general terms and conditions

of

Wöhner Ges.m.b.H.	**Wöhner AG**
FN 142572 s	CHE-266.472.017
Modecenterstraße 22, Top C69-C, 1030 Wien	Kemptpark 3 8310 Kemptthal (ZH)
Telefon: +43 1 5240683	Telefon: +41 52 511 29 30
E-Mail: info@woehner.at	E-Mail: info@woehner.ch

Woehner s.r.o.
18826717
Turanka 1222/115, 627 00 Brno Ceska Republika
Telefon: +42 0515 915-071
E-Mail: contact@woehner.cz

1. Scope of these General Terms and Conditions

1.1. For business transactions (B2B) of Wöhner Ges.m.b.H., Wöhner AG and Woehner s.r.o., all together or each individually hereinafter referred to as “[Wöhner]”, these General Terms and Conditions, hereinafter referred to as “[GTC]”, shall apply exclusively. The contract between the customer and Wöhner shall be concluded with the Wöhner company that confirms the customer order. Under no circumstances does the joint designation “Wöhner” in these General Terms and Conditions constitute a joint obligation of Wöhner Ges.m.b.H., Wöhner AG and Woehner s.r.o. in relation to a customer order.

1.2. Provisions deviating from or supplementing these GTC - in particular the customer's general terms and conditions - shall only become part of the contract if this has been expressly confirmed in writing by Wöhner.

1.3. The GTC shall also apply to all future business transactions with the customer, even if additional orders do not expressly refer to them.

1.4. Wöhner employees are not authorized to make agreements that deviate from these GTC or list prices. Agreements in this regard require written confirmation from Wöhner.

2. Contract formation

2.1. Offers from Wöhner are non-binding unless they are expressly designated as binding.

2.2. The customer's order shall only be deemed accepted with a written order confirmation from Wöhner.

2.3. Wöhner's offers and the drawings, illustrations, dimensions, weights and other performance data contained therein are subject to change and non-binding, unless they are expressly marked as binding.

2.4. If an export license is required for the execution of the contract, the conclusion of the contract is subject to the condition precedent that the export license is granted.

3. Subject of the contract

3.1. The exact specification of the purchased goods results from the order confirmation from Wöhner or from the information provided on the website www.woehner.com.

3.2. Wöhner shall not be responsible for the installation, configuration, training or instruction of the customer with regard to the purchased goods, unless otherwise agreed in writing.

3.3. Wöhner is not responsible for any testing or instruction regarding the interoperability or compatibility of the sold goods with third-party goods used by the customer or other Wöhner goods, unless otherwise agreed in writing.

4. Renumeration/payments

4.1. Wöhner has the right after conclusion of the contract, but before delivery and after timely notification of the customer, to increase the prices of Wöhner's goods or services in accordance with the increase in external costs beyond Wöhner's control. These include, in particular but not exclusively, cost increases due to exchange rate fluctuations, increases in fees, customs duties or taxes, increased transportation costs and increased prices of raw materials and supplier parts. Wöhner shall reduce its prices to the same extent if the aforementioned external costs are reduced or completely eliminated.

4.2. All prices are subject to change and are quoted in euros and inclusive of VAT, unless otherwise stated. All transportation, packaging and insurance costs shall be borne by the customer.

4.3. Quoted prices are ex works and do not include the costs of transportation, packaging and insurance. All transportation, shipping and insurance costs incurred shall be charged as agreed in each individual case or, in the absence of such an agreement, according to the actual costs incurred.

4.4. In addition, the Customer shall pay a handling fee for all services provided by Wöhner in connection with the packaging, transportation and insurance of the goods. The amount of the handling fee shall be agreed in writing between Wöhner and the customer on a case-by-case basis. In the absence of such an agreement, the customer shall owe a customary fee according to the actual costs incurred by Wöhner .

4.5. The invoices issued by Wöhner are to be paid within 30 days of transmission to the customer without deduction.

4.6. Payments by wire transfers shall be deemed paid upon receipt of the amount in Wöhner's account.

4.7. If the Customer is in default of payment, Wöhner shall be entitled to demand either compensation for the damage actually incurred or the statutory default interest (§ 456 Unternehmensgesetzbuch). Wöhner is also entitled to demand compound interest from the day of delivery of the goods in the event of default of payment.

4.8. The Customer undertakes to reimburse Wöhner for the dunning and collection expenses necessary for the appropriate prosecution. In any case, this includes a lump sum of EUR 40 as compensation for the collection costs.

4.9. In the event of default on (partial) payments, Wöhner shall be entitled to demand immediate payment of outstanding but not yet due invoice amounts and/or to demand advance payments or security deposits for future deliveries and services.

4.10. Offsetting against counterclaims of the customer that are disputed by Wöhner or have not been legally established is excluded, as is the exercise of the right of retention without a legally binding title or on the basis of claims from other legal transactions.

5. Delivery and delay

5.1. In the event of delivery / shipment of the goods, the type of delivery shall be selected by Wöhner, unless otherwise agreed. Wöhner shall choose the most expedient delivery method. The delivery can also be made in parts at Wöhner's discretion, unless otherwise agreed.

5.2. Die in Aussicht gestellten Liefertermine und –fristen in der Auftragsbestätigung von Wöhner gelten stets nur annähernd. Ein Rücktritt vom Vertrag durch den Kunden wegen Lieferverzugs ist nur unter Setzung einer angemessenen Nachfrist – zumindest vier Wochen- möglich. Der Rücktritt ist schriftlich geltend zu machen. Das Rücktrittsrecht bezieht sich nur auf den Lieferungs- und Leistungsteil, für den Lieferverzug vorliegt.

5.3. The promised delivery dates and deadlines in Wöhner's order confirmation are always only approximate. Withdrawal from the contract by the customer due to delayed delivery is only possible by setting a reasonable grace period - at least four weeks. The withdrawal must be asserted in writing. The right of withdrawal shall only apply to the part of the delivery and service for which there is a delay in delivery.

5.4. Claims for compensation by the customer as a result of a delay in delivery are excluded, except in cases of gross negligence. The amount of the customer's claim arising from the delayed delivery is limited to 5% of the value of the delayed delivery or 5% of the value of the part of the delivery that was not delivered on time.

5.5. Should a delivery not be possible due to delivery difficulties and/or price increases at Wöhner's suppliers, Wöhner shall be entitled to withdraw from the contract without any obligation to compensate the customer.

5.6. In the case of custom-made products at the request of the customer, delivery deviations of up to 10% of the ordered volume shall be deemed approved. There is no entitlement to a return delivery to Wöhner. Wöhner is entitled to charge a handling fee of 10% of the net price of the goods (but at least € 30.00) for return deliveries expressly approved by Wöhner in writing. The costs of the return delivery shall be borne by the customer. Returns are only possible within 14 days of delivery and in undamaged original packaging.

6. Acceptance of goods

6.1. Unless otherwise agreed in writing, the goods shall be delivered ex works. The customer is obliged to accept the goods. The risk shall pass to the buyer as soon as the goods have been handed over to the carrier or other shipping person,or in the event of default of acceptance by the customer as soon as a notification of readiness for shipment has been issued to the customer. This also applies if partial deliveries are made. Unless otherwise agreed, the goods are deemed to be sold “ex works” (Incoterms 2020).

6.2. Unless otherwise agreed, the customer is obliged to accept the goods immediately.

6.3. Goods not accepted by the customer upon delivery or readiness for shipment shall be stored at the expense and risk of the customer for a maximum of 6 weeks. Wöhner is entitled to either insist on the execution of the contract or to withdraw from the contract after setting a reasonable grace period and to utilize the goods elsewhere. From the day of delivery or notification of readiness for shipment, an amount of 0.5% of the invoice amount (excluding VAT) shall be agreed as a contractual penalty for each completed calendar week of default of acceptance, up to a maximum total of 10%. The contractual penalty shall also be owed in the event that Wöhner utilizes the goods elsewhere. This shall not affect Wöhner's right to claim compensation for any further damages.

7. Reservation of title

7.1. The goods delivered by Wöhner (hereinafter referred to as “reserved goods”) shall remain the property of Wöhner until the purchase price has been paid in full. The customer shall bear the risk for the reserved goods, in particular for the risk of destruction, loss or deterioration.

7.2. The Buyer is entitled to resell the reserved goods in the ordinary course of business. Any pledging or transfer by way of security of the reserved goods in favor of third parties is not permitted without the consent of Wöhner.

7.3. Recognition of the balance alone shall not affect the retention of title.

7.4. If Wöhner has to take back the reserved goods, the payments made for the reserved goods shall be credited taking into account a price reduction appropriate to the storage period, wear and tear and other value-reducing circumstances, but at least 30% of the invoice amount on which the reserved goods are based.

7.5. In the event of default of payment by the customer, Wöhner shall be entitled to secure the reserved goods, whereby the contract with the customer shall not be canceled. The customer is therefore still obliged to pay the purchase price.

7.6. In the event that the reserved goods are processed or combined with items not subject to Wöhner's retention of title, Wöhner's ownership shall extend to the new item.

8. Warranty

8.1. Wöhner's deliveries and services shall be free of material defects if they correspond to the agreed quality upon delivery. The agreed quality results exclusively from the specification as described in the order confirmation or on our website at www.woehner.com.

8.2. Wöhner's warranty obligation shall lapse if Wöhner's operating, maintenance or storage recommendations are not adhered to, the goods are exposed to extreme soiling, moisture or heat, the devices are connected to unsuitable, inaccessible, non-standard or non-approved mounting constructions or cabling or power systems, changes are made to the delivered goods, parts are replaced or consumables are used that do not comply with the original specifications or the goods are subjected to excessive stress.

8.3. The warranty obligation shall also lapse if the customer opens the goods in violation of a seal or if the defect is due to improper discharge, overvoltage or chemical influences.

8.4. If Wöhner makes an explicit and written guarantee promise to the customer within the framework of the conclusion of the contract, then this is exclusively a non-genuine guarantee contract according to Austrian law. Such a guarantee does not

cover wear parts or damage caused by improper use. Wöhner shall be liable under the warranty for defects that occur and are claimed after delivery within the agreed warranty period.

8.5. The warranty period is 2 years from delivery. The warranty period for used goods is 6 months. The warranty period shall not recommence if the goods are replaced or improved.

8.6. In the case of material defects, the warranty is limited to replacement or improvement. Several improvements or replacement deliveries are permissible. Claims for conversion and price reductions are excluded. The warranty shall expire if a third party not expressly authorized by Wöhner has made changes or repairs to the goods.

8.7. The improvement or replacement does not include the removal of the defective item and the installation of the new item, unless the installation was part of the service provided by Wöhner. This provision shall not apply in the event of recourse pursuant to § 933b ABGB.

8.8. The Customer shall deliver the goods to Wöhner or an affiliated company and pick them up again at his own expense and risk for the purpose of improvement or replacement. If the customer insists on a repair on site, the travel costs shall be invoiced by Wöhner.

8.9. Customer’s own costs or costs of a third party for inspection, the improvement or replacement of defective item, in particular transport, travel, labor and material costs, shall only be borne by Wöhner if it ultimately turns out beyond any doubt that there is actually a material defect on our part.

8.10. The costs for improvement or replacement by the Customer or a third party shall only be borne by Wöhner if Wöhner is presented with a corresponding offer and Wöhner agrees to this in writing. Otherwise, Wöhner reserves the right to carry out the improvement or replacement itself. Wöhner shall be granted a reasonable period of time to carry out the improvement or replacement.

8.11. Wöhner‘s liability for installation and removal costs is excluded. Wöhner shall only be held liable for such costs, if the customer is held liabale becaue of a defective item in respect to a consumer (§ 1 KschG), in the event of justified recourse by the customer in accordance with the statutory requirements (§ 933b ABGB).

8.12. The existence of defects must be proven by the customer. The application of § 924 ABGB is waived.

8.13. The above provisions shall also apply mutatis mutandis to claims of the customer pursuant to Section 933a ABGB.

9. Notice of defects

Defects must be reported in writing immediately after receipt of the goods, at the latest within 8 days, hidden defects within 3 days of their discovery, otherwise the warranty is excluded. The complaint must be sufficiently substantiated. If the delivered item is to be installed in another item, the inspection must be carried out before installation.

10. Liability

10.1. Insofar as this does not violate mandatory law and unless otherwise agreed, Wöhner shall only be liable for compensation for damages caused by gross negligence

or willful misconduct. However, this limitation of liability shall not apply to compensation for personal injury.

10.2. Wöhner shall not be liable for indirect damages, loss of profit, loss of interest, failure to make savings, consequential and financial losses and damages from third-party claims. Wöhner's liability is limited to the value of the goods delivered.

10.3. The customer must provide proof that the damage is due to Wöhner's fault. This also applies within the scope of § 933a ABGB.

10.4. Irrespective of any fault on the part of Wöhner, any liability of Wöhner in the event of fraudulent concealment of a defect, assumption of a guarantee or a procurement risk under the Product Liability Act shall remain unaffected.

10.5. Claims for recourse in the sense of § 12 PHG are excluded unless the customer proves that the defect was caused in the sphere of the producer/importer and was at least due to gross negligence.

10.6. The customer is obliged to support us in measures required on the basis of our product liability. This includes in particular but not exclusively measures such as informing the users of our products and to participate in recall campaigns.

11. Intellectual property rights

11.1. The property rights and rights of use to all specifications, drawings, quotation documents, illustrations, calculations, technical descriptions, source codes or other technical information, irrespective of their format or medium (hereinafter collectively referred to as “Technical Information”) and to all products, assemblies, contractual objects, etc., which are delivered or provided in connection with this

contract, shall remain exclusively with Wöhner GmbH & Co. KG, with registered office in 96472 Rödental (Local Court Coburg HRA 5118). Rights of use shall only be granted to the extent that this is absolutely necessary to fulfill the purpose of the contract.

11.2. If the delivery is made by Wöhner abroad (EU and non-EU) or if products are taken abroad by the customer after delivery (EU and non-EU), Wöhner shall not check whether the delivered products interfere with third-party property rights or copyrights on site.

11.3. The customer waives any recourse against Wöhner GmbH & Co. KG (Local Court Coburg HRA 5118) or an affiliated company due to copyright infringements or infringements of third-party property rights in a country to which the customer has shipped Wöhner goods, if the country in which the copyright infringement or the infringement of the property right occurred is not named in the order confirmation from Wöhner or the customer's order.

12. Restrictions on export

12.1. The execution of the contract is subject to the proviso that an export license is granted and that there are no obstacles to the execution of the contract due to national or international regulations of foreign trade law as well as no embargoes and/or other sanctions.

12.2. The customer undertakes to provide the necessary information and documents required to comply with the relevant (re-)export control regulations and to carry out export control checks by the authorities.

12.3. When passing on our deliveries or the work and services provided by us to third parties, the customer shall comply with the applicable provisions of national and international (re-)export control law. In any case, the (re-)export control regulations of the Federal Republic of Austria, the European Union and the United States of America must be observed when passing on deliveries to third parties.

12.4. The customer shall indemnify and hold Wöhner and its affiliated companies harmless in the event of a breach of the above obligation by the customer.

13. Anti-Korruption/Compliance

The customer undertakes to comply with all legal regulations, in particular those relating to the fight against corruption, competition and antitrust law. In particular, the customer shall ensure that it does not offer, promise or grant any unauthorized advantages to employees of Wöhner or persons closely associated with them. The same obligations apply to the customer's employees, its vicarious agents and other third parties who act in accordance with the customer's instructions.

14. Final provisions

14.1. The place of fulfillment for all obligations of Wöhner towards the customer is the place from which the ordered goods are shipped or where they are kept ready for collection. In the absence of an effective agreement in accordance with the above, the place of fulfillment shall be the registered office of the contracting Wöhner company.

14.2. The place of jurisdiction for any disputes between Wöhner and the customer is the competent court at the registered office of the contracting Wöhner company.

14.3. These GTC shall be governed by Austrian law to the exclusion of the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.4. If these GTC or other contractual documents between the parties are available in several languages, the German language version shall be legally binding.

14.5. Should a provision of these GTC be void or become void or ineffective as a result of a change in the legal situation, this shall not affect the validity of the remaining provisions of these GTC. In place of the invalid or ineffective provision, a provision shall be deemed to have been agreed by way of supplementary interpretation of the contract which comes closest to the intended purpose of the invalid or ineffective provision. The same applies mutatis mutandis to loopholes in these GTC.