

GENERAL TERMS AND CONDITIONS OF THE SUPPLY OF SPARE PARTS

GENERAL INFORMATION:

All deliveries of spare parts and related services, in particular, installation of spare parts by SPRINGER Kommunal- und Umwelttechnik GmbH ("SPRINGER") are carried out only under the following conditions, if and insofar as special written agreements are not made in individual cases. These conditions also apply to all future orders, deliveries and services, even if they are not expressly mentioned there. External terms and conditions do not apply even if they have not been expressly objected to.

CONCLUSION OF CONTRACTS:

The customer's orders become legally effective and binding for the customer upon written acceptance by SPRINGER ("Order Confirmation") and, in the absence of such order confirmation, at the latest upon delivery to the customer. SPRINGER reserves the right to (i) refuse orders at any time without giving reasons and (ii) to accept orders only in quantities which, based on its experience, correspond to the usual order quantities of a company comparable to the size of the customer's company.

Delivery times stated by SPRINGER are subject to change without notice, non-binding and, in particular, subject to the timely provision of any on-site services by the customer and punctual delivery by SPRINGER's suppliers. In case of delayed performance of possible services provided by the customer or non-performance of other obligations by the customer (including timely payments), SPRINGER is entitled to suspend the performance of its own services giving written notice to the customer until the obligations are fulfilled by the customer.

SUPPLIES AND SERVICES TO BE PROVIDED BY THE CUSTOMER (AT THE CUSTOMER'S OWN EXPENSE):

- All spare parts and components not explicitly mentioned in the order or order confirmation
- Dismantling of existing parts and installation of the new components
- Conversion (extension) of the hydraulic and pneumatic systems, the electrical control system as well as the electrical installations, cabling and commissioning
- The customer is solely responsible for all safety measures and for compliance with all obligations and requirements relating to occupational health and safety.

- The customer is obliged to provide suitable structural conditions, housing, installations, devices and units, and to take appropriate hazard prevention and employee safety measures at its own cost, and to ensure compliance with the hazard prevention and employee safety measures. It is agreed that the areas of fire safety, fire surveillance and fire prevention (along with the availability of all necessary and appropriate fully functional equipment and the provision of a sufficient number of fire extinguishers) are the sole responsibility of the customer. If official approvals contain requirements concerning fire safety, the customer shall make SPRINGER and SPRINGER employees working at the customer's site aware of any possible obligations in connection therewith. However, this does not alter the fact that it is the customer's sole responsibility to ensure compliance with such requirements.

PAYMENTS:

Payment for the spare parts supplied by SPRINGER and the services provided by SPRINGER shall be made in the currency and amount indicated in the corresponding invoice.

If SPRINGER deems it necessary, SPRINGER is entitled to demand full or partial advance payment or reasonable security for payment that is acceptable to SPRINGER.

If the customer does not pay the amounts due within the agreed period, interest will be charged to the customer at the statutory rate, regardless of other rights available to SPRINGER. The interest accrues daily, based on the outstanding amount, from the due date until its full payment. The customer must reimburse any reasonable costs incurred by SPRINGER or its agent during the recovery of arrears.

To issue advance payment guarantees, the contractor shall charge the customer a fee of 0.85% p.a. above the guaranteed amount during the guarantee period. The invoice will be issued after the advance payment guarantee has been issued and transmitted and shall be due for payment within fourteen (14) days.

The contractual parties agree that after the end of the installation work, but at the latest before the start of commissioning, all payment obligations on the part of the customer that have been contractually agreed up to that point must be fulfilled. Based on this contractual agreement, the contractor shall waive the right to receive an additional banker's guarantee. After completion of the installation work, but at the latest before the start of commissioning, the customer shall provide the contractor with a payment guarantee (banker's guarantee) issued by a first-class banking establishment for the remaining part of the order value not yet due at that time. The term of the payment guarantee shall be twelve (12) months from the end of the installation work.

RETENTION OF TITLE:

SPRINGER retains title to the deliverables until full payment is received.

PLANS, DRAWINGS AND TECHNICAL DOCUMENTATION:

Plans, drawings and technical documentation produced by SPRINGER and arising in respect of the deliverables are and shall remain the sole and exclusive (intellectual) property of SPRINGER. They may not be used for any purpose other than that for which they were supplied without the authorization of SPRINGER. They may not be used for other purposes, copied, reproduced, given to the third parties or disclosed without the authorization of SPRINGER.

DELIVERY:

Unless otherwise agreed, deliveries of spare parts are carried out based on FCA (Incoterms 2010) A-9833 Ranggersdorf.

LIABILITY FOR DEFECTS:

The warranty period is six (6) months from the date of delivery of spare parts or provision of services by SPRINGER. The customer is obliged to notify SPRINGER in writing, within eight (8) days from the date of delivery of spare parts or performance of services owed by SPRINGER of any defects covered by this warranty, failing which any such claim shall lapse.

Warranty claims are particularly excluded if the customer or a third party fails to install or use the deliverables in the manner specified by SPRINGER, if operating instructions are not complied with, if the customer or a third party makes modifications or if the deliverables consist of components where the length of life is limited and dependent on the use, treatment or care of the product. Furthermore, SPRINGER assumes no liability for normal wear and tear or deterioration.

SPRINGER fulfils its warranty obligations at its sole discretion either exclusively by repair or by replacement. Replaced parts become the property of SPRINGER.

LIABILITY FOR DAMAGES:

SPRINGER will only be liable for damages if these are due to intent or gross negligence on the part of SPRINGER. Liability for petty negligence, for downtime, loss of profit, loss of use, contractual losses or any other indirect or consequential damage is excluded.

FORCE MAJEURE:

SPRINGER shall be not liable for any loss or damage which may arise to the customer as a direct or indirect consequence of prevention, obstruction, delay or economic failure of the supply of goods or provision of services caused by an event beyond the control of SPRINGER ("force majeure event").

All liabilities of SPRINGER shall be suspended for the duration of the force majeure event.

FINAL PROVISIONS:

Austrian law will solely apply with the exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The sole venue for all disputes arising from the contract is the court responsible for such disputes in Klagenfurt, Austria.

Should any provisions in these Terms and Conditions be void or unenforceable, the other provisions will remain unaffected. The invalid provision shall be replaced by a valid provision that corresponds to the intent and purpose of the invalid provision.

Modifications and updates to these Terms and Conditions always require express written confirmation by SPRINGER.