



1. Scope of Application | Formal Requirements | Offers | GTCs of the Contracting Parties

- 1.1. We conclude contracts exclusively based on these General Terms and Conditions (GTC), regardless of the type of legal transaction. These terms and conditions do not apply to legal transactions within the meaning of § 1 KSchG (Consumer Protection Law). All our declarations, in particular our declarations of intent, are to be understood based on these GTC. Deviations therefrom require the written form.
- 1.2. Our offers are non-binding and subject to change. Verbal promises, collateral agreements, etc. that deviate from the GTC or our other written declarations of intent, especially those made by sellers, deliverers, etc. are not binding on us. The content of brochures, technical descriptions, etc. used by us shall not become an integral part of the contract unless explicitly referred to in writing.
- 1.3. General terms and conditions, conditions of purchase or delivery, etc. of our contractual partners shall not be binding on us, even if we have not expressly objected to their application. The content of the brochures, technical descriptions, etc. of our contractual partners which come to our attention shall be binding for them unless this is expressly objected to in writing directly addressed to us, at the latest at the time at which we become aware of this.

2. Delivery

- 2.1. We deliver "ex-works" ("EXW") in accordance with Incoterms 2020, the application of which is hereby expressly agreed to unless otherwise stated in the General Terms and Conditions, and by our choice from one of our plants, which we announce at the latest when we notify our contractual partner that the delivery is available.
- 2.2. Only delivery dates promised in writing are binding. However, if we are prevented from timely delivery due to operational disruptions of any kind, hindrance due to strike or lockout in our plant as well as due to influences of force majeure or other circumstances unavoidable to us, we shall be released from our delivery obligation. In such cases, we are entitled to withdraw from the contract without any liability for damages or to deliver to our contractual partner as soon as possible. We will notify our contractual partner of such circumstances without delay.

3. Transfer of Risk

- 3.1. The transfer of risk shall be governed by the provisions provided for this purpose in the agreed Incoterms 2020 for deliveries "ex-works" ("EXW").

4. Terms of Payment | Assignment | Offset

- 4.1. Unless otherwise agreed, our invoices are due for payment from the date of issue. Unless otherwise agreed, the deduction of a cash discount is not permitted. In any case, a discount is not allowed if older invoices due for payment have not been paid in full. We are entitled to credit incoming payments to the oldest outstanding receivables, irrespective of any dedication of the payment by the debtor.
- 4.2. In the event of default in payment, we shall be entitled to charge at least 10% default interest p.a. from the due date. Further claims, such as the claim to a higher statutory interest in particular or higher interest from the title of damages, shall remain reserved.

- 4.3. All costs and expenses incurred by us from the reminder or the collection of due payments, such as costs of a collection agency, lawyer's fees, court fees in particular, etc. shall be reimbursed to us by the debtor.

5. Retention of Title

- 5.1. All goods delivered by us remain our property until all claims against our contractual partners have been settled in full.
- 5.2. If our contractual partner processes or works on the goods delivered by us before all our claims have been satisfied, he does not acquire ownership thereof. We shall acquire co-ownership of the new item thus created in the ratio of the value of the goods delivered by us to the other processed goods at the time of processing or treatment.
- 5.3. If we exercise our right of ownership, we are entitled to collect the goods delivered by us from any place at any time without notice. If we take back items in the exercise of our right of ownership, we will credit our contractual partners with their net value minus a deduction of 50 percent.
- 5.4. Our contracting party is not entitled to transfer the goods delivered by us to third parties, whether for consideration or free of charge without our explicit consent, which shall be given separately in each case before all our claims have been satisfied.
- 5.5. If our contractual partner disposes of the items owned by us before all our claims have been fulfilled, in contravention of these provisions or even with our expressive consent, he shall assign already upon conclusion of the contract with us, all claims against third parties arising therefrom to us.
- 5.6. The purchaser shall, in any case, inform third parties in a suitable manner of our right of ownership and notify them of the assignment of all his claims to us. If we process or work on the goods delivered to us before all our obligations have been fulfilled, our contractual partner, therefore, cannot acquire co-ownership or retain ownership rights to the new item thus created.

6. Warranty | Compensation | Product Information

- 6.1. Any defects in the goods delivered by us must be reported immediately in writing. Otherwise, there is no claim for warranty or damages. Warranty claims or claims for damages against us also presuppose that the goods delivered by us reach the final customer in their original packaging and with the instructions for use and other information provided by us as well as their use.
- 6.2. In the event of the existence of defects of any kind, including the delivery of shortages or wrong goods, we are entitled to subsequently improve the goods, to (partially) replace them or to deliver shortages. Our contractual partner is only entitled to withdraw from the contract if he has previously granted us a grace period of at least 14 days in writing.
- 6.3. Claims for damages may only be asserted against us if we have caused damage by gross negligence or willful misconduct. In any case, any claims for damages can no longer be asserted if more than 10 years have elapsed since the date of our delivery or other actions which were intended to serve the complete fulfillment of our contractual obligations. If shorter periods are provided by law within which claims are to be asserted against us, such as in particular limitation periods, these shall apply. Notwithstanding the above, we are only liable for damages up to a maximum amount of EUR 2,000,000.00 (in words two million Euros).

- 6.4. Our products meet all requirements to be placed on the market in Austria. We will be pleased to provide the certificates (certificates of conformity) available to us for this purpose and for other countries, in which this also applies, to our contractual partners on request against reimbursement of the costs incurred by us in this connection. As far as our contractual partner intends to market our products in countries in which certificates are required or technical inspections of our products are necessary which we do not have or which we have not arranged, our contractual partner is solely responsible for ensuring that our products may be marketed there. Upon request and against reimbursement of the costs incurred by us in this connection, we are pleased to assist him in this respect.
- 6.5. Our products are mostly equipped with rechargeable batteries, which are usually fully charged before delivery. When the devices are not used, the rechargeable batteries continuously discharge. If they are stored for a longer period, they must be recharged to prevent a so-called deep discharge. If this is not done, we do not assume any warranty for the devices or any liability for damage caused by this.
- 6.6. Our products equipped with rechargeable batteries must not be stored or kept at temperatures above 40 degrees Celsius. This may cause irreparable damage to the batteries and the devices. In case of improper storage, we, therefore, do not assume any warranty for the devices or any liability for damages thereby caused.

7. Security | Sett-off

- 7.1. All securities granted to us may be claimed by us for all our open claims, irrespective of any dedication of the same, such as in particular bank guarantees, bills of exchange, rights of lien, sureties, etc.
- 7.2. The offsetting of any claims existing against our claims is not permitted.

8. Severability Clause

- 8.1. Should individual provisions of the GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of the GTC.

9. Jurisdiction | Place of Performance | Choice of Law | Language

- 9.1. For all disputes arising from and in connection with contracts concluded by us, the exclusive jurisdiction of the court having subject-matter jurisdiction for the place of our registered office is agreed upon. We reserve the right to choose another place of jurisdiction provided for by law for actions against our contractual partners.
- 9.2. The place of performance is always the registered office of our company.
- 9.3. The law applicable at our registered office shall apply, excluding the reference norms of international private law and excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 9.4. Only the German version of the GTC is binding. Translations thereof, the English version, are for convenience only. In case of differences between the German version and translations thereof, the German version shall prevail.

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