

Terms of Sale and Delivery

SFC Umwelttechnik GmbH

§ 1, Scope of application:

1. The following terms and conditions of sale and delivery are an integral part of all purchase contracts, contracts for work and labour or contracts for work and materials or similar legal transactions concluded by us with purchasers. They shall be deemed to be recognised for the duration of the business relationship. Deviating provisions of the customer shall not be valid unless they have been recognised by us in writing.

§ 2, Offer and conclusion of contract:

1. Our offers are subject to change and non-binding with regard to prices and delivery times. Drawings, illustrations, dimensions, weights or other performance data (with the exception of prices and delivery times) are only binding if this is expressly agreed in writing.
2. If the buyer places an order, this shall be deemed to be a binding offer by the buyer. We can accept this offer at our discretion within 14 days by sending a written order confirmation.
3. A purchase contract shall only come into existence upon our written order confirmation, even if the order has been placed with one of our representatives.
4. All offer and project documents may not be reproduced or made accessible to third parties without our consent. They may be reclaimed at any time and must be returned to us immediately if the order is placed elsewhere.
5. Subsequent amendments and additions to the contract must be confirmed in writing in order to be valid.

§ 3, Prices and payment:

1. Prices are quoted ex works excluding freight, customs, import, ancillary charges and statutory VAT.
2. If prices are not agreed in advance, the contract shall only be concluded when the prices to be bindingly stated in the order acceptance have been confirmed by us in writing.
3. Should the prices of raw and auxiliary materials, wages, exchange rates or other economic circumstances with a recognisable effect on prices change between the conclusion of the contract and delivery, we shall be entitled to adjust the prices in line with these changes. Price increases apply to deliveries from the date specified by SFC Umwelttechnik GmbH.
4. Deliveries are made exclusively with advance payment, with the provision of a bank guarantee for the order value or within the framework of a credit limit secured by SFC Umwelttechnik GmbH through insurance credit limit. Unless special payment terms have been agreed, invoices are due net from the invoice date. All payments are to be made to us exclusively in EURO.
5. If the buyer is in default of payment, we are entitled to demand interest of 0.05 % per day, but at least 6 % p.a., without reminder, unless we can prove interest in excess of this. Default of payment shall be associated with the loss of all discounts, sales and freight reimbursements or the like that have been

granted. In the event of late payment, we shall also be entitled to demand immediate payment of all

other invoices not yet due and to charge pre-litigation costs, in particular reminder fees and legal fees, and to immediately cancel other orders confirmed to the buyer.

6. If, after conclusion of the contract, justified doubts arise as to the solvency or creditworthiness of the Buyer or if we only become aware of such circumstances existing at the time of conclusion of the contract at a later date, we shall be entitled either to demand cash payment or the provision of security prior to delivery or to withdraw from the contract and demand reimbursement of expenses from the Buyer, as well as to revoke any payment terms granted and to declare all credited claims immediately due and payable. Should the collateralisation of the above-mentioned credit limit be reduced by the insurance company, our delivery obligation shall be reduced accordingly.

7. We are entitled to offset payments against the buyer's older debts first, despite any provisions of the buyer to the contrary. If costs and interest have already been incurred, we shall be entitled to offset the payment first against the costs, then against the interest and finally against the principal performance.

8. We or companies affiliated with us may assert claims by way of offsetting. The buyer is then entitled to offset, withhold or reduce payment if notices of defects or counterclaims are asserted which have been legally established or are undisputed.

§ 4, Delivery:

1. Dispatch shall be at the expense of the buyer.

2. Scheduled delivery dates shall be adhered to as far as possible, but shall be extended appropriately in relation to the duration of the event in the event of unforeseen events, in particular, but not exclusively, in the event of operational disruptions, strikes, fire and natural disasters and/or other cases of force majeure. If we are not supplied by an upstream supplier, in particular by a raw material supplier, due to circumstances for which we are not responsible, we and the Buyer shall be entitled to withdraw from the contract; the Buyer shall not be entitled to any further claims for damages.

3. If a scheduled delivery date is exceeded by more than two weeks, the buyer must object to this and set us a reasonable grace period for fulfilment. If the delivery is not fulfilled even then, the buyer has the right to withdraw from the contract within two weeks after expiry of the grace period. The cancellation must be declared in writing.

The right of withdrawal shall not apply if we are unable to meet the subsequent delivery deadline through no fault of our own, in particular in the event of the Buyer's failure to fulfil its obligations in a timely and proper manner.

4. If we are responsible for non-compliance with agreed delivery deadlines, the buyer is entitled to demand compensation for delay. The claim for compensation is limited to a maximum of ½ % for each week of delay and in total to 5 % of the net invoice value of the delivery affected by the delay. Any further claims for compensation due to our delay in delivery are excluded, unless the delay is due to intent or gross negligence on our part.

5. The transfer of risk shall be governed by the provisions analogous to the agreed terms of delivery. Reference is made to the AÖSP and the CMR. In case of doubt, the risk is transferred to the buyer as soon as the consignment has been handed over to the person carrying out the transport or has left our warehouse for the purpose of dispatch.

6. The buyer is obliged to accept the goods on the agreed date. This also applies to partial deliveries, which we will endeavour to avoid. Upon default of acceptance, the risk of accidental deterioration and accidental

loss shall pass to the buyer and the buyer shall be obliged to pay compensation for any expenses incurred, such as storage costs. At the same time, no further obligation to deliver shall apply and the delivery shall be deemed to have been made. The agreed terms of payment shall not change as a result.

7. If the dispatch of the goods becomes impossible for reasons attributable to the buyer, the risk shall pass to the buyer upon receipt of the notification of readiness for dispatch.

8. In the case of call-off orders, the buyer undertakes to take delivery of the goods no later than 14 days after completion. Otherwise, the goods will be delivered automatically and, in the event of refusal of acceptance, stored publicly at the buyer's expense, whereby the delivery is deemed to have been made. The agreed terms of payment shall not change as a result.

9. Any discounts granted as well as sales and freight reimbursements shall be cancelled in the event of judicial or extrajudicial settlement proceedings, bankruptcy, payment arrears of more than 2 months and judicial collection. Discounts and other benefits granted shall only apply for the period for which they were agreed.

§ 5, Warranty:

1. The duration of the warranty period shall be governed by the statutory provisions. It begins with the invoice date. If the delivered goods are defective or lack warranted characteristics or if goods other than those ordered have been delivered, we shall be entitled, at our discretion, to supply a replacement, repair or make a subsequent delivery.
2. Further claims, in particular claims for damages of any kind, are excluded, unless we are compulsorily liable due to intent or gross negligence or the absence of a warranted characteristic. If the customer is a merchant, he is obliged to give notice of defects in writing without delay, at the latest within eight days, unless the law prescribes a shorter period. Purchasers with the status of merchants must report defects that cannot be discovered within eight days, even after careful inspection, immediately after discovery, with immediate cessation of any processing, but no later than three weeks after receipt of the goods. We shall be liable for replacement or subsequent deliveries and rectification work to the same extent as for the original delivery item.
3. The customer shall only be entitled to withdraw from the contract if we are unable to make a subsequent delivery, provide a replacement or rectify the defect or if a reasonable grace period set by the customer has expired. We shall not be liable for errors resulting from the documents (drawings, samples, etc.) submitted by the customer.
4. Notification of defects shall not entitle the customer to withhold invoice amounts. We are entitled to refuse to remedy defects as long as the customer does not fulfil his obligations. Defects in part of the goods do not entitle the customer to complain about the entire goods. Goods may only be returned with our consent.

§ 6, Retention of title:

1. We reserve title to all goods delivered by us until full payment of the invoice amounts plus interest and costs.

2. Acquisition of ownership of the delivered goods subject to retention of title by the buyer or third parties through processing or transformation into a new item is excluded. The item serves in full as security for the claims mentioned in the above paragraph. Insofar as goods from other suppliers are also processed, we shall acquire at least co-ownership of the new item, which shall remain unrestricted except for the proportion corresponding proportionally to the value of the other processed items invoiced by the supplier. In order to

secure our purchase price claim, the purchaser undertakes to assign to us his claims from resale and to make a corresponding note in his books or on his invoices. In the event of seizure or other claims, the buyer is obliged to point out our right of ownership and to inform us immediately. Only in the event that another supplier has validly asserted extended retention of title shall the relevant delivery claims be assigned to us to the extent of our ownership share in the goods sold.

3. If the buyer's claims from the resale of our reserved goods or the goods in which we have co-ownership are included in a current account, the buyer is obliged to assign these claims to us.

4. In the event of default of payment or suspension of payment by the purchaser, initiation of insolvency proceedings or other jeopardising of satisfaction, the purchaser is obliged to make the reserved goods recognisable as our property for any third party by means of signs or in any other way. He must send us a detailed list of the goods subject to retention of title still in his possession, even if they have been processed or treated, as well as a list of the claims assigned in accordance with the above paragraph, naming the third- party debtors.

Irrespective of this, persons authorised by us shall be entitled at any time to make appropriate determinations at the buyer's premises in order to safeguard our rights and to receive all documents required for this purpose. In the aforementioned cases, the goods subject to retention of title shall be returned to us at our request, carriage paid and free of charge, whereby we shall also be authorised to remove the goods without authorisation on the basis of an irrevocable consent hereby granted by the Buyer. In addition, we are authorised but not obliged to sell the goods by auction or by private treaty at our discretion and to offset the proceeds against the net purchase price.

5. The buyer bears the risk for the goods delivered by us. For the duration of the retention of title, he shall be obliged to store the goods carefully and to insure them adequately against loss, theft, fire, etc. He shall assign his claim against the insurance company to us. He hereby assigns to us his claim against the insurance company in the event of damage, up to the amount of our claims from the goods delivered under retention of title. In the event that the insurance does not cover the damage, the buyer shall settle our remaining claims himself.

6. The buyer is authorised to sell our goods in the ordinary course of business. Pledges or transfer of ownership by way of security are excluded. The buyer must inform us immediately of any seizure or other impairment of our rights by third parties and support us in the pursuit of our rights in order to avoid the occurrence of obligations to pay damages. The buyer shall be liable for all costs of judicial and extrajudicial intervention.

7. At the special request of the buyer, we shall be entitled to transfer the property reserved by us or to which we are entitled and/or to assign back the claims to which we are entitled from resale, even before full payment of all our deliveries, if and insofar as our security exceeds our total claim to be secured in each case by 20%. We shall determine which items and claims are released in this case.

8. The buyer undertakes to do everything possible, in particular to make any legal declaration to us or to a third party, to ensure that the agreed retention of title and the advance assignment are also effective under the foreign law of the place of delivery or the buyer's registered office.

§ 7, Limitation of liability:

1. We shall be liable within the scope of the statutory provisions. For damages outside the scope of application of the Product Liability Act only if intent or gross negligence on our part can be proven. In any case, liability shall be limited to the amount of the benefit of the insurance covered for this purpose. Liability for slight negligence, compensation for consequential damages and financial losses, unrealised savings, loss of interest and damages from third-party claims against the buyer are excluded in any case.

§ 8, Applicable law, place of jurisdiction, place of fulfilment, partial invalidity:

1. All disputes shall be decided in accordance with Austrian substantive law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

2. The place of jurisdiction for all disputes relating to the contractual relationship and its creation and effectiveness, as well as in the bill of exchange and cheque process, is the competent court in 5020 Salzburg. However, we are also entitled to appeal to the court responsible for the buyer.

3. The place of fulfilment for all obligations arising from the delivery transaction is A-5020 Salzburg.

4. If individual provisions of these terms and conditions are or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to agree on a new provision that comes closest to the purpose of the invalid provision.

No verbal collateral agreements to our Terms and Conditions of Sale and Delivery have been made.

Any amendment must be made in writing. This also applies to the amendment of the written form requirement itself.