

General Terms and Conditions of Business of GWF Österreich GmbH (Version 07.2024)

1. General information

- 1.1. The offers of GWF Österreich GmbH, Felberstrasse 80, 1150 Vienna, Austria (hereinafter referred to as «GWF»), remain revocable and are not binding.
- 1.2. The contract shall be formed upon receipt of GWF's written order confirmation by the Purchaser. The delivery and provision of products, goods and services (hereinafter collectively referred to as «services») shall comply with the technical specifications outlined in the offer and adhere to the mandatory standards and regulations applicable in Austria.
- 1.3. By entering into the contract, the Purchaser acknowledges that these General Terms and Conditions of Business are a binding and integral part of the contract. Any conditions of the Purchaser shall not apply.
- 1.4. Advertising brochures, catalogues, drawings, weights, dimensions, technical data sheets and similar documents are not binding.

2. Scope of application

- 2.1. These General Terms and Conditions of Business shall apply to all services offered by GWF, unless otherwise agreed in writing.
- 2.2. These General Terms and Conditions of Business may be supplemented by special written terms and conditions.
- 2.3. GWF reserves the right to make changes to these General Terms and Conditions of Business at any time. The latest version is available online at www.gwf.ch/agb/.
- 2.4. Emails meet the legal requirement of a written form of communication within the scope of these General Terms and Conditions of Business.

3. Prices

- 3.1. Unless otherwise agreed, GWF's prices are quoted in EUR excluding VAT, postage and transport costs, packaging and import duties.
- 3.2. The minimum order value is € 250. A low quantity surcharge of € 250 shall be charged for orders below a value of € 250.
- 3.3. If the circumstances on which the pricing is based, including parities between currencies or public/official taxes, charges, fees and customs duties, etc., alter between the time of the offer and the agreed delivery date, GWF reserves the right to adjust prices and conditions to the altered circumstances.

4. Terms and conditions of payment

- 4.1. Invoices from GWF are due immediately and must be paid no later than 30 days after receipt of the invoice. The Purchaser is not permitted to offset any counterclaims against the payment.
- 4.2. If the Purchaser fails to comply with the agreed payment periods, they shall be in default, no reminder being required, and must pay default interest of 5% per annum as of the 31st day after the invoice date.
- 4.3. If the Purchaser is in default, the following shall apply:
 - GWF reserves the right to suspend the provision of any services to the Purchaser until they are able to make an advance payment or provide a guarantee of payment. The same applies in the event of suspected insolvency of the Purchaser.

- GWF is entitled to withdraw from any individual transaction with the Purchaser without any obligation to provide compensation.

5. Retention of title

- 5.1. GWF shall retain title to all their deliveries and services until the agreed payments have been received in full. Upon acceptance of the delivery, the Purchaser authorises GWF, if necessary, to register their retention of title in the relevant register. For the period of reservation of title, the Purchaser shall maintain the delivered items at their own expense and insure them on behalf of GWF against theft, breakage, fire, water damage and other risks.

6. Delivery

- 6.1. Delivery deadline and delivery date
 - 6.1.1. The delivery deadline or delivery date shall be based on the agreement between the parties, contingent on the clarification of all technical and commercial questions, and on GWF receiving timely and correct supplies. Otherwise, the deadline will be extended or the date postponed accordingly.
 - 6.1.2. However, the delivery deadline shall commence no earlier than the next working day following GWF's order confirmation, provided that the conditions stipulated under clause 6.1.1 have been met.
 - 6.1.3. The delivery deadline shall be deemed to have been met if all the services are offered or delivered on time.
 - 6.1.4. GWF does not guarantee adherence to the delivery deadline and delivery dates. Liability for late delivery may be excluded to the extent permitted by law. Delays in delivery shall not entitle the Purchaser to withdraw from the contract or to make any other claims.
 - 6.1.5. Partial or advance deliveries are permissible without agreement.
 - 6.1.6. If the Purchaser requests changes, the original delivery deadline will only remain valid if explicitly agreed upon in writing. Otherwise, a new delivery deadline will be set.
 - 6.1.7. GWF reserves the right to make acceptable partial deliveries.
- 6.2. Delays in delivery
 - 6.2.1. If a delivery deadline cannot be met due to circumstances beyond GWF's control, GWF has the right to store the goods at the Purchaser's expense and risk.
 - 6.2.2. The Purchaser must accept the on-time delivery; otherwise, they will be in default of acceptance. If the Purchaser is in default of acceptance, GWF may either withdraw from the contract or make a new delivery at the Purchaser's expense and risk. GWF also reserves the right to seek damages for non-acceptance.
 - 6.2.3. If a granted period of grace expires without being used, GWF is entitled to withdraw from the contract and to seek damages.
- 6.3. Terms and conditions of delivery
 - 6.3.1. Unless otherwise agreed by both parties, all deliveries shall be on an Incoterms 2020 FCA basis ex works GWF Österreich GmbH.
 - 6.3.2. If terms and conditions of delivery have not been agreed, the Purchaser shall assume full responsibility for use and risks when the delivery is handed over to the carrier.

7. General warranty

- 7.1. GWF warrants that, from the time of delivery and for a period of 12 months thereafter (hereinafter referred to as the «warranty period»),
- the goods and products shall be free from defects in material, design and workmanship; and
 - that the services will be provided carefully and professionally.
 - This does not apply to wear parts.
- 7.2. The Purchaser must promptly inspect the delivered services to ensure they are free from defects, complete and correct. Any defects must be reported to GWF in writing within three days of delivery.
- 7.3. Hidden defects must be reported in writing immediately upon discovery within the warranty period.
- 7.4. GWF's warranty only covers defects that existed before the responsibility for use and risks was assumed by the Purchaser.
- 7.5. If the Purchaser fails to fulfil the obligations stipulated under 7.2 and 7.3, the delivery shall be deemed approved, and the Purchaser will forfeit all warranty rights and claims.
- 7.6. In the event of the timely notification of defects, GWF guarantees either a defect-free replacement, rectification of the defects or a refund of the purchase price.
- 7.7. The warranty shall not apply if GWF is not responsible for the claimed defects, such as those arising from normal wear and tear, alterations, non-compliance with regulations, improper repairs, installation and assembly work not performed by GWF, or other reasons beyond GWF's control.
- 7.8. The warranty shall expire prematurely if the Purchaser or a third party makes modifications or repairs without GWF's prior written consent, or if the Purchaser fails to immediately take appropriate measures to minimise any damage, notify GWF of the defect and give GWF the opportunity to rectify the said defect.
- 7.9. All additional warranty claims, including those for direct and indirect damages, are herewith expressly excluded.
- 7.10. The provisions stipulated under clause 7 shall also apply to any other complaints by the Purchaser.

8. Liability

- 8.1. Liability always presupposes that the Purchaser has met their obligations as stipulated under clause 7.
- 8.2. All liability is excluded to the extent permitted by law. In particular, GWF shall only be liable in cases of deliberate intent or gross negligence. GWF may only be liable for direct damage and only if the Purchaser is able to prove that it was caused by GWF due to the existence of deliberate intent or gross negligence. Liability is limited to the price of the respective delivery. GWF shall not be liable for a third party (auxiliary person). Any further liability of GWF for any type of damages is excluded. In particular, the Purchaser shall not be entitled to any compensation for damages that were not caused to the actual product, including but not limited to loss of production, loss of use or data, loss of orders, loss of profit as well as indirect or consequential damages.

9. Compliance

- 9.1. GWF and the Purchaser undertake to always comply with national and international export control laws as

well as the sanctions and embargoes defined by the United Nations, the Swiss Embargo Act, the Swiss sanctions ordinances with corresponding sanctions lists, the Swiss Goods Control Act, the EU embargo and sanction regulations, as well as U.S. re-export control laws and U.S. embargoes and sanctions, in particular the sanctions of the U.S. OFAC.

- 9.2. GWF reserves the right to withhold, suspend or even cancel the delivery of products to countries or companies if the products are subject to export control authorisation requirements, if the recipient country or company is subject to sanctions or embargoes or if any other authorisation requirements apply. GWF cannot be held liable for any resulting damage.
- 9.3. Both the Purchaser and GWF must adhere to all applicable laws and regulations related to corruption and bribery.
- 9.4. The Purchaser undertakes to indemnify GWF for any damages incurred as a result of violations of laws or regulations.

10. Confidentiality and data protection

- 10.1. GWF agrees to adhere to the relevant data privacy regulations.
- 10.2. The Purchaser herewith acknowledges that GWF processes, stores, utilises and evaluates personal data of the Purchaser within the scope of the contractual purpose.
- 10.3. To this end, GWF takes appropriate technical and organisational measures to protect the data of the Purchaser.
- 10.4. GWF and the Purchaser undertake to treat all documents, information, aids and software received in connection with this contract confidentially as if they were their own trade secrets, even after the contract's termination. They will not unnecessarily disseminate them within the company or make them accessible to any third parties – except for subcontractors.
- 10.5. Furthermore, GWF's data privacy policy applies; for more details, visit <https://gwf.ch/datenschutz/>

11. Force majeure

- 11.1. Force majeure events, such as war, riots, civil unrest, epidemics, pandemics, labour strikes, malicious damage, adherence to governmental laws and regulations, lack of availability of energy, accidents, fire, floods, storms, breakdown of supplies, industrial action, supply or infrastructure failures, machine failures, supply chain failures and other elementary and personal risks, etc., may prevent GWF from delivering on time.
- 11.2. In the event of force majeure, GWF may extend delivery deadlines without the Purchaser's consent and withdraw from the contract without being liable for damages or having to state the reasons for doing so.

12. Intangible property rights

- 12.1. If software, documents, licences or other intangibles are part of the delivery, GWF grants the Purchaser a non-exclusive right to use them, including the relevant documentation (licence). This right is non-transferable. The software is issued in object code, without source code. The licence permits use solely in relation to the delivery and can only be transferred together with the delivery.

- 12.2. The Purchaser is not entitled to: (a) transfer the licence or to grant sub-licences; (b) to copy the supplied hardware or to have it or parts thereof copied; (c) to process, reproduce (except for backup purposes) or decompile the supplied software; or (d) to copy or publish the associated documentation or to have it copied or published or made accessible to third parties.
- 12.3. For any commercially available standard software to be provided by GWF, the applicable terms and conditions of delivery and licence of the respective manufacturers shall apply exclusively.

13. Amendments to the General Terms and Conditions of Business

- 13.1. GWF reserves the right to amend these General Terms and Conditions of Business at any time. The version of these General Terms and Conditions of Business in effect at the time the order was accepted shall apply.
- 13.2. The adjustments or additions will be communicated to the Purchaser appropriately and become valid, unless the Purchaser objects within 14 working days of receiving the amendments.

14. Final provisions

- 14.1. If one or several provisions of these General Terms and Conditions of Business shall be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these General Terms and Conditions of Business, which shall remain in full force and effect.
- 14.2. The law of Austria shall be applicable, excluding the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980.
- 14.3. The exclusive place of jurisdiction is the competent commercial court in Vienna, Austria.