

General Terms and Conditions of Business of Winkelbauer GmbH, Viertelfeistriz 64 / 8184 Anger, FN 65695 k

I. Scope

1. These General Terms and Conditions of Business (in brief: GTCs) apply to every contract entered into by Winkelbauer GmbH (hereinafter: Winkelbauer). All services are rendered by Winkelbauer on the basis of and by way of application of these GTCs.
2. Winkelbauer does not recognise any conflicting or varying GTCs. An express objection by Winkelbauer is not required in this respect.

II. Offers and entering into contracts

1. Customers can place orders with Winkelbauer by telephone and in writing. If Winkelbauer receives an order in writing or by telephone, a contract between Winkelbauer and the customer shall only be brought about by way of the forwarding of a written order confirmation by Winkelbauer to the customer.
2. If the customer sends an enquiry to Winkelbauer, Winkelbauer shall subsequently send the customer a corresponding offer. If the customer subsequently places an order with Winkelbauer based on Winkelbauer's offer, the contract shall also only be brought about by way of the forwarding of the order confirmation by Winkelbauer to the customer.
3. Winkelbauer also offers customers the option of purchasing second-hand goods. The respective goods can be seen on Winkelbauer's website. Presentation of the second-hand goods on Winkelbauer's website does not constitute an offer acceptable to the customer. If the customer wishes to purchase goods that are visible online, a contract is brought about by way of analogous application of Point II.
4. In addition to sales, Winkelbauer also offers various services to customers. The provisions set out in Point II., 1. and 2. shall apply by way of analogy to bringing about a service contract between Winkelbauer and the customer.
5. In selected cases Winkelbauer reserves the right to supply goods as per delivery note based on a written or verbal order. In such selected cases, the contract between the customer and Winkelbauer shall be brought about upon the handing over of the goods to the customer or a third party stated by the customer, without the necessity of an order confirmation.

III. Prices and additional costs

1. The prices stated/exhibited by Winkelbauer in the order confirmation are net prices unless otherwise stated in the order confirmation.
2. If wage, material or freight costs increase between entering into a contract and potential delivery,

Winkelbauer shall be entitled to charge the resulting additional costs to the contracting party, who undertakes to pay these additional costs.

IV. Payment and payment types, default in payment

1. Payments are to be made in accordance with the terms and conditions of payment agreed in the order confirmation, after invoicing by Winkelbauer.
2. In the absence of special agreements in the contract, invoices issued by Winkelbauer are to be settled within fourteen days without deductions and amounts transferred to the stated account.
3. Winkelbauer reserves the right to demand partial payments and down-payments on the agreed remuneration in accordance with the progress of performance.
4. In the event of default in payment, Winkelbauer shall be entitled to charge interest on arrears in the sum of 5 % for consumers and 12 % for entrepreneurs, as well as reminder and collection fees and other costs attributable to the delayed payment (e.g. lawyer's fees).

V. Right of withdrawal (cancellation right) of consumers

1. In the case of purchase contracts entered into via remote selling (online, by telephone, e-mail) or outside the business premises, consumers defined by the Consumer Protection Act (KSchG) have the right to withdraw from the contract within fourteen calendar days without stating reasons. The 14-day revocation period runs from the day on which the customer or a third party designated by the customer and not acting as a carrier has acquired physical possession of the goods. If the customer or such a third party has ordered several goods as part of a single order that are delivered separately, the period shall run from the day of receipt of the last goods or, if the goods are delivered in several partial consignments or pieces, from the day on which the consumer or such a third party takes possession of the last partial consignment or item.
2. To exercise the right of withdrawal, the customer must inform us, Winkelbauer GmbH, Viertelfeistriz 64, 8184 Anger, Tel.: +43 3175 7110-0, Fax: +43 3175 7110 285, E-mail: office@winkelbauer.com, by way of a clear declaration (e.g. a letter sent by post, fax or e-mail) of his decision to cancel the contract. To that end, the customer may use the in-depth template of the revocation (V. 4.). However, this is not mandatory. To comply with the cancellation period, it is sufficient for the customer to provide notification of exercising

the cancellation right before expiry of the cancellation period.

3. If the customer cancels the contract, all payments made by the customer, including delivery costs (with the exception of additional costs resulting from the fact that the customer has chosen a type of delivery other than the cheapest standard delivery offered), shall be refunded to the customer without delay and at the latest within fourteen days from the day on which notification of cancellation of this contract by the customer was received. With regard to such a repayment, the same means of payment shall be used that the customer used for the original transaction unless expressly agreed to the contrary with the customer. Under no circumstances shall the customer be charged any fees due to such a repayment.

Winkelbauer may refuse repayment until the goods have been received or the customer has furnished proof that the goods have been returned. The customer must return or hand over the goods to Winkelbauer without delay and in any case no later than fourteen days from the day on which the customer informed Winkelbauer of the cancellation of this contract. The period shall be deemed honoured if the customer sends the goods before expiry of the fourteen-day period. The costs of the return shipment shall be borne by the customer. The customer shall only be liable for any loss/decrease in value of the goods if this is due to handling of the goods that is not necessary for the inspection of the condition, properties and functioning of the goods.

4. The customer has no right of withdrawal for goods that are manufactured according to customer specifications or tailored to personal needs, or for goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene provided that such a seal has been removed following delivery.

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I/we (*) hereby revoke the contract (AB, No.) concluded by me/us (*) for the purchase of the product(s) (*) ordered by me/us (*)

- Entered into on
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in the event of notification on paper)
- Date

(*) Delete as applicable.

VI. Warranty

1. If the customer is a consumer, the general warranty provisions of the Austrian Civil Code (ABGB) (Sections 922 et seq. ABGB) shall apply.
2. If the customer is an entrepreneur, the general warranty regulations of the ABGB (Sections 922 et seq. ABGB) and UGB (Section 377 et seq. UGB) shall apply with the following variations:
 - 2.1. Existing defects or damages are to be reported to Winkelbauer in writing within a period of eight calendar days.
 - 2.2. If the goods are packed, the customer undertakes to remove the transport packaging and inspect the goods for defects or damages. The provision set out in Point 2.1 shall apply in the case of obvious defects.
3. The model representations, dimensions and weights stated in Winkelbauer brochures and catalogues are non-binding and may be subject to minor changes depending on production and model. Such minor variations do not constitute a defect and therefore do not entitle to the assertion of warranty claims unless a certain property/size etc. has been expressly promised.
4. In any case, a warranty claim shall not exist – in addition to the statutory regulations:
 - In the case of natural wear-and-tear due to use or consequential damage,
 - In the case of use of unsuitable operating materials and spare parts,
 - In the case of improper use and excessive stress,
 - In the case of grossly negligent handling of the goods,
 - In the case of faulty assembly or commissioning by the customer or unauthorised third parties, and
 - In the case of late or faulty maintenance of the goods by the customer.
5. The warranty period for entrepreneurs is generally six months from the date of handover of the goods.
6. Contrary to Point 5, Winkelbauer shall provide an extended warranty for twelve months in single-shift operation, and for six months in multi-shift operation, but for a maximum of 2,000 operating hours in each case and in each case from the time of handover, that the delivered brand-new machines, devices and spare parts are free of construction, material and processing defects that impair their usability. The warranty period shall not be extended by the rectification of defects in such items.
7. Winkelbauer's warranty obligation shall be limited to repair or replacement of faulty parts, at Winkelbauer's discretion. Replaced parts shall become Winkelbauer's property without any claim for compensation and shall

be returned by the customer to Winkelbauer's registered office at the customer's risk and cost.

8. Defects may, at Winkelbauer's discretion, be rectified either at the place where the delivered item is located or in Winkelbauer's workshop. If the customer expressly wishes the rectification of defects outside the company's normal working hours, the customer shall pay the additional personnel costs in this respect. In the event of rectification in a workshop of Winkelbauer, the customer shall bear the cost of the shipment and bear the transport risk. The cost of the return shipment to the customer and the transport risk shall be borne by Winkelbauer. In case of contracts with consumers, Winkelbauer shall also bear the costs of sending the goods to Winkelbauer. Unauthorised repairs by the customer shall release Winkelbauer from any warranty obligation. Should the customer be contractually entitled to perform repairs by way of exception, the customer undertakes to obtain appropriate instructions from Winkelbauer to perform the repairs in the event of any other loss of the warranty claim.
9. If an object of purchase is manufactured on the basis of information provided by the customer, the customer shall bear the risk of the correct nature of the design in dealings with Winkelbauer and shall render Winkelbauer exempt from all damages as well as third party claims due to infringement of intellectual property rights or other exclusive rights.

VII. Repair orders

1. Repair orders shall be deemed to have been placed to the extent required for the repair, even if the necessity of individual work or replacement of parts only arises in the course of execution. The machine to be repaired must be provided by the customer in a cleaned condition. The customer shall bear the cost of transport to and from the site. The customer shall also bear the transport risk.
2. No warranty claims of the customer and no warranty obligation of Winkelbauer shall apply to repairs, conversions and modifications of old or third-party equipment. If Winkelbauer sends fitters to the customer for commissioning, repair, maintenance or assembly, the provisions of XI below shall apply with regard to liability. Liability for damages due to non-deliverable or delayed spare parts is excluded.

VIII. Reservation of title

1. The goods sold to the customer shall remain Winkelbauer's property up until payment in full of the total price including any delivery charges, assembly costs and interest etc. that apply.

2. If the customer is an entrepreneur, the customer shall be entitled to further process/combine the goods within the scope of his usual business operations before payment in full has been effected. If the customer makes use of this right, co-ownership shall arise in proportion to the value of the processed goods.
3. If the goods are resold by the customer, the customer undertakes to inform its contractual partner (and Winkelbauer) about the reserved ownership. The customer shall assign his claims from the resale to Winkelbauer within the meaning of an assignment by way of security.
4. The agreement on the transfer of risk (see Point X.) shall not affect the reservation of title.

IX. Delivery and default

1. The delivery and service dates agreed in the order confirmation shall be binding for Winkelbauer and the customer. If Winkelbauer is slightly in arrears with both delivery and service provision, this shall not entitle the customer to withdraw from the contract.
2. If the delivery or service date is exceeded by more than two weeks, the customer shall be entitled to withdraw from the contract after setting a reasonable deadline of at least three weeks. The declaration of withdrawal may be submitted to Winkelbauer in writing at the same time as setting the additional period, otherwise the additional period shall be extended accordingly.
3. If Winkelbauer is not responsible for the default in delivery or service provision (pandemic situation, strikes or natural disasters etc.), the promised delivery and service dates shall be extended by the duration of such delays. A delay due to force majeure shall not entitle the customer to withdraw from the contract.
4. Claims for damages by the customer due to non-performance or delayed performance are excluded in the case of minor negligence.
5. If the customer is in default of acceptance for more than two weeks (e.g. refusal to accept the goods, failure to collect the goods, refusal or impossibility of access to the place of order) and if the customer, despite having been granted a reasonable additional period of two weeks, has failed to remedy the circumstances for which he is responsible, Winkelbauer shall be entitled to withdraw from the contract or continue to adhere to the contract. If Winkelbauer continues to adhere to the contract, Winkelbauer is entitled to charge the defaulting customer reasonable storage fees for the safekeeping of the goods and the customer undertakes to pay these. If Winkelbauer has incurred costs (production of the goods or transport charges etc.) in the case of a justified withdrawal, these are to be reimbursed by the customer.

X. Transport and passing of risk

1. In case of self-collection by the customer or by a company commissioned by the customer, Winkelbauer shall provide the ordered goods on the agreed delivery date. The place for self-collection of the goods for the customer shall be the company location of Winkelbauer or another location stated in the order confirmation.
2. If no delivery date has been stated in the order confirmation, the customer or the company commissioned by the customer shall be able to collect the goods as soon as the provision of the goods has been announced (at the announced time).
3. In case of delivery of the goods by Winkelbauer or by a company commissioned by Winkelbauer, the delivery will be made to the place of delivery to be indicated by the customer in the course of the order.
4. All costs associated with the transport shall be borne by the customer in any case. In the case of delivery by Winkelbauer, depending on the agreement for the individual business case, either a lump sum for transport costs or the actual expenditure for the execution of the transport with a surcharge for the organisation of the transport is to be paid by the customer.
5. If Winkelbauer organises the transport, Winkelbauer undertakes to agree on a timely and cost-effective transport in the customer's interest.
6. The risk of loss of the goods shall pass to the customer in any case – regardless of whether the goods are collected by the customer or delivered after organisation by Winkelbauer – with the handing over of the goods to the customer or the commissioned company or the carrier performing the transport. Therefore, in all business cases, the transport risk shall at all times be borne by the customer. If the customer is in default of acceptance in the case of agreed self-collection, the risk shall already pass to the customer at this point in time. If the customer is a consumer, the provisions of the KSchG apply.

7. If the place of self-collection is a place other than the company location of Winkelbauer, i.e. an external warehouse or other place, the customer shall also bear the costs of the transport to such a place. The above X. 6. shall apply to the transfer of risk.

XI. Compensation and liability

1. Winkelbauer excludes liability towards entrepreneurs for damages caused by minor negligence and basic gross negligence. In dealings with consumers, liability for damages caused by minor negligence (except personal injury) shall be excluded.
2. Compensation for damage not caused to the delivery item, loss of profit, consequential damage caused by a defect and other claims of the customer are also excluded unless the cause is based on intent or gross negligence.

XII. Miscellaneous

1. Subsidiary agreements can only be entered into in writing.
2. Formal and substantive applicable law is Austrian law, excluding the conflict of law and conflict of laws rules. Applicability of the UN Sales Law is also excluded. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.
3. The court with subject-matter and local jurisdiction for disputes is the Regional Court for Civil Law Matters Graz if the value limit of € 15,000.00 (Section 50 JN) is exceeded, otherwise the Weiz District Court. If the customer is a consumer, Section 14 KSchG shall apply.
4. In the event that individual provisions of these GTCs or parts of individual clauses are or become invalid or impracticable, the GTCs shall remain valid in other respects.

Viertelfeistriz, dated 31.01.2023