

General Conditions of Sale

§ 1 General

1.1 These Conditions shall apply to:

- any person acting in a commercial or self-employed professional capacity (entrepreneur) upon conclusion of the contract, or
 - legal entities under public law, or public special assets.
- 1.2 All supplies and services shall be based on these Conditions as well as separate contractual agreements, if any. Deviating purchasing conditions of the Buyer shall not become part of the contract either by acceptance of the order or unless objections are made. In the absence of special agreement, a contract shall enter into effect upon the Seller's written acknowledgment of order.

1.3 If trade terms are agreed, the rules of interpretation of the Incoterms in force at the date of formation of the contract shall apply, unless otherwise provided for in these Conditions.

1.4 Documents such as illustrations, drawings, and information concerning dimensions and capacities shall be regarded as an approximate guide only, unless it is explicitly stated that they are binding. Cost estimates, drawings and other documents shall not be reproduced or made available to third parties; the Seller reserves the rights of ownership and use. The Seller shall not grant third parties access to documents which the Buyer designates as confidential unless the Buyer gives its consent.

1.5 The goods to be supplied shall always conform to the technical standards and regulations in force in the Federal Republic of Germany or in Austria. The Buyer shall bear the costs of inspections and acceptance procedures above and beyond the normal scope of inspection at the Seller's works. Inspections in accordance with foreign standards and regulations, which are to take place in the Seller's country, shall be performed at the Buyer's expense by companies accredited in the Federal Republic of Germany or in Austria, unless the contract provides otherwise.

§ 2 Price and Terms of Payment

2.1 Unless otherwise expressly agreed, the prices shall be ex works and inclusive of packing. The prices shall be subject to turnover tax in the statutory amount.

2.2 In the absence of special agreement, the payment shall be made, without any deduction, into the Seller's account as follows:

- one third as an advance payment when the order is placed,
- one third after expiry of half the period within which delivery is to be made,
- balance upon delivery, or upon notification of readiness for dispatch if the delivery cannot be affected immediately upon completion of the goods due to reasons for which the Seller is not responsible. Cheques and bills of exchange shall only be accepted as conditional payment.

2.3 If the Buyer delays in making a payment, interest shall be charged on the amount due at 8% above the base interest rate, unless the Buyer can demonstrate that a lesser loss has been suffered.

2.4 The Buyer shall have the right to withhold payments or set off against counterclaims only in so far as its counterclaims are uncontested or have legal force.

§ 3 Intragroup Set-Off Clause

The Seller shall be entitled to set off any amounts due and not due, as well as amounts due in future, payable by the Buyer to the Seller or to companies of the Voith group, against such amounts payable by any of the stated companies to the Buyer. Upon request, the Buyer shall be informed about the status of participating interests. The Buyer shall agree that all securities given to the Seller are also used for securing any amounts payable by the Buyer to the above companies. Vice versa, all securities the Buyer has given to these companies shall also be used for securing the amounts owed by the Buyer to the Seller - from whatever title they may arise.

§ 4 Delivery Period, Delay in Delivery, Force Majeure

4.1 The delivery period shall be as agreed upon by the parties. The agreed delivery dates shall be met and shall be a substantial clause of the contract if expressly agreed by the parties. Compliance by the Seller with the agreed delivery dates requires that all commercial and technical issues have been settled and the Buyer has fulfilled all its obligations, such as obtaining the required official approvals or making an advance payment. If this is not the case, the delivery period shall be reasonably extended. This shall not apply if the Seller is responsible for the delay.

4.2 The delivery period shall be deemed to have been met if the goods have been dispatched from the Seller's works, or notification of readiness for dispatch has been given, before the expiry of such period. If, for reasons for which the Buyer is responsible, the delivery and/or acceptance of the goods is delayed, the costs resulting from the delay shall be charged to the Buyer, starting one month after notification of readiness for dispatch and/or acceptance. After the unsuccessful expiry of an additional period of reasonable length, the Seller may, without prejudice to further claims, dispose of the goods elsewhere and effect delivery to the Buyer at a reasonable later date.

4.3 The time for delivery shall be reasonably extended in the event that the delivery period is not observed due to force majeure, industrial disputes or any other contingencies beyond the Seller's control. The Seller shall notify the Buyer as soon as possible of the beginning and end of such circumstances.

4.4 If the Seller fails to meet the agreed delivery time and a loss is suffered by the Buyer, the Buyer shall have the right to demand liquidated damages. Such liquidated damages shall amount to 0.5% for each full week of delay but shall not exceed a maximum of 5% of the value of the delayed goods which, due to the delay, cannot be used in time or as provided for by the contract. If the Buyer grants the Seller a reasonable period of time for performing its obligation - taking the statutory exceptions into account - and if the deadline is not met, the Buyer shall, under the legal provisions, be entitled to rescind the contract.

Further claims due to delayed delivery shall exclusively be based on § 8 of these Conditions.

4.5 If a failure to observe the delivery period is due to force majeure, such as natural disasters, epidemics, war, armed conflicts, civil war, revolution, terrorism, sabotage, nuclear/reactor accidents, labour disputes or other events that are outside the Seller's control, the Seller shall be discharged from his performance obligations for the duration of the event and the delivery period shall be

extended appropriately. Restrictions arising from or in connection with an event of force majeure such as e.g. the COVID 19 pandemic (e.g. travel restrictions, border closures, transport restrictions or delays, plant closures, etc.) which make it impossible or unreasonably difficult to comply with the delivery or performance time, shall be deemed to be an force majeure event within the meaning of 4.5, if the specific restriction (e.g. travel restriction, border closures, transport restrictions or delays, plant closures, etc.) did not exist at the time the offer was submitted by the Seller or at the time the conclusion of the contract or was not yet known to the Seller at this time. The Seller shall inform the purchaser of when such circumstances start and end as soon as possible. If the event lasts for more than 6 months, the Seller shall also be authorized to terminate the contract.

§ 5 Passing of Risk, Acceptance

5.1 The goods shall be at the Buyer's risk from the time when loading at the Seller's works is started, even if partial deliveries are made or if the Seller has assumed ancillary obligations, such as an obligation to bear the dispatch costs or deliver and install the goods.

5.2 If an acceptance is to take place, it shall be decisive for the passing of risk. Such acceptance shall immediately be carried out on the date of acceptance or alternatively after the Seller has given notice of the readiness for acceptance. The Buyer cannot reject the goods on the grounds of an insignificant defect, provided the Seller expressly accepts its obligation to remedy the defect.

5.3 If the dispatch and/or acceptance of the goods is delayed or does not take place owing to circumstances for which the Seller is not responsible, the risk shall pass to the Buyer on the day of notification of readiness for dispatch or acceptance. The Seller shall be obliged to take out insurance policies as demanded by the Buyer, the costs of which shall be borne by the Buyer.

5.4 Partial deliveries shall be allowed to the extent that they are reasonable for the Buyer.

§ 6 Retention of Title

6.1 The Seller shall retain title to the goods supplied until all its claims against the Buyer, including any outstanding balances, arising out of the business relationship with the Buyer have been settled (goods subject to retention of title).

The Seller shall be entitled to insure, at the Buyer's expense, the goods against theft, breakage, damage caused by fire, water and other damage, unless the Buyer proves to have taken out such insurance policy. In addition, the Seller shall have the right to mark the goods on the outside as being the Seller's property. The Buyer shall meet the formal requirements for the retention of title.

6.2 If the goods delivered under retention of title are incorporated into other goods that they are an integral part of the other goods, the Seller shall acquire joint ownership of the other goods. The new goods produced as a result of incorporation or processing of the goods the property of which is retained shall be such that joint ownership is always acquired by the Seller.

6.3 If the Buyer resells the goods supplied and/or processed, as laid down in 6.2, in accordance with the intended use, the Buyer shall assign to the Seller, with all incidental rights, any claims against its customers arising

out of the resale, or an adequate part thereof, until full payment of the amounts owed by the Buyer has been made.

6.4 The Buyer shall be entitled to collect claims arising out of the resale to other purchasers or any amounts owed, unless the Seller revokes the power to collect.

6.5 If the Buyer acts in contravention of the terms of the contract, particularly if it defaults in payment, the Seller shall be entitled to take back the supplied goods after having requested payment. Such action, as well as seizure of the goods by the Seller, shall not give reason for the Seller to rescind the contract.

The Buyer shall notify the Seller without delay of all procedures affecting the retention of title, in particular measures of execution or actual impairments to the goods delivered subject to retention of title.

6.6 Filing an application to initiate insolvency proceedings shall entitle the Seller to rescind the contract and demand the immediate return of the supplied goods.

§ 7 Warranty

Subject to the provisions in § 8, the Seller shall assume a warranty obligation, to the exclusion of any further claims, for material defects and defects of title as follows:

7.1 Material Defects

7.1.1 Parts which turn out to be defective due to a circumstance which took place prior to the passing of risk shall, at the Seller's discretion, be repaired or replaced with new parts by the Seller free of charge. The Seller shall be notified in writing without delay of the ascertainment of such defects. Replaced parts shall become the property of the Seller. The presumption clause under § 924 ABGB (General Civil Code) shall be excluded.

7.1.2 For essential products by other manufacturers, the warranty shall be limited to the assignment of the warranty claims of the Seller against its subsupplier(s). If the Buyer is unable to enforce such assigned warranty claims despite recourse to the court and measures of execution levied upon the property of the subsupplier(s), the warranty claims against the Seller shall revive.

7.1.3 Details furnished by the Seller regarding the properties of its products shall conform to the results of its measurements and calculations and shall be deemed to be quality features, but not warranted properties or guarantees.

7.1.4 The Buyer shall, in coordination with the Seller, grant the Seller the required time and opportunity to perform all amendments, repairs and replacement deliveries deemed to be necessary; otherwise, the Seller shall be relieved from liability for any resulting consequences. In urgent cases only, where the operational safety is endangered, and/or to prevent unreasonable damage, of which the Seller must be notified immediately, the Buyer shall be entitled to remedy the defect itself, or to have it remedied by a third party, and to demand the Seller to reimburse the incurred expenses.

7.1.5 Of the costs arising from the amendment, repair and/or replacement delivery, the Seller shall bear - within the Seiler's country, as well as the adequate costs of dismantling and installation; furthermore, if this can be reasonably demanded in a single case, the Seller shall bear the costs if it is necessary to send its installation personnel and helpers.

7.1.6 The Buyer shall, under the legal provisions, have the right to rescind the contract if the Seller - taking the statutory exceptions into account - allows the fruitless expiration of a reasonable period of time granted for repairing or replacement delivery due to a material defect. In the case of an insignificant defect, the Buyer shall only be entitled to demand a reduction in the contract price.

7.1.7 The Seller shall not assume any warranty obligations for defects which are attributable to measures taken or designs used at the express demand of the Buyer, or if they occur in materials or products supplied by the Buyer.

In particular, the Seller shall not be liable for; Inappropriate or improper use, faulty installation and/or start-up by the Buyer or third parties, failure to use genuine parts and materials, natural wear and tear, incorrect or negligent handling, improper maintenance, unsuitable operating media, substitute materials, unsuitable installation conditions, unusual influences of whatever nature (e.g. vibrations of units by other manufacturers, ingress of foreign particles), chemical, electrochemical or electrical influences, unless they can be attributed to culpable acts or omissions on the part of the Seller.

In the case of repair orders, modifications or rebuilds of old equipment and equipment by other manufacturers, the delivery of second-hand parts and if the Buyer infringes § 7.2.3, the Seller shall not assume any warranty.

7.1.8 The Seller shall not be liable for the resulting consequences if the Buyer or a third party performs repair work inadequately.

The same shall apply if modifications are made to the goods delivered without the previous consent of the Seller.

7.1.9 The Buyer shall be obliged to return the defective part to the Seller if requested by the Seller.

7.1.10 The foregoing warranty provisions shall analogously apply to the remedy of defects. The liability of the Seller shall end after the limitation period set forth in § 9, extended by the length of downtimes caused by the elimination of defects.

7.2 Defects of Title

7.2.1 If the use of the supplied goods infringes upon any domestic industrial property rights or copyrights, the Seller shall obtain the right of continued use for the Buyer or alter the goods in a manner that can be reasonably expected by the Buyer so as not to infringe on property rights any longer.

If this is not possible on reasonable economic terms or within a reasonable period of time, the Buyer shall have the right to rescind the contract.

On the stated conditions, the Seller shall also have the right to rescind the contract.

In addition, the Supplier shall, if being at fault, indemnify the Buyer against uncontested or legally established claims raised by the affected holders of industrial property rights.

7.2.2 Subject to the provisions in § 8, the Seller's

provided that the complaint proves to be justified - the costs of the replacement part including dispatch costs obligations under § 7.2.1 shall be exclusive with respect to property right or copyright infringements. They shall exist only if

- the Buyer notifies the Seller immediately of property right or copyright infringements,
- the Buyer assists the Seller to a reasonable extent in rejecting the asserted claims and/or enables the Seller to perform the modification measures mentioned under § 7.2.1,
- the Seller has the right to decide on all defensive action, including settlement out of court,
- the defect of title is not due to any instruction by the Buyer, and
- the infringement of a right is not due to the fact that the Buyer has altered the supplied goods without permission or has used them in a manner not conforming to the contract.

7.2.3 Should the Buyer intend to export or introduce the goods to a country or territory that is the subject of an embargo or some other restrictions on exporting or re-exporting the goods by the United Nations, the European Union or the United States of America or where such restrictions have become law or where the buyer intends to use the goods for such a country or territory, the Buyer shall inform the Seller of this in writing before the contract is signed. Where the Buyer makes such a decision after the contract has been signed, the export, introduction or use of this kind shall require the prior written approval of the Seller. Should the Buyer sell on the goods, the Buyer shall ensure through appropriate agreements that these obligations will be passed on to the end customer where the goods will remain. In the event of this condition being breached, the Seller shall be entitled to terminate the contract with immediate effect.

§ 8 Liability

8.1 The Seller shall only be obligated to pay compensation in all the situations considered in the event of deliberate action or extreme gross negligence. In the event of slight negligence or ordinary negligence, the Seller shall only be liable for personal injuries.

8.2 The Seller shall only be liable for damage to the goods themselves. A claim for reimbursement of losses of whatever kind that have not occurred to the goods shall be excluded. This also includes collateral damage and losses to assets, e.g. costs of production downtime or stoppages.

The Seller shall not be liable for indirect losses, lost profits, loss of interest, the failure of savings to materialize, losses arising from claims by third parties, the loss of data and programs and the cost of restoring such data.

The shifting of burden of proof in conformity with § 1298 ABGB (General Civil Code) shall be excluded. Any compensation for losses shall be excluded if any conditions for storage, assembly, starting up and usage are not complied with.

8.3 Where for whatever reason a penalty clause payable by the Seller has been agreed, this shall be subject to judicial mitigation. The enforcement of compensation over and above the penalty payment shall be excluded.

8.4 Where there is a justified claim to compensation against the Seller and assuming that a personal injury is not involved, the amount of compensation shall be limited

to 5% of the value of the order but a maximum of EUR700.000.

8.5 All claims for damages by reason of defects of supplies and/or services shall - if the Seller does not expressly acknowledge the defect - be enforced in court within one (1) year after expiry of the contractual warranty period; otherwise, the claims shall lapse. The liability for such claims for damages shall be time-barred after twelve months from the date on which the ordering party became aware of the loss and who was responsible for the loss.

§ 9 Statute of Limitations

All claims of the Buyer - on any legal grounds whatsoever - shall be statute-barred after twelve (12) months. The statute of limitations shall start to run, as defined by law; warranty claims, however, shall be statute-barred after twelve (12) months from the economic start-up, but not later than fifteen (15) months from the date of delivery.

§10 Use of Software

To the extent that software is included in the scope of supply, the Buyer shall be granted a non-exclusive right to use the supplied software, including its documentation. Permission shall be given to use the software with the delivered products it is meant for.

The use of the software on more than one system is prohibited.

The Buyer may reproduce, revise or translate the software or convert from the object code into the source code only within the legally permissible scope. The Buyer shall undertake not to remove manufacturer's information - in particular copyright notices - or to change them without the prior written consent of the Seller.

All other rights to the software and the documentation, including the copies, shall remain with the Seller and/or the software supplier. Sublicensing shall not be permitted.

10.3 The Seller shall use state-of-the-art technology and current protective measures to test the Software for computer viruses, Trojans, hoax viruses and similar software code, software fragments and malware which might lead to the loss or corruption of data or programs or disruption of systems or parts of systems (hereinafter referred to as "computer viruses") before it is provided to the Buyer. Nonetheless, neither the risk that the software contains undetected or mutated computer viruses nor that such computer viruses infect one of the Buyer's (operating or control) systems at a later time and alter or erase the program data for the software or any other data or programs or impair any other systems can be excluded.

10.4 The Buyer shall therefore take measures itself to provide protection against computer viruses and other malicious data. The Buyer shall test the supplied software and files for infection with computer viruses before executing the supplied software and opening files. This also applies to software which the Buyer wishes to use as part of its operating or control systems to the extent that the functioning of the Seller's software may be influenced.

10.5 The Buyer shall take independent action to provide protection against loss of data as a result of computer viruses and to back up data at regular intervals. If data is lost or manipulated, the Seller shall only be liable for the expense necessarily incurred for the restoration of correct data which has been properly backed up by the Buyer.

§11 Applicable Law, Place of Jurisdiction

11.1 All legal relations between the Buyer and the Seller shall exclusively be governed by the law of the Republic of Austria applicable to the legal relations between domestic parties.

11.2 The place of jurisdiction shall be the Provincial Court of Graz competent for the headquarters of the Seller. However, the Seller shall have the right to bring an action at the location of the Buyer's headquarters.

§12 Data Protection Law

The Seller shall be entitled to store, transfer within the Seller's country and abroad, use, alter and erase data related to persons as given by the Buyer in the course of business. The Buyer shall thus be notified.

§13 General Provisions

13.1 The place of performance for the mutual obligations arising from the contractual relationship shall be the Seller's headquarters if the Buyer is a merchant, a legal person under public law or a public special asset. This provision shall also apply if trade terms have been agreed.

13.2 Any declarations made with the intention of establishing, safeguarding or exercising rights shall be made in writing.

13.3 The Buyer may not, without the Seller's written consent, assign its rights under the contract to third parties.

13.4 As far as contracts for repairs and installation are concerned, the Seller's special terms and conditions relating thereto shall additionally apply and take precedence over these General Conditions.