General Terms and Conditions of Sale, Delivery and Business (GTC)

of INFRANORM® Technologie GmbH | As at November 2026

1. SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Sale, Delivery and Business (GTC) apply to all legal transactions, deliveries and other services provided by INFRANORM® Technologie GmbH (hereinafter referred to as 'INFRANORM'). The following provisions concerning the delivery of goods shall apply mutatis mutandis to other services and legal transactions undertaken by INFRANORM, in particular to the commissioning of plant.

1.2 These GTC are designed for legal transactions between entrepreneurs, but also apply to consumers. However, insofar as these GTC contain provisions which are impermissible or invalid in relation to consumers under mandatory law, they shall be superseded by the relevant statutory provisions. In all other respects, the GTC remain unaffected.

1.3 Any conflicting, differing or supplementary terms and conditions of the Contractual Partner are hereby expressly rejected. They shall not form part of this contract unless their validity is expressly agreed in writing.

2. OFFER AND ACCEPTANCE

2.1 Our offers, quotations, price lists and other information are subject to change and are not binding, unless they are expressly stated to be binding.

2.2 Orders placed by the Contractual Partner, regardless of their form, shall be deemed binding offers to enter into a contract. The contract shall only come into effect upon our written confirmation of the order or upon the actual performance of the service, in particular upon delivery, dispatch or commissioning of the goods by the Contractual Partner.

2.3 Any ancillary agreements, amendments or additions to a contract must be in writing (including by email) to be valid, unless another form is expressly required by law.

2.4 Obvious clerical, printing, arithmetic or calculation errors in quotations, order confirmations, price lists, invoices or other documents entitle us to correct them unilaterally.

2.5 We reserve the right to make changes for technical, design or manufacturing reasons, as well as to make deviations from order confirmations or other documents that are customary in the trade, provided that this does not significantly impair the agreed functionality or the intended use as set out in the contract.

3. DOCUMENTS AND INTELLECTUAL PROPERTY

3.1 All information contained in catalogues, price lists, brochures, technical documentation, on our website or in other promotional material is provided solely for the purpose of describing the product and does not constitute a guarantee of any particular characteristics, unless it is expressly stated in writing that it is binding.

3.2 Technical specifications, dimensions, weights, illustrations, drawings and other performance data are approximate and are only binding if this has been expressly agreed in writing.

3.3 All documents provided to the Contractual Partner, in particular drafts, plans, drawings, models, design documents, technical calculations, software documentation and other project-related documents, remain our intellectual property and may not be used, reproduced or made available to third parties without our prior written consent. The Contractual Partner shall not acquire any rights whatsoever in respect of these documents, unless expressly agreed otherwise in writing.

3.4 If a contract is not concluded, all documents provided must be returned to us immediately upon request or – where they have been sent electronically – verifiably deleted. In such cases, reasonable remuneration shall be paid for the costs incurred in preparing cost estimates, drawing up plans and other documents, and carrying out activities specific to the Contractual Partner.

4. PRICES AND UNILATERAL PRICE ADJUSTMENTS

4.1 Price information

4.1.1 Unless otherwise expressly stated, all prices are quoted in euros (€) and exclude statutory value added tax. Discounts, rebates, credit notes or other price reductions are calculated on the basis of the net prices.

4.1.2 Our quotations and prices are subject to change and are not binding. Unless otherwise agreed in writing, cost estimates are provided without any guarantee as to their completeness or accuracy.

4.1.3 Unless expressly agreed otherwise, all prices are quoted ex works or ex warehouse and exclude ancillary costs. In particular, any costs relating to packaging, dispatch, transport, customs duties, assembly, installation, commissioning, official authorisations or other ancillary services will be invoiced separately.

4.2 Price adjustments

4.2.1 The quoted prices apply only if the entire scope of the quotation is commissioned. If only parts of the quotation are commissioned, we reserve the right to adjust the prices accordingly.

4.2.2 If, after the contract has been concluded, cost factors that are relevant to the calculation change – in particular labour costs arising from statutory, collective agreement or company regulations, or costs relating to materials, energy, transport, external services, financing, public levies or comparable cost components – we shall be entitled to adjust the agreed prices unilaterally.

4.2.3 The agreed prices are based on the assumption that delivery, installation or the provision of services can take place without interruption and in a single operation. Any additional costs arising from delays, hindrances or interrup-

tions caused by the Contractual Partner or by other circumstances beyond our control shall be invoiced separately.

4.2.4 Services, supplies or works not included in the original scope of work shall be invoiced separately on the basis of actual costs at the rates applicable at the time the service is provided, and may be carried out in stages as construction or work progresses. The Contractual Partner must cooperate in the joint determination of the scope of work within 14 days of being requested to do so. In the absence of such cooperation, the scope of work determined by us shall be deemed to have been accepted.

4.2.5 Any price adjustment arising from the points set out above shall not entitle the Contractual Partner to a right of withdrawal, nor to any claims arising from the cessation of the basis of the contract or any similar claims.

5. TERMS OF PAYMENT AND LATE PAYMENT

5.1 Terms of payment

5.1.1 Our invoices, including partial and interim invoices, are payable within 30 days of the invoice date, without any deductions, free of charges and on a net basis, unless otherwise expressly agreed.

5.1.2 The Contractual Partner shall not be entitled to set off any counter-claims unless such counter-claim has been established by a final and binding court judgment or has been expressly acknowledged by us.

5.1.3 Notwithstanding any contrary instructions from the Contractual Partner, payments received may, at our discretion, be applied against existing claims.

5.2 Late payment

5.2.1 Should the Contractual Partner fall into arrears, we shall be entitled to withhold all further deliveries and services until full payment has been made, to demand advance payment or suitable security, and to declare all outstanding claims immediately due and payable. This shall also apply in the event that circumstances come to light which are likely to significantly impair the Contractual Partner's creditworthiness or solvency.

5.2.2 In the event of late payment, the Contractual Partner shall be liable to pay commercial interest on arrears at the statutory rate. We reserve the right to claim damages in excess of this amount.

5.2.3 The Contractual Partner shall reimburse all costs relating to reminders, debt recovery, enquiries and legal proceedings necessary for the proper pursuit of legal action, in so far as these are necessary and reasonable for the pursuit of legal action.

6. DELIVERY AND TRANSFER OF RISK

6.1 Delivery times and delivery dates

6.1.1 Agreed delivery periods shall commence on the date of our order confirmation, but not before we have received in full all technical, commercial or other documentation, information, approvals, authorisations, advance payments or other acts of cooperation required from the Contractual Partner, unless it has been agreed that these obligations on the part of the Contractual Partner are to be fulfilled on an ongoing basis throughout the project. In such cases, the delivery periods shall commence whenever the Contractual Partner has fully fulfilled its (interim) obligations to cooperate.

6.1.2 Delivery times and delivery dates shall only be deemed binding if we have expressly designated them as such in writing; otherwise, they constitute non-binding guidelines.

6.1.3 The delivery deadline shall be deemed to have been met if the goods leave our warehouse before the deadline expires, if the Contractual Partner is notified that the goods are ready for dispatch or delivery, or – where assembly or commissioning has been agreed – if the plant has been made ready for operation. The plant is deemed to be ready for operation when it can be used in accordance with its contractually stipulated purpose and there are no material defects that prevent the plant from operating. Minor remaining work, in particular on insulation, coatings, cladding or similar ancillary services, shall not prevent the plant from being deemed ready for operation.

6.1.4 If the Contractual Partner fails to fulfil its obligations to cooperate or to make payments in a timely manner, the agreed delivery periods and dates shall be extended by a reasonable period corresponding to the duration of the delay, plus a reasonable restart period.

Any subsequent requests for changes made by the Contractual Partner, regulatory requirements, additional services or other changes initiated by the Contractual Partner shall result in a reasonable adjustment to the delivery periods and deadlines. Any additional costs arising therefrom shall be borne by the Contractual Partner.

6.2 Transfer of risk

The risk of accidental loss or accidental deterioration of the goods shall pass to the Contractual Partner upon notification that the goods are ready for dispatch, but at the latest upon handover to the carrier or upon the goods leaving our warehouse. This shall also apply where we have undertaken additional assembly, installation, commissioning or other ancillary services.

6.3 Dispatch and packaging

6.3.1 We shall select the method of dispatch, route of dispatch and type of packaging at our reasonable discretion, unless an express written agreement has been made. We are under no obligation to choose the most cost-effective method of dispatch.

6.3.2 Special packaging, express deliveries, air freight or any other special services requested by the Contractual Partner shall be charged separately. Transport insurance shall only be arranged at the express request of the Contractual Partner and at their expense.

6.4 Partial deliveries

We are entitled to make partial deliveries and advance deliveries and to invoice them separately, provided this is reasonable for the Contractual Partner.

6.5 Export transactions

6.5.1 In the case of export transactions, the Contractual Partner must obtain and maintain all necessary export, customs, foreign exchange, import or other authorisations at its own expense. We give no warranty or guarantee that the export, import or use of the goods supplied is permitted in the country of destination.

6.5.2 The Contractual Partner must immediately provide the originals of all export and customs documents required for tax purposes. If the necessary supporting documents are not provided, we are entitled to charge VAT and other duties retrospectively.

6.5.3 In the case of international deliveries, we may make delivery conditional upon the opening of an irrevocable, confirmed letter of credit, free of charge to us, with a bank to be designated by us.

7. OBLIGATIONS OF THE CONTRACTUAL PARTNER TO COOPERATE IN RELATION TO SERVICES AND INSTALLATION

7.1 Prerequisites for the provision of services and installation work

7.1.1 The Contractual Partner must ensure that all conditions necessary for the proper, timely and unimpeded performance of the contracted service and/or installation are in place. In particular, the Contractual Partner must ensure that all necessary preparatory work is completed in good time before work commences, so that our staff can begin

work immediately upon arrival and the work can continue without interruption until final acceptance.

7.1.2 If the Contractual Partner fails to fulfil the necessary requirements, or fails to do so in full or on time, we shall be entitled to postpone the commencement or continuation of the work accordingly, without this constituting a delay or giving rise to any other consequences of default. All waiting times, additional expenses and costs already incurred as a result shall be borne by the Contractual Partner.

7.2 Services and technical support provided by the Contractual Partner

7.2.1 The Contractual Partner is obliged, at its own expense and risk, to provide all site-related services and the necessary technical support in a timely and complete manner, insofar as these are required for the performance of the service and/or installation.

7.2.2 This includes, in particular, the provision of suitable equipment and aids, such as forklift trucks, cranes, hoists, scaffolding and other tools and equipment required in addition to the standard hand tools used by fitters. The Contractual Partner must also ensure that the necessary provisions are in place for heating, lighting, power supply and all necessary connections.

7.2.3 For ancillary work directly related to the performance of the service and/or the installation of a system, the Contractual Partner shall, at its own expense and risk, provide a sufficient number of suitable assistants, in particular fitters, tradespeople or other support staff.

7.3 Protection and storage of materials and equipment

7.3.1 The Contractual Partner must ensure that all parts, equipment, scaffolding and other materials delivered or made available are stored properly until they are used and are protected from damage, in particular from wetness, damp, dust, dirt or other harmful influences.

7.3.2 We accept no liability for damage to or the loss of the work, materials supplied or plant components on the construction site, unless such damage or loss was caused by us or our agents through wilful misconduct or gross negligence. This applies in particular to damage resulting from fire, explosion, lightning strike, water, chemical effects, as well as damage caused by the Contractual Partner or other third parties.

7.4 Acceptance

7.4.1 Upon completion of the delivery and/or installation – including in the event of partial installation or partial delivery – the Contractual Partner must carry out the acceptance inspection without delay upon notification that the goods are ready for acceptance.

7.4.2 The Contractual Partner is obliged to sign the acceptance report and to set out any complaints or objections therein in full and in specific terms.

7.4.3 If acceptance does not take place within a reasonable period following notification that the goods or services are ready for acceptance, or if the Contractual Partner refuses to sign the acceptance report, the relevant delivery, service or partial service shall be deemed to have been duly performed and accepted by the Contractual Partner. The provisions of clause 9.1 must be observed.

7.4.4 In particular, acceptance shall also be deemed to have taken place if the Contractual Partner commissions the delivered or installed system or partial service, or uses it for its intended purpose.

7.4.5 If an agreed trial run or commissioning cannot be carried out, or cannot be carried out immediately after completion, for reasons beyond our control, the plant shall be deemed to have been completed once it is objectively ready for operation.

7.4.6 Any additional costs arising from the postponement of the trial operation or commissioning – in particular those relating to travel to and from the site, the provision of staff, recommissioning or waiting times – shall be borne by the Contractual Partner.

8. DELAY

8.1 Default by the debtor

Liability for losses incurred by the Contractual Partner as a result of a failure to meet a binding delivery deadline shall only arise in the event of wilful misconduct or gross negligence. Liability is excluded in the event of a delay caused by the debtor through slight negligence.

8.2 Default of acceptance and storage

8.2.1 If dispatch, delivery, installation or acceptance is delayed for reasons for which the Contractual Partner is responsible or which fall within its sphere of control, we shall be entitled to store the goods at the Contractual Partner's expense and risk. Delivery shall be deemed to have been effected upon commencement of storage.

8.2.2 Storage may take place, at our discretion, in our own storage facilities or at a third party's premises. All costs incurred as a result, in particular storage, handling, transport and insurance costs, shall be borne by the Contractual Partner.

8.3 Force majeure and other obstacles to performance

8.3.1 Events of force majeure and other unforeseeable circumstances beyond our control, in particular operational disruptions, industrial action, official measures, shortages of energy or raw materials, transport disruptions, delivery delays from upstream suppliers or other comparable events, shall extend agreed delivery periods and deadlines by the duration of the hindrance plus a reasonable restart period.

8.3.2 If such an event lasts for more than three months, or if performance has become permanently impossible, we shall be entitled to withdraw from the contract in whole or in part with regard to the part not yet fulfilled. Claims for damages by the Contractual Partner arising from delays or non-performance resulting from such events are excluded.

9. WARRANTY, COMPENSATION, PRODUCT LIABILITY

9.1 Obligation to inspect and give notice of defects

9.1.1 The Contractual Partner must inspect the delivered goods or the produced work immediately upon handover, delivery or acceptance to ensure that they are complete, correct and free from defects. Obvious defects, shortfalls or incorrect deliveries must be reported in writing within three working days of delivery or acceptance at the latest. Hidden defects must be reported in writing immediately upon their discovery. Samples and selection consignments sent in connection with orders shall be deemed to have been approved and free from defects unless they are returned within 14 days.

9.1.2 If no notice of defect is given in due time and in the proper manner, the delivery or service shall be deemed to have been accepted, and all claims arising from the warranty, claims for damages due to the defect, and the right to rescind the contract on the grounds of the defect shall be excluded, to the extent permitted by law.

9.1.3 The raising of complaints does not entitle the Contractual Partner either to withhold payment or to refuse to accept the goods. In the event of a complaint, the Contractual Partner is obliged to accept the goods initially and to unload, store and protect them from further damage in an appropriate manner.

9.2 Advice and product use

9.2.1 All technical information, recommendations or advice provided by us is given to the best of our knowledge, but is not binding.

9.2.2 The Contractual Partner is obliged to verify, on its own responsibility, that the products supplied are suitable for their

intended purpose. Liability for consultancy services is excluded to the extent permitted by law.

9.2.3 The Contractual Partner must comply with the instructions and guidance contained in brochures, technical documentation, assembly instructions, operating instructions or any other product information. We accept no liability for damage resulting from use that deviates from these instructions or from use outside the intended scope of application.

9.3 Warranty

9.3.1 The warranty period is one year from the date of delivery or acceptance. Rectification measures or attempts at rectification shall neither extend nor suspend the warranty period, nor shall they cause it to recommence. This also applies to partial and subsequent deliveries.

The Contractual Partner must always prove that the alleged defect was already present at the time of handover or acceptance.

9.3.2 Any warranty obligation shall cover exclusively the repair or replacement of defective parts. Labour costs, dismantling and reassembly costs, call-out charges, transport costs and other incidental costs are not covered by the warranty, unless otherwise required by mandatory statutory provisions.

9.3.3 In the event of a warranty claim, we are entitled – to the extent permitted by law – to choose between rectification, replacement, a price reduction or termination of the contract.

9.3.4 The warranty shall lapse if any alterations, repairs, modifications or other interventions are carried out by the Contractual Partner or third parties without our prior written consent.

9.3.5 In the case of plant, equipment and spare parts, warranty claims shall be based solely on defects that significantly impair functionality. Purely cosmetic, minor or technically unavoidable deviations do not constitute a defect.

In the case of subsequent deliveries, no guarantee is given that they will correspond exactly with previous deliveries, insofar as deviations are possible for technical or production-related reasons and this does not impair their fitness for purpose.

9.3.6 Where the products supplied originate from third-party manufacturers, we shall only provide a warranty to the extent of the claims to which we are entitled against the respective supplier, insofar as this is legally permissible.

9.3.7 We guarantee only that the products supplied possess the characteristics normally expected of such products. Characteristics implied by public statements, advertising claims, product descriptions or other information shall only be deemed to have been guaranteed if this has been expressly agreed in writing as part of the contract.

9.3.8 The assignment of warranty claims is not permitted.

9.4 Liability

9.4.1 To the extent permitted by law, we shall only be liable for damages in cases of wilful misconduct or gross negligence.

9.4.2 Liability for slight negligence, loss of profit, indirect damages, consequential damages, financial losses, loss of production, business interruption, financing costs, data loss and damages arising from third-party claims is excluded.

9.4.3 The limitations of liability do not apply to personal injury or to cases where liability is mandatory under the law.

9.4.4 Liability is limited to the net contract value of the relevant contract from which the loss arises.

9.5 Execution in accordance with the Contractual Partner's specifications and liability for documents provided

9.5.1 Where manufacture or execution is carried out on the basis of documents, information or specifications provided by the Contractual Partner, in particular on the basis of design specifications, drawings, models, plans or other technical documentation, the Contractual Partner shall be responsible for their accuracy, completeness and technical suitability.

9.5.2 Our obligation is limited exclusively to carrying out the work in accordance with the specifications provided by the Contractual Partner. We do not verify the technical accuracy, completeness or feasibility of the documents provided by the Contractual Partner. To the extent permitted by law, any duty on our part to check or warn is excluded.

9.5.3 We are under no obligation to check the documents provided by the Contractual Partner for any potential infringement of third-party intellectual property rights. The Contractual Partner shall fully indemnify and hold us harmless against any and all claims by third parties arising from an infringement of intellectual property rights resulting from the use of these documents.

9.5.4 We accept no liability for damage, defects, delays or consequential damage attributable to incorrect, incomplete or unsuitable supplies provided by the Contractual Partner. The Contractual Partner shall indemnify and hold us harmless in this regard.

9.6 Product liability

9.6.1 Claims for recourse by the Contractual Partner pursuant to Section 12 of the Product Liability Act are excluded to the extent permitted by law.

9.6.2 If the Contractual Partner places the goods supplied by us on the market outside the European Economic Area, it undertakes to agree with its customers on an exclusion or a corresponding limitation of product liability claims, as permitted under the applicable law.

9.6.3 If the Contractual Partner fails to enter into such an agreement, or if, as a result of a resale carried out by the Contractual Partner outside the European Economic Area, a claim is made against the Contractual Partner under product liability, the Contractual Partner shall fully indemnify and hold us harmless in respect of all resulting claims by third parties.

10. RETENTION OF TITLE

10.1 All goods supplied by us shall remain our unrestricted property until full payment has been made of all claims to which we are entitled against the Contractual Partner, in particular the purchase price or contract price, including all interest, costs and ancillary charges.

10.2 The Contractual Partner must store the goods subject to retention of title with due care and insure them adequately, at its own expense, against loss, damage and destruction.

10.3 For as long as the retention of title remains in force, the Contractual Partner is only entitled to sell the goods in the ordinary course of business. The Contractual Partner hereby assigns to us all claims arising from the resale of the goods subject to retention of title, including all ancillary rights, up to the amount of our outstanding claims at any given time, together with interest and costs.

The Contractual Partner must record the assignment of the claim in its accounts accordingly. The Contractual Partner undertakes to disclose its customers to us, to grant us access to its accounts and to provide any other necessary information. We are entitled at any time to disclose the assignment of the claim to the customer.

The Contractual Partner is entitled, on a revocable basis, to collect the claims assigned to us in its own name. This authorisation to collect shall lapse, in particular, if the Contractual Partner defaults on its payment obligations, suspends payments, applies for or is subject to insolvency proceedings, or if any other circumstances arise which suggest that our claims are at risk.

10.4 Without our prior written consent, the Contractual Partner is not entitled to pledge the goods subject to retention of

title, to assign them by way of security or otherwise to encumber them with third-party rights. The Contractual Partner must notify us immediately in writing of any third-party access to the goods subject to retention of title or to the claims assigned to us – in particular, attachments, seizures or other encroachments – and must provide us with all information and documents necessary to safeguard our rights.

10.5 The assertion of retention of title or the repossession of the goods subject to retention of title shall not constitute a withdrawal from the contract, unless we expressly declare our withdrawal from the contract in writing. The Contractual Partner's obligations, in particular to pay the agreed consideration and to compensate us for any damages and costs incurred, shall remain unaffected by the assertion of retention of title.

Upon repossession of the goods subject to retention of title, we shall be entitled to realise their value to the best of our ability. The net proceeds realised shall be set off against the Contractual Partner's outstanding debts. All costs associated with the repossession, storage, realisation and sale of the goods, as well as reasonable administrative and realisation expenses, shall be borne by the Contractual Partner and deducted from the proceeds of realisation.

10.6 The retention of title also extends to any products resulting from the processing, treatment, combination or mixing of our goods. If our goods are processed, combined or mixed with other items, we shall acquire co-ownership of the new item in proportion to the invoice value of our goods relative to the value of the other materials used at the time of processing, combination or mixing.

11. USE FOR REFERENCE AND PROMOTIONAL PURPOSES

11.1 The Contractual Partner agrees that we may depict and present the products, systems or parts manufactured for them for reference and promotional purposes, in particular in the form of reference projects, presentation materials, printed matter or digital media.

11.2 The choice of format, the design of the presentation and the selection of the presentation medium are at our sole discretion. Legitimate confidentiality interests of the Contractual Partner will be taken into account appropriately.

12. DATA PROTECTION AND CHANGES TO CONTACT DETAILS

12.1 Processing of personal data

12.1.1 We process the personal data of the Contractual Partner and its contact persons exclusively in accordance with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR) and the Data Protection Act (DSG).

12.1.2 Data is processed, in particular, for the purposes of initiating, executing and fulfilling contracts; providing Contractual Partner support; handling warranty and liability claims; complying with legal obligations; and safeguarding legitimate interests in connection with the business relationship.

12.1.3 To the extent necessary for the performance of the contract, personal data may be disclosed to third parties commissioned by us, in particular subcontractors, suppliers, transport service providers, IT service providers, tax advisers, legal representatives or other agents.

12.1.4 Further information on the nature, scope, purposes and legal basis of data processing, as well as the rights of data subjects, can be found in our current privacy policy.

12.2 Changes to address and contact details

12.2.1 The Contractual Partner is obliged to notify us in writing without delay of any changes to its business address, billing address, email address or any other contact details relevant to the contract, for as long as the business relationship has not been fully concluded.

12.2.2 If the Contractual Partner fails to notify us of any change to its contact details, declarations, notifications and service of documents shall be deemed to have been validly received if they are sent to the last known postal address or email address.

12.2.3 The Contractual Partner bears the burden of proof regarding the receipt of a notification concerning a change to its contact details.

13. OTHER PROVISIONS

13.1 The place of performance for all contractual obligations of the Contractual Partners shall be the registered office of INFRANORM® Technologie GmbH, Bauernstraße 11, 4600 Wels. This shall apply irrespective of the place of delivery, the place of payment or whether the Contractual Partner bears any transport costs.

13.2 All contractual relationships are governed exclusively by Austrian substantive law, with the exception of the conflict-of-laws rules under private international law. The UN Convention on Contracts for the International Sale of Goods is expressly excluded.

13.3 The court with subject-matter jurisdiction in 4600 Wels shall have jurisdiction over all legal disputes arising out of or in connection with contractual relationships. We reserve the right to bring proceedings before the optional courts of jurisdiction specified in Sections 86a et seq. of the JN.

13.4 Should any provision of these GTC or of the underlying contract be or become invalid or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a provision permitted by law which most closely approximates the economic purpose of the invalid or unenforceable provision. The same shall apply to any omissions in the contract.