

## 1. Basic principles of the contractual relationship, prices

1.1. The following General Terms of Business form the basis of the contractual relationship between GIG FASSADEN GmbH (hereinafter GIG) and the contractual partner (hereinafter CP). Contradictory conditions or conditions of the CP that deviate from the GIG Terms of Business will not be recognised by GIG, unless GIG explicitly agrees to their application in writing. Actions in fulfilment of the contract by GIG do not constitute the acceptance of deviating terms of business. These Terms of Business also apply as a framework agreement for all further legal transactions between the contractual parties.

Legal statements, in particular binding offers, order confirmations etc. are only legally effective if they are signed by persons authorised to represent GIG.

1.2. Offers and price information are subject to change and non-binding and without guarantee as defined by §. 1170a of the ABGB [Austrian Civil Code]. Quotations will only be given in writing. The drawing up of a quotation does not oblige GIG to accept an order for goods and services listed in the quotation. The prices stated in the quotation are the prices valid on the date indicated on the quotation. Pricing is based on an ex works delivery, including loading, customs duties, shipping costs, insurance and VAT. If there are changes to the labour costs or other costs relevant to the calculation, GIG shall be entitled to increase or decrease the prices accordingly. Verbal statements by employees must be confirmed in writing in order for them to be legally effective. This also applies to amendments to the contract or to additional agreements.

Drawings, illustrations, dimensions, weights or other performance data are only binding if this is explicitly agreed. The details and illustrations in catalogues, brochures and other documents are non-binding product information, for which the right to amendment is reserved at all times.

1.3. The contractual relationship only comes into effect with the written confirmation of the order by GIG and according to the contents of such confirmation. If such a confirmation is not provided then the contract results from the actual delivery according to the content of the mutual written agreements. Reasonable amendments to the content of the contract by GIG are permissible at any time without prior notification by GIG. Reasonable amendments are possible in particular with regard to technical modifications, adaptations to the status of science and technology, as well as improvements in the design and with regard to the use of materials and components.

1.4. Performance of service: GIG shall only be obliged to the performance of the service after clarification of all structural, technical and legal conditions by the customer. During the period of performance of the service, the customer shall make the necessary energy and lockable rooms for the workers as well as for the storage of tools and materials available to the contractor free of charge. If by its nature, the order must be carried out urgently, or if urgent performance is required by the customer, the extra costs due to the necessary overtime and acceleration of the procurement of materials shall be invoiced.

## 2. Delivery and transfer of risk, withdrawal and reduction by more than half

2.1. Unless otherwise contractually agreed, deliveries are ex works GIG. Partial deliveries are permissible and may be invoiced separately.

2.2. Especially with mail orders, the transfer of risk takes place on handover, however at the latest on leaving the GIG factory or premises. Furthermore, in case of non-collection of the goods within a reasonable term set with the written notification of readiness for despatch, the risk shall be transferred to the CP. The CP bears the shipping risk.

2.3. If the CP withdraws from the contract or demands its annulment, without being entitled to do so, GIG shall have the option of insisting on the fulfilment of the contract or consenting to its annulment. In the latter case, the CP shall be obliged, at the option of GIG to the payment of a flat-rate of compensation of 15% of the gross amount of the invoice or compensation for the damage which has actually been incurred.

Contesting of the contract due to reductions by more than one half (Art. 934 ABGB) is excluded.

## 3. Delivery time and delays

3.1. Unless otherwise explicitly agreed in writing in the order confirmation or elsewhere, the stated delivery dates are non-binding information, for which no warranty is undertaken for their observance. We are entitled to exceed the delivery dates and periods agreed with the CP for both the entire order and any construction stages by up to one month. The CP may only withdraw from the contract after the expiry of this period and after setting a reasonable period of grace. Delayed fulfilment of the contract does not entitle the CP to claim for the payment of penalties or compensation, unless this is explicitly agreed between the parties to the contract.

3.2. The delivery period commences on the date of receipt of the final order confirmation, but not before the CP has complied with all his obligations necessary for fulfilment and not before receipt of the advance payment agreed on conclusion of the contract. Compliance with the delivery period is also conditional on the fulfilment of the contractual obligations of the CP.

3.3. The delivery period is deemed to have been complied with, if up to its expiry the goods forming the subject of the contract have left the GIG factory or warehouse or, in case of an obligation for collection by the CP, the goods to be delivered are ready for despatch and this has been notified to the CP in writing.

3.4. The delivery period shall be extended by a reasonable amount in case of measures in the context of legal labour disputes, in particular strikes and lock-outs in the company as well as labour disputes in external companies, regardless of their legality, if GIG is not liable for their acceptance,

precautions against them or their prevention. Furthermore, this shall also apply in the event of unforeseen events, in particular shortages of raw materials or fuel, fire, blockades or force majeure insofar as such obstacles demonstrably influence the production or delivery of the object to be delivered and occur with GIG, a pre-supplier or a sub-supplier, and are not the responsibility of GIG, whereby liability for slight negligence is excluded. If the aforementioned events make it impossible for GIG to provide the service, GIG shall be entitled to withdraw from the contract.

3.5. If despatch is delayed at the request of the CP or for reasons for which the CP is responsible, GIG shall be entitled to undertake storage and to invoice the costs for this with at least 0.5% of the invoice amount for each month or part thereof, commencing with the expiry of the period stipulated with the written notification of the readiness for despatch. The entitlement to further claims due to delays remains unprejudiced by this. Furthermore, after expiry of this period, GIG shall be entitled to supply the goods that form the subject of the contract to someone else and to make a new delivery to the CP within a reasonable period or to withdraw from the contract and claim for compensation. As in the case of culpable actions by the CP, we shall have the option of a flat-rate compensation of 15% of the gross amount of the invoice or compensation for the damage which has actually been incurred in the case of withdrawal.

#### 4. Terms of payment and arrears of payment

4.1. Invoices are due and payable according to the terms of payment stated in the quotations and order confirmations. All payments, including advance payments and part payments are due on the originally agreed dates, regardless of any postponements of delivery. Payment is only deemed to have been made on credit to a GIG bank account and on confirmation of its availability. Payments by bill of exchange will not be accepted by GIG. GIG will account payments firstly against outstanding costs, then against any interest owed, and finally against the main services. Within these groups of claims, the first settlement will be made in the order of the oldest debt that is owed. The CP must make part payments according to the progress of the performance of the service on demand from GIG. The necessary reminder and collection costs for the purpose of legal enforcement shall be borne by the CP.

4.2. The CP is in arrears if the payments are not made within 10 days at the latest of their becoming due and receipt of an invoice or equivalent demand for payment. GIG reserves the right to enforce arrears at an earlier date by means of a warning issued after the payment becomes due.

4.3. In case of arrears, GIG shall be entitled to charge interest on arrears to the amount of 8% above the base interest rate. Furthermore, in case of arrears of payment by the CP, GIG shall be entitled to make deliveries or services from all contracts with the CP dependent on the provision of an abstract guarantee for an unlimited period of time from a major European bank, or a bank guarantee, whose content must be approved by GIG, to the amount of all outstanding payments. After the fruitless expiry of a period for payment set to the customer, GIG may withdraw from all contracts that have not been implemented. The right to claim for compensation is reserved.

4.4. If circumstances arise which impair the creditworthiness of the CP occur after conclusion of the contract, e.g. failure to honour cheques, termination of or restrictions to the VP's

credit insurance cover by the GIG credit insurer, GIG shall be entitled to demand advance payments, securities or cash payments within a reasonable period, regardless of previous agreements to the contrary, and to refuse performance of the service until payment is made. In case of refusal by CP or failure to provide securities within the required period, GIG shall be entitled to withdraw from the contract and to demand compensation.

#### 5. Warranty and compensation claims by the CP

Prior to commissioning our products and services, the CP must make himself familiar with any operating instruction and other information provided by GIG for the use of the delivered or manufactured products and any associated risks therewith. Information concerning hazards, use, care and maintenance must be accurately observed by the CP. On passing on the delivered product, the CP is also obliged to pass on any information concerning hazards, use, care and maintenance that we provide.

5.1. Unless otherwise explicitly agreed in writing, GIG does not provide any warranty for the characteristics of the goods that form the subject of the contract.

5.2. The CP is obliged to examine the deliveries and services immediately and to notify damage and faults to GIG immediately in writing (at the latest within 14 days of handover) stating the type and extent of the fault. Concealed defects must also be notified to GIG immediately in writing, at the latest within 14 days of the discovery, stating the type and extent of the fault. Warranty and compensation claims are excluded in case of breach of the obligation for examination and notification. The CP is obliged to grant GIG the opportunity to investigate the existence of faults and especially, in the case of an explicit demand by GIG, to make the contractual goods complained about available immediately at the place of fulfilment at his own expense, as far as this is possible. GIG is not obliged to examine goods for faults if such goods have been unsolicitedly returned and may refuse to accept such goods. The CP must not make any modifications to the claimed faults and, in particular, must not attempt to remedy them. He must also pass on this obligation to his respective customers. Breach of this obligation by the CP or his respective customers will result in the exclusion of warranty and compensation claims against GIG, unless the CP can prove that the claimed fault already existed at the time of handover and that the measures undertaken by him or his customer were neither the cause of the fault nor the cause of any failure to detect the fault in the course of examination by GIG.

5.3. The CP is initially entitled to warranty for remedy of the fault by GIG at the place of fulfilment. Additional costs will not be accepted by GIG. At its discretion, GIG is entitled to replace the item with a fault-free item instead of providing a remedy. Replaced parts become the property of GIG without remuneration and must be reserved for GIG by the CP at his risk and expense. If an examination of the returned goods by GIG does not confirm the existence of a fault, the goods will be returned to the CP at his own expense. GIG is entitled to invoice the CP for the costs of the examination. This especially applies in the exceptional case that GIG has undertaken an examination of goods that have been unsolicitedly made available.

5.4. If a fault for which GIG is responsible cannot be remedied by means of improvement, the warranty claim of the CP shall generally be limited to a reduction in price. The CP may only

demand the annulment of the contract in case of the existence of serious faults that prevent the correct use of the item.

If the CP claims the existence of a fault, claims resulting from this, in particular for warranty or compensation can only be enforced if the CP proves that the fault already existed at the time of handover. This also applies within the first six months after handover of the goods.

5.5. In the case of damage due to a fault for which GIG is responsible, including consequential damages, regardless of the legal grounds, GIG shall only be liable in the case of wilful or grossly negligent conduct. The only exceptions to this are personal injuries and damage that occur as a result of the lack of a characteristic for whose existence a guarantee has been given. Significant contractual obligations are deemed to be obligations which are essential for the achievement of the purpose of the contract. The injured party must prove that gross negligence pertains.

5.6. Warranty and compensations that are due to improper use, modifications to the product without the authorisation of GIG, incorrect assembly, natural wear and tear, incorrect treatment or maintenance, incorrect installation, incorrect handling, circumstances beyond those of normal operating conditions, and other external influences are excluded.

5.7. Warranty claims by the CP expire within six months from the date of handover. The warranty period is extended to two years if the CP or his customer concludes a maintenance contract with GIG within three months of technical commissioning.

5.8. Recourse by the CP against GIG in accordance with §. 933 b of the ABGB are restricted to the extent to which the warranty and compensation claims can be enforced according to the provisions of these regulations. Recourse is also excluded if the VP does not notify faults or damage in writing to GIG within 14 days of their becoming known and, in case of legal enforcement of the fault or damage against the CP, GIG does not give immediate notification of the dispute.

5.9. Claims for recourse as defined by § 12 of the Product Liability Act are excluded, unless the person entitled to recourse proves that the fault was GIG's responsibility and is at least due to gross negligence.

## 6. Reservation of title

6.1. GIG shall retain ownership of the goods that it supplies as well as any items that result from its processing and use until complete payment of the purchase price has been made. If the customer does not comply with his contractual obligations, in particular the payment of the agreed price, the contractor shall be entitled to seize the delivered or assembled goods. This may be done without notification to and cooperation by the customer. In this case, the customer waives the submission of a claim for trespass and is not entitled to derive any claim for compensation from this circumstance against the contractor. In case of the seizure of goods, we shall be entitled to invoice the transport and handling costs.

6.2. The CP is obliged to separately store and label the goods subject to reservation of title. Any handling or use is performed by the CP on behalf of GIG, without any obligations resulting for GIG. If the CP processes goods from GIG which are subject to reservation of title together with articles that are in his ownership, GIG is entitled to the sole ownership of the new items. If the CP processes goods that are subject to our

reservation of title together with goods that are not in his ownership, GIG shall be entitled to ownership of the new items in proportion to the value of the processed goods subject to the reservation of title to the value of the other articles at the time of processing and use. The CP hereby cedes the co-ownership and ownership of the said items that result from the connection, mixing and combination of the delivered goods with other articles. The CP shall possess the item in safekeeping for GIG. The CP may only sell the delivered goods and the items resulting from their connection, combination and mixing in the course of normal business against cash payment or with reservation of title. All assignments as security, mortgaging and other provisions that endanger the rights of GIG are not permitted.

6.3. The CP hereby assigns in full to GIG any claims by the CP resulting from the resale or other legal grounds relating to reservation of title, including claims due to compensation for damage or destruction of the goods subject to reservation of title, regardless of whether such claims relate to contractual or legal claims against the liable party, an insurance company or another third party.

6.4. If GIG gains co-ownership on the new object due to use or processing of the goods subject to reservation of title, the assignment on reselling includes the claim to the co-owned share of GIG insofar as this can be determined, otherwise the invoice value of the goods subject to reservation of title by GIG that have been processed.

6.5. If the processing, use or forwarding of the goods subject to reservation of title is performed in the context of a contract for work or delivery or a purchase contract, the CP also assigns to GIG the proportionate wages for the work that correspond to the value of the processed goods subject to reservation of title. On request, the CP must state its customers to CP and inform them of such assignment in good time. The assignment must be made apparent to the customer in the accounting records and, in particular, in the list of outstanding items and on delivery notes and invoices etc.

## 7. Admissibility of offsetting and retention due to counter claims

7.1. The CP may only declare offsetting against counter claims if these claims have been accepted in writing by GIG or have been legally established.

7.2. Retention of payment by the CP is excluded insofar as the counter claims result from a different contractual relationship. If the counter claim is based on the same contractual relationship, retention is only admissible if it relates to claims that have been accepted in writing by GIG or have been legally established.

## 8. Restriction of the scope of services

8.1. In the case of temporary repairs, i.e. for necessary measures carried out prior to the correct repair, only a very limited service life is to be expected. GIG does not accept any warranty or liability for the duration of the service life of any temporary repairs. In the case of anodised and coated materials, differences in shades of colour cannot be ruled out. The service life of locks, drives, locking systems etc. is orientated to the relevant state-of-the-art.

# General Terms of Business (GTB)

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## 9. Applicable law, place of jurisdiction, partial invalidity, data protection, copyright

9.1. The legal relationship between GIG and the customer is exclusively subject to the law of the Republic of Austria, but with the exclusion of the reference provisions of international civil law, the Hague's standard purchase laws and the Convention of International Sale of Goods (CISG).

9.2. The place of fulfilment for each legal transaction to which these General Terms of Business apply is the registered office of GIG. The place of jurisdiction for all disputes between the CP and GIG is exclusively the local court of competent jurisdiction within the judicial district of Wels Regional Court. However, GIG is also entitled to bring actions at any other place of jurisdiction.

9.3. If individual provisions of these General Terms of Business are or become ineffective, this shall not prejudice the effect of the remaining provisions. The legally effective provision that is as close as possible to the purpose of the ineffective provision is deemed to be agreed in place of the ineffective provisions.

9.4. The customer consents to his data being stored and processed by GIG with the support of automation. Furthermore, the customer grants his explicit and irrevocable consent to the use of orders and projects concluded between himself and GIG for any reference projects in advertising material of any kind whatsoever (including the website), with the use and mention of the name of the project, the customer and illustrations of any kind whatsoever that are shown there.

9.5. Plans, diagrams or other technical documents, as well as samples, catalogues, brochures, illustrations and the like always remain the property of GIG. The CP is not granted rights of use or exploitation of any kind.

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