

## STEIN- UND KERAMISCHE INDUSTRIE

### 1. Area of Validity

- 1.1. These general terms and conditions shall be applicable between us (SSL) and individuals engaged in business (in the following: customer) for the commercial transaction as well as any future transaction, particularly in the event of **future complementary or follow-up contracts**, even if no explicit reference to these has been made in individual cases.
  - 1.2. The most recent version of our general terms and conditions (GTC) applies upon conclusion of the contract, available on our **homepage** (www.ssl-linz.at).
  - 1.3. All contracts shall be subject **solely** to these GTC.
  - 1.4. **The customer's general terms and conditions** or any changes or additional provisions deviating from our GTC shall not be applicable unless expressly accepted by us in writing.
  - 1.5. **The customer's GTC shall not apply** even if we do not expressly **contradict** these upon receipt.
- ### 2. Object, conclusion of contract
- 2.1. Our offers are all **non-binding**.
  - 2.2. **Promises**, assurance and guarantees from our side or agreements differing from these GTC regarding the conclusion of contract shall not be binding unless confirmed by us in writing.
  - 2.3. We shall be informed of any **information** about our products and services contained in catalogues, price lists, brochures, advertisements at exhibition stands, in circulars, advertising materials or through other media (information material) not issued by us in the event the customer bases his decision to order on these in which case we may provide comments on their accuracy. If the customer violates this obligation, all respective information from us is non-binding unless expressly declared part of the contract agreement in writing.
  - 2.4. Cost estimates are **non-binding**.
  - 2.5. Cost estimates are **available for a fee**.

### 3. Prices

- 3.1. Prices indicated shall in principle not be considered **all-inclusive-prices**.
- 3.2. Services ordered by the customer **not covered by the original order** are entitled to appropriate remuneration in the absence of agreed work compensation.
- 3.3. Our prices are calculated ex works loaded on lorries / waggons plus respective legally **applicable turn-over tax**. Costs of packaging, transport, shipping and loading as well as custom duties and insurances fees shall be borne by the customer. Packaging material may be returned to us only by express separate agreement.
- 3.4. Any packaging will be charged at cost price and is only returnable at the relevant works or at the relevant warehouse except as provided in the contract or mandated by legal regulations. The cost of transport to the collection facilities shall be borne by the customer.
- 3.5. Returnable packaging will be charged per day if not returned to us free of charge within 21 days of the customer's receipt of the contractual object.
- 3.6. In the event of changes of the calculation basis due to higher labor and material costs, increase in turn-over tax or any other circumstances, especially technical reason, after conclusion of contract, we are entitled to increase the contract price in proportion to the change to the basis of calculation.
- 3.7. For services performed, the delivery terms **"delivery free building site, without unloading"** shall include transport. The customer shall provide suitable access routes. In the event of more than 1.5 hours unloading time (per vehicle) or refusal of acceptance, the full cost of return transport and renewed delivery will be borne by the customer.
- 3.8. Services performed "fully assembled" as per agreement include installation personnel, means of lifting and connecting finished parts and the technical processing according to specifications. At the construction site, the customer shall provide free and timely access to energy and water supply and adequate assembly, storage and floor space for cranes, etc. Any underground pipelines, ducts, etc. are to be reliably indicated with accurate heights and axes in order to protect the customer from damage during lorry access.

### 4. Payment

- 4.1. Unless agreed otherwise, our invoices shall become due for payment in the agreed currency within 30 days of billing date. Discounts shall only be granted on the basis of a separate agreement.
  - 4.2. Payments are considered effected once the amount is irrevocably at our disposal. Payments by bill of exchange or cheque shall only be accepted on account of performance and subject to special agreement. Any and all discounting and bill charges shall be borne by the customer. If payment by bill of exchange is agreed, the term thereof shall not exceed 90 days after billing date.
  - 4.3. Customer payment references on bank transfers are not binding.
  - 4.4. Any payments received may be applied towards the oldest or least secured obligation at our discretion.
  - 4.5. Partial deliveries become due with immediate effect, independent of others or of completion of full delivery. Any down payments made upon the conclusion of contract shall be calculated in proportion to the individual partial deliveries, subject to any agreement to the contrary.
  - 4.6. An offset of any counterclaim is only permissible for legally recognized claims or undisputed counterclaims. The same shall apply to the assertion of retention rights respective to our invoice amounts.
  - 4.7. In the event of delay of payment within the framework of other existing contractual relations with us, we are entitled to **suspend** fulfillment of our obligations in this contract.
  - 4.8. We are also entitled to accelerate maturity of all claims for services already rendered within the current business relationship with the customer.
  - 4.9. In the event of delayed payment concerning only a single partial service, price reductions granted (discounts, allowances, etc.) cease to exist and will be invoiced.
  - 4.10. In case of delayed payment, the customer agrees to compensate us in full for all collection fees, expenses, attorney fees etc. related to the **collection of the debt**.
  - 4.11. **Any authority to offset the sum** is only permissible if the counterclaim has been legally recognized and is undisputed by us.
- ### 5. Customer obligations
- 5.1. **Our obligation to deliver goods or services** begins at the earliest after
    - a) clarification of all technical details.
    - b) the customer has established all technical and legal prerequisites (which we gladly furnish on request)
    - c) we have received the agreed down payments or securities and
    - d) the customer has complied with all contractual obligations in particular the following sub-items
  - 5.2. We are not liable for costs of any delay caused by a lack of or delay in fulfillment of customer obligations, in particular insofar as his responsibility concerning official authorizations, technical drawings, specification details for the contractual object, clarification of all technical details and down payments is concerned.
  - 5.3. The customer is not entitled to assign claims and rights to others from this contractual obligation without our written consent.

### 6. Execution of services

- 6.1. In the event of **changes or additions** to the contract after order placement for any reason whatsoever, the term of delivery or performance shall be extended accordingly.
- 6.2. In the event the customer wishes an **accelerated term of performance** after order placement, this constitutes a contract amendment. The possibly ensuing overtime and/or additional material purchasing costs shall be added to the amount due respective to the additional costs incurred.
- 6.3. Objectively justified **partial deliveries and performances** (e.g. installation size, construction process etc.) are permissible and may be invoiced separately.

### 7. Terms of Delivery and Services

- 7.1. Delivery period and deadlines shall be postponed for the duration of the situation in question in the event of delays due to force majeure, strike, delays that are unanticipated and beyond our control, due to events caused by our suppliers or other similar circumstances beyond our control. This does not affect the **customer's** right to withdraw from the contract if delays render the contractual commitment **unacceptable**.
  - 7.2. If the begin of performance or the performance itself is **delayed** or interrupted due to circumstances attributed to the **customer**, particularly when caused by a breach of duties pursuant to Point 5, delivery periods shall be extended and the completion date shall be respectively postponed.
  - 7.3. We are entitled to charge the customer 3% of the invoice amount for every month of delay for thus ensuing need for **storage** of materials and equipment etc. at our premises. This does not affect the customer's responsibility for payment obligation or obligation of accepting delivery.
  - 7.4. In the event of withdrawal from contract due to delay, the customer shall set a **final extension period** of 3 weeks in writing by means of registered letter under concurrent threat of withdrawal from the contract.
  - 7.5. If, after conclusion of contract, there is evidence that the customer's performance is at risk, e.g. delay in payment and default or the application for the initiation of insolvency proceedings, we are entitled to refuse delivery and, upon unsuccessful setting of a deadline to furnish securities, to withdraw from the contract and/or to claim damages. No deadline shall be set in the event the threat to customer performance is evident.
  - 7.6. Our confirmed delivery dates are non-binding dates of dispatch. We are entitled to reasonable partial deliveries in the event of divisible deliveries and, with appropriate advance notice, to early delivery.
  - 7.7. Where delivery on call has been agreed upon, the delivery is to be made within a reasonable period, within a minimum of 6 weeks of the day of call.
- ### 8. Risk of Loss and Shipment
- 8.1. The risk of loss or damage to the goods shall be transferred to the customer when the goods have been made **available for shipment in our works or delivery warehouse** or the material and/or equipment have been transferred to the carrier or conveyor. Dispatch, loading and unloading and transport are always at the risk of the customer.
  - 8.2. The customer authorizes any appropriate **shipping method**. Upon the customer's written request, transportation insurance will be taken out for the delivery at the customer's expense.
  - 8.3. The customer is responsible for the safety of material and equipment supplied by us and stored or assembled at the place of performance. **Any loss or damage** shall be borne by the customer.
  - 8.4. Any collection agreed upon must take place at the latest within 14 days of the agreed date.
  - 8.5. If shipment is delayed at the customer's request or in the case of default of acceptance, risk shall pass to the customer on the date of notification of readiness for dispatch. Storage of the contractual object shall be effected in the customer's name and at the customer's cost.
- ### 9. Default of acceptance, default of payment
- 9.1. In the event of more than 6 weeks default of acceptance by the customer (acceptance refusal, delay of advance payment or other reasons, no call for delivery within reasonable time of order or call), and if the customer has not remedied the situation causing delay or prevention of delivery of performance attributable to the customer despite reasonable grace period, we are entitled to dispose otherwise of specified equipment and materials, assuming the contract is still valid, insofar as we are able to replace these within a respectively reasonable time period in the event services and performance are continued.
  - 9.2. In the event of delayed acceptance of a delivery by the customer, we are entitled to store the goods in our warehouse incurring a **storage fee** for the customer as per point 7.3. upon insistence on fulfillment of contract.
  - 9.3. In the event of a justified withdrawal from the contract, we may demand **flat-rate compensation charges** consisting of 20% of the gross order amount without proof of the actual damage incurred.
  - 9.4. The assertion of claims for higher compensation is permissible.
  - 9.5. In the event of **blameful or blameless default of payment** by the contracting party, a default interest of 10% points over the base rate p.a. may be charged, without prejudice to the right to ancillary compensation of default damages.

### 10. Reservation of property rights

- 10.1. All goods supplied, mounted or otherwise transferred shall remain our property until full payment has been effected
  - 10.2. **Resale** is permissible only if we have been informed well in advance of buyer's name and exact address and is subject to our approval. Upon approval, the outstanding purchase price claim shall immediately be assigned to us.
  - 10.3. **This assignment must be noted** in the customer's books and shall be communicated to any debtors until full payment of purchase price has been effected. The customer must provide all documentation and information available necessary to enforce the assigned claims upon request.
  - 10.4. The customer declares his express agreement allowing us access to the **premises** at which the goods subject to retention of title are being stored.
  - 10.5. **Necessary costs** relevant to the appropriate prosecution shall be borne by the customer.
  - 10.6. It must be expressly stated that reservation of property rights shall include **withdrawal from contract**.
  - 10.7. We are entitled to freely and as best possible **utilize** the goods returned and subject to reservation.
  - 10.8. Until all payment claims have been met, the subject of performance or object sold may neither be pledged, transferred as security nor encumbered **with rights of third parties** in the event of seizure or other claims, the customer is required to advise of our right of ownership and notify us immediately.
  - 10.9. The conditional goods are to be appropriately and separately stored at the customer's expense as well as specially marked and insured against risk of damage, accidental loss and theft upon our request. The respective insurance policy shall be submitted to us upon request. Our customer hereby in advance assigns us the rights to all insurance claims for the value of the conditional goods and agrees to transfer the respective payment to us. We are entitled to withdraw from the contract, collect any conditional goods and if necessary gain access to the customer's premises and offices through our representatives, insofar the customer is in default of contractually agreed payments.
  - 10.10. In the event our conditional goods are processed, treated or mixed, the respective processing, treatment or mixing shall be made for us without guaranty. For goods processed by the customer with other items not belonging to us, we shall be entitled to co-ownership of the new goods in relationship to the value of our conditional goods and the other processed items at the time of processing. Conditional goods treated or mixed with other goods, we are entitled to co-ownership relative to the object value at the time of treatment.
  - 10.11. In the event of any prohibition of assignment in the event of resale, installation or delay of payment, the customer shall inform any third-party purchaser of this advance assignment. Should our conditional goods be sold to a third party in conjunction with other goods, the customer is required to invoice the goods separately. To the extent a separate invoice has not been issued, we shall receive the invoice value of our delivery in proportion to the total asking price. The reservation of property rights mentioned above remains in effect if individual customer claims against third party purchasers are part of a current invoice. In this case, the customer herewith assigns us the current balance is in his favor. In the event of delay of payment by the customer, we are entitled to collect the assigned claim from any third party debtor directly.
- ### 11. Property rights of third parties
- 11.1. The customer assumes full responsibility for the non-infringement of third party rights for goods manufactured and delivered by us according to **customer specifications** (design specifications, drawings, models or other specifications, etc.). The customer assumes sole responsibility that the production of the items delivered does not infringe the rights of third parties.
  - 11.2. In the event protective rights are then claimed, we are entitled to **discontinue production** of the items delivered at risk of the customer until further clarification of rights unless claims made are evidently unjustified.
  - 11.3. Likewise, we may recover necessary and required costs incurred in order to ensure replacement.
  - 11.4. We are entitled to **claim advance payment** for any reasonable legal costs incurred.

### 12. Our intellectual property

- 12.1. Items delivered and pertinent production documents, **plans**, sketches, cost estimates and other documents as well as software supplied by us or created through our contribution shall remain our intellectual property.
- 12.2. Their use and in particular their distribution, duplication, publishing or provision to others, including partial duplication, as well as imitation, processing or commercial exploitation requires our **express approval**.
- 12.3. The customer shall further **keep confidential** from third parties any knowledge acquired through our business relationship.

### 13. Warranty

- 13.1. **The warranty period** for our movable goods and construction work is one year from date of delivery.
- 13.2. Except when agreed to otherwise (e.g. formal acceptance), the **date of delivery** shall be the date of completion, at the latest after transfer of authority to dispose of goods/services or when customer has declined delivery acceptance without providing reasons. On the day the customer is informed of order completion, the authority to dispose of goods/services shall pass to the customer unless delivery is declined on reasonable grounds.
- 13.3. The **correction of a defect** maintained by the customer does not constitute acknowledgment of said defect.
- 13.4. The customer must always **offer proof** of existence of any defect at the time of delivery.
- 13.5. With regard to purchases, we shall be liable for defects to the exclusion of claims as mentioned in the following:
  - a) Our customer shall diligently examine the contractual object immediately upon receipt, if necessary by means of sampling. Obvious defects shall be immediately specified in writing after receipt and before use of the contractual object, at the latest within 8 days of receipt. In the event of a complaint, the customer shall accept delivery of the contractual item which shall be appropriately stored and returned only at our express request.
  - b) Defects not discernible after diligent examination shall be claimed in the same manner immediately after being detected. Should the complaint not be made in due form or within the specified time, the contractual item shall be regarded as approved.
  - c) Our customer must allow our representatives to view and check the disputed contractual item otherwise all warranty shall be null and void.
  - d) We do not provide warranty for inappropriately used or treated contractual items. Warranty claims shall be forfeited in the event of damage to or destruction of the contractual item due to improper handling or storage subsequent to the transfer of risk. Notwithstanding the information or directives included in the contract, warranty claims of any kind shall be forfeited.
  - e) Normal trade and/or manufacturing variations regarding dimensions and material shall not entitle to a complaint against the contractual item, insofar it remains within the framework of relevant standards.
  - f) Excess and short deliveries regarding quantity and number of items are allowed up to 10%, except for the delivery of sleepers, and do not and do not qualify as grounds for complaint.
  - g) Defects shall be rectified at our discretion by repair or replacement delivery. The customer shall grant an adequate time period and opportunity to rectify any defect. If such allowance is not made, any warranty claims against us shall be forfeited. In the event subsequent attempts should fail on several occasions, the customer is entitled to withdraw from the contract or demand a reduction in price.
  - h) No warranty shall apply for items made to specification according to customer's information, calculations or design specifications should complaints ensue from them.
- 13.6. **Notice of defects and claims** of any kind shall be made immediately to our headquarters (at the latest within 8 work days) in writing including a precise **description of possible causes**, otherwise loss of warranty and damage compensation claims may ensue. The contested goods or services shall be returned if feasible.
- 13.7. In the event of **unjustified claims**, the customer shall compensate us for resultant expenses incurred for the repair or determination of any defect.
- 13.8. We are entitled to carry out or have carried out tests we deem necessary, even though goods or workpieces may thus be rendered useless. In the event the test results show that we are not responsible for any errors, the customer shall bear reasonable costs for these tests.
- 13.9. Transport and travel expenses ensuing from corrective measures shall be borne by the customer. The required payment of energy and premises shall be provided by the customer on our request pursuant to point 7.

- 13.10. The customer shall allow us at least **two attempts** at corrective measures.
- 13.11. If delivery items are made based on customer information, drawings, plans, models or other specifications, warranty extends only to the agreed scope of manufacture only.

- 13.12. The fact that the work is not fully qualified for use as agreed does not constitute a defect if it is caused solely by the fact that actual conditions differ from those provided to us by the customer at the time goods are sold or services rendered and due to failure to meet obligations pursuant to point 5

### 14. Liability

- 14.1. We shall be liable only for **financial damage** in the event of intent or gross negligence owing to breach of contractual or pre-contractual obligations, particularly due to impossibility of delivery, delay, etc.
  - 14.2. Liability is **limited** to the maximum limit of liability covered by the indemnity insurance arranged through us.
  - 14.3. This restriction also applies in respect to damage to items we have **accepted for processing**.
  - 14.4. Damage claims must be made within six months of establishing judicial proceedings at the **risk of forfeiting respective rights**.
  - 14.5. Liability restrictions also apply to claims against our **employees**, agents and representatives due to damages without reference to a separate contract between the customer and themselves.
  - 14.6. We shall not be liable for damages caused by **improper handling or storage**, overloading, failure to follow operating and installation instructions, incorrect installation, incorrect operation, maintenance or repair by the customer or by unauthorized third parties, or normal wear and tear, insofar these reasons have caused the defect. Liability is also excluded due to neglect of required maintenance.
  - 14.7. If and insofar the customer receives **insurance benefits** through insurance concluded by him or on his behalf (e.g. liability insurance, comprehensive insurance, or insurance covering transportation, fire or business interruption, etc.), the customer agrees to claim insurance benefits, limiting our liability to losses suffered by the customer due to said insurance claim (e.g. higher insurance premiums).
- ### 15. Severability clause
- 15.1. Should individual provisions of these general terms become ineffective, the validity of the remaining general terms shall not be affected.
  - 15.2. The parties herewith agree to a **substitute regulations** – presupposing bona fide contracting parties – approximating the economic value as best possible and taking into account the ineffective provisions customary to the trade.
  - 15.3. Moreover, all contractual relations are subject exclusively to Austrian law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

### 16. General regulations

- 16.1. **Austrian law** shall apply.
- 16.2. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 16.3. **Place of performance** is the company headquarters (Salzburger Straße 305, 4030 Linz).
- 16.4. **Place of jurisdiction** for any and all disputes arising from all contractual relationships or future contracts between the contractor and the customer shall be the local competent court of the contractor's company headquarters.
- 16.5. The customer shall inform us immediately and in writing of any **changes** to name, company, address, legal status or other relevant information.