

General terms and conditions of delivery and payment

Busch Austria GmbH

The following delivery and payment conditions apply exclusively to our deliveries and other services as well as to payments to us; in the absence of provisions therein, Austrian law applies. Deviating terms of purchase given by the customer are only binding for us if we expressly acknowledge them in writing. By accepting the goods, the customer accepts our delivery and payment conditions and excludes their own terms of purchase.

1. Quotations:

- (1) Our quotations are non-binding. The documents included in our quotations, such as illustrations, drawings, and information relating to weight, dimensions, performance and consumption, are only approximate. We reserve the right to make technical modifications.
- (2) We reserve the right of ownership and copyright of cost estimates, drawings and all other documents; they may not be made available to or used by third parties for their own purposes.

2. Purchase order acceptance:

- (1) The purchase order shall not be deemed as accepted until it has been confirmed by us in writing. Commitments or ancillary agreements by our representatives as well as any additions or amendments of any kind made verbally, telephone, e-mail, or fax become binding for us if we confirm them in writing.
- (2) Consignments for selection and approval within the framework of purchase orders are deemed to be approved if they are not returned within eight days.

3. Price and payment conditions - offsetting:

- (1) The prices apply from the factory (this is our supplying office) including loading at the factory (office) but excluding VAT and packaging.
- (2) The customer shall bear any increases in material prices or wages between the time of purchase order and delivery.
- (3) Payments shall be in cash, without deduction and are payable within 30 days from the date of invoice. We reserve the right to offset payments made by the customer against demands for payment or partially against demands for payment.
- (4) For deliveries up to an order value of € 75 (excluding VAT), we will either charge a surcharge of € 7.50 or collect payment on delivery.
- (5) In the event of late payment, we shall charge standard bank interest, costs of at least €20 per demand for payment, the costs of a collection agency, the costs of a separate attorney's notice, regardless of any judicial determination of costs.
- (6) The retention of payments or set-off against counterclaims of the ordering party which are disputed by us is excluded.
- (7) We are entitled at any time to offset claims to which we or the Busch Group are entitled against the customer, against claims to which the customer is entitled against us or the Busch Group.
- (8) For services (assembly, repairs, maintenance and similar work), we calculate the hourly rates and material prices applicable when of the services has been completed. Periods of travel and waiting are counted as working time. For overtime, as well as work conducted at night, on Sundays and on public holidays, our applicable surcharges are calculated.

4. Contract fulfillment, dispatch and delay:

- (1) The delivery deadline begins with the dispatch of the order confirmation, and the assembly or repair time with the handover of the device. However, under no circumstances, will this period begin before the documents, approvals or releases to be procured by the customer, or the advance payment to be made by the customer, are supplied. The delivery deadline is met, when the delivery item leaves the plant, or when we have communicated our readiness for delivery before the delivery deadline expires.
- (2) These deadlines shall be extended accordingly in the event of unforeseen hindrances of any kind beyond our sphere of influence, such as operational disruptions, industrial disputes, delays in the delivery of essential raw materials or components, etc., insofar as these hindrances are significant for the delay. Such hindrances shall also eliminate the consequences of such delay for the duration of the delay for which we are responsible. The start and end of such impediments shall be communicated without delay. In the event of such hindrances, we are entitled to withdraw from the contract in full or in part; in this case, claims for damages by the customer are excluded.
- (3) If the agreed deadlines are exceeded, or deadlines extended in accordance with the preceding paragraph are exceeded by more than eight weeks, the customer is entitled to withdraw from the contract by means of a registered letter setting a grace period of at least fourteen days. In this case, claims for damages on the part of the customer are excluded.
- (4) If the customer suffers damage due to a delay for which we are responsible, the customer shall be entitled to compensation of 0.5% per full week, but no more than 5% of the value of the part of the delivery that cannot be used on time or in an appropriate manner as a result of the delay, and 5% of the service fee for other services. However, this liability for damages only applies to us in the event of gross negligence. Further claims for damages are excluded. Furthermore, any claims for damages as a result of delays by our suppliers are excluded.
- (5) Shipping shall be at the risk and cost of the customer. We reserve the right to choose the type and method of dispatch to the exclusion of any liability. We will only take out transport insurance on behalf and at the expense of the ordering party.
- (6) We are entitled to make partial deliveries.
- (7) Compliance with the delivery deadline requires the fulfillment of the contractual obligations of the customer.
- (8) If dispatch is delayed for reasons for which the customer is responsible, the customer must pay the storage costs for storage at our plant (office), amounting to at least 0.5% of the invoice amount per month. We are also entitled to grant the customer a grace period of no more than 14 days and, after the grace period has expired, to dispose otherwise of the delivery item to deliver it to the customer within a reasonably extended period of time or to withdraw from the contract and demand compensation for non-fulfillment. In the latter case, we are entitled to demand 10% of the delivery fee as compensation without any special evidence; with such evidence, we may also claim compensation for further damage.
- (9) Our obligation to deliver is subject to timely and correct delivery by our suppliers, unless the incorrect or delayed delivery is our fault. Unforeseen, unavoidable events for which we are not responsible (e.g., operating disruptions caused by epidemics, supply chain difficulties, transport delays, shortage of labor or other cases of force majeure) extend the delivery period by the duration of the event and its effects. This also applies if the event occurs at our suppliers or during an existing delivery. Claims for damages are excluded in the aforementioned cases.

(10) In the case of services (point 3, para. 8) the customer must provide us with the necessary auxiliary staff as well as the necessary equipment and auxiliary materials (e.g., lifting equipment, electrical power, etc.) punctually and without cost, even if assembly is included in the price or a flat price has been agreed. Any necessary substructure must be completed before our technicians arrive. In addition, the customer must take the necessary precautions for the protection of persons and property. We accept no liability for the auxiliary personnel, equipment and auxiliary materials provided to us.

5. Transfer of risk:

(1) The risk shall pass to the customer as soon as the delivery item has left the plant (office), even in the case of partial deliveries or if the customer has also assumed other services, such as shipping costs or delivery and mounting.

(2) If dispatch is delayed due to circumstances for which we are not responsible, the risk shall pass to the customer upon notification of readiness for delivery.

6. Retention of ownership:

(1) We retain ownership of the delivery object until all claims due to us or the Busch Group, regardless of the legal basis, have been paid in full.

(2) The customer may only resell the delivery item, even if it has been processed, within the framework of its intended business operations; however, this authorization is excluded if the resulting claims are assigned to third parties or are affected by a ban on assignment, if the customer is insolvent or is in arrears with the fulfillment of his contractual obligation. The customer is not permitted to make any other dispositions. In the event of seizure, confiscation or other disposition by a third party, the customer must inform us of this immediately. Our intervention costs associated with the enforcement of ownership shall be borne by the customer.

(3) The customer assigns his claims and other rights arising from the resale, rental or leasing transactions to us, even if the delivery item has previously been connected or processed with other items. If the delivery item is sold or provided for use together with other items without or after combination or after processing, the assignment shall only apply the amount value of the purchase price owed to us. Further claims for damages are thereby not excluded.

(4) The customer is only entitled to collect the amount receivable and assert this other rights as long as he fulfills his payment obligations to us and is not insolvent.

(5) In the event of a breach of contract by the customer, in particular in the event of delayed payment or insolvency, we are entitled to take back the delivery item at any time in adherence to the contract, or to prohibit its use. We are also entitled to sell the returned delivery item in the open market; the proceeds will be offset against our outstanding debt claims after deduction of a handling fee of 10%.

7. Warranty and compensation:

(1) We accept no liability for standard or standard tolerance deviations in dimensions, weight and quality.

(2) We shall only be liable for defects in the delivery object that have occurred within one year of the transfer of risk (point 5) as a result of a cause prior to this date. For all other services (e.g., assembly, repairs, maintenance, delivery of replacement parts, etc.), the warranty period is 12 months.

(3) Insofar as we provide a guarantee, we shall, at our discretion, either replace the defective item or its defective parts with ones that are free of defects, or rectify them, or issue the customer a credit note corresponding to the reduction in price. Replacement of defective items

or parts does not extend the warranty period. Exchanged parts become our property. We will not reimburse the costs of rectifying defects by the customer or a third party.

(4) All further claims by the customer or third parties, in particular claims for compensation for damages of any kind, are excluded, unless the damage was caused by us intentionally or through gross negligence. Such claims can also only be asserted in court within six months of the occurrence of the damage and only within two years of the transfer of risk (point 5).

(5) We are responsible for warranty claims only for the parts of the goods we obtain from our suppliers and to which we are entitled.

(6) If the delivery item is manufactured by us on the basis of the customer's construction specifications, drawings or models, our liability does not extend to the correctness of the construction, but only to the fact that the design was carried out in accordance with the customer's specifications.

(7) If third parties make claims against us for production and delivery in accordance with the drawings, samples, models or other documents provided by the customer, the customer shall indemnify us and hold us harmless.

8. General terms and conditions:

(1) The place of fulfillments our supplying branch and the exclusive place of jurisdiction is Korneuburg. Austrian substantive law and the commercial customs applicable at the place of fulfillment shall apply to legal disputes arising from the contract.

(2) The customer may only assert their rights arising from the contract with our written consent.

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