

EagleBurgmann Austria GmbH Delivery and Payment Terms and Conditions

Last updated in October 2023

1. Scope; General

1.1 Our deliveries of goods and other services (hereinafter referred to as "delivery" or "deliveries") are carried out exclusively on the basis of these Delivery and Payment Terms and Conditions (hereinafter also referred to as "DPTC"), which are an integral part of every contract concluded by us for deliveries. These DPTC apply exclusively to contractual relationships with companies and entrepreneurs within the meaning of § 1 KSchG (hereinafter referred to as "customer") and are not intended for consumers. We hereby expressly object to our customer's terms and conditions, to the contrary; they are only valid in the case of our explicit written acknowledgement.

1.2 These DPTC apply in the version as amended from time to time as a framework agreement with the same customer for future contracts for deliveries even if they are not expressly re-agreed; we shall promptly inform the customer of any changes to our DPTC where such occur.

1.3 These DPTC shall be deemed to have been accepted by the customer when the order is placed, but at the latest when the goods or services are received. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement for agreement applies in any case; for example, also in the event that we, being aware of the customer's general terms and conditions, carry out an unconditional delivery to the customer. The same applies to our assembly and installation guidelines, according to which requested worker assignments are handled exclusively. In the event of participation in electronic platforms or other electronic/automated systems of the customer and the activation of check boxes (or the like) to be activated for the use of such system, this shall not constitute a legally binding acceptance of the respective terms of use or other general terms and conditions.

1.4 Legal statements and notices which the customer is required to give us after concluding the contract (e.g., the setting of deadlines, notifications of defects, withdrawal from contract or payment reduction notices) must be submitted in writing (i.e., within the meaning of these DPTC in written or in text form, e.g., e-mail, letter, fax). Formal requirements under applicable statutory law and our right to demand further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

1.5 References to the application of statutory provisions only have the purpose of clarification. The statutory provisions therefore apply even without such clarification, unless to the extent they are directly modified in these DPTC or expressly excluded.

1.6 Individual arrangements made with the customer for specific cases (including side agreements, additions, and amendments) shall in any case take precedence over these DPTC insofar as they conflict with the DPTC. Subject to proof of the contrary, the content of such individual arrangements is determined by way of a written contract or our written confirmation.

1.7 Should individual provisions of this DPTC be invalid, ineffective, unlawful, or unenforceable, this shall not affect the validity of the remaining provisions. In such a case, we and the customer shall be obliged to replace the invalid, ineffective, unlawful, or unenforceable provision with one that comes closest to the commercial purpose of such provision in a manner permitted by law.

2. Offer, conclusion of a contract and supporting documents

2.1 Our offers are subject to confirmation and non-binding, in particular we reserve the right to change products, prices and other conditions. The placement of an order or an assignment for a delivery by the customer ("order") is treated as a binding contractual offer. Unless otherwise provided in the order, we are entitled to accept this contractual offer within 21 days following its receipt by us. Acceptance can be declared either in writing by order confirmation or by providing services to the customer. The written form is equivalent to transmission by fax or remote data transmission. Individual agreements made with the customer in individual cases (including collateral agreements, additions, and amendments) shall in any case take precedence over these DPTC. A written contract or written confirmation by us is decisive for the content of such an agreement.

2.2 We point out that our employees entrusted with sales are not authorised to enter into verbal side agreements or to give verbal assurances which go beyond the content of written agreements. Such telephone or verbal clarifications by our representatives are therefore not legally valid unless we have confirmed them expressly in writing.

2.3 The documents and information submitted in connection with the offer such as information in sample books, price lists, brochures, and other documents, such as, for example drawings, assembly sketches, illustrations, descriptions of operating data and installation space, measurements and weights or other performance data, are values that are determined to the best of our knowledge, but which only become binding once they have been specified and agreed to in the order confirmation. The same applies to information on and details of the work.

2.4 We reserve all proprietary rights and copyrights to cost estimates, concepts, designs, drafts, drawings, and other documents; these may be modified or made available to third parties only with our explicit approval. These documents must be returned to us upon request at any time and in any event if the order is not placed with us.

2.5 In the case of call off orders we are entitled to acquire materials for the entire order and to manufacture the entire amount of the order immediately. Any amendment requests on the part of the customer can therefore no longer be taken into account once the order has been placed unless this has been expressly agreed.

2.6 In case of doubt, the Incoterms®, in their latest version, governs the interpretation of commercial terms.

3. Samples, test parts, tools, costs, and title

3.1 We reserve the right to charge for the samples and test parts and the tools required for their preparation. In case of doubt payment falls due following acceptance of the initial sample, test part or tool, unless otherwise agreed. Unless otherwise agreed we will add the costs of procuring or manufacturing the tools required for series production to the invoice.

3.2 Unless otherwise agreed, we retain title to all tools and appliances manufactured or procured by us even where the customer has borne the procurement or manufacturing costs either in whole or in part. We are not obliged to surrender the tools and appliances.

4. Statement of work

4.1 The requirements of the deliveries are conclusively determined by performance indicators expressly agreed (e.g., specifications, markings, release instructions and other information). No warranty or guarantee for a specific application or a specific suitability for use, usage period, durability, functionality, compatibility, other subjective or objective requirements or conformity with sample or model is provided except where and to the extent expressly agreed in writing. The customer is obliged to explicitly inform us of all essential subjective and objective requirements for the delivery item in advance of an order. For the rest, the risk relating to the delivery item's suitability for purpose and application is the exclusive responsibility of the customer.

We reserve the right to standard or technically unavoidable variations in physical and chemical measurements including colours, formulae, processes, and the use of raw materials, as far as this is reasonable towards the customer. This also applies to other insignificant deviations from the agreed requirements in quantity or impairments of the usability.

4.2 Accessories, packaging, assembly and other instructions, specifications or recommendations for inspection, storage, installation, testing, operation, or maintenance (jointly: "manuals") shall only be part of the deliveries and be handed over by us if that (i) is expressly agreed or customary in the industry or (ii) can usually be expected according to the nature of the deliveries. The customer is obliged to install the delivery items in accordance with the state of the art. If there are any special requirements for installation and assembly, the customer shall inform us thereof prior to the conclusion of the contract. If the customer does not explicitly name any requirements in this respect, the installation risk shall be borne solely by the customer. We are entitled to hand over the manuals with the delivery or to refer to them in delivery documents (e.g., by referring to a relevant website). The customer is obliged to follow the manuals and to observe the relevant regulations such as standards of DIN or other industry standards.

4.3 Neither such product information nor the performance indicators/applications expressly agreed to release the customer from the obligation to test that the delivery item is suitable for its intended purpose.

4.4 Information on the quality and possible uses of our goods does not include any assurances or guarantees.

5. Delivery, delivery period, transfer of risk, default in delivery, acceptance, and default in acceptance

5.1 Our written order confirmation is decisive for the time, type, and volume of delivery. In the case of an offer with a

time limit and acceptance of the offer within that time limit, this respective offer shall be decisive if no order confirmation is received in good time

5.2 Delivery is made FCA WAREHOUSE/FACTORY (Incoterms® 2020) from our warehouse, which is also the location of the place of performance. The goods may be sent to a different destination (sale by dispatch) at the customer's request and expense. If our export declaration will not be closed at customs by the forwarder specified by the customer, we will charge the local VAT to the customer.

5.3 Unless otherwise agreed, we are entitled to specify how delivery items are dispatched (in particular the transport company, the dispatch route, packaging). Packaging is invoiced at cost price. We do not take back transport and other packaging material falling under the provisions of the Packaging Regulation (*Verpackungsverordnung*). With the exception of transport pallets, such packaging material becomes the property of the purchaser. The goods are insured on the customer's request and on his expense.

5.4 The risk of accidental loss and of accidental damage to the goods passes to the customer no later than upon transfer of possession (*Übergabe*). However, upon a sale by dispatch, the risk of accidental loss and of accidental damage to the goods, as well as the risk of delay, passes to the customer once the dispatcher, the carrier or other person or institution designated responsible for shipping the items receives the good. In the event that an acceptance (*Abnahme*) is required, such acceptance shall be decisive for the transfer of risk (*Gefährübergang*). For the rest, the statutory provisions on contracts for works (*Werkvertragsrecht*) shall apply accordingly to an agreed acceptance. If the customer is in default of acceptance, this is equally deemed to be a delivery or acceptance.

5.5 Delivery times are – even where a delivery date is agreed with the customer – only approximate and non-binding, unless the delivery date has been expressly agreed as a fixed delivery date, i.e., it has been specified in writing that the customer is not interested in the delivery anymore once the specified date has passed. The delivery period begins with the dispatch of the order confirmation, but not before the required technical data, supporting documentation, approvals, and releases to be obtained by the customer have been provided or before receipt of an agreed advance payment. The delivery deadline is met if the delivery item has left the factory by the end of the delivery period or if the readiness for dispatch has been notified. Compliance with the delivery deadline presupposes the fulfilment of the customer's contractual obligations / obligations to cooperate.

5.6 Where we have been unable to comply with binding delivery deadlines for reasons for which we are not responsible (non-availability of the item or service owed by us), we will promptly inform the customer of this and simultaneously give notice of the anticipated new delivery period. Where the item or service is unavailable within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will promptly repay any consideration already paid by the customer. In particular, where we have concluded a corresponding transaction, it is treated as a case of non-availability of the item or service in this sense if there is a late delivery to us by our subcontractor (reservation of self-supply) and neither we nor our subcontractor acted deliberately or negligently, or we have not assumed any special procurement risk for this specific case. The same applies to cases in which the customer specified the suppliers or raw materials to be used and they are not available.

5.7 This is without prejudice to the customer's rights under Clause 7 of these DPTC or to our statutory rights, in particular in case of an exclusion of a performance obligation (e.g., on grounds of impossibility or unreasonableness of performance and/or subsequent performance).

5.8 If it becomes apparent after conclusion of the contract, that our claim to the purchase price is jeopardized by the customer's inability to pay (e.g., by the application for the opening of insolvency proceedings, the submission of a list of assets in accordance with § 47 para. 2 EO, payment difficulties occurring or the knowledge of a significant deterioration in the customer's financial situation), we are entitled to withdraw from the contract in accordance with the statutory provisions for refusal to perform and – if applicable, after setting a deadline. In the case of contracts for the manufacture of non-fungible goods (custom-made products), we are entitled to declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected by this.

5.9 In case the customer is in default of acceptance or in culpable breach of any auxiliary obligations (e.g., owed acts of collaboration), the customer shall pay us for any damages caused and any additional costs (e.g., storage expenses) related thereto. Further claims and rights shall remain unaffected. In case of the customer's default of acceptance or payment, the risk of accidental loss and damage of the goods shall be passed to the customer.

6. Warranty

6.1 Unless otherwise specified below, the statutory provisions apply with regard to the customer's rights in case of material defects and defects of title (including wrong delivery and short delivery, improper assembly/installation, and errors in the manuals) of the delivery. In all cases this is without prejudice to the statutory special provisions governing the final supply of the unprocessed good to a consumer.

6.2 The basis of our liability for defects is primarily the agreement made regarding the requirements of the deliveries (especially including product descriptions, drawings, and manuals). Notwithstanding this, our deliveries are not intended for installation in any kind of nuclear and similar applications (e.g., nuclear power plants); the use for such applications is only permitted if this was expressly confirmed by us prior to the conclusion of the contract; the customer is obliged to pass on these restrictions to its customers. We accept no liability for public statements by third parties (e.g., advertising messages, test institutes, customers) in connection with the item supplied by us. In particular, the occurrence of a technically unavoidable leakage in the mechanical seal (*Gleitringdichtung*) and the packings (*Stopfbuchspackung*) shall not be recognized as a product defect. Only after detailed examination of the actual operation conditions, the actual product version (e.g., production tolerances) and the actual installation conditions can it be decided, based on our experience and the state of the art, whether a leakage is unacceptably high and as such does not meet the requirements. Insofar as the quality has not been agreed, it is to be assessed in accordance with the statutory provisions whether a defect is present or not. However, we do not accept any liability for public statements made by third parties (e.g., advertising statements) in connection with our delivery.

6.3 The customer's claims for defects require that it has complied with its obligations to examine the goods and to notify defects. We must be promptly notified in writing if a defect becomes apparent during or subsequent to an inspection. The notification is deemed prompt if given within two weeks after the discovery of the defect in which case, for compliance with the deadline, it suffices that the notification is sent on time. Our liability is excluded in relation to the defects not notified in those cases where the customer omits to carry out the proper inspection and/or notification of defects.

6.4 We assume no warranty for insignificant deviations as described in Clause 4.1 or for defects in construction based on drawings, plans or other documents provided by the customer or as far as the defect is caused by non-compliance with operating, installation and maintenance instructions, use outside the defined limits of use, unsuitable or inappropriate use or storage, inappropriate or negligent handling, installation or commissioning or natural wear and tear or is attributable to interference by the customer or third parties in relation to the delivery item. The same applies insofar as the defect can be attributed to unsuitable equipment, replacement materials, defective construction work, unsuitable ground for building, chemical, electro-chemical or electrical factors, provided that we are not responsible for the same.

6.5 Where our delivery is defective, we can choose to carry out the subsequent performance (*Nacherfüllung*) either by removing the defect (subsequent improvement) or through delivery of a defect-free item or service (replacement delivery). Our right to refuse subsequent performance by means of improvement or replacement delivery under certain statutory requirements remains unaffected.

6.6 We are entitled to make the warranty owed conditional upon the payment of the price owed by the customer. However, the customer is entitled to retain a reasonable part of the purchase price in relation to the defect.

6.7 The customer must give us the necessary time and opportunity to carry out the subsequent performance owed and, in particular, must hand over the goods in question for inspection purposes. Where we deliver a replacement item the customer must return the defective delivery item to us in accordance with the statutory provisions. Subsequent performance covers neither the de-installation of the defective good nor its re-installation, unless we were originally obliged to carry out such installation.

6.8 Where there is actually a defect, we bear the costs of inspection and subsequent performance, in particular the costs of transport, travel, labour and materials (not the costs of de-installation or installation), with the exception of the costs incurred as a result from the fact that the goods have been transferred to a place different from the agreed place of performance after the passing of risk. This exception does not apply in case such a transfer corresponds with the normal use of the goods and was known to us. However, we may claim reimbursement from the customer of the costs incurred if it turns out that the customer's claim for the removal of defects was unjustified.

6.9 If the subsequent performance is unsuccessful or a reasonable period for subsequent performance to be set by the customer expires without success or such period can be dispensed under the statutory provisions, the customer can terminate the contract (contract termination) or reduce the price. However, in the event of a minor defect, there is no right to terminate the contract.

6.10 The existence of defects must be proven by the customer. The presumption of defectiveness according to § 924 ABGB and § 933b ABGB (claims arising from the customer's right of recourse) does not apply. The customer's claims for damages or reimbursement of futile expenditure only exist to the extent as stipulated in Clause 7; beyond that, they are excluded.

6.11 The customer may not make the warranty claims mentioned in this Clause 6, for any delivery items, which, according to mutual agreement, we do not deliver as new goods.

6.12 We will not accept any charges or invoices from the customer, as well as reductions in the invoice amount of invoices issued by us, without our prior express consent, which the customer must prove.

7. Other Liability

7.1 Unless otherwise stipulated in these DPTC, our liability in case of a breach of contractual or non-contractual obligations is governed by the applicable statutory provisions.

7.2 Our liability resulting from willful misconduct or gross negligence by us, our legal representatives or our vicarious agents is unlimited.

7.3 In case of simple negligence, we are only liable

- for damages resulting from injury to life, limb, or health for which we, our legal representatives or our vicarious agents are responsible;
- for damage resulting from any breach of a material contractual duty (an obligation which, if not performed, renders the proper implementation of the contract impossible and on the performance of which the contractual counterparty regularly relies on and may rely, the so-called "material contractual obligation" (Kardinalpflichten)) by us, our legal representatives, or our vicarious agents. However, in this case our liability is limited, in terms of its legal basis and extent, to damage that we could reasonably have predicted upon entry into the contract given the circumstances we were aware of at that time.

7.4 The limitations of liability mentioned above do not apply insofar as we maliciously conceal a defect or insofar as we have agreed to guarantee certain properties of the goods. The same applies to claims of the buyer under the Product Liability Act (Produkthaftungsgesetz).

7.5 We are liable in accordance with the above provisions for any breach of intellectual property rights in association with the sale of the delivery item if and to the extent such intellectual property rights – applicable and existing within the Republic of Austria and at the time of our delivery – are breached by us through the contractual use of the delivery item. This does not apply where we manufactured the goods in accordance with drawings, models, samples or other descriptions or information from the customer and did not know or were – in connection with the products developed by us - not obliged to know that third parties' intellectual property rights would thereby be breached. In this case, the customer assumes the guarantee that the intellectual property rights of third parties are not infringed and is liable for infringements of intellectual property rights that have already occurred or are yet to occur. The customer is obliged to inform us immediately of any potential or claimed breach of intellectual property rights of which it becomes aware and to indemnify us immediately against all third-party claims associated with the documents it has supplied and all costs and expenditure reasonably incurred. Should third parties prohibit us, e.g., from manufacturing and delivering the goods manufactured according to the customer's documents within the meaning of Sentence 2 above with reference to intellectual property rights, then we are entitled, without being obliged to verify the legal situation, to suspend any further activity and claim damages.

7.6 The customer only has a right of recourse against us to the extent that it has not entered into any arrangements with its buyer that go beyond the claims for defects and liability provisions provided by statutory law. Unless otherwise agreed in writing, to the extent the customer has any potential right of recourse against us the provisions of Clauses 6 and 7.1 to 7.7 apply accordingly.

7.7 In all other respects, our liability - irrespective of the legal grounds - is excluded.

8. Force majeure

8.1 "Force majeure" means the occurrence of an event or circumstance that prevents a party ("affected party") from performing one or more of its contractual obligations under the relevant contract, including these DPTC, if and to the extent that the affected party proves that (i) such impediment to perform is beyond its reasonable control, and (ii) such impediment to perform was not reasonably foreseeable at the time of entering into the relevant contract, and (iii) the effects of such impediment to perform could not reasonably have been avoided or overcome by the affected party (e.g. natural disasters, war, terrorism, sabotage, epidemics, government measures, embargoes, sanctions, strikes and lockouts, business interruptions). For the avoidance of doubt, the existence of an event of force majeure shall not be excluded merely because it directly affects one of our sub-suppliers.

8.2 To the extent and for the duration of force majeure, the affected party is released from its obligations and from any liability in connection with deliveries (e.g., due to delayed performance) from the time of the occurrence of the force majeure event, and the non-affected party shall be informed thereof. In this case, inter alia, we reserve the right to reduce quantities in the case of deliveries of goods if there is a loss of production due to force majeure or if we ourselves are not supplied at all or in time.

8.3 If the duration of the force majeure results in a party being deprived of what it had reasonably expected as performance under the contract in question, or if the effects of force majeure continue uninterrupted for more than 120 days, either party shall have the right to withdraw from the contract in question by giving written notice to the other party with the effect of the release from any performance obligations.

8.4 For the avoidance of doubt, the provisions in this Clause 8 neither lead to any extension of the liability under Clause 7, in particular not to any form of strict liability, nor do they prevent the affected party from invoking other applicable legal instruments or defences in connection with default (e.g., impossibility, unreasonableness, frustration of contract).

9. Prices and payment

9.1 Unless otherwise agreed in writing, our prices are quoted in EUR ex works or ex warehouse from which the good is delivered, plus statutory VAT and packing costs. Our invoices are payable immediately without discount. No deduction may be made from the balance unless previously agreed in writing. We retain the right to transmit invoices electronically. We are not obliged to accept cheques or other promises of payment. Their acceptance is always on account of performance. We do not accept payment by bill of exchange.

9.2 We are entitled to make appropriate price adjustments as a result of changes to the cost of raw materials, labour, energy, and other items not anticipated by us and beyond our control. The customer will be given prior written notice of the relevant adjustment. At the same time, the customer will be expressly advised that unless an objection is received in writing within a term of two weeks from the notification of the adjustment, the relevant adjustment will be incorporated into the existing contract between the parties. If the customer objects, each party is entitled to terminate the contract in writing upon giving ten business days' notice. As far as such a price adjustment relates to an increase in the price for deliveries or services, this is not possible within four months after the conclusion of the contract.

9.3 In the case of partial deliveries, each delivery may be invoiced separately. Where no prices have been agreed upon the entry into the contract, the applicable prices are those applicable on the day of the conclusion of the contract.

9.4 Payment is deemed received on the date on which the amount becomes available to us or is credited to our bank account. If the customer is in default, we may charge statutory interest, or at least interest in the amount of 8% p.a. above the respective base interest rate. This does not restrict the right to assert further claims for compensation or design rights.

9.5 We do not pay interest on advance payments or payments on account.

10. Assignment and Right of Retention, set-off

10.1 The customer is entitled to assign his claims arising from the contractual relationship only with our prior written consent.

10.2 The retention of payments or the set-off due to any counterclaims by the customer is not permitted unless these counterclaims are not disputed by us or determined by a non-appealable court judgement.

11. Retention of Title

11.1 Until settlement in full of all our current and future claims arising from the contract is and ongoing commercial relations including any ancillary claims (secured claims), we reserve title to the goods sold (reserved goods). In the case of a current invoice, the reserved property serves as security for our balance claim. Should the retention of title require

the customer's cooperation, the customer is obliged to undertake the necessary acts of cooperation at its own expense.

11.2 The reserved goods may neither be pledged nor transferred by way of security to third parties prior to the settlement of the secured claims in full. The customer must immediately notify us in writing if and to the extent that third parties obtain access to the reserved goods (e.g. by way of distraints).

11.3 In case the customer acts in breach of contract, in particular in case of non-payment of the due purchase price, we are entitled, under the statutory provisions, to withdraw from the contract and/or demand the return of the reserved goods on the basis of retained title. The claim for return is not automatically considered to be also a notice of withdrawal from the contract; rather, we are entitled just to demand the return of the goods and to reserve the right of withdrawal. Where the customer does not pay the due purchase price, we may only enforce these rights if we have previously set the customer a reasonable payment deadline or the setting of such a deadline is not required under the statutory provisions.

11.4 Until revocation (see Clause 11.4.3 below), the customer is entitled to dispose, process, or combine the reserved goods in the context of its normal commercial operations. In this case the following provisions also apply:

11.4.1 The reservation of title also extends to the full value of the products arising as a result of the processing, mixing, or combining of the reserved goods, whereby we are treated as the manufacturer. Where the reserved goods are processed, mixed, or combined with goods belonging to third parties and the latter's title right continues to exist, we acquire joint ownership and title pro rata to the invoice values of the goods that have been processed, mixed, or combined. Beyond that, the same shall apply to the resulting product delivered under retention of title.

11.4.2 For security purposes the customer hereby assigns us the claims against third parties arising from the further sale of the reserved goods or of the product it was processed in its entirety or with in the amount of any share in the joint property in accordance with the preceding paragraph. We accept such assignments. The customer's obligations described in Clause 11.2 continue to apply in view of the assigned claims.

11.4.3 In addition to us, the customer also remains authorised to collect the receivables. The authorization of the customer to further dispose of the reserved goods and collect receivables may be revoked by us with immediate effect if the customer is in default with the fulfilment of his obligations under this or any other contract in whole or in part, is in payment difficulties due to a significant deterioration in his financial situation, does not properly fulfil his contractual obligations to us or otherwise fails to fulfil our contractual obligations or if our security interest is otherwise jeopardized. If insolvency proceedings are applied for against the customer's assets, all payments are suspended, a list of assets is submitted in accordance with 47 (2) EO or a change in the ownership of the customer's company occurs in connection with payment difficulties, the authorization to resell and collect the receivables assigned to us shall expire automatically. The customer is obliged to disclose the debtors of the assigned receivables as well as to notify the debtors of the assignment upon our first written demand.

11.5 The customer shall store the items subject to our (co-)ownership with the care of a prudent businessperson for us free of charge and is obliged to insure them at his own expense against fire, burglary, and other customary risks. If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense

11.6 Where the realisable value of the existing securities exceeds our claims against the customer by more than 10%, we will release securities of our choice upon the customer's request.

12. Limitation Periods

12.1 The general limitation period for claims arising from material defects and defects of title is one year from delivery. Mandatory statutory suspension or interruption provisions remain unaffected by this. If shipment, installation, or commissioning of the delivery is delayed through no fault of our own, the limitation period shall expire no later than 12 months after our notification of readiness for shipment and performance I dispatch or service. Insofar as acceptance has been agreed, the limitation period runs from the date of acceptance.

12.2 However, if the delivery item is a building or an item which, in its normal application, is used in construction and caused defects in the building (building material), the limitation period is three years from delivery.

12.3 The above limitation periods under the law relating to the sale of goods also apply to contractual and non-contractual claims for damages asserted by the customer based on a defect in the goods unless the application of the normal statutory limitation period lead to a shorter limitation period. Longer limitation periods that are required by statutory law remain unaffected.

13. Industrial Property Rights

13.1 If we have been commissioned on the basis of drawings and plans provided by the customer, the customer is liable for the non-existence of colliding industrial property rights, copyrights, or other third-party rights, that no third-party intellectual property is infringed and that no statutory or official prohibitions are breached.

13.2 The customer is obliged to indemnify us against all claims brought against us by third parties as a result of or in connection with the delivery. This indemnity obligation covers all expenditure incurred by us due to or in connection with any claim asserted by a third party.

14. Confidentiality, data protection

14.1 All information, recipes, drawings, models, tools, technical records, process methods, software and other technical and commercial know-how made available by us or obtained from the customer, as well as work results obtained in connection with them, irrespective of whether they are marked as confidential or not (hereinafter "confidential information") must be kept secret from third parties by the customer and may not be used in the customer's own business for purposes that go beyond the specific purpose of the contract concluded with us and are only made available to those persons who must have knowledge of the confidential information within the framework and who have been obliged to maintain confidentiality in accordance with this provision. All knowledge, information, and inventions of a technical and commercial nature - with the exception of advertising material - which we make available to the customer in the scope of the business relationship, in particular cost estimates, drafts, design drawings, experience reports, process descriptions and material analyses, are confidential and may not be changed, reproduced, or made directly or indirectly accessible to third parties without our consent. The customer is also not entitled to reverse engineer deliveries and products without our consent. The customer may not register a property right (e.g., patent, utility model, design patent, etc.) for these himself or give third parties the opportunity to do so. Otherwise, the customer shall be liable for all damage incurred by us as a result. With regard to the protection of trade secrets in accordance with Section 3 of the UWG (§§ 26a ff UWG), the customer acknowledges that the confidentiality measures taken by us are appropriate

14.2 The obligation to maintain secrecy shall also apply beyond the duration of the business relationship, unless and to the extent that the customer can prove that the confidential information was already known to him at the time of its receipt or that it was in the public domain or later became publicly known through no fault of his own. We reserve all proprietary rights and copyrights to documents disclosed by us.

14.3 All drawings and other documents provided by us for quotations must be returned to us at our request at any time and in any event if the order is not placed with us, at the latest on termination of the supply relationship. Any kind of license concerning confidential information requires a written agreement. The customer has no right of retention in respect of confidential information or related documents or materials.

14.4 Where personal data is processed, we comply with data protection legislation. In this case, details of the data collected and how it is processed can be found in a privacy statement provided by us or in a separate data processing agreement. Further information on the processing of personal data is also available at any time on our website at <https://www.eagleburgmann.at/de/datenschutzerklaerung-website-webshop>.

14.5 The contractually agreed protection of confidential information in accordance with this Clause 14 is independent of and in addition to the applicable statutory provisions on information protection. The obligation to maintain confidentiality shall also apply beyond the duration of the business relationship as long as and insofar as the customer cannot provide proof that the confidential information was already known to him at the time it was obtained or that it was in the public domain or became public knowledge later through no fault of his own. We reserve all property rights and copyrights to documents disclosed by us.

15. Compliance; Export controls

15.1 With regard to the existing business relationship with us, the customer undertakes to comply with all laws applicable to it as well as the specifications in compliance codes or other codes notified to it by us. This includes, in particular, not to deal with or otherwise cooperate, neither directly nor indirectly, with any terrorist or terrorist organisations or any other criminal or anti-constitutional organisations and to establish appropriate organisational measures to implement applicable embargoes, the European regulations against terroristic and criminal acts and the respective requirements under US law

and/or any other law applicable to the business relationship, in particular by implementing adequate software systems. Once the goods left our relevant premises, the customer is solely responsible to ensure compliance with the provisions cited above and will indemnify us against claims and costs (including reasonable legal and consultancy fees or court fees or fines resulting from the said legal breaches) based on a legal breach in this respect on the part of the customer, its affiliated company or employees, representatives and/or vicarious agents, unless the customer is not responsible for it.

15.2 We refer to the fact that the validity of our offer or the customer's order is subject to the issuance of a necessary export permit by the authorities. An agreed delivery date is also subject to the availability of an export permit. Therefore, when placing the order the customer should take into account that this could lead to postponement of delivery dates that are beyond our control. In case of any subsequent export the customer is solely responsible to comply with the relevant export control provisions, e.g., the verification of the recipient or end user. For the export to embargo countries, the foreign trade law requirements must be observed by the customer.

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

16.1 These DPTC and the entire legal relationship between us and the customer shall be governed exclusively by Austrian law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and other bilateral or multilateral treaties for the purpose of unifying international sales is excluded.

16.2 The place of performance for all rights and obligations arising from the contractual relationship, in particular from our deliveries, is the relevant site from which the delivery is made. The exclusive place of jurisdiction for all rights and obligations arising from the contractual relationship with the customer is the competent court for our registered office. We are, however, also entitled at our discretion to sue the customer at any other general or particular legal venue in accordance with the applicable law.

16.3 Where the customer has its registered office outside the Republic of Austria, then we are additionally entitled, at our discretion, to have all claims, disputes or differences of opinion arising from the business relations with the customer, excluding the ordinary jurisdiction of state courts, to be finally decided by arbitration in accordance with the Arbitration Rules of the Chamber of Industry and Commerce for Munich and Upper Bavaria (IHK Munich). The seat of the arbitral tribunal shall be in Munich. The arbitration will be conducted in English. The law of the Republic of Austria shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

16.4 Written form: For any changes to our contracts or our general terms and conditions, the written form is expressly agreed, the same applies to the agreement to depart from the written form.

Status: 10/2023

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