

## GENERAL TERMS AND CONDITIONS (as of 01/2024)

The following conditions apply to orders/contracts from the client ("AG"), unless otherwise expressly agreed in writing. Deviations are only valid if they have been expressly acknowledged in writing by the client. Any terms and conditions of Contractor (contractor) are expressly waived, even if they appear in order confirmations, delivery notes, invoices or other documents and remain uncontradicted. With the issuance of an order confirmation or no later than 6 days after placing the order, the order and thus also the present General Terms and Conditions apply. AG as fully recognized by AN. The contractor assumes exclusive and sole responsibility for compliance with legal provisions and regulations, especially with regard to occupational safety, wage and social dumping, proper employment and remuneration of employees, etc. The contractor has the client in all cases in which the client is concerned, shall be held harmless and harmless in any way due to the contractor's infringement.

**1. Order confirmation)** The client's order/contract must be confirmed by the contractor within three working days by countersigning the order/contract. Deviations from the client's orders/contract must be expressly stated and are only valid if they are acknowledged in writing by the client.

**2. Scope of delivery and/or services)** The deliveries and/or services to be provided by the contractor must be complete and carried out in such a way that they correspond to the state of the art at the time of the order/contract and delivery, are as good as new and of the best quality, all legal regulations, relevant regulations, technical standards and regulations of professional associations, etc. applicable in Austria and at the place of performance. The client's requirement/tender is to be viewed as the minimum standard to be adhered to. Over- or under-deliveries cannot be accepted without the express prior written consent of the client. The deliveries and/or services include all ancillary services and other parts that are necessary to fulfill the client's contractual obligation and the contractor's delivery/service, even if these are not expressly specified in the client's order/contract. The contractor must fulfill his obligation to warn and inform without being asked. This must be done as early as possible and in writing and must warn the client, within the scope of the contractor's expertise, of any damage or consequential damage to life and limb as well as the environment and safety. The contractor must also fulfill his obligation with regard to damage to subsequent trades, damage to other components, incompatibility with other materials or components and economic damage.

**3. Contradictions)** Commercial conditions, drawings, lists and specifications complement each other, so a work or service is also included in the scope of delivery and services if it is only mentioned once.

In the event of inconsistencies between documents, the higher listed document will generally take precedence over the lower listed one. Regardless of the order, the stricter or more extensive information is always binding for the contractor.

**4. Individual call-offs)** Individual call-offs of the order/contract by the client contain the project name, the order items to be delivered/performed, the prices, delivery/service quantities, desired service/delivery dates and the fulfillment/delivery location. Each individual call must be confirmed immediately in writing by the contractor. All calls that relate to the order items are subject to the binding conditions of the order/contract, without the need for a corresponding note in the respective individual call.

**5. Provisions by the client)** The client reserves the right to provide supplies for the production of the scope of delivery. Materials provided remain the property of the client and must be stored by the contractor free of charge. The goods provided must be clearly marked as the property of the client. In the event of damage and the associated reduction in value or loss, the contractor must provide compensation. The contractor is not liable for damages due to force majeure. Supplies must be checked by the contractor upon receipt of the goods to ensure that they are complete and free of errors, and the corresponding countersigned delivery documents must be sent immediately via email to d. Purchasing d. AG to transmit. The client is entitled to check the proper storage of the provided material at any time.

**6. Prices)** The prices listed are FIXED PRICES and are therefore not subject to change until all obligations entered into have been completely fulfilled. The prices also cover all ancillary services (e.g. toll and energy costs, loading, securing loads, transport costs, expenses, etc.) as well as all associated additional costs of the contractor. Any return of packaging material, packaging and transport equipment will be at the contractor's expense.

**7. Shipping and transfer of risk)** Regardless of the agreed delivery clause, the contractor must enclose a delivery note in triplicate with each shipment, one delivery note of which must be attached to the goods and two of which are handed over to the transport service provider. The shipping documents must contain a clear reference to the subject of the delivery in order to ensure that the shipment can be properly identified when it arrives at its destination, and in any case always include the customer's order and project number, as well as a description of the goods and the weight. If this regulation is not adhered to, the client reserves the right not to accept the goods and to consider this as a delay in delivery.

All costs that are attributable to the failure to provide or improperly issue shipping documents, proof of origin, or failure to comply with shipping regulations (customs duties, vehicle demurrage charges, etc.) are borne by the contractor. The client reserves the right to prescribe templates for the shipping/delivery documents for the contractor to use. The address stated in the order/contract is deemed to be agreed as the shipping address. The transfer of risk is based on the respective Incoterms 2023 agreed between the client and the contractor; in case of doubt, the transfer of risk only takes place upon acceptance by the client.

**8. Origin of goods)** Unless otherwise agreed, the client considers the country in which the contractor's headquarters is located to be the country of origin. A different origin of the goods or a change in the country of origin of the goods must be reported to the client immediately and without being asked. The contractor is obliged to ensure the free export, transit and import of the goods as well as for d. Achieving tax relief in d. EU required licenses, permits, certificates of origin, movement of goods and preference

certificates, certificates and other documents and to hand them over to the client, and guarantees that they are genuine documents with legal force. Upon request, the contractor must provide the client with a long-term supplier declaration and certificates of conformity free of charge. The agreement of other clauses, Incoterms or other delivery clauses only results in a different regulation of transport and transport costs and does not change the regulations made in this paragraph.

**9. Evidence, export licenses)** If the client is or becomes obliged to provide evidence of certain facts, in particular producers, address, country of origin and conformity to the DUAL USE regulation as well as the applicable embargo regulations, the contractor will do so at his own expense and risk and without any claim to reimbursement to carry out the work independently and responsibly. Furthermore, the contractor is obliged to obtain any export licenses for d. Export to d. to obtain the respective destination at his own expense.

**10. Packing)** The order items must be packaged and preserved so carefully that damage is prevented during transport and storage on the construction site. Packaging and/or preservation is intended to protect the contract items from both mechanical and climate-related damage. The client points out that the contractor is liable in any case for all damage caused by defective or inadequate packaging.

**11. Dangerous goods)** The delivery items must be marked by the contractor in accordance with the provisions of the Hazardous Substances Ordinance and the EU guidelines for dangerous substances/preparations, declared on the shipping documents and packaged accordingly. For any dangerous goods delivered under this order/contract, the contractor must provide the client with the corresponding company-made dangerous goods certificate, regardless of the stipulated delivery conditions, without being asked and in good time before the goods are shipped. Another copy, also manufactured by the company, must accompany the goods.

**12. Place of performance)** The place of performance specified by the customer in the order/contract applies to the delivery and/or service. The client must have the receipt of shipments or the fulfillment of services confirmed in writing by the specified receiving location.

**13. Documentation)** The contractor will immediately send the agreed documentation to the client. The client has the right to use, reproduce or change the documentation and technical documents freely and at its own discretion in coordination with the contractor. The contractor will incorporate adjustments to the documentation due to technical modifications to the order items in the state of the art, within the framework agreed with the client, and then send them to the client without request and make them available upon request, without additional costs from the contractor. The documentation is carried out electronically in PDF file format. All documents must be issued in English.

**14. Invoicing and payment)** The invoice is to be sent separately for each order/request, stating the order number, correctly stated statutory sales tax, after complete delivery or service to our email address: [invoice75@wb-sg.com](mailto:invoice75@wb-sg.com) as pdf. - Attachment to send. The contractor ensures that the invoice complies with the respective legal regulations. The payment term based on the agreed conditions begins on the day the client receives the contractually compliant and verifiable invoice. The client assumes no liability for the accuracy of the UID numbers and the VAT rate stated on the invoice; the contractor is solely responsible for this. Invoices that do not comply with this regulation will not be accepted and will be returned. The Contractor also acknowledges that incorrectly issued or incomplete shipping documents, certificates or documentation postpone the due date of the invoice amount until the Client receives complete and error-free shipping documents, certificates or documentation. Billing is based on the actual service provided/quantity delivered at the prices specified in the order/contract.

**15. Delivery date)** All dates specified in the order/contract are, unless expressly agreed otherwise, as fixed dates. Failure to meet these deadlines will be considered a default and will entitle the client to withdraw from the contract/order. In the event that it becomes obvious before the agreed delivery date that the contractor is unable to fulfill the order/contract in question properly and/or in a timely manner, the client is entitled to make these deliveries and/or services at full expense to be carried out by the contractor himself or by third parties. In addition, the AG reserves the right to withdraw from the contract in such cases. Unless otherwise liable for damages, the contractor will immediately inform the client of all circumstances that are likely to hinder or prevent the timely fulfillment of his performance obligations. A delivery or service before the agreed date requires the prior written consent of the client. If there is an impending delay in delivery and/or performance, the contractor is obliged to inform the client immediately, stating the reasons and duration of the delay. If the client does not make use of the right of withdrawal, this in no way releases the contractor from his delivery and service obligations, nor are claims for damages limited or excluded.

**16. Delivery readiness notification)** A written notification of readiness for delivery with the following information must be sent to the client no later than 5 days before the delivery date: Packing list including: number of packages

Dimensions L x W x H for each package

Weight gross and net for each package

When the contractor makes deliveries to the client, the contractor informs the client in a timely manner so that the client can plan the unloading of the delivered goods accordingly.

**17. Storage / Suspension)** In the event of a suspension or any other postponement of dates for which the contractor is not responsible, the contractor will store the ordered items free of charge for at least 4 months in accordance with the client's instructions, excluding further claims. If the ordered items are damaged by the contractor during storage, whereby even slight negligence is sufficient, the contractor is liable to the client for all resulting damage. However, the contractor is not liable for damage caused by force majeure.

**18. Contractual penalty)** If the agreed delivery dates for deliveries and/or services are exceeded, d. AG is entitled, without providing proof of damage, to a contractual penalty of 2% for each week of delay, but a maximum of 10%, of the total order value of d. Invoice d. AN must be deducted. The deduction of a contractual penalty releases d. AN neither from d. Delivery and/or service obligation, nor does this deduction exclude any claims for damages by the client that go beyond the contractual penalty.

**19. Acceptance of goods)** The contractor guarantees a complete inspection of outgoing goods to ensure a defect-free delivery. The contractor acknowledges that d. Review of the run. Goods and/or services in the normal course of business only when they are intended. Use on the construction site. The contractor therefore waives the objection of late notification of defects. The payment d. AG does not mean unconditional acceptance d. Deliveries and/or services.

**20. Acceptance, guarantee, warranty & remedy of defects)** The contractor guarantees the intended usability, the flawless quality and the existence of the expressly agreed and usually required properties.

Acceptance: When the end customer accepts the scope of delivery and/or services, the delivery and/or service is accepted by the contractor. Acceptance takes place on the condition that a complete, fully functional order item has been delivered or provided and that the functional tests have been completed successfully. In addition to the other fulfillment of the order, acceptance also includes a complete handover of the technical documentation required for the delivery or service portion. A protocol is created about the acceptance. From this point on, the warranty period of 5 years begins to run.

Warranty, claims for defects & liability: Defects that occur within the warranty period must be remedied immediately by the contractor at his own expense and account in such a way that the contractor either repairs the defective part of the object of the order within a reasonable period of time or delivers a new one, at the client's discretion replaced/assembled on site. This obligation also includes compensation for any resulting damage, including the costs of identifying and correcting defects.

The same warranty conditions apply to replacement deliveries and services, restoration or repair work as well as other measures that the contractor must carry out in fulfillment of the warranty obligation, from the day the defect is eliminated.

The place of fulfillment for warranty obligations is at the choice of the client.

If series errors occur, the contractor undertakes to repair any damage at its own expense (in particular wages/materials/transport, installation and dismantling) for a period of 10 years and to repair all similar parts, including those that have been working perfectly up to this point have to exchange. A series defect occurs when defects occur in at least 10% of similar order items or parts thereof, unless the contractor proves that these are not due to a comparable cause of the defect.

In those cases in which the Contractor does not fulfill his warranty obligations within a reasonable period of time, refuses to do so, if an improvement of existing defects is unreasonable for the Client for reasons relating to the Contractor or in which this results in disproportionate inconvenience for the Client, the Client is entitled, to withdraw from the contract by setting a reasonable grace period, unless the defects are merely minor. Alternatively, by setting a reasonable grace period for the reasons just mentioned, even in the case of minor defects, the client is entitled to have the defect rectified or, if this is not possible, to have the replacement carried out itself or by a third party at arm's length conditions and to pass on the costs to the contractor to invoice. Any damage or consequential damage caused by defective deliveries must be compensated by the contractor, even in the event of slight negligence.

**21. Prohibition of assignment, subcontracting)** Without the express prior written consent of d. AG, rights and obligations as well as services arising from the order/contract may not be assigned to third parties, either in whole or in part.

**22. Interfaces)** Interfaces are all points of contact of a functional and technical (physical or chemical) nature in all deliveries, services, tasks and responsibilities in every phase of project execution between all those involved and the related productions. The contractor bears the risk and responsibility of producing contract items without prior, final clarification of the affected interfaces and without approval from the client.

**23. Documents, confidentiality, data protection)** The conclusion and content of the order/contract must be treated confidentially. The client and the contractor will treat all documents, information and data (hereinafter collectively referred to as "information") that are made accessible to them or otherwise come into their possession as confidential as their own trade secrets and will only be used for the purposes of fulfilling the agreed delivery/service. This obligation does not apply to information that is or becomes generally known, to which there is a further right of use, to the disclosure of which the contracting partner has agreed in writing, and to information that can be proven to have been independently developed or otherwise lawfully obtained. All documents provided by an ordering party, together with any copies made, must be returned upon first request upon expiry/termination/fulfillment of the order/contract, unless a further right of use exists. The obligation to maintain confidentiality remains in effect even after the order/contract has ended.

**24. Product liability, insurance)** The contractor undertakes to take out and provide evidence of business liability insurance, including damages extended product liability and recall costs from an insurer approved in the EU. The sum insured must cover the areas of personal injury and property damage and the area of d. extended product liability and recall costs each amount to at least EUR 10 million. Irrespective of other liabilities, the contractor assumes unlimited liability for damages resulting from the delivery of defective products in accordance with the applicable product liability provisions. The contractor holds the client completely harmless and harmless from all product liability claims.

**25. Quality assurance standards)** The contractor and all his subcontractors approved in writing by the client undertake to: Execution of its deliveries and/or services d. Principles of quality assurance must be applied at least in accordance with the relevant standards EN ISO 9001:2000 and EN ISO 14001 in the currently valid version. The AG reserves the right to provide proof of the quality assurance system d. AN and d.

To request documentation of quality tests and to carry out an audit of the contractor and/or a visit to the contractor's production facilities at any time. For internal documentation purposes, the client is entitled to photograph the work commissioned by the client in the contractor's production facilities. In addition, the contractor ensures that international human rights, as described in the Geneva Convention, are respected. The contractor and/or his subcontractors will not use or tolerate child labor and will refrain from any discrimination based on religion, race, gender, political or ethnic origin, etc.

**26. Production control)** The Contractor expressly agrees that the production of the scope of deliveries and/or services provided by the Contractor in its company and its possible suppliers can be inspected and checked at any time by both the Client or its representatives and by the Client or its representatives. The inspections at the contractor or its suppliers are carried out on dates after further agreement in such a way and to such an extent that normal operations in the contractor's workshops are not disrupted and no hindrance occurs. If such checks cause costs for the contractor, these will be borne by the contractor. AT. The contractor provides the inspection staff with all the necessary support. The contractor provides instruments, media, devices, test stands, tools or materials that are necessary to carry out the inspection so that the inspection personnel can complete their task. The contractor will provide the staff required for production control free of charge. The contractor provides the client's inspection staff with all documents required to check the technical properties of the contract items to be delivered by the contractor.

**27. CE marking)** Plants, systems and products supplied by the contractor must be equipped with a CE marking in accordance with the EU guidelines. Declarations of conformity with brief descriptions and, if necessary, assembly instructions and installation instructions must be provided upon delivery.

**28. Reference clause)** The contractor may only publish photographs or other images in connection with the delivery or service item or parts thereof with the prior written consent of the client. Furthermore, the use of the logo or word mark may only be used with the prior written consent of the client. This applies to all types of publications in all areas. Media (TV, social media, internet, radio, advertising, magazines, brochures, etc.).

**29. Retention of title/offsetting/retention)** With acceptance of the order/contract by the contractor, the contractor waives the right to assert any retention of title for the items to be delivered. The AG is entitled at any time to offset payments due to the AN against claims from the AG or subsidiaries affiliated with the AG against the AN. The contractor is under no circumstances entitled to delay or withhold his services. Likewise, the contractor is not entitled to withhold items provided by the client.

**30. Industrial property rights)** The contractor declares that deliveries or services provided on the basis of this order/contract do not infringe third party industrial property rights. Should d. AG from d. If any infringement of industrial property rights is asserted in connection with the order/contract in question, the contractor must indemnify and hold the client harmless.

**31. Changes)** The contractor is not entitled to change the order items or their production locations without the prior consent of the client. This applies in particular if this affects the external form, function, agreed specification and spare parts inventory. The contractor will immediately carry out the changes requested by the client, including the resulting changes to drawings and documentation. The parties must reach agreement on the resulting price changes and delivery time adjustments. Any discrepancies in this regard do not entitle the contractor to delay the implementation of the relevant changes.

**32. Severability clause)** Should one or more of the provisions of the order/contract or these purchasing conditions be or become wholly or only partially legally invalid, the validity of the remaining provisions will not be affected. The invalid provision must be replaced by a provision whose economic purpose and economic result comes as close as possible to the invalid provision.

**33. Place of jurisdiction and applicable law)** For all disputes arising from the current contract, an amicable settlement should first be sought. The contractor's delivery and service obligations remain fully valid during this time. If it is not possible to reach an amicable agreement within a reasonable period of time, the exclusive jurisdiction of the competent court in Vienna, which is agreed under Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods, applies.