

GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY Heinzl Immo GmbH

1. Validity of the General Terms and Conditions

For all business transactions (offers, orders via the online shop, agreements, etc.) of Heinzl Immo GmbH, Kammersdorf 173, A – 2033 Kammersdorf, Austria, FN 477542 v, ("**Supplier**", "**we**" or "**us**"), the following General Terms and Conditions ("**GTC**") apply exclusively. Our business partner is hereinafter referred to as the "contractual partner". These GTC are binding for all current and future business transactions with the contractual partner, even if no express reference is made to them.

Any provisions deviating from or supplementing these GTC – in particular the general terms and conditions or purchasing conditions of the Contractual Partner – shall only become part of the contract if this has been expressly confirmed by us in writing.

2. Subject matter

- 2.1 The delivery order placed with us refers to the goods specified and detailed in the respective order of the Contractual Partner. However, we expressly reserve the right to deliver goods that differ in terms of execution, form or design in the event of technical or production-related changes to the goods to be delivered after the order has been placed with us, provided that this does not result in unreasonable deviations for the contractual partner.
- 2.2 Any features or other technical details of the goods or products we sell, as shown in brochures or in any other way (online shop, internet, etc.) or in other advertising materials of any kind, are only examples of the goods and are not part of the contract or any other part of the contract. Special and/or specifically agreed features or technical characteristics of the goods owed by us shall only become part of the contract if there is a separate written agreement to this effect.

3. Delivery date and default

- 3.1 We endeavour to adhere to delivery periods and dates as far as possible. Unless expressly agreed as binding, they are non-binding and always represent the estimated time of delivery. Delivery begins on the day the order is placed and is deemed to have been made if the goods have left our warehouse by the end of the delivery period or, if shipment is possible, if the shipment of the goods to a transport or forwarding company selected by us has been reported or ordered. Early delivery of the respective goods or products is permitted. In the event of early delivery, the earlier delivery date shall be decisive for the final delivery of the goods and not the originally agreed and/or the intended date of delivery. Our deliveries are made both within Austria and to other EU member states and third countries. Deliveries to EU member states or third countries may be subject to extended delivery times and additional costs.
- 3.2 The delivery period shall be extended – even within a delivery delay – by a reasonable amount in the event of unforeseen events or other unavoidable obstacles which could not be averted by us despite the reasonable care applicable in the individual case, whereby it shall be irrelevant whether this unforeseen event or other

unavoidable obstacles occurred at our premises or at those of any subcontractors (operational disruptions, official interventions, energy supply difficulties, delays in the delivery of raw materials, etc.). The same shall apply in the event of strikes and lockouts. The contractual partner shall be notified of such circumstances without undue delay.

- 3.3 In the event of an extension of the delivery period in accordance with Section 3.2 of these General Terms and Conditions or in the absence of an existing delivery obligation on the part of the supplier, any claims for damages and/or rights of withdrawal on the part of the contractual partner arising from this shall lapse. We shall therefore expressly not be liable for any damage resulting from or objectively related to a delay caused by an unforeseen or unavoidable event.
- 3.4 Any changes to individual delivery conditions or regulations relating to delivery require our prior express consent. In the event of changes to the order and/or contract content (in particular the delivery conditions) that arise after the respective order has been placed by the contractual partner and that are likely to affect the delivery period, the respective delivery period shall be extended by a reasonable and proportionate amount, unless otherwise agreed by mutual consent.
- 3.5 Withdrawal from the contract by the contractual partner due to delayed delivery is only possible after setting a reasonable grace period. This grace period may not be less than 4 (four) weeks in any case. Any withdrawal from the contract must be made by registered letter. Any right of withdrawal shall in any case relate exclusively to the part of the delivery or service in respect of which there is an unlawful delay.
- 3.6 If the contractual partner has not accepted the goods as agreed and is therefore in default of acceptance, we shall be entitled, after setting a grace period without success, to either store the goods at our premises, for which we shall charge a storage fee of 0.1% of the gross invoice amount per calendar day or part thereof, or to store them at the expense and risk of the contractual partner with an authorised expert third party. In addition, we shall be entitled either to insist on performance of the contract or, after setting a reasonable grace period of at least two (2) weeks, to withdraw from the contract and dispose of the goods elsewhere.

4. Prices

- 4.1 All prices/purchase prices of the goods offered are quoted in EURO. The statutory value added tax will be charged additionally at the applicable rate. The respective purchase prices are therefore to be understood as net prices. Any taxes, customs duties or other fees shall be borne solely by the contractual partner.
- 4.2 If no individual purchase prices have been agreed with the contractual partner, the respective prices/purchase prices shall be calculated on the basis of the current list prices (daily prices).
- 4.3 The fulfilment of payment obligations in a currency other than euros requires our prior consent. All disadvantages resulting from exchange rate fluctuations (foreign currency to euro) shall be borne in full by the contractual partner. All changes in the currency landscape occurring after conclusion of the contract shall be charged to the contractual partner.

5. Terms of payment

- 5.1 All invoices are due for payment immediately upon receipt and without deduction, unless a different written agreement has been made in the respective contract with the contractual partner. Payments shall first be applied to expenses, then to interest and finally to capital.

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- 5.2 The contract shall only be deemed fulfilled when the entire purchase price, including all related taxes, customs duties, fees or other incidental expenses, has been paid by the contractual partner and received by us.
- 5.3 In the event of default in payment by the contractual partner, default interest shall be charged at a rate of 12.58 (twelve point five eight) percentage points above the base rate of the Austrian National Bank. The base rate applicable on the last calendar day of each calendar half-year shall be decisive for the following calendar half-year. All reminder, collection and legal costs, insofar as they serve the appropriate legal pursuit of claims, shall be borne in full by the contractual partner. The contractual partner is not entitled to withhold purchase price payments or related payments or to offset them in any way whatsoever on the basis of any warranty claims or other asserted counterclaims.
- 5.4 Bills of exchange shall only be accepted on account of performance without guarantee for protest and only by agreement and on condition that they are discountable. Discount charges shall be calculated from the due date of the invoice amount and shall be borne by the contractual partner.
- 5.5 In the event of partial payments being agreed, the term shall expire if even one partial payment is not received by us on time or in full. Upon expiry of the term, the entire outstanding balance of the purchase price, including all related taxes and fees, shall become due for payment immediately. In the event of forfeiture, we shall be entitled to take possession of the goods subject to retention of title in accordance with Section 8 of these General Terms and Conditions without withdrawing from the purchase contract until all claims, including all ancillary costs, have been settled and paid in full.

6. Transfer of risk and shipping

- 6.1 If goods are shipped at the express request of the contractual partner, the risk of accidental loss or accidental deterioration of the goods shall pass to the contractual partner upon handover to the supplier's external shipping agent or, in the case of a forwarding agent, upon leaving our warehouse.
- 6.2 If the goods are ready for dispatch and dispatch or acceptance by the contractual partner is delayed for reasons beyond the supplier's control, the risk shall pass to the contractual partner upon receipt of the notification of readiness for dispatch/notification of dispatch by the external shipping agent.

7. Withdrawal

- 7.1 If one of the contracting parties fails to fulfil its contractual obligations on time, the other party may withdraw from the contract after setting a reasonable grace period of at least 14 (fourteen) days (the contractual partner may only do so in the event of a delay in delivery by the supplier after setting a reasonable grace period of at least 4 (four) weeks in accordance with Section 3.5 of these General Terms and Conditions).
- 7.2 In the event of withdrawal from the contract by the supplier due to non-performance of the contract by the contractual partner, as well as in the event of unjustified withdrawal, the supplier shall be entitled to claim compensation for the damages incurred. The supplier shall be entitled, without further proof

of specific damage, 30% of the purchase price and any transport costs incurred as compensation, whereby the right to assert further claims is expressly reserved. The supplier has the right to insist on fulfilment of the contract.

- 7.3 In the event of culpable non-performance of the contract by the supplier, any advance payments already made shall be refunded to the contracting party without undue delay.

8. Retention of title

- 8.1 The goods owed and/or delivered shall remain the property of the supplier until all payment obligations of the contractual partner arising from the underlying purchase contract between the supplier and the contractual partner have been fulfilled in full. Full fulfilment of the payment obligation shall only be deemed to have been effected upon receipt by the supplier of the entire purchase price and all associated ancillary costs, taxes and fees.
- 8.2 The contractual partner is only entitled to resell the goods subject to retention of title with the express prior written consent of the supplier. The contractual partner is not permitted to pledge, transfer ownership by way of security, assign as security or otherwise encumber the goods subject to retention of title. In the event of consent to resale, the contractual partner is obliged to secure the rights of the supplier as the owner of the reserved goods in the event of resale of the reserved goods. For this purpose, the contractual partner hereby assigns to the supplier all claims against the potential third-party purchaser of these goods arising from the resale of the reserved goods. The supplier declares that it accepts this assignment of claims. At the supplier's request, the contractual partner shall immediately disclose to the supplier all information and/or details necessary for the supplier to assert the assigned claims and shall notify the respective third-party debtor of the assignment of claims.
- 8.3 The contractual partner shall inform the supplier immediately of any enforcement measures taken by third parties against the goods subject to retention of title or against the claims assigned in advance, handing over the documents necessary for intervention. The contractual partner is obliged to insure the goods subject to retention of title at its own expense against loss or damage.

9. Warranty and notification of defects

- 9.1 In the event of defective goods, the supplier is entitled, within the statutory warranty periods, to choose at its own discretion between replacement or repair, excluding further warranty claims by the contracting party. The warranty period begins with the delivery of the goods to the statutory warranty periods, at its own discretion and to the exclusion of further warranty claims by the contractual partner, to deliver a replacement or to repair the goods. The warranty period begins with the delivery of the goods to the contractual partner.
- 9.2 The defects must be reported to the supplier within 10 working days by email to *info@heinzl.at* or by written notification from the contracting party, enclosing all documents necessary for an assessment of the defect claimed. If the contracting party fails to comply with the obligation to notify the defect in writing within 10 working days, the supplier's warranty obligation shall expire.
- 9.3 If the supplier allows a reasonable grace period to elapse without providing a replacement or remedying the defect, the contracting party shall be entitled to withdraw from the contract, excluding all other claims. The supplier shall be granted a period of at least 40 (forty)

working days. In the event of withdrawal and if the goods have already been sold to the end consumer, the supplier shall only reimburse the actual value of the goods. If, for whatever reason, the contractual partner does not reimburse the end customer for the full value of the goods, the supplier's reimbursement shall be reduced by the same percentage. Any additional costs shall not be reimbursed. Delivery damage shall only be accepted if it has been noted on the freight documents of the shipping company.

10. Product liability

Recourse claims within the meaning of Section 12 of the Product Liability Act are excluded, unless the party entitled to recourse proves that the defect was caused within our sphere of responsibility and was at least due to gross negligence.

11. Transport

Transport costs shall be borne by the contractual partner. Any deviating agreements must be agreed separately in writing.

12. Warranty

12.1 Any warranty for the products is based exclusively on the individual warranty provisions of the manufacturers of the respective products ("**manufacturers**") and is therefore provided exclusively in accordance with and to the extent of the warranty provisions of the manufacturer. Such warranty claims shall be handled by us, as the contractual partner of the manufacturer, without any claims against us arising from this.

12.2 Damage or defects to the goods delivered by the supplier that can be attributed to improper handling or maintenance or changes to the goods themselves compared to their condition upon delivery are excluded from any warranty and manufacturer's guarantee. Similarly, signs of wear and tear and the replacement of consumables or operating materials (batteries) are excluded from any warranty or claims under the manufacturer's warranty.

12.3 Warranty services shall only be provided by the supplier to the contractual partner free of charge if there are no outstanding claims between the supplier and the contractual partner. If the supplier has outstanding and unpaid claims against the contractual partner, the contractual partner may only obtain the necessary warranty parts against advance payment.

13. Damages

13.1 The supplier shall only be liable for damages in all applicable cases in the event of intent or gross negligence. Liability shall expire within 6 months of the contractual partner becoming aware of the damage and the party responsible for it.

13.2 The supplier shall not be liable for indirect damage, lost profits, interest losses, lost savings, consequential damage, financial losses or damage resulting from third-party claims.

14. Place of jurisdiction and choice of law

14.1 The exclusive jurisdiction of the courts at the supplier's place of business shall be agreed for the resolution of all disputes arising from a contract, including those concerning its existence or non-existence.

- 14.2 Contracts are governed exclusively by the law of the Republic of Austria, excluding the UN Convention on Contracts for the International Sale of Goods.

15. Further provisions

- 15.1 We reserve the right to make changes to the applicable General Terms and Conditions, but these are only possible with the consent of the contractual partner. Any changes shall take effect two months after notification to the contractual partner, unless we receive a written objection (email is sufficient) from the contractual partner by that time.
- 15.2 Should any provision of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The contracting parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the content and purpose of the invalid or unenforceable provision.
- 15.3 Amendments or additions to a contract must be made in writing. This also applies to any amendment to the written form requirement.
- 15.4 Offsetting our claims against counterclaims of any kind is excluded, unless the counterclaims are recognised by us or have been established by a court of law. The right of retention can only be asserted in each case to the amount of the recognised counterclaim.
- 15.5 The place of performance is the respective registered office of the supplier.
- 15.6 The use of subcontractors is always permitted.

Kammersdorf, January 2025