

General Terms and Conditions of DKS Technik GmbH

1. GENERAL

- 1.1. These General Terms and Conditions (GTC) apply to all present and future deliveries and services of DKS-Technik GmbH (hereinafter also referred to as "we" or "supplier"), irrespective of the form in which the order is placed (e.g., by post, in person, by telephone, by email, via our web shop, etc.) and are based exclusively on the same, even if no express reference is made to them. These GTC apply exclusively to customers who are entrepreneurs. Our offer is directed exclusively at entrepreneurs with a registered office in Austria and the European Union, but not at consumers. Enquiries from consumers will not be accepted. Deviations from these GTC apply only insofar as they have been agreed in writing by the contracting parties. Any of the customer's own GTC do not apply, even if we have not expressly objected to them. Persons who place orders or take over or collect goods for processing are authorized to accept our GTC on behalf of the customer and to make reservations in this respect.
- 1.2. The agreements reached with our employees are only valid if confirmed in writing by us; the same applies to commitments or information of any kind, which are provided by our employees.
- 1.3. For errors, such as to spelling, calculation or pricing, we expressly reserve the right to correction and adjustment charge.
- 1.4. We also expressly reserve the right to technical modifications to our equipment and facilities during the delivery period.
- 1.5. A transfer of rights from this contract shall only be permitted with our written consent.
- 1.6. The ordering customer is also liable if we invoice the order to a third party at his request.

2. PRICES AND TERMS OF PAYMENT

- 2.1. Our offers are subject to change without notice and non-binding. In case that there are general price increases or apportionable tax increases or major changes in exchange rates for countries of our parent companies until the day of delivery or transfer of risk, the price increases accordingly.
- 2.2. Our prices shall apply ex 6069 Gnadenedwald, Austria, excluding packaging. Packaging is charged at cost and cannot be taken back. The costs for a transport insurance, loading, checking as well as possible customs costs shall be borne by the customer. Unless otherwise stated, all prices are in Euros and excluding VAT. The customer bears all transport costs, freight and insurance expenses, customs duties, fees and charges.
- 2.3. The statutory value added tax (VAT) will also be charged at the applicable rate. Any fees are to be paid by customers.
- 2.4. Information in catalogues, brochures, etc. are non-binding and only become part of the contract if they are expressly referred to in the order confirmation.
- 2.5. Payments can only be made directly to us with a debit-free effect. If no other written agreement of other content is made, payments are due immediately after invoicing without any deductions.
- 2.6. Offsetting against counterclaims of the customer that are disputed by us and not legally established is excluded, as is the exercise of a right of retention without a legally binding title or based on claims from other legal transactions.
- 2.7. We accept bills of exchange, checks and money orders only as payment. Collection and discount expenses and the like are at the expense of the customer.
- 2.8. In the event of delayed payment, statutory default interest is charged for the time from the due payment date to the receipt of payment according to § 455f UGB (Austrian Commercial Code). In the event of delayed payment, reminder fees of 1% of the invoice amount, but at least EUR 40.00 will be charged as compensation for debt collection costs in accordance with § 458 UGB. The assertion of further rights and claims remains unaffected. However, we are also entitled to have the claim operated by a debt collection agency or a lawyer. The resulting costs are to be borne by the customer. If the customer is in arrears with the payment of older invoices, we are entitled to deliver outstanding deliveries only against prepayment. The purchase price is due without a reminder on our part.
- 2.9. For export orders, prepayment is agreed in principle. A waiver of this agreement requires a separate written agreement.
- 2.10. Invoices for repair or services for home or foreign orders are due immediately without any deduction.
- 2.11. The content of our order confirmations is to be checked by the recipient and obligates the recipient to immediately report any discrepancies to the message transmitted by him, otherwise the business with the content confirmed by us will be concluded.
- 2.12. Unless we make any other settlement of accounts, partial and payments on account apply to the oldest maturity date.
- 2.13. The customer is not entitled to withhold payments due to warranty claims or counterclaims.
- 2.14. Check for completeness and absence of defects of the consignment must be monitored immediately. Complaints must be notified in writing at other exclusion within 3 days from receipt of delivery.
- 2.15. If the customer does not accept the object of purchase within four weeks, calculated from the end of the non-binding delivery period or the notification of our readiness for dispatch, we are either entitled to only deliver against payment in advance or to withdraw from the contract and to seek compensation for non-performance. In both cases, we are entitled to claim 15% of the sales price as a contractual penalty in addition to the actual damage.
- 2.16. In the event of the return of the delivered object of purchase, the customer must bear any processing costs. If a closed purchase contract is cancelled prior to or after delivery of the goods, we are entitled, regardless of the fault of the customer, to request a 10% processing fee, calculated from the invoice amount, which does not exclude the assertion of higher damage.

3. DELIVERY TIME, DELAY IN DELIVERY, IMPOSSIBILITY, DELAY IN ACCEPTANCE

- 3.1. We are only obliged to perform the service as soon as the customer has fulfilled all of his obligations which are necessary for the delivery (e.g. receipt of the agreed down payment). We adhere to delivery times and dates as far as possible. Unless expressly agreed as binding, these delivery times and dates are non-binding and are always to be understood as the expected time of provision and handover to the customer. If the non-binding delivery date is exceeded by us for more than 6 weeks, the customer is entitled to withdraw from the contract with a minimum of 4 weeks grace period.
- 3.2. In the case of custom-made products, the grace period must be at least 8 weeks. The withdrawal is to be made by registered letter. The right of withdrawal relates only to the delivery or service part for which there is a delay. Claims for damages due to late performance or non-performance are excluded, except in the case of intent or gross negligence. If delivery is not possible due to delivery difficulties and / or price increases from our upstream suppliers or from the producer, we are entitled to withdraw from the contract without any obligation to pay compensation.
- 3.3. Our liability for damage caused by delay is also limited to 0.5% of the value of the delayed delivery, but not more than 5% of the value of that part of the delivery that was not delivered on time.
- 3.4. We are entitled to make partial deliveries and to invoice them separately.
- 3.5. The non-binding delivery period begins on the day of our written order confirmation. The delivery deadline is met if, by the expiry of delivery deadline, the delivery item has left our company or, in the case of direct deliveries, the factory of the pre-supplier or the readiness for dispatch has been communicated. Subsequent requests for changes and additions by the customer extend the delivery time appropriately. The same applies to unforeseen obstacles that lie outside our sphere and / or that of our upstream suppliers, such as: acts of God, strikes, lockouts, delays in the delivery of essential raw materials, materials or parts. If, through no fault of our own, we are unable to meet the non-binding delivery dates, the delivery times are automatically extended by the duration of the hindrance.
- 3.6. Shipping is usually from warehouse A-6069 Gnadenedwald or from warehouse Kufstein. Delivery is at the risk and expense of the customer, even if carriage paid delivery has been agreed. The risk passes to the customer as soon as the delivery item has been handed over to the freight forwarder or other shipping person, in the event of delay in acceptance by the customer from notification of readiness for dispatch. This also applies if partial deliveries are made or we have undertaken other services. Returns of goods require the express and written consent of DKS-Technik GmbH. Shipments to us are made at the sender's own expense and risk. We are entitled, but not obliged, to take out normal transport insurance at the customer's expense.

4. RESERVATION OF PROPRIETARY RIGHTS, ASSIGNMENT OF CLAIMS

- 4.1. We reserve ownership of the delivered goods until the purchase price has been paid in full. The customer bears the entire risk for the reserved goods, in particular for the risk of destruction, loss or deterioration.
- 4.2. In the event that the goods are processed or combined with third-party items, our ownership extends to the new item. The customer is entitled to resell the delivered goods in the ordinary course of business. Until full payment of the purchase price, the customer assigns all claims and security rights to which he is entitled from the resale as payment to us. He is obliged to note this assignment in his accounts. In the event of late payment by the customer, we are entitled to notify the resellers of the goods, which the customer must notify to us, of the assignment and to request payment to us.
- 4.3. Any pledging or transfer by way of security of our goods delivered under retention of title in favour of third parties is not permitted without our consent. The customer must notify us immediately of any attachment by third parties. Recognition of the balance does not affect the retention of title, nor does the handing over of bills of exchange or checks until the correct and actual redemption. If we have to make use of our retention of title and take back the goods, the goods that are taken back due to the retention of title will be credited, taking into account a price reduction appropriate to the storage period, wear and tear and other circumstances, but at least 30% of the invoice value. The customer undertakes to notify us before filing for insolvency proceedings so that we can take delivery of goods owned by us that are delivered under our retention of title.
- 4.4. In the event of late payment, we are entitled to secure the goods, although this does not cancel the customer's obligations under the purchase contract, in particular for payment. In the event of seizure of goods that are subject to our retention of title, the customer must immediately inform us in detail. Likewise, segregation of our goods due to an impending bankruptcy of the goods during the retention of title is not permitted. The goods delivered under retention of title must be properly stored and adequately insured against all foreseeable risks in the ordinary course of business.
- 4.5. Even if the customer makes payments on certain invoices, we are entitled, contrary to § 1416 ABGB (Civil Code of Austria), to settle these payments on other, younger or older invoices at our own discretion.

5. COMPLAINT OF COMPLAINT, WARRANTY, DAMAGES, PRODUCT LIABILITY, SECONDARY OBLIGATIONS

- 5.1. In the event of any other loss of warranty and compensation claims, defects must be reported in writing immediately after receipt of the delivery and service, at the latest within 5 days, hidden defects within 3 days after discovery. The complaint must be reasoned and substantiated.
- 5.2. The warranty period is a maximum of 6 months from acceptance. The customer must prove the existence of defects. § 924 ABGB (Civil Code of Austria) and § 933b ABGB do not apply. Our warranty obligation expires if the customer does not fulfil all contractual obligations, in particular his obligation to pay, in good time.
- 5.3. Minor technical changes as well as deviations from drawings and catalogues are considered approved in advance.
- 5.4. The customer is obliged to check the goods obtained from DKS-Technik GmbH for suitability for the intended purpose. If a written instruction manual has not been provided by DKS-Technik GmbH for the specific purpose, the customer is obliged to carry out tests before use at his own expense or to commission an authorized test institute to carry out corresponding tests.
- 5.5. In addition, the customer is obliged to notify DKS-Technik GmbH in writing prior to the application of processing methods that deviate from a standard, customary application method so that any necessary processing instructions can be created by DKS-Technik GmbH. However, DKS-Technik GmbH has no obligation in this regard.
- 5.6. In the case of justified defects, the warranty is limited to improvement, new delivery or supplementation of the missing item. We fulfil our warranty obligation at our option either by repairing or replacing the defective goods. Several improvements and replacement deliveries are permitted. Conversion and price reduction claims are excluded. The warranty expires if the customer or a third party not authorized by us has made changes or repairs to the goods.
- 5.7. To perform the warranty services, the customer must deliver the goods to us and collect them from us at his own expense and risk.
- 5.8. We are not liable for damage caused by unsuitable or improper use, natural wear and tear, failure to observe the operating instructions, incorrect or negligent handling or storage.
- 5.9. No warranty, guarantee or liability whatsoever is assumed for discounted and for damaged or sub-standard goods delivered as agreed.
- 5.10. Insofar as this does not violate mandatory law and unless otherwise stipulated in these conditions, we are only liable for compensation for damage that we have caused through gross negligence or wilful misconduct. However, this limitation of liability does not apply to compensation for personal injury. Liability for damage, indirect damage, lost profit, loss of interest, failure to save, costs for installation and removal, transport costs, consequential and pecuniary damage and damage from claims by third parties for which the manufacturer / producer, upstream supplier or supplier is responsible is excluded. In the event of gross negligence, liability is limited to the value of the delivery of goods, but at most to the sum that is covered by our insurance.
- 5.11. Liability for property and personal injury due to the Product Liability Act is excluded. The customer undertakes to transfer this disclaimer to his customers.
- 5.12. All claims for whatever legal reason, in particular for damages and warranty, expire six months after delivery. No warranty is given for used goods.
- 5.13. The assignment of warranty claims to third parties is excluded.

6. DATA PROTECTION

- 6.1. The provider and the customer are obliged to comply with the provisions of the Data Protection Act (DSG), the General Data Protection Regulation (GDPR) and any other general confidentiality agreement.
- 6.2. The provider processes the personal data required for the purpose of fulfilling the contract. The detailed data protection information (data protection notice) according to Art 13 ff GDPR can be found on our homepage at <https://www.dks.at/en/privacy/>
- 6.3. The customer is obliged to take all necessary data protection measures, in particular those within the meaning of the GDPR (e.g. obtaining the declaration of consent from those affected), so that the provider may process the personal data for the purpose of the contractual relationship.

7. ADDITIONAL INFORMATION ACCORDING TO THE ECG (E-COMMERCE LAW) FOR ORDERS IN THE WEB SHOP

- 7.1. The customer's order in the web shop constitutes a binding offer. A contract is only concluded after acceptance by DKS. An order can only be placed if all mandatory fields marked with an asterisk in the order form have been filled in. If any information is missing or if DKS is unable to fulfil the order for any other reason, the customer shall receive an error message.
- 7.2. Before the final submission of the order, the customer will be given the opportunity to correct his order. As soon as the order process is completed, the customer will be notified. This does not constitute acceptance of the customer's offer on our part. Once we have received the order, the customer will be notified of the receipt of his order via the e-mail address he has provided. This confirmation does not constitute an acceptance of the customer's offer on the part of DKS. Acceptance by DKS shall only take place when DKS sends the order confirmation.

8. PLACE OF PERFORMANCE AND JURISDICTION, CHOICE OF LAW

- 8.1. The place of performance for delivery and payment is A-6069 Gnadenedwald for both parties.
- 8.2. The exclusive local jurisdiction of the responsible court for Gnadenedwald is agreed as the place of jurisdiction. We reserve the right to sue customers at their general place of jurisdiction.
- 8.3. Austrian law applies exclusively, excluding the reference norms of international private law (e.g. IPRG, Rome I Regulation etc.) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 8.4. If provisions of these General Terms and Conditions are or become in the course of their duration legally ineffective, invalid and / or void, this does not affect the legal validity and the validity of the remaining provisions. In this case, the legally ineffective, invalid and / or void provision or, respectively, the provision that has become legally ineffective, invalid and / or void, is to be replaced by one that is legally effective and valid and equivalent in its economic effect of the replaced provision - as far as possible and legally permissible.