

Geppert GmbH

General Terms and Conditions of Service

1. General

- 1.1. These general terms and conditions of service ('GTCSE') apply to all current and future services, such as, in particular, assembly, assembly monitoring, repairs, commissioning, repairs, etc. ('Services') that are provided by Geppert GmbH, FN 212031k, Geppertstrasse 6, 6060 Hall in Tyrol, Austria ('Geppert') for the contracting partners of Geppert ('Customer'). In the event of Geppert undertaking to provide additional deliveries to the Customer, the general terms and condition of sale ('GTC') apply in addition to the GTCSE.
- 1.2. General terms and conditions of the Customer, particularly general terms and conditions of purchase, shall not apply even if Geppert fails to explicitly object to them or they are printed on general templates of the Customer, such as order forms, or reference is made to them. Such terms and conditions shall only apply if the Parties have entered into a different written agreement in individual cases.
- 1.3. Geppert reserves the right to amend these GTCSE. Geppert shall notify the Customer of any new versions of the GTCSE following amendments. Failure of the Customer to object to such amendments within five working days shall result in the amended GTCSE to have been deemed to be agreed and all subsequent services by Geppert to the Customer being subject to these amended GTCSE.

2. Offers and conclusion of the agreement

- 2.1. All offers and cost estimates submitted by Geppert are non-binding, unless explicitly stated as binding. Binding offers remain valid for a period of 30 days from the date of issue, unless a validity period has been stated for the offer in the offer.
- 2.2. Documents, such as images, drawings as well as measurements, service specifications, calculations and public statements (e.g. on the website or in marketing documentation) do not form part of the order, unless explicitly stated as binding in the offer.
- 2.3. The agreement is concluded by Geppert accepting the Customer's order and sending an order confirmation. If the order differs from the offer or order confirmation, Geppert's order confirmation shall be deemed to be binding with regard to the determination of the content of the agreement, unless the Customer objects in writing within five working days from receipt of the order confirmation.

3. Prices and payment

- 3.1. All prices are denominated in euros and exclude taxes, fees, levies, transport and packaging, unless otherwise stated.
- 3.2. Unless otherwise agreed, the Customer shall pay and advance payment in the amount of 50% of the order value according to invoice upon order confirmation by Geppert. The Customer shall pay the remainder once Geppert has indicated that the services have been completed and sent the invoice.
- 3.3. Unless otherwise stated, Geppert invoices are payable within 14 days in full, without discounts, rebates or other deductions, into the Geppert bank account.
- 3.4. Geppert may refuse to provide further services if the Customer defaults on payment. If the Customer defaults on payment, the latter shall pay 5% interest p.a. over the 3-month EURIBOR as from the due date.

4. Safety measures

- 4.1. The Customer's systems must be protected against flooding whilst providing the services. The Customer shall implement suitable safety measures. Geppert does not assume any liability for damages caused by flooding.
- 4.2. Geppert must be able to provide its services whilst systems are shut down. Non-defective protective and safety equipment must be available for the shut-down system components. It must be impossible to accidentally start up the system. Electrical system components must be switched off on all sides, secured against being switched on again, checked to ensure that there is no power, earthed, short-circuited and protected against live components nearby.
- 4.3. Employees provided by the Customer must have sufficient knowledge of health and safety at work for the intended activities. Geppert does not assume any liability for the Customer's employees and is not authorised to issue instructions to them.
- 4.4. Hazardous areas must be clearly shown by blocking them off and marking and adequate security measures. The Customer shall provide and install all of the protective measures required for the provision of the services, such as fall guides, construction fences, notices and hazard signs, etc.

5. Obligations to cooperate

- 5.1. The Customer shall provide all lifting equipment and tools that are required, necessary and useful for the provision of the services free of charge, such as, in particular, power house crane, mobile crane, ceiling rails, chain hoists, jacks, lifting platforms, winches, scaffolding, climbing aids, etc. Lifting accessories, such as belts and chains, are provided by Geppert. The tools provided by the Customer must meet the relevant safety regulations and maintained and checked properly. The Customer shall provide Geppert with evidence of the maintenance work and checks on request.
- 5.2. If contrary to this provision, tools are not available or unsuitable for other reasons, Geppert may discontinue the provision of its services until the Customer provides such tools or procure such tools itself at the cost of the Customer.
- 5.3. Before starting with the provision of the services, the Customer shall check that the drainage equipment in the pump shaft is functioning properly and provide Geppert with written confirmation of such.
- 5.4. The Customer shall hand over system, including sump, in a suitable condition and free from oil and grease deposits to Geppert for the provision of the services.
- 5.5. The Customer shall ensure that the system does not suffer any frost damage. The Customer shall provide a heater for protecting the system against frost free of charge. The Customer shall drain any existing pressure pipes prior to commencing the work.
- 5.6. The Customer is exclusively responsible for all required authorisations, approvals, etc. under public law.

6. Violation of obligations to cooperate

- 6.1. In the event of the Customer violating its obligations to cooperate in accordance with Section 5, and in particular the safety regulations in accordance with Section 4, Geppert may discontinue the provision of further services immediately.
- 6.2. Failure of the Customer to rectify safety defects or to provide the cooperation services within a period of four weeks shall result in Geppert being entitled to invoice the full payment agreed less any previous payments received. However, any savings incurred due to Geppert not having to provide its services shall be deducted from the agreed payment.
- 6.3. The Customer shall not derive any claims, such as compensation for damages, lost profits, production losses, etc., from Geppert's discontinuation of services.
- 6.4. The remaining legal and contractual rights and claims of Geppert shall not be affected.

7. Warranty

- 7.1. Geppert shall provide warranty for material and legal defects, under exclusion of further claims, exclusively in accordance with the following provisions:
- 7.2. When providing services for individual components, such as repairs, improvements, maintenance, etc., Geppert does not give any warranty for the service or functionality of the entire system, but exclusively for the professional provision of the actual services provided. Geppert shall only be responsible for certain properties of the entire system if they have been agreed explicitly and in writing.
- 7.3. Geppert shall not give any warranty for defects caused by measures, constructions, plans or specifications requested or provided by the Customer nor for materials provided by the Customer. Geppert does not assume any warranty for services provided by employees or representatives of the Customer. Geppert does not assume any warranty for services using second-hand goods.
- 7.4. No warranty shall be given, in particular, in the following cases: Unsuitable or improper use, incorrect assembly and/or commissioning by the Customer or third parties, use of non-original parts and materials, natural wear and tear, incorrect or negligent handling, improper maintenance, unsuitable consumables and equipment, replacement materials, unsuitable installation conditions, non-standard impact of any kind (e. g. oscillations of third-party aggregates, penetration of contaminants), chemical, electro-chemical or electrical impact that do not fall within Geppert's scope of responsibility.
- 7.5. The assumption of non-defectiveness at hand-over in accordance with Section 924 of the Austrian Civil Code (Allgemeines bürgerliches Gesetzbuch – ABGB) shall herewith be mutually excluded. The Customer therefore carries the burden of proof regarding the defectiveness.
- 7.6. In the event of a defect that is covered by warranty, Geppert may choose to improve or repair the service. Geppert may further choose the place of fulfilment for the warranty obligation. The Customer shall pay any transport costs incurred for the rectification of defects.
- 7.7. The Customer has the right to withdraw from the agreement if Geppert fails to rectify the defect during a reasonable period of grace granted, taking into consideration legal exceptions. If a defect is only immaterial, the Customer is only entitled to a reduction of the contractually agreed price.
- 7.8. In the event of improvements, any extension of the warranty period granted shall only apply to the improved or replaced part of the service, but not the other services.

8. Final inspection and approval

- 8.1.** Geppert shall notify the Customer immediately once the services have been completed. The Parties shall mutually agree on a date for the final inspection and approval, but no later than four weeks from Geppert's notification of completion. Failure to inspect and approve the services within four weeks shall result in Geppert's services being accepted as non-defective.
- 8.2.** On the day of the final inspection and approval, a written inspection and approval record shall be prepared in which the Customer shall note any defects. The participating employees of the Parties carry a corresponding authorisation to perform the work. The inspection and approval record shall be signed by both Parties upon approval.
- 8.3.** On the day of the final inspection and approval, the Customer shall inspect services immediately for defects and report any defects found immediately and in writing in the inspection and approval record and provide details of such. Failure to note discernible defects in the inspection and approval record upon inspection shall result in such defects being deemed to have been approved and the signing of the inspection and approval record as waiver of further claims by the Customer.
- 8.4.** Defects that are not discernible even during corresponding inspection ('hidden defects') shall be reported immediately, but no later than 14 days from the date on which they become apparent, and in writing and details given of such.
- 8.5.** Failure to report defects in the inspection and approval record immediately or, in the case of hidden defects, within 14 days from the date on which they become apparent, in writing and giving details of such, the Customer shall not be entitled to assert any claims for warranty or compensation on the grounds of the defect or error regarding the non-defectiveness of the services.

9. Liability and damages

- 9.1.** Geppert does not assume any liability for damages caused by acts of slight negligence. Liability shall also be excluded for pure financial losses, loss of profit, third-party damages, indirect damages and loss of production. The reversal of the burden of proof in accordance with Section 1298 ABGB is excluded.
- 9.2.** Geppert's liability is limited to the order amount in any case.
- 9.3.** Claims for damages against Geppert of employees of Geppert shall expire by limitation within six months from obtaining knowledge of the damage and liable party.

10. General term and conditions

- 10.1.** All legal relationships between Geppert and the Customers shall be exclusively governed by Austrian law under exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 10.2.** The place of jurisdiction is the court factually responsible for Geppert's head office. However, Geppert may initiate proceedings before the court responsible for the Customer's head office.
- 10.3.** The place of fulfilment for the obligations arising from the contractual relationship is Geppert's head office.
- 10.4.** The Customer shall not transfer or assign this agreement to third parties without prior written consent from Geppert. Geppert may assign the agreement to third parties without prior consent from the Customer.
- 10.5.** The Customer shall not withhold payment. The Customer may only offset acknowledged or legally binding receivables against Geppert's claims.
- 10.6.** Any amendments or additions to this agreement must be made in writing. The same shall apply to the waiver of this written form requirement.

As of: September 2019