

## **KRAHN Central & Eastern Europe GmbH**

### **General Terms and Conditions of Sale and Delivery ("GTC")**

#### **1. General – Scope of application – Written form – Assignment**

- 1.1. These General Terms and Conditions of Sale and Delivery ("GTC") apply to all our business relationships with our customers ("Purchasers") and are part of all our contractual offers and conclusions. Our GTC apply exclusively; they also apply to all future transactions with the customer. We do not recognize any terms and conditions of the customer that are contrary to or deviate from our GTC, unless we have expressly agreed to their validity in writing.
- 1.2. These General Terms and Conditions shall only apply if the purchaser is an entrepreneur within the meaning of Section 1 of the Austrian Commercial Code, a legal entity under public law or a special fund under public law.
- 1.3. Our GTC apply to contracts for the sale and/or delivery of movable goods ("goods"). Unless expressly agreed otherwise, the GTC in the version valid at the time of the customer's appointment or at least in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
- 1.4. Individual agreements made with the customer in individual cases (including ancillary agreements, additions and amendments) shall take precedence over these GTC. Subject to evidence to the contrary, the content of such agreements shall be governed by a written contract or our written confirmation.
- 1.5. The assignment of claims against us to third parties is excluded.

#### **2. Information – Consulting – Changes to goods**

- 2.1. Information and advice in connection with our deliveries and services is provided on the basis of manufacturer information and our previous experience. Insofar as we provide such information or provide advice and this information or advice does not belong to the contractually agreed scope of services expressly owed by us, this is done free of charge and under exclusion of any liability.
- 2.2. Unless expressly agreed, we also assume no obligation to strictly adhere to such general values, performance specifications and possible applications. In particular, our declarations in this regard as well as our representations of the same are not guaranteed characteristics.
- 2.3. Customary deviations and deviations that occur on the basis of legal regulations are permissible as long as they do not impair the usability for the purpose that may be contractually agreed separately.

### **3. Offers**

- 3.1. Our offers are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period.
- 3.2. In response to orders, offers or orders of the customer, a contract is only concluded with our written order confirmation (text form is sufficient) or through our execution of delivery. If orders, offers or orders of the customer have not been confirmed or executed within fourteen days of their receipt by us, they shall be deemed to have been rejected. If our order confirmation differs from the order, the offer or the order of the customer, the order confirmation shall be authoritative, unless the customer objects to the order confirmation within seven working days of receipt.
- 3.3. The legal relationship between us and the customer shall be governed solely by the written purchase contract, including these GTC. Our verbal statements and commitments prior to the conclusion of the contract (in particular technical descriptions and other information in offers, brochures on the Internet and other information) are legally non-binding and oral agreements between the contracting parties are replaced by the written contract, unless they expressly state that they continue to apply in a binding manner.

### **4. Calculation of the sales price**

- 4.1. Unless expressly stated otherwise, the prices quoted by us in EURO do not include VAT; the VAT is shown separately in the invoice at the statutory rate on the day of invoicing.
- 4.2. The purchase price is calculated according to the quantities, weights or dimensions determined by us at the place of dispatch.
- 4.3. If public duties relating to the import or distribution of the goods are increased or newly introduced between the conclusion of the contract and delivery, we are entitled to withdraw from this contract.

### **5. Payment – Default interest – Prohibition of set-off**

- 5.1. The purchase price is payable "net cash" and due on delivery. Purchase price payments are to be made in cash or by bank transfer. They are deemed to have been paid from the date on which the amount is freely available to us. The risk of the payment method is borne by the customer. Other forms of payment require special agreement, at least in text form; any costs incurred on both sides shall be borne by the customer.
- 5.2. If the customer is in default of payment, we are entitled to claim default interest in the amount of 9.2 percentage points above the base interest rate. The right to assert further damages is reserved.
- 5.3. In the event of reasonable doubts as to the solvency or creditworthiness of the customer, in particular in the event of arrears of payment, we are entitled to revoke

any payment terms granted and to demand advance payment or securities for further deliveries.

- 5.4. Bills of exchange or cheques are only accepted on account of payment. Bank charges, exchange costs, etc., must be borne by the customer.
- 5.5. Offsetting against counterclaims other than recognised, undisputed or legally established counterclaims as well as the exercise of rights of refusal of performance and retention on the part of the customer are excluded.

## **6. Delivery**

- 6.1. Unless otherwise stated in the order confirmation, delivery is agreed under conditions in accordance with the Incoterm "DDP" (Incoterm Codes 2020).
- 6.2. If we are not supplied ourselves, although we have placed congruent orders with reliable suppliers, we are released from our obligation to perform and can withdraw from the contract. In this case, we will inform the customer immediately about the unavailability or untimely availability of the delivery item or delivery. The burden of proof that we are responsible for a breach of duty in connection with the procurement of the delivery item lies with the customer.
- 6.3. We are entitled to make partial deliveries if the partial delivery can be used by the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not incur any significant additional effort or additional costs (unless we agree to assume these costs).
- 6.4. Reduced or over-deliveries of up to 10% of the contractually agreed quantity are permissible – provided that the purchase price is adjusted accordingly.
- 6.5. Deadlines and dates for deliveries and services promised by us are always only approximate, unless a fixed deadline or date has been expressly promised or agreed. If dispatch has been agreed, delivery periods and delivery dates refer to the time of handover to the freight forwarder, carrier or other third party commissioned with the transport.
- 6.6. If the delivery date is agreed to be "prompt", the delivery period is 14 calendar days.

- 6.7. If the agreed deadline cannot be met due to circumstances beyond our control on our part or our suppliers, it shall be extended accordingly. We will inform the customer immediately of such a case. If the obstructive circumstances still persist one month after the expiry of the agreed delivery period, either party may withdraw from the contract. Further claims due to exceeding the delivery deadline through no fault of our own are excluded.
- 6.8. Without prejudice to our rights arising from default on the part of the Purchaser, we may demand that the Purchaser extend delivery and performance deadlines or postpone delivery and performance dates by the period in which the Purchaser fails to fulfil its contractual obligations to us.
- 6.9. In the absence of concrete agreements in this regard, the shipping method, shipping route and packaging are subject to our due discretion.
- 6.10. Unless otherwise agreed, our goods are intended for processing in the customer's own company.

## **7. Obstacles to delivery – force majeure**

Wars, strikes, lockouts, shortages of raw materials or energy, disruption of operations or traffic, pandemics, sovereign decrees and all other cases of force majeure that prevent, delay or make uneconomical the production or shipment of the goods release us from the obligation to deliver for the duration and to the extent of the disruption. If the disruption exceeds the duration of three months, we are entitled to withdraw. In the event of partial or complete loss of our sources of supply due to force majeure in the above sense, we are not obliged to stock up on other upstream suppliers. In this case, we are entitled to distribute the available quantity of goods taking into account our delivery obligations.

## **8. Characteristics of the goods – Samples – Technical advice – Uses**

- 8.1. The nature of the goods is determined exclusively by the manufacturer's product specification.
- 8.2. The samples provided by us as well as our technical and chemical specifications are only for the general description of the goods. They do not include any guarantee of quality or durability and do not exempt the customer from examining each individual delivery.
- 8.3. We only assume guarantees within the framework of individual contractual, explicit and written agreements.
- 8.4. The application-related advice, which we provide to the best of our knowledge, is non-binding and does not exempt the customer from checking each individual delivery for its suitability for the intended use before processing. The customer is solely responsible for the use, use and processing of the goods delivered by us as well as for compliance with the applicable safety regulations.

- 8.5 Unless we have expressly agreed otherwise in writing in advance after examining our risks in the individual case and subject to compliance with all applicable regulations by the customer, the following prohibitions of use apply: The goods sold and/or delivered by us are not intended for the manufacture of (i) medical devices, implants or in vitro diagnostic medical devices; (ii) biocides; (iii) plant protection products; (iv) medicinal products for human and veterinary medicine; (v) food and animal feed; (vi) cosmetics; (vii) weapons or other items designed to kill or harm people, (viii) aircraft or spacecraft, and (ix) items with safety-critical applications where a possible failure of the goods supplied by us would endanger the life or health of people.

## **9. Notices of Defects – Claims for Defects**

- 9.1. Our deliveries must be carefully inspected immediately after delivery to the customer or to the third party designated by him – but in particular before any immediate mixing, mixing or processing. They shall be deemed to have been approved by the customer with regard to obvious defects or other defects that would have been recognizable during an immediate, careful inspection, if we do not receive a written (sufficient text form) notice of defects within seven working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the customer if we do not receive the notice of defect within seven working days after the time at which the defect became apparent; if the defect was already recognizable to the customer at an earlier point in time during normal use, this earlier date is decisive for the start of the notice period. This also applies if the customer is an entrepreneur within the meaning of § 1 UGB and the appointment is made in the exercise of a commercial or self-employed professional activity.
- 9.2. In the case of partial deliveries, Clause 9.1 shall apply to each individual sub-quantity.
- 9.3. The written (text form sufficient) complaint of the customer must precisely specify the type and extent of the defect.
- 9.4. A complaint does not entitle the customer to withhold due payments or to refuse to accept further deliveries.
- 9.5. In the event of timely and substantiated complaints, the Purchaser's claims for defects shall initially be limited to the right to subsequent performance.
- 9.6. In the context of supplementary performance, we are entitled to choose between new delivery and rectification. The costs of subsequent performance, in particular transport, travel, labour and material costs, are borne by us within the framework of the statutory provisions if a defect actually exists. Otherwise, we may demand reimbursement from the Purchaser for the costs incurred as a result of the unjustified demand for the remedy of defects (in particular inspection and transport costs), unless the Purchaser was not aware of the lack of defectiveness. Our right to refuse supplementary performance under the statutory conditions remains unaffected.
- 9.7. If subsequent performance by us fails, the customer may reduce the purchase price or withdraw from the contract at his discretion. Claims for damages pursuant to Section 10 remain unaffected by this. **§**

- 9.8. In the event of a possible recourse by the contractor (analogous to Section 933b of the Austrian Civil Code), it shall be presumed that defects did not exist at the time of the transfer of risk to the Purchaser if the Purchaser has dutifully inspected or should have inspected in accordance with Sections 9.1 to 9.3, but has not reported any defects, unless this presumption is incompatible with the nature of the item or the defect.
- 9.9. If the customer asserts claims for recourse, he must allow himself to be treated vis-à-vis us as if he had implemented all legally permissible contractual possibilities vis-à-vis his contractual partner (e.g. refusal of subsequent performance due to disproportionality or limitation of the reimbursement of expenses to a reasonable amount).
- 9.10. The warranty period is one year after delivery of the item, unless mandatory statutory provisions provide for a longer limitation period.
- 9.11. We do not guarantee that the product is free of patents or other property rights of third parties.
- 9.12. In the case of goods that have been sold as agreed as TEL QUEL, OFF SPEC or similar, the customer is not entitled to any warranty rights due to a material defect.

## 10. Liability

- 10.1. Our liability for damages, regardless of the legal grounds, is limited in accordance with this Section 10 insofar as fault is involved. §
- 10.2. We are not liable in the event of simple negligence on the part of our organs, legal representatives, employees or other vicarious agents, unless it is a violation of essential contractual obligations. In particular, the obligations whose fulfilment is essential for the proper performance of the contract in the first place and on the fulfilment of which the customer regularly relies and may rely are essential to the contract.
- 10.3. Insofar as we are liable for damages in accordance with Section 10.2, this liability is limited to damages that we foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or that we should have foreseen if we had exercised customary care. In addition, indirect and consequential damages resulting from defects in the delivery item are only compensable to the extent that such damage is typically to be expected when the delivery item is used as intended. §
- 10.4. In the event of liability for simple negligence, our obligation to compensate for property damage and financial loss is limited to an amount of EUR 5 million per claim, even if it is a breach of essential contractual obligations.
- 10.5. The above exclusions and limitations of liability apply to the same extent for the benefit of our executive bodies, legal representatives, employees and other vicarious agents.
- 10.6. Insofar as we provide application-related advice and the corresponding information or advice is not part of the expressly contractually agreed scope of services owed by us, this is done free of charge and under exclusion of any liability.

- 10.7. The limitations of this Section 10 do not apply to our liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

## 11. Confidentiality / Data Protection

- 11.1. Unless expressly agreed otherwise in writing, the information submitted to us in connection with an order shall not be considered confidential, unless confidentiality is obvious.
- 11.2. We would like to point out that we store data (including personal data) from the contractual relationship for the purpose of data processing and reserve the right to transmit the data to third parties (e.g. insurance companies) to the extent necessary for the performance of the contract. In no event will we use, sell or otherwise transfer such data to third parties outside of our company.
- 11.3. In addition, we would like to point out the following with regard to data protection:

**Contact details:** The data controller is we, KRAHN Central & Eastern Europe GmbH (address and contact details see below). Our data protection officer can be reached at the above contact details and at the e-mail address [dataprotection@krahn.eu](mailto:dataprotection@krahn.eu).

**Purpose of processing and legal basis:** The delivery may contractually require that the customer transmits personal data to us (hereinafter referred to as "data"). We process this data for the purpose of concluding and fulfilling the contract (including legal prosecution and debt collection) on the basis of the provisions of data protection law (in particular Art. 6 para. 1 b) GDPR). We also process the data on the basis of the data protection regulations to protect our legitimate interests (in particular Art. 6 para. 1 f) GDPR). In accordance with the following provisions, the legitimate interest lies in the avoidance of a bad debt with third parties or us as well as in the transmission of service information to the customer.—

**Data categories:** We process the following categories of data: master data (such as company, contact person, address, if applicable), communication data, contract data, receivables data, payment and default information, if applicable.

**Third-party recipients:** Data may be transmitted to credit agencies in compliance with the relevant regulations in order to avoid bad debts at third parties or to us, e.g. to collect probability values for a bad debt or to transmit undisputed or legally established claims with which the customer is in default. The credit agencies also store the data transmitted to them in order to be able to make it available to the contractual partners affiliated with them as part of the assessment of the risk of bad debt. However, such provision of the data only takes place if the contractual partners affiliated with the credit agency can have a legitimate interest in the transmission of the data. The credit agency may provide address data for the purpose of determining the debtor. The customer can obtain information about data stored about him from the credit agency. In the case of debt collection, data may be transmitted to the following categories of recipients if this is necessary for the collection of the claim: assignees,

credit agencies, debt collection agencies, third-party debtors, residents' registration offices, courts, bailiffs, lawyers.

**Product information:** On the basis of data protection regulations (in particular Art. 6 para. 1 f) GDPR), we use data to provide the customer with information about our other services, if necessary by post or – in compliance with § 14 TKG – electronically.

**Data storage period:** We delete the data without undue delay if we are obliged to do so, in particular if we no longer need the data for the purposes for which it was collected and there are no retention obligations to the contrary. Regardless of this, a review is carried out every three years to determine whether it is possible to delete the data.

**Rights of objection:** The customer can object to the processing of data for the purpose specified under "product information" at any time. Irrespective of this, the data subject has a right to object to processing pursuant to Art. 6 (1) (f) GDPR pursuant to Art. 13 (2) b) or Art. 14 (2) (c) in conjunction with Art. 21 GDPR. –

**Other rights of the data subject:** The data subject is entitled to the following rights if the legal regulations (in particular GDPR) are met: Right to information, correction, deletion, restriction of processing and data portability. In addition, the data subject can complain to the Data Protection Authority about the processing of data concerning him/her. The address of the data protection authority responsible for us is: Barichgasse 40-42, 1030 Vienna, Tel: +43/1/52 152-0, E-Mail: dsb@dsb.gv.at.–

## 12. Ownership

- 12.1. Title to the delivered goods shall be reserved until all of our claims against the customer arising from the business relationship, including future claims arising from contracts concluded at the same time or later, have been settled. This also applies if receivables are entered in a current invoice and the balance has been drawn and acknowledged. The goods as well as the goods covered by the retention of title that take their place in accordance with the following provisions are hereinafter referred to as "goods subject to retention of title".
- 12.2. The Purchaser shall be entitled to resell and/or further process the goods subject to retention of title in the ordinary course of business. He carries out any processing on our behalf without us being obliged to do so. In the case of processing, combination or mixing of the goods subject to retention of title with other goods, we generally acquire a co-ownership share in the new item, namely in the case of processing in the ratio of the value (= gross invoice value, including ancillary costs and taxes) of the goods subject to retention of title to the value of the new item, in the case of combination or mixing in the ratio of the value of the goods subject to retention of title to the value of the other goods. In the event that no such acquisition of ownership should occur with us, the customer transfers his future ownership or – in the aforementioned ratio – co-ownership of the new item to us as security.
- 12.3. The Purchaser hereby assigns to us, by way of security, all claims arising from the resale of the goods subject to retention of title against a customer or against third

parties – in the case of our co-ownership of the goods subject to retention of title, proportionately in accordance with the share of co-ownership. The same applies to other claims that take the place of the goods subject to retention of title or otherwise arise in relation to the goods subject to retention of title, such as insurance claims or claims arising from tort in the event of loss or destruction. The assignments are hereby accepted by us. The customer remains revocably authorized to collect these claims even after the assignment. This does not affect our authority to collect the claims ourselves; however, we will not make use of this right as long as the customer properly fulfils his payment and other obligations. Upon request, the customer must inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the associated documents and inform the debtors of the assignment. We are also entitled to notify the debtors of the customer of the assignment ourselves.

- 12.4. In the event of breach of contract on the part of the customer, in particular in the event of default of payment, we are entitled to withdraw and the customer is obliged to return the reserved goods to us ("case of realization"). In the event of recycling, the customer hereby irrevocably permits us to enter his business and storage premises without hindrance and to take the reserved goods with him. In addition, the customer must provide us with all necessary information and documents about the stock of the reserved goods and the assigned claims as well as the assignment of claims to his customers without delay upon first request.
- 12.5. The customer may neither transfer nor pledge goods subject to retention of title or items made from them as security without our consent, insofar as and as long as the reservation of title exists. Conclusion of financing agreements that include the transfer of ownership of our reserved rights require our prior written consent, unless the contract obliges the financing institution to pay us the share of the purchase price to which we are entitled.
- 12.6. The customer is obliged to store the goods subject to retention of title at his own expense with the care of a prudent businessman and to insure them against the usual storage risks.
- 12.7. We undertake to release the securities to which we are entitled under this Section 12 at the request of the customer and at his discretion to the extent that the realizable value of the securities exceeds the claims to be secured by more than 20% or their nominal amount by more than 50%.
- 12.8. Insofar as the retention of title is not effective under the law of the country in which the delivered goods are located, the customer must order an equivalent security at our request. If he does not comply with this request, we can demand immediate payment of all open invoices regardless of agreed payment terms.

### **13. Export control**

- 13.1. We are subject to strict compliance with international sanctions and export control regulations. These regulations include, but are not limited to, trade restrictions and

financial sanctions issued by the United Nations Security Council or enforced by regulations of the European Union (EU), the United States of America (USA) or other national or regional organizations under whose jurisdiction we operate, including our affiliates and our employees, wherever they are located (hereinafter: Export Control Regulations).

- 13.2. The customer undertakes to comply with the export control regulations. In particular, the Purchaser undertakes not to conduct any business with any person, organization or institution that is on a sanctions list pursuant to the EC Regulation or U.S. export regulations or that contradict the applicable legal provisions, not to conduct any business with embargoed countries, not to obtain any necessary permits and not to conduct any business that could be related to NBC weapons or military end-uses.
- 13.3. The buyer is obliged to inform us in advance and to provide us with all information (including the final destination) that we need to comply with export control regulations, especially if our goods or other services are intended for use in connection with
  - a country or territory, natural or legal person(s) that is subject to restrictions or prohibitions under EU, US export control and sanctions regulations or other applicable regulations, or
  - the design, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, space or aircraft applications and their delivery systems.
- 13.4. Upon request, the buyer will provide us with all the information required for an export license for the approval procedure at the Federal Ministry of Economics and Labor (BMWA).
- 13.5. The fulfilment of the contractual obligations by us is subject to the proviso that applicable export control regulations do not preclude this. In such a case, we are in particular entitled to change orders that have already been confirmed or to revoke the confirmation, as well as to refuse or withhold the performance of the contract without liability to the buyer or to withdraw from the contract.
- 13.6. If the buyer violates any of the above obligations, we are entitled to withdraw from the contract. The assertion of further claims, in particular claims for damages, remains unaffected.

#### **14. Final Provisions – Agreement on Jurisdiction**

- 14.1. The place of performance for all obligations arising from the contractual relationship is our company headquarters.
- 14.2. If the customer is an entrepreneur, a legal entity under public law or a special fund under public law, or if he does not have a general place of jurisdiction in Austria, the place of jurisdiction for all possible disputes arising from the business relationship between us and the customer shall be our registered office or the registered office of the customer at our discretion. In these cases, however, our registered office is the



exclusive place of jurisdiction for actions against us. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this regulation.

- 14.3. Austrian law shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the reference provisions of Austrian private international law.
- 14.4. The invalidity of individual provisions of our General Terms and Conditions does not affect the effectiveness of the rest. To the extent that the contract or these GTC contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these gaps which the contracting parties would have agreed on in accordance with the economic objectives of the contract and the purpose of these GTC if they had known about the loophole.

Vienna, January 2024

**KRAHN Central & Eastern Europe GmbH**

Margaretenstraße 5  
1050 Vienna (Austria)