

# General Terms of Sale and Supply of MUT Maschinen-Umwelttechnik-Transportanlagen GmbH ("MUT")

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## I. Scope

1. The scope of these General Terms of Sale and Supply ("GTC") covers all quotations, legal transactions and other services of MUT.

2. MUT's offers are exclusively based on these GTC. By the signing of the contract, MUT and the contractual partner agree that these GTC shall become an integral part of the contract. These GTC shall apply to future services in current business relationships – in particular to future supplementing or follow-up purchase orders – even if they are not expressly agreed again.

3. Deviating agreements require the written form for validity.

4. MUT hereby objects to any (general) terms and conditions of the contractual partner, which are not recognized by MUT. Terms and conditions of the contractual partner shall also not impose any obligations on MUT, even if it is not objected to them again on the signing of the contract, unless MUT expressly agrees in writing to the applicability of the contractual partner's general terms and conditions.

5. All illustrations such as quotations and cost estimates, as well as service descriptions in brochures, ads or on MUT's website are subject to change and develop no binding effect.

## II. Offer and Acceptance

1. MUT's offers are subject to change, unless the offer is expressly referred to in writing as being binding.

2. As soon as the purchase order is issued, the contractual partner shall be bound by its purchase order for a period of 30 days. Accordingly, a contract will come into effect only when MUT sends a written confirmation of the order to the contractual partner.

3. MUT can assume the legitimacy of the authorization of the respective person issuing the order to represent the company and it is not obligated to verify the authorization.

4. MUT has discretion to perform the agreed service itself or have a selected subcontractor perform it on its behalf.

## III. Standards

1. The EU norms and standards applicable on the date of the conclusion of the contract are at the basis of the performance. The responsibility for the delivery being in compliance with the laws, norms and regulations applicable in the country of use is on the customer, except where expressly stated otherwise in the offer or the order confirmation from MUT.

## IV. Quotations, Cost Estimates

1. Quotations and cost estimates shall be drafted by MUT according to the best of its knowledge. MUT, however, gives no guarantee for the correctness and completeness of its quotations.

2. Unless agreed otherwise, drafted quotations are subject to payment.

## V. Prices

1. MUT's price indications, subject to differing agreements, are net (euro) prices ex-factory/place of business of MUT, without packaging, discount and value added tax. The price quotations and discount rates indicated by MUT apply exclusively to the respective individual purchase order. MUT is permitted to adjust the contractually agreed payments according to the price staggering procedure detailed in the quotation, unless unexpected changes outside of the control of MUT occur in subsequence and lead to a significant increase of costs. Changes that entitle to a price adjustment pursuant to this provision are, in particular: changes in wage costs due to legal regulations, ordinances or conclusions of new labor agreements; increases of customs duties, changes in official exchange rates or expenses, changes in the costs of materials and changes in other external production costs.

2. The contractual partner shall be informed immediately, as soon as a cost increase arises of at a minimum 15% of the calculated total price. The contractual partner shall express its objections to the price increase in writing within three days from notification, as its agreement with the price increase will be assumed otherwise. If the contractual partner does not inform MUT in writing within three days from notification about the cost increase that it objects to the announced cost increase, MUT shall have the right to withdraw from the contract. The contractual partner shall be obligated in that case to compensate the actually incurred expenses to MUT in the full amount.

3. Appropriate prices can be readily invoiced by MUT for changes made to purchase orders or additional purchase orders.

## VI. Terms of Payment

1. The agreed purchase price shall be due immediately upon invoicing, unless agreed otherwise. At the same time, the contractual partner declares its agreement with the electronic transmission of invoices. All incidental costs of the contract such as shipping and packaging costs, financing costs, costs for security of the purchase price claim, fees, interest and similar shall be borne by the contractual partner.

2. If the contractual partner does not pay the agreed purchase price within 30 days from the due date, MUT shall have the right to suspend the performance of the contractual obligations up until payment with the contractual partner coming to be in default of payment. In that case, default interest in the amount of 8% above the respectively applicable base interest rate of the Austrian National Bank is agreed. If installment payments are agreed and if the contractual partner is in default with an installment for more than 60 days, the entire remaining purchase price will be due immediately. Costs that MUT incurs in consequence of the default on payment or suspension of the performance of the contract shall be borne by the contractual partner. In the event of a default on payment for more than 90 days, MUT shall have the right to withdraw from the contract.

3. Payment will be deemed on time if the owed amount is available for disposition on the account of MUT on the last day of the payment period.

4. All payments shall be transferred to the business account of MUT, in each case free of expenses and without deductions.

5. If circumstances become known to MUT, which give cause to justified doubts as to the ability or willingness of the contractual partner to pay, MUT shall be entitled to make the delivery of the goods dependent on the immediate payment of the entire amount receivable. The same applies if the contractual partner is in default of its payment obligation. In such cases, MUT shall have the right to call all receivables for immediate payment. In addition, the contractual partner undertakes to assume any costs that are related to the enforcement of claims (e.g. dunning fees).

6. Offsetting by the contractual partner of its of claims against MUT's claims is excluded, unless such claims have been established by a court or acknowledged by MUT. In addition, the contractual partner is not permitted to hold back payments for reason of warranty claims. Payments of the contractual partner shall be initially credited toward repair costs, then toward receivables for spare parts, then toward interest and other incidental fees and only finally toward the goods that are subject to the reservation of title.

7. The terms of payment shall be acknowledged to MUT, subject to a positive credit check of the contractual partner. In this regard, the contractual partner declares its explicit agreement that its data may be transmitted for the purpose of creditor protection to the public privileged creditors' protection associations of the Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Creditreform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870 (KSV), as well as ACREDIA Versicherung AG and Österreichische Kontrollbank AG. In case of a lacking or insufficient credit rating, MUT reserves making a corresponding change to the terms of payment.

## VII. Reservation of Title

1. The object of purchase and any accessories shall remain the property of MUT (property subject to the reservation of title) until the contractual partner's obligations as agreed with regard to the object of purchase have been satisfied in full, notably also if individual parts have already been paid.

2. In the case of arrears in payment of the contractual partner (according to Sec. VI (2)), MUT may collect the goods at any time. At the same time, the contractual partner is obligated to refund the related costs (e.g. transport costs, taxes, fees, customs duties).

3. For as long as the reservation of title applies, a sale, pledging, transfer by way of security, renting or other transfer for use of the object of purchase is not permitted without MUT's written agreement. In case MUT has given its written agreement, the contractual partner undertakes to assign any and all claims for payment resulting from resale, leasing, etc. of the

object of purchase to MUT. The contractual partner shall be obligated in this regard to hand over all documents relating to the resale to MUT on request.

4. The contractual partner is obligated for the duration of the retention of title to insure the object of purchase on MUT's request. The insurance shall be for the price as new covering all risks including fire. The transferability of the insurance policies shall be limited in favor of MUT.

5. The contractual partner shall be obligated to keep the object of purchase in a proper condition for the duration of the reservation of title. If a repair is necessary, the contractual partner shall have it performed without delay at the MUT's repair workshops – except in emergencies – or at a workshop to be named by MUT.

## VIII. Delivery

1. MUT's delivery periods are generally subject to change, unless agreed otherwise and they apply as the expected date of the handover of the contractual products to the contractual partner. The contractual partner, however, undertakes to accept the contractual products on the originally agreed delivery date.

2. The delivery periods shall begin only upon the complete advance performances to be made by the contractual partner such as prepayments, provision of required approvals or documents or agreed security deposits. Otherwise, the delivery period shall prolong by this period.

3. In the event of acts of God and unexpected events, e.g. lockdowns ordered by the authorities in the context of the COVID-19 pandemic or if parts are verifiably not deliverable from subcontractors, the agreed delivery date shall also be deemed obsolete. The new delivery date can be postponed for the duration of the delay.

4. If the agreed delivery date is exceeded by 8 weeks for reasons within MUT's responsibility, the contractual partner shall have a right of withdrawal by setting a further, 8-week grace period. Withdrawal shall be declared in writing for this purpose.

5. In the case of default, any liability shall be excluded if the delivery date is not exceeded by more than 16 weeks. If the 16-week period is exceeded, MUT shall be liable of gross negligence or intent. In this case, it shall be liable only to an extent of 5% of the agreed contract value. MUT shall have no liability in cases of acts of God or simple negligence. Further claims and rights of the contractual partner are excluded. The specified limitations shall not apply to liability for personal injuries.

## IX. Place of Performance, Transfer of Risk

1. MUT shall generally deliver the contractual products based on EXW according to the Incoterms 2020, unless agreed otherwise.

2. The place of performance is the supplier plant of MUT.

3. Risk and hazards shall transfer to the contractual partner on fulfillment. If a period for collection is set by the supplier plant and it is exceeded by the contractual partner, MUT can charge an appropriate fee for storage.

## X. Warranty and Liability

1. The warranty period is 12 months from the complete handover to the contractual partner, unless agreed otherwise. If later part deliveries are delayed for reasons caused by MUT, the warranty period shall prolong for the period of the delay. In case of a rectification of defects by MUT, the original period of 12 months shall not prolong.

2. Repair works are subject to a warranty only as relates to replaced original spare parts and only within the scope of the warranty given by the manufacturer or supplier of such parts. No warranty is given for used vehicles.

3. The “assured properties and condition” in the definition of Sec. 922 (1) ABGB [Austrian Civil Code] cover only such that have been expressly assured by MUT. Product descriptions, brochures and other general information from MUT (or a third-party manufacturer), shall not be regarded as assured properties and conditions.

4. The warranty shall expire in the following cases:

- a) on the resale of the object of purchase by the contractual partner within the warranty period;
- b) if the object of purchase has been modified by installation of parts from external sources and the contractual partner has performed repairs on the object of purchase on its own;
- c) if the contractual partner does not follow the rules on the handling of the object of purchase (e.g. operating manual);
- d) in case of natural wear and tear, which is due to negligence, intent or improper handling;
- e) in case mandatory inspections are omitted.

5. The contractual partner is obligated to inspect the goods immediately and fully, and it shall send MUT a written notification of any defects discovered in the process, stating the kind and scope of the defect, at no delay, whereas at the latest 14 days from the handover. Otherwise, the warranty claim will be lost (notification of defects, Sec. 377 UGB [Companies Act]).

6. Hidden defects must be notified in writing upon their first occurrence within the same period and with the same legal consequence.

7. The presence of a defect at the time of the handover must be proven by the receiving party (contractual partner). If a defect is notified without cause, MUT shall have the right to invoice the contractual partner for the costs incurred for the inspections.

8. The contractual partner shall grant MUT a period of at least 6 weeks for reworking or replacement. If this period is shortened inappropriately, MUT shall be released from its warranty obligation.

## XI. Damage Compensation

1. Damage compensation claims, except for personal injuries and liability pursuant to the PHG [Product Liability Act], are excluded in cases of simple negligence. Any liability of MUT for consequential damages of any kind (e.g. lost profit) is fully excluded.

2. The damaged party shall have the burden of proof.

3. In cases of unavoidable events (e.g. acts of God) or, in particular, due to the COVID-19 pandemic (e.g. lockdowns ordered by authorities), MUT shall have the right to withdraw from the contract after three months, without entitling the contractual partner to claims of damage compensation for this reason. MUT shall receive payments from the contractual partner for the services performed up to this point in time. Likewise, all necessary costs shall be compensated by the contractual partner, which were expended to secure and protect the services performed so far. If the disruption is only temporary, MUT shall have the right to perform its delivery within an appropriate period following the end of the obstruction.

4. These restrictions shall also apply regarding damages on objects that have been received by MUT from the contractual partner for processing/repair.

5. MUT shall be liable only for the safety of its products, which can be expected based on approval regulations, operating instructions and regulations of the supplier plant/company for handling and other information in a careful consideration.

6. All damage compensation claims shall lapse by limitation at the end of the warranty period and – with expiration otherwise – must be claimed in writing within one month from taking notice of the damage and the party causing the damage.

## XIII. Confidentiality:

1. MUT reserves all intellectual property rights on the documents, information, quotations, data, presentations, diagram drawings, know-how, etc. that have been transferred by MUT.

The customer shall receive a non-transferable and non-exclusive license to use the intellectual property and software of MUT, which shall be limited to the purpose of the operation and servicing of the object of delivery. Any transfer of such information to third parties, whether in modified or processed form, is prohibited.

## XIV. Data Privacy

1. Regarding data privacy and the GDPR, respectively, it is referred to MUT's supplemental sheet UV008.

## XV. Severability Clause, Requirement of the Written Form

1. If provisions of these GTC should be/become fully or partly invalid, the remaining provisions of these GTC shall remain in full force and effect. The invalid provision shall be replaced by another provision, which is legally permissible, and which reaches the intended purpose in the best possible way.

2. Any change of a contract concluded between MUT and its contractual partner requires the written form. Verbal agreements are not permissible. This requirement of the written form can be waived only by a separate agreement, which on its part requires the written form.

## XVI. X. Applicable Law, Place of Jurisdiction

1. The substantively competent court at the place of the registered office of MUT shall have exclusive jurisdiction over any disputes arising in the business relationship between MUT and the contractual partner. MUT shall furthermore have the right to file suit at the general place of jurisdiction of the contractual partner.

2. Exclusively Austrian substantive law applies, to the exclusion of the rules on the conflict of laws and the UN Convention on Contracts for the International Sale of Goods.