

Terms and conditions of sale and delivery for Austria and abroad valid for Pöttinger Entsorgungstechnik GmbH, A-4715 Taufkirchen a. d. Trattnach

I. General

- The sales and deliveries of Pöttinger Entsorgungstechnik GmbH, A-4715 Taufkirchen a. d. Trattnach, hereinafter referred to as „Pöttinger“, take place exclusively on the basis of the following conditions, even if they are not specifically mentioned during verbal or telephone negotiations. Deviations from these conditions require our express written confirmation to be valid.
- Any purchasing conditions of the buyer/client (hereinafter referred to as the „business partner“) are hereby expressly contradicted, and we are not obliged to adhere to them even if we do not contradict them again when the contract is concluded. Our general terms and conditions of sale and delivery are deemed to have been accepted no later than the point in time when our goods are received.
- The consignment conditions that are separately enclosed with the order confirmation (the consignment contract) apply to consignment deliveries.

II. Conclusion of contract

- The order is only considered to have been finally accepted and irrevocable when the business partner receives the written order confirmation or the invoice for the delivery. Changes and additions to the contract are not valid unless they have been confirmed in writing by Pöttinger.
- The dimensions, weights, services, prices and so on that appear in price lists, catalogues, brochures and other publications are not binding.
- Offers from Pöttinger are always subject to change: The right is reserved to make prior sales.
- Pöttinger reserves the right to make changes to the design at any time, without being obliged to incorporate these changes into products that were manufactured before the design change. Only those characteristics of the delivery item that are expressly designated as guaranteed characteristics in the order confirmation are deemed to be assured characteristics.
- The business partner is bound to the order confirmation from Pöttinger. If there are reasonable doubts about insolvency, Pöttinger is entitled to either withhold the delivery until the full purchase price has been paid or to withdraw from the contract.
- If the order confirmation from Pöttinger differs from the written or verbal, telephone or telegraphic order, the deviation is also deemed to have been approved by the business partner if Pöttinger does not receive a response to the contrary from the business partner within 10 days of sending the order confirmation.

III. Prices

- All prices are net prices and subject to change in the currency specified overleaf, and are understood to be from the Pöttinger delivery works, excluding packaging, loading and transport insurance and taxes or other fees, for which an additional charge will be levied. Transport insurance will only be taken out at the express request of the buyer and at the buyer's cost.
- The prices that are valid on the day of delivery shall be used for final settlement. The buyer is responsible for any currency risk.

IV. Shipping and transfer of risk

- All goods are sold „ex works“.
- Delivery is regarded as fulfilled when the delivery item has been handed over to the carrier or forwarder. All deliveries are made at the risk of the business partner, including deliveries that are made free of charge.

V. Delivery

- All information about delivery times and delivery deadlines is non-binding. The delivery deadline starts on the date of order confirmation; however, this only applies if Pöttinger has received all documents and information to be provided by the business partner.
- Pöttinger is entitled to make partial or pre-deliveries, and is also entitled to make changes to the design prior to the delivery deadline.
- Events of force majeure, which also include lack of raw materials and industrial disputes, entitle Pöttinger to postpone manufacturing and delivery for the duration of the hindrance plus a reasonable ramp-up time or withdraw from the contract because of the part of the order which has not yet been fulfilled, without the business partner having any right to compensation of any kind.
- If the business partner withdraws from the legally binding purchase contract for whatever reason, Pöttinger is entitled to demand a cancellation fee of 10% of the gross sales price for series production items; in the case of custom-made products, the company is entitled to the reimbursement of incurred production costs, in which case parts that have already been manufactured shall be made available to the buyer.
- If Pöttinger is responsible for a delay in delivery, the business partner can either request fulfilment or give notification of withdrawal from the contract after giving an appropriate period of grace of at least four weeks. In all cases, the notification of withdrawal must be sent by registered letter; in this case, the business partner is entitled to the repayment of its advance payments, but is not entitled to claims for interest or compensation claims of any kind due to the delay in delivery.

VI. Payment

- All payments must be made to Pöttinger exclusively in accordance with the agreed payment terms. If no payment agreement has been made, the purchase price and other claims from Pöttinger shall be due for payment immediately after the invoice has been issued.
- The business partner is not entitled to withhold payments due to warranty claims or other counterclaims which are not recognised by Pöttinger.
- If the business partner is in arrears with the agreed payments, Pöttinger has the choice of:
 - postponing the fulfilment of its own contractual obligations,
 - extending the delivery period,
 - demanding immediate payment of the outstanding purchase price and
 - charging default interest from the due date of 6% above the respective bank interest rate or withdraw from the contract after setting an appropriate period of grace of at least two weeks.
- In the event of delayed payment, all reminder and collection expenses must be paid by the business partner.

VII. Retention of title

- Pöttinger shall retain ownership of all goods that it has delivered until all of its claims from the business relationship with the business partner have been settled, regardless of the legal basis and time of origin thereof; this particularly also applies until any current account balance has been settled or upon receipt of bills of exchange or cheques until they are finally cashed without recourse.
- The business partner may process and / or resell the materials supplied by Pöttinger within the scope of normal business operations. The reserved goods shall be processed for Pöttinger for as long as the retention of title exists. If the goods subject to retention of title are combined or mixed with other items, Pöttinger shall be entitled to co-ownership of the new item in the ratio of the value of the goods to the value of the other item at the time of connection or mixing. The new item that is created by means of processing, combining or mixing is regarded as reserved goods in accordance with these conditions. If the purchased object is going to be associated with a plot of land, the business partner is obliged to record the property reserved for Pöttinger in the land register. In the event of resale, the business partner hereby transfers any claims arising from the resale of the subject of the delivery to a third party to Pöttinger. The business partner is only entitled to dispose of the goods subject to retention of title in the event of resale by deferring the purchase price on the condition that he simultaneously notifies

the second buyer of the assignment of security and notes the assignment in his business books and open item lists. In any case, this book note must list the seller as the assignee and the purchase contract with the date as the legal basis.

- The business partner may neither pledge the goods which are subject to retention of title nor assign them as a precautionary measure and must notify us immediately of any seizures that have taken place at the instigation of third parties.
- In the event of a persistent breach of contract despite a reminder or if the business partner becomes insolvent, Pöttinger is entitled to request the surrender of the delivery item that is the property of Pöttinger and collect it without the contract of sale being cancelled because of this.
- If requested to do so by the business partner, Pöttinger is obliged to release securities that have been granted by the latter, provided that they are no longer required to secure its claims, particularly if they exceed the value of claims that have not yet been repaid by more than 20%.

VIII. Warranty, compensation

- The delivery must be checked immediately upon handover to the business partner, its delivery person or carrier with the care required in accordance with sections 377, 378 of the HGB and note down identifiable defects on the receipt, delivery note or consignment note with all other claims excluded. If an immediate inspection is not possible during acceptance, this fact must be noted on the receipt, delivery note or consignment note, with all other claims excluded, and any defects identified during subsequent inspection must be reported in detail within three days of delivery.
- If the business partner proves that the delivery was defective, the business partner is only entitled to free improvement or delivery of spare parts within an appropriate period. No other claim exists, particularly to reduction of the payment, regardless of the legal basis, unless this has been agreed separately in writing.
- The business partner is obliged to follow all of the usage instructions provided and consult us in case of doubt. Pöttinger is in no way liable for defects or damage that are attributable to failure to follow the instructions or consult Pöttinger.
- The business partner waives the right to compensation claims, unless it can be proven that we have been grossly or wilfully negligent.
- In any case, the amount of compensation is limited to the amount for which we can obtain insurance cover.
- The right to a warranty on Pöttinger products must be enforced in court within six months; in the event of default, all claims are excluded. This period shall be automatically extended by an additional six months, provided that the handover report and handover confirmation regarding the operating instructions have been fully completed and signed within one month of the handover to Pöttinger.
- In principle, in the event of changes, additions or modifications to the products supplied by us, neither warranty nor liability are accepted for usability, durability or any resulting damage. The only exceptions to this are repair and modification work carried out in an authorised workshop using the assembly instructions provided by Pöttinger and the use of original Pöttinger parts (original spare parts). However, the respective owner must have the professional and appropriate modification or repair that has been carried out in this way confirmed by the authorised workshop and present it when asserting compensation claims. Warranty and compensation claims are basically excluded if goods that are not in their original condition, partially incomplete or has already been used are used as the basis for the legal transaction, unless otherwise stated in the order confirmation.
- The buyer's right of recourse in the sense of section 933 b of the ABGB is excluded.

IX. Product liability

The business partner is obliged to strictly observe the operating instructions and safety conditions that have been provided. The business partner is aware that our liability under the Product Liability Act no longer applies in the event of failure to observe or contravention of the operating instructions and safety instructions. If the business partner as an entrepreneur suffers losses when using the goods that we have supplied, associated claims that are made against us in accordance with the product liability provisions are ruled out, provided that this is legally permissible. The business partner is obliged not to sell, surrender or otherwise pass on goods that were produced exclusively for commercial use to consumers or persons who are not entrepreneurs, for whatever legal reason. Protective actions from this contract in favour of third parties are ruled out. In the event of resale, the business partner shall be obliged to conclude an agreement with each additional assignee of the goods specifying exactly the same conditions and exclusions of liability, and in the event of a breach of this obligation it shall undertake to compensate Pöttinger in full for any disadvantages resulting from and in connection therewith.

X. Choice of law

- The provisions of Austrian law shall exclusively apply to the contractual relationships of Pöttinger Entsorgungstechnik GmbH, A-4715 Taufkirchen a. d. Trattnach. This also applies to export transactions, regardless of the regulations of the country, the buyer or the commissioning agent.
- If, contrary to the choice of jurisdiction agreed below, a legal dispute between the contracting parties is pending in the country of the buyer and individual provisions of this contract cannot be applied due to public policy, the validity of the remaining provisions of this contract shall remain unchanged.
- The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

XI. Place of jurisdiction

- Unless the contractual partners have concluded a legally binding arbitration agreement, the exclusive place of jurisdiction for both parties for contracts with Pöttinger Entsorgungstechnik GmbH, A-4715 Taufkirchen a. d. Trattnach, is the competent court in Wels / Upper Austria.

XII. Consumer protection

- These contractual conditions apply without restriction to entrepreneurs in accordance with the individual consumer protection laws.
- If, in individual cases, these terms of sale and delivery are concluded as a legal transaction with a consumer in the sense of the various consumer protection laws (ABGB, KSchG, BGB, AGBG, VerbrKrG, HaustWG), the above terms of sale and delivery shall only apply if they are permissible within these laws.

XIII. Data processing

The automation-supporting processing of the data that arises during the course of our business operations is carried out in accordance with the provisions of the Data Protection Act 1978, Federal Law No. 565 of 18/10/1978 (or the Federal Data Protection Act 1977, BGBl. I 201 from 27/1/1977), with due regard for the interests of those affected that are worth protecting. Appropriate data protection measures have been taken to protect personal data.