

**GENERAL Terms and Conditions of HAGE
Sondermaschinenbau GmbH
(Last updated November 2023)**

1. Scope and validity

- 1.1 All deliveries, services and offers by HAGE Sondermaschinenbau GmbH (hereinafter referred to as "HAGE") are made exclusively on the basis of these General Terms and Conditions ("GT&Cs"), which can be accessed at any time at www.hage.at. These GT&Cs will apply to all current and future business relations between HAGE and the buyer/client/plant purchaser (hereinafter referred to as "Customer") in the version valid at the time of conclusion of the contract. These GT&Cs will (exclusively) apply by the receipt of the product or service at the latest.
- 1.2 The contracting parties agree that the general terms and conditions or other terms and conditions of the Customer will not apply. This will also apply if the contractual partner refers to its own terms and conditions of business or purchase by means of counter-confirmations or in any other way.
- 1.3 Any changes, deviations or additions must be made in writing. However, no rights or obligations are modified, revoked or justified solely due to conduct that deviates from the written content of the GT&Cs. The GT&Cs will take precedence over any regulations contained in the order confirmation of HAGE or in separately negotiated contracts which deviate from or supplement the GT&Cs.
- 1.4 Insofar as HAGE provides deliveries of plant and/or goods in the area of system/special machine design and construction, the present GT&Cs will be supplemented by the Delivery/Assembly Conditions of HAGE Sondermaschinenbau GmbH ("DACs"), which can be accessed at any time at www.hage.at.
- 1.5 Changes or updates to the GT&Cs will be notified to the Customer in writing and will be deemed to have been agreed upon if the Customer does not object to the amended GT&Cs in writing within 14 days; the consequence of non-objection will be expressly pointed out in the notification.

2. Conclusion of contract

- 2.1 An order will be deemed to have been accepted upon delivery of the written order confirmation by HAGE.
- 2.2 If the order confirmation deviates from the order, the contract will be concluded in this case by the Customer returning the counter-signed order confirmation or sending written consent.

3. Transfer of risk, place of performance

- 3.1 The risk of loss or damage to the delivery item will pass to the Customer in accordance with the agreed commercial clauses, which will be interpreted in accordance with the INCOTERMS valid at the conclusion of the contract.
- 3.2 In the absence of a separately agreed delivery clause, delivery is "ex works" (EXW).
- 3.3 Any type of risk of loss or damage to the plant or delivery item which does not fall under Paragraphs 3.1 or 3.2 will pass to the Customer upon acceptance of the plant or commissioning ready for production at the latest.
- 3.4 The place of performance for all services, payments and deliveries is the headquarters of HAGE Sondermaschinenbau GmbH, Hauptstrasse 52e, 8742 Obdach.

4. Offers, prices and payment terms

- 4.1 Unless otherwise agreed in writing, offers and cost estimates are generally subject to change without notice and are not binding.
- 4.2 Offers, including the accompanying inserts, drawings and samples, are the property of HAGE. Third parties may only be informed of the content of the offer with the prior written consent of HAGE, and no improper use of an offer, including any inserts, drawings or samples, may take place.
- 4.3 Unless otherwise agreed, all prices are net plus applicable statutory value added tax.
- 4.4 Unless otherwise agreed in writing, the fee invoiced by HAGE will be due for payment within 30 days from the date of invoice without deduction. The deduction of a discount will require a separate written

agreement.

- 4.5 Claims of HAGE cannot be set off with counterclaims of the Customer of any kind, unless the claim to be set off is an undisputed or legally established claim from the same contractual relationship, or HAGE has previously given express consent to such a set-off in writing.
- 4.6 Irrespective of the means of payment used, any payment will not be deemed to have been made until the full amount is irrevocably credited to HAGE's account.
- 4.7 In the event of a delay in payment, HAGE is naturally entitled to claim the statutory interest in the amount of 9.2% above the base interest rate from the due date. The Customer is also obliged to reimburse HAGE for dunning and collection expenses necessary for the relevant legal proceedings as well as agreed lawyer costs. This does not affect the assertion of claims that exceed this limit.
- 4.8 In the event of a delay in payment, HAGE will also be entitled, after written notification to the Customer, to cease the fulfilment of its own contractual obligations until payment has been received. Any delivery and completion deadlines will therefore be suspended until payment of the arrears.
- 4.9 If the Customer is more than 30 days in arrears, HAGE may withdraw from the contract by written notice and demand compensation from the Customer for the damage incurred including lost profit.

5. Time of delivery and performance

- 5.1 Binding (delivery) dates and deadlines require a written agreement with the wording "binding delivery date".
- 5.2 Insofar as a delay is predominantly due to
 - force majeure according to Section 6,
 - changes in accordance with Section 8, or
 - the justified interruption of performance or omission of preliminary services,
 - or any other action or omission of the Customer
 - the justified interruption of fulfilment/performance by HAGE due to qualified delay in payment by the Customer
 HAGE, in any case, will be entitled to an extension of the completion period appropriate to the circumstances in question. This provision applies regardless of whether the reason for the delay occurs before or after the agreed completion date.
- 5.3 If the production or delivery of the plant is delayed for reasons for which the Customer or one of its contractual partners, but not HAGE, is responsible, the Customer will compensate HAGE for
 - all waiting times and additional travel times, including additional trip fees and travel costs of assembly staff;
 - additional costs and additional work (e.g. dismantling, securing and setting up the assembly equipment, longer keeping of the equipment at the assembly site)
 - additional financing and insurance and/or storage costs
 - other causal costs.

6. Force majeure

- 6.1 Each party will be entitled to cease the performance of its contractual obligations to the extent that such performance is rendered impossible or unreasonably difficult by the following circumstances: industrial conflicts and all circumstances independent of the party's will, such as fire, war, general mobilisation, insurrection, requisition, seizure, embargo, restrictions on energy consumption and faulty or delayed delivery by subcontractors, regardless of fault.
- 6.2 If a circumstance listed above occurs before or after the conclusion of the contract, it will only entitle a contracting party to cease the fulfilment of the contractual obligations insofar as its effects on the fulfilment of the contract were not yet adequately foreseeable at the time of conclusion of the contract.
- 6.3 The party invoking force majeure will immediately notify the other party in writing of the occurrence and end of such circumstances.

- 6.4 If force majeure prevents the Customer from fulfilling its contractual obligations, it will compensate HAGE for the costs incurred to secure and protect the plant/delivery item.
- 6.5 Notwithstanding all the effects set forth in these General Terms and Conditions, both parties have the right to withdraw from the contract by written notice to the other party in the event of an interruption of performance of more than six months due to force majeure.
- 7. Legal regulations, standards and official permits**
- 7.1 HAGE will perform its services in accordance with the relevant technical standards applicable in Austria, unless otherwise expressly agreed in writing.
- 7.2 Unless otherwise agreed, official permits and other third-party approvals required for the execution of the contract will be obtained exclusively by the Customer and the costs will be borne by the Customer.
- 8. Changes**
- 8.1 If one of the contracting parties considers changes to agreed services necessary, it must inform the other party in writing and in detail as soon as possible.
- 8.2 The Customer will be notified in writing whether and, if necessary, how a desired change can be made.
- 8.3 Insofar as the planned change increases the agreed price or renders additional services/material or an extended delivery time or the like necessary, HAGE will request the Customer to approve the changed terms in writing. Otherwise, no change in execution will take place.
- 9. Pre-shipment check**
- 9.1 Unless agreed otherwise, HAGE is not obligated to perform a check before shipment. Insofar as HAGE should assume such an obligation, such tests will be deemed to have been agreed prior to dispatch at the place of manufacture and during normal working hours.
- 10. Retention of title**
- 10.1 Each delivery item/goods/plant will remain the property of HAGE until all outstanding invoice amounts plus interest and costs have been paid in full and may therefore not be pledged, assigned to a third party or resold by the Customer for security or otherwise.
- 10.2 HAGE is entitled to make its title of ownership known at any time. The Customer must comply with the necessary formal requirements to safeguard the retention of title.
- 10.3 Insofar as the legal provisions of the country to which the goods subject to retention of title are delivered provide special conditions for the effective establishment of a retention of title (e.g. register entry), the contractual partner will take the appropriate precautions for the effective establishment of the retention of title and will provide HAGE with appropriate proof of the registration.
- 10.4 If the legal provisions of the country to which the goods subject to retention of title are delivered do not provide for a retention of title, but instead provide for similar rights, HAGE may exercise all rights of this kind.
- 10.5 In the event of seizure or other claims, the Customer is obliged to assert HAGE's right of ownership and to notify them immediately.
- 10.6 The retention of title does not affect the provisions on the transfer of risk according to Section 3.
- 11. Warranty**
- 11.1 HAGE will provide warranty for any defect demonstrably present at the time of handover which is due to a fault for which HAGE is responsible in the design, material or execution of the goods, plant or deliveries supplied by it.
- 11.2 If a contractual item is prepared or assembled by HAGE on the basis of design specifications, drawings, models or other specifications of the contractual partner, HAGE will only provide warranty for execution in accordance with the specifications.
- 11.3 Under the other conditions, warranty claims exist only for defects that are present at the time of handover. This must be proven by the Customer. A presumption of defectiveness within the meaning of Section 924 Austrian General Civil Code is excluded. In any case,

- liability for normal wear and tear is excluded. By signing the handover protocol or delivery note, the Customer confirms the absence of defects with regard to defects that were recognisable at that time or that the Customer should have recognised.
- 11.4 Unless special warranty periods have been agreed for individual delivery items, the warranty period will be 12 (twelve) months. The warranty period will commence upon collection of the contractual item by the Customer or delivery or fulfilment of the contractual item or – if the Customer is in default of acceptance – upon HAGE's readiness to perform.
- 11.5 HAGE's warranty is limited to defects that occur within six months of acceptance of the plant or delivery. If the daily operating time of the plant/delivery item exceeds the agreed or customary industry timeframe, this period will be shortened appropriately.
- 11.6 For improved or replaced parts, the warranty period begins anew, but ends – to the extent permitted by law – 3 (three) months after the original warranty period expires.
- 11.7 For warranty work in the Customer's premises, the necessary auxiliary staff, lifting devices, scaffolding and small materials etc. must be provided free of charge by the Customer.
- 11.8 **Obligation to give notice of defects:** The Customer must immediately inspect the plant or the delivery item and notify HAGE of any defect immediately and in writing within 14 days at the latest, otherwise the plant/delivery/goods will be deemed to be approved. Any notification of defects must describe and document the defect in concrete and detailed terms.
- 11.9 If the Customer does not notify HAGE of the defect in due time and in due form, it cannot assert any claims arising from the warranty, compensation for damages due to the defect, or from an error regarding the absence of defects in the goods. Any warranty obligation will be rendered void if modifications or conversions are made to the delivery item/plant by the customer or third parties without the written consent of HAGE.
- 11.10 If the defect could cause damage, the Customer must immediately notify HAGE in writing, otherwise the Customer bears the risk for all damage resulting from a failure to notify HAGE.
- 11.11 Upon receipt of the notification of defect, HAGE will perform a defect assessment as soon as possible. The warranty remedy is, in essence, the responsibility of HAGE, whereby, in the case of defects which can be remedied by economically reasonable means, a remedy is pursued as far as possible, unless it is a minor defect, for which a price reduction is more appropriate.
- 11.12 The rectification of the defect will preferably be carried out at the place of installation within a reasonable period of time; however, HAGE will have the discretion to have the defective part or the delivery item returned for the purpose of defect remedy, repair or replacement. If work is carried out to remedy a defect at the installation site, the Customer will bear the (provision) obligations contained in the DAC (Section 4) at its expense – in particular those concerning the enabling of timely and safe completion of rectification including the provision of all necessary tools, lifting devices, machines and devices including consumables.
- 11.13 In the event that the delivered goods have been installed or attached to another object, HAGE is not obliged to remove and install the delivered object.
- 11.14 The Customer must ensure, at its own expense, the removal and installation of equipment that does not belong to the plant/delivery item, insofar as this is necessary for the correction of the defect.
- 11.15 If the plant is not located at the installation site, the Customer will bear all additional costs incurred by HAGE in rectifying defects.
- 11.16 Replaced defective parts will be made available to HAGE and will become the property of HAGE.
- 11.17 If HAGE fails to comply with its obligations to remedy the defect within a reasonable period of time, the Customer may set a final grace period within which HAGE must comply with its obligations in writing.
- 11.18 If HAGE does not fulfil its obligations within this period, the Customer may carry out the necessary repairs itself or have them carried out by a third party at the expense and risk of HAGE. If the repair has been successfully carried out by the Customer or a third party, all claims of the Customer with regard to this defect against HAGE will be settled with reimbursement of the reasonable costs incurred for the rectification.

- 11.19 If an attempt to make improvements by the Customer itself fails definitively,
- the Customer may demand a price reduction corresponding to the reduced value of the plant/delivery item, which, however, may in no case exceed more than 15%; or
 - if the defect is so fundamental that the Customer loses interest in the contract, it may withdraw from the contract after written notification to HAGE. In this case, the latter may demand compensation for the damage incurred by it, amounting to a maximum of 15% of the contract fee.
- 11.20 HAGE will not be liable for defects resulting from materials provided by the Customer or a design stipulated or specified by the Customer. HAGE will only be liable for those parts of the delivery item/plant that HAGE has purchased from the subcontractor stipulated by the Customer within the scope of the warranty claims HAGE itself is entitled to against the subcontractor.
- 11.21 If the product/plant is manufactured by HAGE on the basis of design specifications, drawings or models of the Customer, the liability of HAGE does not extend to the correctness of the design, but only to the fact that the execution was carried out in accordance with the specifications of the ordering party/Customer. In such cases, the Customer must also indemnify and hold HAGE harmless in the event of any infringement of industrial property rights. If the product to be manufactured by HAGE is used for the production of a series or bulk product, HAGE will not be liable for the quality or correctness or functionality of the sample (sample part).
- 11.22 HAGE will only be liable for defects that occur under the contractually stipulated operating conditions and in the proper use of the plant/delivery item and accordingly will not be liable for defects that are based on poor maintenance or faulty repair by the ordering party/Customer or on modifications carried out by the latter without the written consent of HAGE.
- 11.23 Finally, the liability of HAGE does not, by its nature, extend to normal wear and tear, deterioration, or damage caused by third-party actions, atmospheric discharges, electrical surges, chemical influences or the like.
- 11.24 In the event of acceptance of repair orders or changes or conversions of old and third-party goods or delivery of used goods, HAGE assumes no liability in principle.
- 11.25 If the Customer has sent notification of a defect and no defect is found for which HAGE is liable, the Customer will reimburse the costs incurred by HAGE or the manufacturer as a result of the unjustified complaint.
- 12. Limitation of liability**
- 12.1 HAGE will only be liable for damages that are demonstrably based on intent or gross negligence on the part of the executive bodies or management staff. Only cases of injury to life, body or health, as well as mandatory liability under the Austrian Product Liability Act, will be unaffected by this.
- 12.2 The liability of HAGE in the event of simple gross negligence is – insofar as legally permissible – limited to 25 per cent of the order sum, up to an amount not exceeding €150,000.00. Otherwise, the liability of HAGE is limited to such damage that is typically contractually foreseeable.
- 12.3 Non-compliance with any conditions for assembly, commissioning and use or with the official approval conditions excludes any liability of HAGE from the outset.
- 12.4 HAGE will not be liable in any way for property damage caused by the plant/delivery item after completion if it is in the possession of the Customer. Furthermore, HAGE assumes no liability for damage to the products manufactured by the Customer or to goods that contain a product manufactured by the Customer. Insofar as HAGE is held liable by a third party for such material damage, the Customer will indemnify, defend and hold HAGE harmless. If a third party asserts a claim for damages described in this Section against one of the parties, that party will notify the other party immediately and in writing.
- 12.5 In any case, HAGE will not be liable – to the extent permitted by law – for indirect damages, consequential damages, loss of profit, loss of savings, loss of contract, damages arising from business

interruptions/production losses, damages arising from third-party claims, financing costs/interest losses, costs for replacement energy, loss of energy/data or information, pure pecuniary damage or other indirect damage.

- 12.6 If contractual penalties have been agreed, any further claims from the same title are generally excluded.
- 12.7 HAGE will not be liable for third parties acting on behalf of the Customer, even if they have been selected or proposed by the Customer.

13. Disputes and applicable law

- 13.1 The competent court at HAGE's registered office will have exclusive jurisdiction over all disputes arising from the contract, including those relating to its existence or non-existence. HAGE will also be entitled to take legal action at the general place of jurisdiction of the contractual partner.
- 13.2 HAGE is also entitled to have any disputes finally settled by referral to an arbitration tribunal under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with these Rules. In this case, the arbitration will take place at the location of the arbitration tribunal in Vienna.
- 13.3 The contract will be governed by Austrian law to the exclusion of the conflict of law provisions. The application of the United Nations UNCITRAL Convention on Contracts for the International Sale of Goods is excluded.

14. Severability clause

If individual provisions of the contract or of these provisions are ineffective, the validity of the remaining provisions will not be affected. The invalid provision will be replaced by a valid provision that comes as close as possible to the intended objective.

Obdach, on 07/11/2023