

**Orders** must be placed exclusively in writing and accompanied by a controlled drawing. The purchaser must ensure that the ordered items do not infringe any copyright or protective rights of any kind and shall indemnify and hold us harmless in case of any such infringement. All orders become effective and binding only after receipt of a written order from the customer and our written confirmation (order confirmation). For orders, we kindly ask for exact specifications to ensure faster processing without inquiries.

**Prices and Price Adjustments:** Our prices are quoted in euros and apply, unless otherwise agreed, ex-works, plus packaging, freight, transport, and shipping costs, as well as customs duties and any applicable statutory VAT. All offer prices are calculated as of the date of the offer. If changes occur due to a later execution of the order or due to circumstances that were unforeseeable at the time of contract conclusion and not attributable to us, we are entitled to recalculate the contract prices at the time of execution. This particularly applies to significant price increases (material costs, wages, labor cost increases, changes in relevant exchange rates, changes in national or global market prices, etc.). The adjustment is made in proportion to the actual cost changes between the contract conclusion and the actual execution, provided that we are not in default.

**Delivery and Performance Deadlines:** The delivery period begins on the day our written order confirmation is transmitted. Delivery and completion dates are binding only if their compliance has been explicitly confirmed in writing. Unforeseen, exceptional, or uncontrollable events (natural disasters, strikes, material supply failures, epidemics, government measures, delivery delays, operational disruptions, labor shortages, other force majeure events, etc.) entitle us to extend the performance period by at least two months from the removal of the hindrance or to fully or partially cancel the contract. The purchaser shall have no claims for damages in such cases. If the execution of the service or its commencement is delayed or interrupted due to circumstances attributable to the purchaser, all deadlines and dates shall be extended or postponed accordingly. Delivery capability is reserved in all cases.

**Shipping and Partial Deliveries:** For both international and domestic deliveries, the INCOTERM specified in the order confirmation applies. The purchaser approves any customary shipping method. Partial deliveries are permissible and may be invoiced separately.

For framework delivery agreements/framework orders, the contractual call-off plan applies. If the agreed deliveries are not called off within the periods stipulated in the call-off plan, the purchaser shall bear the legal consequences of default in acceptance as per section 8. Any extension of the call-off plan deadlines can only be mutually agreed upon in writing.

**Default in Acceptance:** If the purchaser is in default of acceptance, we are entitled to demand full payment and/or store the goods at the purchaser's expense and risk either on our premises (for a storage fee of 0.5% of the gross invoice amount per calendar day commenced) or at an authorized storage facility. At the same time, we are entitled either to insist on contract fulfillment or, after setting a reasonable grace period, to withdraw from the contract and scrap the goods at full cost reimbursement.

**Invoices, Payment, and Payment Default:** Our invoices are payable within the payment period stated in the order confirmation. Cash discounts require a written agreement. In case of default (including partial invoices), we are entitled to charge default interest as per § 456 UGB (9.2 percentage points above the base interest rate). Additionally, the purchaser must reimburse us for all necessary collection and legal enforcement costs. We reserve the right to refuse acceptance of payments in the form of bills of exchange. In the event of payment default or the emergence of circumstances indicating the purchaser's financial instability (e.g., initiation of insolvency proceedings, rejection of insolvency proceedings due to insufficient assets, approval of enforcement proceedings due to outstanding payment obligations), we are entitled to immediately demand all outstanding claims while ceasing further deliveries or requesting advance payments. The purchaser waives the right of set-off. Complaints do not entitle the purchaser to withhold invoice payments.

For custom-made products – e.g., deliveries according to special design requests of the purchaser or products intended exclusively for the purchaser – we reserve the right to over- or under-deliver up to 10%.

The execution of the ordered goods corresponds to industry standards for mass-produced items. If inquiries and orders or attached drawings do not specify surface quality, dimensional accuracy, etc., the provisions of DIN ISO 2768, execution m (medium), shall apply. The delivery complies with the valid DIN standards for turning and milling parts manufacturing. Otherwise, special accuracy requirements must be specified and agreed upon in the order.

**Warranty:** The purchaser must inspect each delivery immediately upon receipt, at the latest before installation or further processing, for visible defects and must notify us in writing within five days in a detailed manner. Completeness must be checked upon delivery, and any shortages must be reported immediately in writing. Hidden defects must be reported immediately after discovery, provided that the complaint is within the warranty period. We may fulfill warranty claims at our discretion by repair, replacement, or price reduction (credit note). The purchaser waives the right to contract rescission. Repairs take place either at the delivery location or in our factory, at our discretion. Complaints do not entitle the purchaser to withhold payments or change payment terms. Recourse claims under § 933b ABGB against us are excluded. The warranty period is one year from delivery/completion. The validity of § 924 sentence 2 ABGB is excluded. Replacement deliveries, repairs, or attempts to remedy defects do not extend, suspend, or interrupt the warranty period. The purchaser must grant us at least two attempts to remedy defects. If the purchaser's complaints are unjustified, the incurred costs for confirming defect-free condition shall be reimbursed by the purchaser.

**Liability and Compensation:** Claims for damages against us for material and financial losses are excluded unless caused by gross negligence or intent. Damage claims are limited to the value of the delivered goods (or parts thereof). We are not liable for purely financial damages. This applies to all pre-contractual protective obligations, such as warning and disclosure duties. The purchaser must prove gross negligence or intent. We assume no liability for services provided by third parties or the customer. For contract manufacturing/contract processing, we are only liable up to the amount of the quoted processing price, but not for material or other costs.

**Retention of Title:** The delivered goods remain our property until full payment is received. Bills of exchange and checks count as cash payments only after they have been honored. If we enforce retention of title, the purchaser authorizes us to reclaim possession of the goods without judicial assistance and grants us unrestricted access to the goods. The purchaser may sell the goods in the ordinary course of business only if they are not in default. They must impose retention of title on their buyer and assign claims against third parties to us as payment. The purchaser must maintain the goods in proper condition and inform us immediately of any enforcement actions.

**Transferability of the Contract:** Contractual rights may only be transferred with mutual consent.

The purchaser does not acquire any rights to tools by compensating their costs. Unless otherwise agreed, tools remain our property.

If individual contract provisions are invalid, the remaining provisions remain effective. The invalid provision shall be replaced by one that comes closest to its economic intent.

**Applicable Law, Fulfillment, and Jurisdiction:** Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods. Place of fulfillment is A-4943 Geinberg. The competent court for all disputes is in A-4910 Ried im Innkreis.