

**General Terms and Conditions
of TSCHUDA GmbH
Austria, 8051 Graz, Göstingerstrasse 88
Version 1.4_EN, 2021.06**

1. Scope

- 1.1. The following Terms and Conditions shall apply to all offers and contracts between the Orderer and TSCHUDA GmbH (Hereinafter only called TSCHUDA). These Terms and Conditions, unless otherwise and in individual cases agreed in writing, govern the contractual relationship and derogate previously deviating terms and conditions and shall apply to the entire future business relationship between the parties of the contract.
- 1.2. Any divergent or conflicting purchasing conditions or general terms and conditions of the buyer are hereby expressly contradicted, so that they can not become part of the contract.
- 1.3. However, these Terms and Conditions remain without prejudice to concluding additional agreements in addition to these Terms and Conditions.

2. Terms of Sale and Delivery

2.1. Offers:

Offers submitted by TSCHUDA are generally binding, unless they are expressly called offers for price indication. Illustrations, brand and type information as well as attached drawings are only binding if they are additionally defined within a tender specification that is mentioned in the offer or in the purchase contract.

2.2. Conclusion of contract:

The written form is absolutely necessary for the conclusion of a contract, so that a contract is not considered concluded until the order of the buyer has been confirmed in writing by TSCHUDA or is actually fulfilled by TSCHUDA. Verbal side-agreements have validity only if their effectiveness is confirmed in the form of a commercial letter of confirmation by TSCHUDA.

2.3. Prices and price increases:

The offered base prices are net prices plus alloy surcharge valid at the time of order, ex works AT-8051Graz. The statutory value added tax and other duties or fees prescribed by law or regulation, fees, are added to these prices.

TSCHUDA shall be entitled to increase the offered and contractually agreed prices if, up to the time of delivery, a change occurs in the circumstances on which the price calculation was based at the time the contract was concluded. This applies in particular to the subsequent introduction or increase of taxes, customs duties, public duties, freight and other ancillary fees, which directly or indirectly affect and increase the price of the deliveries made by TSCHUDA.

2.4. Payment:

Unless otherwise agreed in writing within the purchase contract, it is agreed between the contract parties that the payment must arrive at TSCHUDA's bank account within 15 calendar days after the delivery and invoicing or just after invoicing in the case that prepayment before delivery is agreed upon. In case of exceeding the payment deadline, TSCHUDA receives a default interest in the amount of 12% p.a. In the event that a reminder for the outstanding amount will be necessary, TSCHUDA is entitled to charge dunning fees of EUR 25, - plus statutory VAT per reminder.

2.5. Lack of creditworthiness of the Orderer:

In the case of reasonable doubt about the creditworthiness of the Orderer, TSCHUDA is entitled to demand the outstanding claims with immediate effect even despite different agreed payment terms and furthermore TSCHUDA is entitled to withhold outstanding deliveries until TSCHUDA receives the complete payment of the purchase price or irrevocable payment securities or alternatively is entitled to resign from the contract.

If payment in installments or several deliveries with partial invoices are agreed, then any overdue payment, even if only for one installment or partial invoice, is justified as a reasonable doubt about the creditworthiness of the Orderer within the meaning of the sentence above.

Any delay in delivery compared to the originally agreed delivery date that is resulting from lack of creditworthiness can not be used to assert any consequential costs (production stoppages, freight losses, penalties, etc.).

In the event of late payment and in particular in cases of reasonable doubt about the creditworthiness of the Orderer TSCHUDA is entitled to demand additionally security, including interest and expenses.

2.6. Assignment of payments:

TSCHUDA is entitled, irrespective of any other declaration of dedication done by the Orderer, to offset any incoming payments against the oldest debt of the Orderer.

3. Retention of Title

3.1. Overall reservation of title:

TSCHUDA's good, supplies, services and rights remain the property of TSCHUDA until the full payment of all invoices resulting from the reciprocal business relationship, including default interest and dunning fees, has arrived at TSCHUDA's bank account.

Until the payment has been fulfilled completely, the Orderer is not permitted to make legal dispositions on the goods, supplies and services that could thwart TSCHUDA's overall reservation of title. In particular, the goods, supplies, services and rights may not be sold, pledged, assigned as collateral, rented or otherwise handed over to third parties for any use without prior notification of the retention of title.

3.1. Co-ownership in case of subsequent processing, combination or aggregation:

In case of subsequent processing, combination or aggregation of TSCHUDA's good, supplies, services and rights under reservation of title with material, goods, products or services from the Orderer, it is agreed that the ownership of TSCHUDA will not be extinguished, but that TSCHUDA becomes proportionate co-owner of the newly created good, supply, service or right. In the event of non-payment of the purchase price including all default interest and dunning fees, the Orderer transfers the resulting co-ownership share to TSCHUDA as collateral for the remaining purchase price.

4. Place of performance and applicable law

Place of performance for all obligations resulting from the contractual relationship is, for lack of any other agreement, AT-8051 Graz.

The place of jurisdiction for all disputes arising from the contractual relationship is the competent court in Graz. The reciprocal business relationship shall be governed by Austrian law, excluding the United Nations Convention on Contracts for the International Sale of Goods, CISG.

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5. Deliveries

5.1. Delivery time and delivery date:

Delivery dates and delivery times quoted in TSCHUDA's offers are non-binding in the absence of a written commitment.

If a delivery date or a delivery period has been agreed, this period shall not commence until the date of acceptance of the order by TSCHUDA.

Delay in delivery up to a default period of 4 weeks does not entitle the buyer to withdraw from the contract or to assert claims for damages from the title of the delay in performance. This applies even in the case when expressly delivery times or "delivery date fixed" has been agreed.

5.2. Takeover and acceptance:

If - after prior written request - the Orderer refuses the delivery or takeover of the goods or supplies for more than 21 calendar days, TSCHUDA is entitled - without further written request - to store and insure the goods or supplies at the name, risk and cost of the Orderer. After another written request to the Orderer and in case that the Orderer again refuses the delivery or takeover of the goods or supplies for more than 31 days, TSCHUDA is entitled to have free disposal over the goods and supplies, without prejudice to the claim to payment of the purchase price dispose.

5.3. Extension of delivery times:

In case of Lack of creditworthiness of the Orderer according to paragraph 2.5 all delivery terms and dates are automatically postponed and extended until the Orderer has fulfilled all payment obligations or has submitted all relevant payment securities. Any delivery extensions resulting from the fault of the Orderer and all resulting costs such as storage fees, additional freight costs, production costs due to expiration of time (e.g. for documents) and resulting quality defects (like e.g. corrosion, contamination, damage, etc.) shall be borne by the Orderer and shall not entitle the Orderer to withdraw from the purchase contract and also do not entitle the Orderer to refuse the acceptance of the goods, supplies and services.

6. Transfer of Risk

6.1. Delivery „Ex Works“:

In the case of delivery "Ex Works", the risk of loss of all purchased goods or supplies is transferred to the Orderer by forwarding the goods or supplies to the carrier and at the latest upon the goods or supplies leaving TSCHUDA's factory.

6.2. Delivery „Carriage Paid To“:

In the case of delivery "Carriage Paid To" or if the delivery and assembly are part of TSCHUDA's contractual obligation, then the risk of loss of all purchased goods or supplies is transferred to the Orderer with the arrival at the desired destination or with the completion of the assembly on site.

7. Warranty, damages and product liability

7.1. Notice of Defects:

Unless otherwise agreed, TSCHUDA warrants within the scope of the statutory provisions that the contractual delivery has been carried out free of defects. Warranty claims are precluded if the Orderer has not notified recognizable defects immediately, but in any case not later than within a period of 7 days after the date of transfer to the Orderer (according to paragraph 6, Transfer of Risk). Furthermore, warranty claims shall not apply if the purchaser carries out unauthorized changes to the object of purchase.

7.2. Consequential Damages:

TSCHUDA is only obliged to compensate for consequential damages only if TSCHUDA can be shown to be grossly negligent in fulfilling the contractual obligations. The right to claim damages for slight negligence is therefore excluded. As far as the Austrian product liability law (PHG), BGBL 99/1988 allows, the liability according to this federal law is excluded (eg § 9 PHG)

8. Final provisions

8.1. Written form:

Amendments and additions to these Terms and Conditions must be made in writing. This shall also apply to the requirement that amendments and additions be made in writing.

8.2. Severability Clause:

Should individual points of these Terms and Conditions be void and ineffective, all other points remain unaffected. To replace the invalid provision, the parties shall negotiate a mutually satisfactory and legally valid provision which most closely corresponds to the commercial intent and purpose of the invalid provision.