

General Terms and Conditions of Sale and Delivery of Grass GmbH and all of its Affiliates

1. Applicability

- 1.1. All deliveries and services by Grass GmbH and all of its affiliates shall exclusively be based on these General Terms and Conditions.
- 1.2. Our customers are exclusively entrepreneurs as defined in Section 1 of the Austrian Consumer Protection Act [KSchG].
- 1.3. Conflicting general terms and conditions shall not apply and shall require our express written approval in order to be valid. Our customers accept the regulations of our General Terms and Conditions.

2. Product specifications / Representations

- 2.1. Product specifications on the relevant website, such as illustrations, drawings, descriptions, measurement, weight, performance and consumption data shall not be deemed representations of qualities and shall be subject to change.
- 2.2. In particular, we reserve the right to make modifications or improvements which serve the purpose of technological progress.
- 2.3. Despite the exercise of utmost care we are unable to assume any liability for incorrect information, in particular prices stated.

3. Offers/ Conclusion of contracts

- 3.1. Unless specific written arrangements have been made, the following provisions shall apply to all of our offers and sales transactions.
- 3.2. Our offers shall be non-binding. Unless a different offer was made, the prices applicable as per our price list at the date of delivery shall apply in principle. They are based on the calculation documents applicable at that time.
- 3.3. Any details contained in catalogues or brochures or written or oral statements shall only become part of the contract if they are expressly referred to in the acknowledgement of the order.
- 3.4. A contract shall be deemed concluded upon the written acknowledgement of a purchase order or dispatch of the shipment.
- 3.5. Quotations will be prepared against a charge and without any warranty.

4. Prices

- 4.1. Our prices are net prices plus applicable statutory VAT and apply ex works or warehouse or customer centre. In particular costs of packaging, loading, disassembly, return and proper utilisation and disposal shall not be included in these net prices.
- 4.2. If the prices increase during the period between the ordering and delivery, we shall be entitled to invoice the higher price.
- 4.3. In the case of increases in materials or costs, in prices of our suppliers, increased taxes or price increases due to force majeure we shall be entitled to increase agreed prices.

5. Delivery

- 5.1. The delivery period shall commence at the date of acknowledgement of the order.
- 5.2. Unless agreed otherwise, the delivery shall be FCA.
- 5.3. We will endeavour to deliver as soon as possible but we exclude any liability for delays in delivery.
- 5.4. Agreed delivery dates shall be non-binding and subject to timely, complete and correct deliveries from our suppliers to us. If we do not receive a delivery on time and our customer is no longer interested in the delivery, we shall be entitled to rescind the contract.
- 5.5. We shall be entitled to deliver by instalments.
- 5.6. If delivery dates are not met, the customer shall not be entitled to rescind the purchase contract.
- 5.7. The customer shall be responsible for proper and correct disposal of waste material.

6. Bearing of risk

The risk shall pass to the customer as soon as we deliver the object of purchase, the material or the work to the carrier or another person named by the customer at our premises or at another named location.

7. Payment period: 14 days without deductions

- 7.1. The right to a cash discount shall require written agreement.
- 7.2. In the case of late payment we shall charge late payment interest of 9.2 percentage point above the base interest rate.
- 7.3. In the case of notifications of defects payments of the purchase price may not be withheld or offset against other claims.
- 7.4. Invoices including all details shall be deemed accepted 10 days after the date of the invoice.
- 7.5. If the purchase price is transferred, the date at which the amount is credited to our account shall be considered the date of receipt of the payment by us.
- 7.6. In the case of late payment or obvious payment difficulties of the customer

we shall at any time be entitled to rescind the contract immediately and to demand that unpaid goods are returned immediately. The customer shall then be obliged to send the goods back to the place of performance at his cost. The defaulting customer shall bear any dunning charges, collection charges or investigation and information charges.

- 7.7. The parties agree that the fee for continuous obligations, such as regular maintenance work, shall be kept stable in value in accordance with the Austrian Consumer Price Index [VPI] 2015. The basis of calculation shall be the month in which the contract is concluded.

8. Excess deliveries / short deliveries

In the case of items made to order producing exact numbers of items is not possible. We reserve the right to make deliveries of up to 10% more or less of the ordered quantity. In such a case the purchase price shall be adjusted accordingly according to the agreed terms. Any other claims of the customer shall be excluded.

9. Retention of title

- 9.1. We shall retain title to the delivered goods until full payment of the purchase price, also in the case that claims resulting from the entire business relationship have not been paid in full. Until that time we shall be entitled but not obliged to ask our customers to return the goods, even if the goods have already been processed in whole or in part. The customer shall be obliged to surrender these goods.
- 9.2. As another security for us any claims resulting from the customer's resale of the products delivered by us shall pass to us.
- 9.3. The customer shall not be allowed to pledge the goods or to transfer title to them by way of security. We shall be notified immediately of any pledging of or other restrictions on our property for us to be able to exercise our rights.

10. Intellectual property

- 10.1. Any plans, sketches, quotations and other documents furnished by us or developed due to our contribution shall remain our intellectual property.

11. Liability; warranty

- 11.1. The provisions on statutory warranty shall apply. The warranty period shall commence upon delivery of the product to the customer and shall be limited to two years.
- 11.2. If there is a defect for which we are responsible, we undertake, at our choice, to improve the goods, reduce the price or deliver a replacement at our cost. However, if we are unable to identify such a defect, our customers shall be obliged to reimburse us the shipping costs, if any.
- 11.3. Customers shall immediately assert warranty claims in writing.
- 11.4. The customer shall always prove that the defect existed as early as at the time of delivery and shall allow us to inspect the delivery item in the case of alleged defects. Any ancillary costs related to the repair of defects shall be borne by the customer. The customer undertakes to provide unskilled staff etc. that is required for warranty work that is not carried out on our premises.
- 11.5. Warranty claims for defects caused by incorrect assembly, non-observance of instructions for assembly and/or use, overuse of parts, improper handling or use of unsuitable operating materials by the customer shall be excluded.
- 11.6. Any assignment of warranty claims to third parties shall be excluded.
- 11.7. If the customer submits documents, such as drawing, specimens and the like, which are necessary for his order and if such documents contain technical defects, then the customer shall be liable for defects and costs caused thereby.
- 11.8. Beyond the Austrian Product Liability Act we shall be liable only in the case of wilful intent or gross negligence. Liability for slight negligence, consequential or pecuniary damages and/or compensation for lost profit shall be excluded. Any claims for damages must asserted in court within two years; otherwise they shall become forfeited.

12. Customer's duty to cooperate

- 12.1. We shall be obliged to render performance not earlier than at the time the customer has met all technical and legal requirements for performance which are stated in the contract or described in information provided to the customer prior to conclusion of the contract or which the customer had to be aware of due to his professional knowledge or experience.
- 12.2. If the customer does not fulfil this duty to cooperate, our performance shall not be deemed defective (exclusively with regard to incomplete performance due to incorrect information from the customer).

13. General ban on use of the delivery item in the aerospace industry or in safety-relevant areas of nuclear power plants

- 13.1. Aviation: Ban on the sale and delivery of products supplied directly or indirectly to the aviation industry (manufacturing companies approved by the supervisory authorities of the respective countries) for the purpose of

installation in aircraft or to be carried by the aircraft operator; this applies in particular in cases where specific aviation approvals are required for the products or where the companies to be supplied require special approval of this kind (e.g. in accordance with the standard EN 91xx).

- 13.2. Nuclear power plants: Ban on the sale and delivery of products which are to be used in safety-related zones of a nuclear power plant and/or are subject to particular regulations for nuclear power plants.

14. Data processing

Protection of your data is important to us. For information on the processing of your data see: <https://www.grass.at/datenschutzerklaerung.html>.

15. Miscellaneous

- 15.1. If any provisions of the contract or these General Terms and Conditions are ineffective, the effectiveness of the remaining provisions shall not be affected. The ineffective provision shall be replaced by a valid provision that comes as close as possible to the desired objective.
- 15.2. The customer undertakes to maintain secrecy vis-à-vis third parties about the knowledge he has obtained in connection with the business relationship.
- 15.3. For both parties the place of performance for delivery and payment shall be Höchst.
- 15.4. The place of jurisdiction for all disputes arising out of this contractual relationship or future contracts between the customer and us shall be the court having jurisdiction over the subject-matter and over Höchst. Austrian law shall apply; UN Sales Law shall be excluded.