

Delivery/Assembly Conditions of HAGE Sondermaschinenbau GmbH (Last updated November 2023)

1. Scope and validity

- 1.1 The present Delivery/Assembly Conditions of HAGE Sondermaschinenbau GmbH (hereinafter referred to as "HAGE") supplement the HAGE General Terms and Conditions ("GT&Cs") in all goods and plant deliveries, assemblies, repairs and other services of any kind in the field of system and system component construction.
- 1.2 HAGE therefore provides all deliveries and services within this field exclusively on the basis of the GT&Cs, supplemented by the following Delivery/Assembly Conditions (hereinafter referred to as "DACs") in the version valid at the time of conclusion of the contract.
- 1.3 Changes, deviations or additions must always be made in writing. However, no rights or obligations are modified, revoked or justified solely by conduct that deviates from the written content of these regulations.
- 1.4 The DACs take precedence over regulations deviating from or supplementing the DACs contained in the HAGE order confirmation or in separately negotiated contracts. The GT&Cs form a single entity with the present DACs, whereby in the event of any unintended contradictions, the DACs take precedence over the GT&Cs as a special regulation.

2. Drawings, descriptions, official permits

- 2.1 Insofar as drawings, information, instructions or descriptions are included in the order as per the order confirmation and such inclusion is necessary to enable the commissioning, use and maintenance of a plant/delivery item created by HAGE, HAGE will make this available to the customer in a simple version free of charge by the time of acceptance at the latest. Without separate agreement, however, this obligation does not include the procurement of workshop drawings for the delivery item, for spare parts, or documents in editable file format.
- 2.2 If either party provides drawings and technical documentation to the other party before or after the conclusion of the contract, these will always remain the intellectual property of the providing party, unless otherwise agreed in writing. If a party receives drawings, technical documents or other technical information, these are subject to the relevant legal provisions (industrial property rights, copyright, competition, etc.) and requires the consent of the other party to use them for any purpose other than that specified in the agreement. In any event, parties receiving such drawings, technical documents or other technical information may not use, copy, reproduce, transmit, or make available, publish or use them in any way for any other purpose without the consent of the providing party.
- 2.3 If HAGE acts on the basis of design documents, drawings, technical documents, models or other technical information of the customer, the customer will fully indemnify HAGE in the event of any infringement of industrial property rights.
- 2.4 Unless otherwise agreed, the customer must independently obtain all necessary approvals and official permits and must provide any necessary safety certification. HAGE and the customer will jointly endeavour to discuss the applicable regulations, with the customer being solely liable for the completeness and correctness of the latter.

3. Pre-shipment check

- 3.1 HAGE is not obliged to inspect the goods prior to dispatch unless agreed otherwise. In principle, such checks are only carried out at the

- place of manufacture and during normal working hours. In addition, the following applies to shipping checks:
- 3.2 If neither the quote nor the order confirmation contain any reference to the provisions on technical requirements to be applied by the customer, the standards applied in Austria and the general practice of the relevant industry in Austria will apply for all checks and designs.
 - 3.3 HAGE will inform the customer in writing in good time about the time and place of such checks so that the customer may be present or send a representative. If neither the customer nor a representative sent by the customer attends the check despite verifiable communication, HAGE will provide the customer with a written check report, the accuracy of which will not be open to dispute.
 - 3.4 If the delivery item proves to be defective during the checks, HAGE will remedy any defects that can be remedied with economically justifiable expense within a reasonable period of time in order to establish the condition in accordance with the contract. The decision as to whether the checks should be repeated rests with HAGE.
 - 3.5 HAGE will bear the costs incurred by it for the checks carried out at the place of manufacture. The customer will bear all its own travel and living expenses in connection with such checks, as well as the costs of any representative.

4. Preliminary work and manufacturing conditions

- 4.1 Insofar as such preliminary work is to be undertaken by the customer, HAGE will, if necessary, supply the drawings necessary to erect suitable foundations in order to bring the delivery item and the necessary equipment to the location at which the delivery item is to be installed and in order to establish all necessary connections to the plant.
- 4.2 The customer undertakes to make all equipment available in good time (e.g. cranes, hoists, etc.) and to ensure that the conditions required for the assembly and perfect use of the delivery item are fulfilled and the preliminary work to be undertaken by it or third parties has been completed.
- 4.3 The customer must carry out, or have carried out, such preliminary work in accordance with the drawings or instructions supplied by HAGE and completed in good time so that assembly by HAGE is possible at the installation date and any foundations can bear appropriate loads at the installation date. If the customer is responsible for transporting the delivery item to the installation location, it must also ensure that it arrives on time.
- 4.4 The customer will ensure that:
 - ▶ HAGE staff can start work according to the agreed schedule and carry out it during normal working hours. The work may be performed outside normal working hours, provided that HAGE deems this necessary and the customer has been informed of this in writing within a reasonable period of time,
 - ▶ it notifies HAGE in writing of all relevant safety regulations that apply at the installation location in good time prior to the start of assembly. No assembly will be carried out in an unhealthy or dangerous environment. The delivery period will be suspended until a safe working environment is established. All necessary safety and protective measures must be taken prior to the start of assembly and maintained during assembly,
 - ▶ HAGE staff have access to sanitation and medical care that meets international standards,

- ▶ it provides HAGE with all necessary cranes, lifting equipment and means of transport within the installation site, additional equipment, machines, materials and the measuring and testing equipment available at the installation site, free of charge and on time. Before the start of the installation, HAGE will inform the customer of the cranes, lifting equipment, measuring and testing equipment and means of transport required within the installation site,
 - ▶ the access routes to the installation site are suitable for the necessary transport of HAGE's delivery item, parts or equipment,
 - ▶ it makes the necessary operating materials (petrol fuels, oils, greases and other materials) and water, electricity, gas pressure and steam connections available to HAGE at its own expense and that the installation site is sufficiently heated and illuminated.
- 4.5 The customer will bear all costs resulting from its obligation to provide services alone.

5. Failure to provide advance services

- 5.1 Binding (delivery) dates and deadlines require written agreement. If the customer can foresee that it cannot comply with its obligations above, it must inform HAGE of this immediately in writing, stating the reason, and, if possible, the time at which it will be able to fulfil its obligations.
- 5.2 The customer will compensate HAGE appropriately for all costs caused by any non-performance or delay for which the customer is responsible.
- 5.3 If the customer does not fulfil its obligations without errors, in full and in due time, the following will apply:

In such a case, HAGE will be entitled, at its own discretion:

- ▶ to perform the obligations of the customer itself at the customer's expense, at its sole discretion, or have them fulfilled by a third party, or take other measures appropriate in the circumstances to avoid or limit the effects of the non-performance, in particular any additional causal costs.
- ▶ to announce that it will pause its work with immediate effect, thereby extending all possible delivery and service periods by the time of the justified interruption of service, and to issue an invoice with immediate effect due on the invoice date with regard to all services rendered. In the event that the delivery item is not located at the installation site, HAGE will arrange for the storage of the delivery item at the customer's risk and expense and, upon request, insure the delivery item for its customers.
- ▶ to withdraw from the further fulfilment of the contract in whole or in part, within a reasonable time frame, and to issue a final invoice, whereby the customer - insofar as its delay or the non-fulfilment is not due to force majeure as defined in Section 6 of the GT&Cs - is additionally liable for non-fulfilment damages up to the order value.

6. Acceptance tests

- 6.1 Insofar as this corresponds to the service content specified in the order confirmation, acceptance tests must be carried out after completion of assembly in order to determine whether the plant complies with the contractual provisions with regard to acceptance. If a circumstance listed above occurs before or after the conclusion of the contract, it will only justify cessation of the fulfilment of contractual obligations insofar as the effects of this circumstance on the fulfilment of the contract were not foreseeable at the time of conclusion of the contract.
- 6.2 HAGE will notify the customer of the acceptance readiness of the plant in writing. This communication contains a date for the acceptance tests.

- 6.3 HAGE will bear the costs incurred by its personnel or representatives from the acceptance test. All other costs are to be borne by the customer alone.
- 6.4 Accordingly, the customer will provide energy, lubricants, water, fuels, raw materials and all other materials at his own expense, insofar as these are necessary for carrying out the acceptance tests and for the adjustments in the preparation of the acceptance tests. It will also build equipment at its own expense and provide the necessary labour or resources to carry out the acceptance tests.
- 6.5 If the customer has received a notification of the acceptance readiness and the planned date and does not comply with its aforementioned cooperation obligations or prevents the execution of the acceptance tests in any other way, the tests will be deemed to have been successfully carried out on the day specified as the date for the acceptance tests in the manufacturer's notice.
- 6.6 Unless otherwise agreed in writing, acceptance tests will be carried out during normal working hours.
- 6.7 HAGE will create a protocol of the acceptance tests and send it to the customer. If the customer does not participate or is not represented in the acceptance tests after it has been demonstrably informed of the acceptance readiness and the acceptance date, it can no longer dispute the correctness of the acceptance report.
- 6.8 If the plant/delivery item proves to be defective during the acceptance tests, HAGE will provide warranty in accordance with the GT&Cs.

7. Acceptance

- 7.1 The plant is accepted,
- a) if the acceptance tests have been carried out successfully.
 - b) if acceptance is deemed to have been successfully carried out as agreed due to the customer's failure to cooperate in the acceptance, unjustified refusal of acceptance or commissioning ready for production.
- 7.2 Acceptance can only be refused by the customer in accordance with the agreement if the performance exhibits defects that significantly impair the agreed use.
- 7.3 The customer is not entitled to use the plant or part of it before acceptance without express written consent. Otherwise, the plant/the delivery item will be regarded as accepted upon commissioning or use and HAGE will in no way be obliged to perform acceptance tests. In this case, the customer waives all warranty claims.

Obdach, on 07/11/2023