefit and our liability towards the Customer shall be limited to the disadvantages incurred by the Customer as a result of claiming this insurance (e.g. higher insurance premium). Knoblinger shall be liable for damage caused to the system or to the item in the course of providing the services if Knoblinger or its vicarious agents are proven to have acted with intent or gross negligence, whereby this total liability in the case of gross negligence is limited to the value of the order or, in the case of maintenance services, to the amount of one year's remuneration for the agreed services. Knoblinger's liability is limited to 25% of the net order value per case of damage.

Unless otherwise agreed, liability for slight negligence, with the exception of personal injury, as well as compensation for consequential damage, pure financial loss, indirect damage, loss of production, downtime costs, financing costs, costs for replacement energy, loss of energy, data or information, the loss of profit, savings not achieved, loss of interest and damage from third-party claims against Knoblinger are excluded. Unless otherwise agreed, any compensation for damages shall be excluded in the event of non-compliance with any conditions for installation, commissioning and use (such as those contained in the operating instructions) or the official authorisation requirements. If contractual penalties have been agreed, any claims of the Customer in excess thereof on the same legal grounds shall be excluded.

The provisions of item 11 shall apply conclusively to all claims on the part of the Customer against Knoblinger, regardless of the legal ground and title, and shall also apply to all employees, subcontractors and sub-suppliers of Knoblinger. Where the Customer calls on our personnel directly to provide additional services, this shall be done exclusively at the risk of the Customer and to the exclusion of any liability on the part of Knoblinger. Any such utilisation of our personnel by the Customer beyond the respective agreement is, however, subject to Knoblinger's prior written consent and shall proceed on the basis of a predetermined fee or the commonly standard fee. The Customer shall include Knoblinger, any of its subcontractors and the operational risks of the services to be provided by Knoblinger in its existing machinery breakdown and business interruption insurance. At Knoblinger's written request, the Customer must provide suitable written confirmation from its insurance company stating compliance with all obligations under this item without delay, but within seven working days of the request at the latest.

## 12. Assertion of Claims

Any claims on the part of the Customer must be asserted in court within 2 years after performance of the services, unless other deadlines are provided for by mandatory statutory provisions, otherwise such claims shall be forfeited.

### 13. General

If individual provisions of the contract or these Terms and Conditions should be invalid, this shall not affect the validity of the remaining provisions. The invalid provision must be replaced with a valid provision that approximates the intended objective as closely as possible. Austrian substantive law shall apply exclusively to the exclusion of all reference and conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction shall be the court with subjectmatter and local jurisdiction for the registered office of Knoblinger, Oberbrunner Weg 10, 4910 Ried im Innkreis, AUSTRIA.

Supplied materials - If equipment is provided by the Customer, it is agreed that such equipment is covered by fully comprehensive and/or machine breakage insurance. If necessary, Knoblinger shall take out such insurance and invoice the Customer for it. Such equipment provided by the Customer shall not be covered by the warranty. The quality and operational readiness of the equipment provided are the responsibility of the Customer. Accommodation - If accommodation or lodgings are provided, the Customer shall ensure that they are properly habitable.

As at: Januar 2026