



Aichelin ST Vacuum GmbH
Fabriksgasse 3
2340 Mödling
Österreich
+43 2236 236 46 0
info-vacuum@aichelin.com
www.aichelin.com

GTC | General Terms and Conditions of AICHELIN ST Vacuum GmbH, A-2340 Mödling

STATUS: MARCH 2025

Hierarchy of documents

The following documents form the basis for our offer in ascending order:

- 1) AICHELIN offer including the following conditions
- 2) Other contract-relevant documents

I. GENERAL

1. The following terms and conditions form the basis of all business transactions between AICHELIN ST Vacuum GmbH. ("Seller") and its customers ("Buyer"). They shall be handed over to the Buyer upon or after submission of the offer or can also be viewed by the Buyer at <https://www.AICHELIN.at/AGB>. They shall apply irrespective of other conditions and ancillary agreements, with the exception of written contractual agreements between Buyer and Seller.
2. Deviating terms and conditions of the Buyer shall not become part of the contract either by acceptance of the order or in the absence of an objection by the Seller.

II. NATURE AND SUBJECT MATTER OF THE CONTRACT

1. The scope of delivery comprises exclusively the items and services specified in the delivery contract (or in the offer on which the delivery contract is based). Unless agreed in writing, foundations, cable ducts, all pipework for the supply and disposal of all media, connection lines outside the ovens, power supply, unspecified equipment and plant components, laying of pipes and of duct and manhole covers, charging baskets and racks are excluded. Additional agreements and changes require written confirmation by the seller.

2. The Seller's written order confirmation shall be decisive for the scope of the delivery and service. If there is no order confirmation, the offer shall apply - in the case of an offer by the Seller with a time limit and acceptance by the Buyer within the time limit.

III. OFFER, DOCUMENTS

1. The Seller's offers are subject to change. The submission of quotations and quotation drawings is always free of charge. Any additional drawings and calculations made at the request of the enquirer shall be invoiced to the customer if no legally effective supply contract is concluded and remains valid.
2. Technical data and plans: Weights, dimensions, consumption values, performance data and all other data stated in the Seller's documents are generally approximate values and therefore non-binding. It is the sole responsibility of the Seller, and the Buyer hereby agrees, to make changes and modifications to the delivered item if, in its opinion, these may improve the system or its operation.
3. the seller reserves the right samples, cost estimates, quotation and project documents and project documents, drawings and other information of a physical and non-physical nature - also in electronic form. - property rights and copyrights. The Buyer expressly undertakes to use the information provided to him by the Seller only for the intended use of the delivery item and in strict compliance with the interests of the Seller. None of the documents may be reproduced or made accessible to third parties without the Seller's consent.
4. Drawings and other documents belonging to offers must be returned immediately if the order is not placed with the seller.

IV. PRICE AND PAYMENT

1. Unless otherwise agreed, prices are FCA in accordance with INCOTERMS 2020, uninsured, including loading and packaging. However, ARA costs, other charges, fees and VAT are excluded. The prices stated in the Seller's offer, in the Buyer's order and in the Seller's order confirmation do not include any services and obligations that are not expressly mentioned.
2. the seller reserves the right to adjust the price if the order deviates from the total offer.
3. Unless otherwise agreed, payment shall be made by confirmed bank transfer, without any deduction, immediately after receipt of the invoice, free Seller's paying agent, namely: 30 % of the total order value as a down payment after receipt of the order confirmation and invoicing, 60

% of the total order value after notification of readiness for dispatch of the items specified in the delivery contract and invoicing and 10 % of the total order value after acceptance.

4. If the payment deadlines are exceeded, the seller shall be entitled to charge default interest of 9.2 (nine point two) percentage points above the 3-month EURIBOR p.a. plus bank charges, VAT, reminder fees and any legal fees from the first day of default.
5. Bills of exchange shall only ever be accepted on account of payment. All associated interest and charges shall be borne by the buyer. Bills of exchange shall only be accepted by special agreement and subject to the possibility of discounting.
6. The Buyer shall not be entitled to withhold payments or to offset them against claims of any kind against the Seller.
7. If the Buyer does not properly fulfil his payment obligations, the Seller shall be entitled to postpone the fulfilment of the contractual delivery and installation obligations entered into towards the Buyer until the Buyer has remedied the default. The Seller shall be entitled to withdraw from any payment agreement and to demand immediate payment of the outstanding amounts if the financial situation of the contractual partner deteriorates significantly, in particular in the event of default of 1/3 or more of the price, in the event of an unfavourable change in the legal circumstances, in the event of suspension of payments, in the event of unsuccessful enforcement and in the event of the opening of composition or bankruptcy proceedings or rejection of such proceedings for lack of cost coverage. In all these cases, the Seller shall be entitled to withdraw from the concluded contracts as a whole or with regard to the scope of delivery not yet delivered or, at his discretion, to demand advance payment or the provision of security for the outstanding deliveries. The Buyer shall pay damages, but in particular reimburse all expenses.
8. The Buyer shall be in default if it fails to pay an invoice from the Seller in full immediately upon receipt. Irrespective of this, the buyer shall be in default if he does not pay by a date specified in the order. The statutory regulations, according to which the buyer is automatically in default after receipt of an invoice and after expiry of the statutory period, remain unaffected.
9. If the Buyer remains in arrears with the acceptance of the subject matter of the contract or the fulfilment of his payment obligation for longer than six weeks after notification of provision, the Seller shall be entitled to withdraw from the contract after setting a grace period of 14 days and to demand compensation for non-performance.
10. If the seller claims damages for non-fulfilment, he shall be entitled to compensation amounting to 15% of the sales price. The assertion of higher damages by the seller is not excluded by this.

11. If the seller does not make use of the aforementioned rights, he shall be authorised - without prejudice to his other rights - to freely dispose of the subject matter of the contract.

V. DELIVERY PERIOD, FORCE MAJEURE

1. Unless otherwise contractually agreed, delivery periods shall commence with the countersignature of the order confirmation by the Buyer.
2. The delivery deadline shall be deemed to have been met if the delivery item has left the factory or readiness for dispatch has been notified by the time it expires.
3. Compliance with the delivery period presupposes the fulfilment of the Buyer's contractual obligations.
4. If the delivery item provided cannot be delivered to the Buyer for reasons for which the Seller is not responsible, the delivery shall be deemed to have been legally executed upon notification of readiness for dispatch. The agreed payments shall then become due; the costs of storage, guarding and insurance shall in this case be borne by the Buyer.
5. The delivery period as well as the periods for any agreed assembly and commissioning of the delivery item shall be extended appropriately if the Buyer does not fulfil his contractual obligations on time, in particular: 1. if payments are not made in accordance with the contract; 2. if the buyer does not provide the information required for the execution of the order in good time or does not release the drawings and plans submitted to him for approval in good time; 3. if parts to be provided by the buyer are not available at the time announced by the seller in writing; 4. if the buyer does not provide the contractually agreed support and services; 5. if official authorisations and any permits or concessions required for the operation of plants are not obtained in good time. licences or concessions required for or licences of third parties are not obtained or procured in good time.
6. In the event of force majeure, the delivery period and the Seller's other contractual obligations shall be postponed by the duration of the force majeure and the Buyer's right of cancellation shall be excluded for this period. Force majeure shall be deemed to be any event whose cause lies outside the Seller's operations and over which the Seller has no influence, as well as internal natural disasters (including strikes, etc.). In particular, natural disasters, epidemics, pandemics, war, armed conflicts, civil war, revolution, terrorism, sabotage, nuclear/reactor accidents, operational disruptions, delays in delivery by subcontractors, insufficient material or energy supply, lack of means of transport, disruptions due to a pandemic (e.g. Covid19 pandemic (e.g. travel restrictions, border closures, transport restrictions or delays, plant closures, etc.) and all events caused by the pandemic (e.g. travel restrictions, border closures, transport restrictions or

delays, plant closures, etc.) as well as all events that make the continuation of production impossible or only possible at significantly higher costs. The Buyer shall be notified as soon as possible of the beginning and end of any event of force majeure.

7. If the Buyer suffers damage due to a delay caused by the Seller's fault, the Buyer may, to the exclusion of further claims to the exclusion of further claims demand compensation for delay. Such compensation shall amount to 0.5 % for each full week of delay, but in total not more than 5 % of the value of that part of the total delivery which cannot be used on time as a result of the delay. Subject to the provisions in Section XI. of these Terms and Conditions, further claims arising from delay in delivery shall be determined exclusively in accordance with Section X.. This covers all claims arising from delay.

VI. TRANSFER OF RISK

1. The transfer of risk to the buyer (transfer of the risk of damage and accidental loss of the goods) shall take place in accordance with the agreed trade terms in accordance with the INCOTERMS 2020 applicable at the time of conclusion of the contract. Unless otherwise agreed, delivery shall take place FCA: The transfer of risk shall take place when the goods have been loaded onto the means of transport and handed over to the carrier.
2. at the buyer's request, the consignment will be insured at the buyer's expense.
3. Notwithstanding the rights under Section VII, the Buyer may only refuse to accept delivery items if they have significant defects. Acceptance cannot be refused in the case of minor defects.
4. partial deliveries are permissible, provided they are not unreasonable for the buyer.

VII. ACCEPTANCE (TAKEOVER)

1. In the case of delivery items that are assembled and commissioned by the seller, acceptance (takeover) shall take place after the agreed, successful proof of performance by the signing of the acceptance/takeover protocol by both contracting parties. The delivery item shall then be deemed to have been accepted.
2. During the test runs to be carried out, the seller must provide an agreed proof of performance. As soon as this proof has been provided, the buyer can no longer demand further test runs.
3. If the Buyer has received a written notice of readiness for acceptance from the Seller and fails to fulfil its obligations to provide the equipment and labour required for the acceptance tests or prevents the acceptance tests from being carried out, the tests shall be deemed to have been

successfully carried out at the time or prevents the acceptance tests from being carried out, the tests shall be deemed to have been successfully carried out at the time specified in the Seller's notice as the date for the acceptance tests. The acceptance test shall also be deemed to have been successfully carried out if the Buyer does not immediately declare acceptance in writing after a joint acceptance test has been carried out, although he has been requested to do so by the Seller within a period of three working days, unless the Buyer specifies in writing within this period any defects which actually exist and on the basis of which he can justifiably refuse acceptance measured against the expressly warranted characteristics.

4. Defects that do not significantly impair the agreed service do not constitute grounds for refusal of acceptance. The defects shall be recorded in a defects report as part of the acceptance report.
5. The Buyer is not authorised to use the delivery item for production purposes before signing the acceptance/acceptance protocol. If the Buyer uses the delivery item before signing the acceptance/acceptance protocol, acceptance/acceptance shall be deemed to have been granted upon commencement of use.

VIII. RESERVATION OF TITLE

1. The Seller shall retain title to the delivery item until receipt of all claims of the Seller against the Buyer arising from the delivery contract. In the event of breach of contract by the Buyer, in particular default of payment, the Seller shall be entitled to take back the delivery item after unsuccessful reminder and subsequent declaration of cancellation, without prejudice to the assertion of further claims, and the Buyer shall be obliged to surrender the delivery item. All costs of repossession shall be borne by the buyer. In the event of seizure or other interventions by third parties, the Buyer must notify the Seller immediately in writing and provide all necessary information. The buyer may neither pledge the delivery item nor assign it as security.
2. In the event of a deterioration in the Buyer's financial circumstances, a detrimental change in legal circumstances, suspension of payments, unsuccessful enforcement, the opening of composition or bankruptcy proceedings or the dismissal of such proceedings for lack of cost coverage, the Seller shall be entitled, at its discretion, to take back the goods not yet paid for or to demand appropriate security. In this case, the buyer must pay compensation, in particular reimburse all expenses.
3. The buyer must inform the seller immediately of any measures that could affect the seller's property.
4. A resale of the goods subject to retention of title is only permitted with the written consent of the seller. If the goods subject to retention of title are sold for cash, the buyer must keep the

proceeds separately and transfer them to the seller immediately, insofar as this is necessary to cover the claim secured by the retention of title.

5. In the event that the goods subject to retention of title are sold, the Buyer hereby assigns to the Seller the claims arising from the sale, including all ancillary rights, which accrue to the Buyer from the resale against the customer or against third parties. In the event of resale, the buyer is obliged to inform his customer of the assignment of claims. The seller is authorised to collect the claims himself; however, the seller undertakes not to collect the claim as long as the buyer duly meets his payment obligations. The Seller may demand that the Buyer informs him of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment. If the delivery item is resold together with other goods that do not belong to the supplier, the buyer's claim against the customer shall be deemed assigned in the amount of the delivery price agreed between the seller and the buyer.
6. If the goods are further processed or combined by the Buyer, the resulting new goods shall also become the joint property of the Seller until the purchase price has been paid in full.
7. The Buyer is obliged to take all measures at its own expense which are necessary to protect the Seller's property; in particular, the Buyer must make the entry or priority notice of the reservation of title in public registers, books or the like in accordance with the respective national laws and fulfil all formalities in this respect. Proof of these measures must be provided to the Seller within 14 days of acceptance of the delivery item at the latest.

IX. WARRANTY

1. The Seller warrants exclusively that the delivery item corresponds to the characteristics expressly warranted in the delivery contract at the time of delivery. Only those properties of the delivery item that are expressly stated in writing in the delivery contract shall be deemed to be warranted. If an acceptance test has been agreed, the expressly warranted characteristics shall be deemed to have been fulfilled if proof of the relevant characteristics has been provided on the occasion of this acceptance test.
2. The warranty period shall be 12 months, unless special warranty periods have been expressly agreed for individual delivery items. This also applies to goods and services that are firmly attached to a building or property. The warranty period begins with the acceptance/takeover of the delivery item or, in the case of pure deliveries, at the time of the transfer of risk.
3. The Buyer's warranty claim shall be limited to the rectification of defects, namely to the improvement or replacement of defective parts including freight, dismantling and assembly by

the Seller, to the exclusion of further claims - subject to the provisions in Sections X. and XI. It does not extend to disadvantages suffered by the Buyer as a result of the elimination of defects, such as the decommissioning of a part of the system. The seller is entitled to repair the defective part or supply a new one at his discretion. In the latter case, he must take back the replaced part. The Buyer shall not be entitled to a reduction in the purchase price and shall in any case bear the burden of proof of the defect.

4. A warranty claim can only be asserted if the Buyer complies with the terms of the contract - in particular the terms of payment - and keeps the plant (furnace) log provided to him free of charge by the Seller properly and completely for the entire warranty period.
5. The seller's liability for third-party products shall be limited to the assignment of the liability claims to which he is entitled against the supplier.
6. The Seller shall not assume any warranty for repairs, modifications and conversions to used appliances. The same applies to the supply of drawings for such work.
7. Excluded from the warranty are the wearing parts specified in the delivery contract or in the offer as well as those parts that are customary in the industry or are to be described as wearing parts according to the state of the art.
8. The warranty does not apply to defects that are attributable to inadequate maintenance and care, improper operation, manipulation or use by the buyer that was not foreseeable under the contract. It also does not apply to damage that is attributable to the following causes: Improper storage after delivery, incorrect assembly or commissioning by the Buyer or third parties, failure to observe the Seller's operating instructions, natural wear and tear, excessive stress, excessive or one-sided heating, incorrect burner settings, unsuitable operating materials or replacement materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences, etc., unless they are attributable to the Seller's fault.
9. The Buyer must inspect the delivery item immediately upon receipt, but at the latest within 14 days, and, if a defect subject to warranty becomes apparent within this period, notify the Seller in writing without delay - but in any case within 3 days of discovery. All claims of the Buyer due to obligation in good time or does not notify the Seller within the aforementioned 3-day period after discovery of the defect subject to warranty, does not remedy or attempt to remedy the defect itself or does not give the Seller the time and opportunity required at its reasonable discretion to carry out the repairs and replacement deliveries that appear necessary. Only in urgent cases where operational safety is jeopardised. Only in urgent cases of danger to operational safety and to prevent disproportionately large damage, in which case the Seller must be notified immediately, or if the Seller is in default with the rectification of the defect, shall the Buyer have the right to rectify the defect itself or have it rectified by a suitable third

party of the Seller's choice in the most suitable and cheapest manner and to demand reimbursement of the necessary costs from the Seller.

10. Any improper modifications and repair work carried out by the Buyer or third parties without the the seller, the liability for the resulting consequences shall be cancelled.
11. The warranties granted to Buyer are expressly and exclusively set forth in this Article IX. There are no other warranties or guarantees, statutory or oral, express or implied, and in particular there are no implied warranties or guarantees of merchantability or fitness for a particular purpose.
12. Further claims of the customer due to defects in the delivery item, in particular a claim for compensation for damage that has not occurred to the delivery item itself, are excluded subject to the provisions in Sections X. and XI.

X. RIGHT OF THE BUYER TO WITHDRAW FROM THE CONTRACT

1. The buyer may withdraw from the contract if the entire performance becomes definitively impossible for the seller before the transfer of risk. The same applies if it becomes impossible for the seller to fulfil the contract.
2. If the impossibility occurs during the delay in acceptance or through the fault of the buyer, the buyer shall remain obliged to counter-performance.
3. If there is a delay in delivery within the meaning of Section V of the Terms and Conditions and the Buyer grants the Seller in default a reasonable grace period with the express declaration that it will refuse to accept the delivery after expiry of this period, and if the grace period is not complied with, the Buyer shall be entitled to withdraw from the contract.
4. The Buyer shall also have the right to withdraw from the contract if the Seller allows a reasonable period of grace granted to him for the repair or replacement delivery due to a material defect for which he is responsible to expire fruitlessly through his own fault. The Buyer shall also be entitled to withdraw from the contract if the Seller is unable to repair or replace the goods.
5. Subject to the provisions in Section XI., all further claims of the Buyer are excluded, in particular for cancellation in cases other than those mentioned above, for reduction in price and for compensation for damages of any kind, including damages that have not occurred to the delivery item itself.

XI. COMPENSATION AND LIMITATION OF LIABILITY

1. Damages

With the exception of personal injury, the seller's liability for damages is limited to intent and gross negligence. This also applies to damages caused by vicarious agents within the meaning of §1313a ABGB of the buyer. The burden of proof for the existence of such behaviour shall be borne by the buyer. The liability of the seller is generally limited to the typically foreseeable damage. The Seller shall only be liable for damage caused to the delivery item itself in accordance with Section IX (Warranty). Claims for damages shall become time-barred six months after knowledge of the damage and the damaging party, but in any case two years after the transfer of risk. If an order is produced on the basis of design specifications, drawings or models provided by the Buyer, the Seller's liability shall not extend to the correctness of the design, but only to the fact that the execution is carried out in accordance with the Buyer's specifications.

2. Exclusion of liability according to the type of damage

In no event shall Seller be liable for compensation for pure economic loss, indirect damages and losses and consequential damages of any kind, including damages for loss of production, loss of profits, loss of revenue or loss of business opportunities or for the inability to operate a plant at full capacity or for costs of procuring other means to carry out production or for claims of Buyer's customers or other third parties, whether or not such damages and losses were foreseeable.

3. Product liability

Any recourse claims by contractual partners or third parties against the seller arising from "product liability" within the meaning of the Product Liability Act are excluded, unless the party entitled to recourse proves that the defect was caused in the sphere of the seller and was at least due to gross negligence.

4. Limitation of liability

To the extent permitted by law, the Seller's total liability, for whatever legal reason, for all claims of any kind arising from or in connection with the delivery contract shall be limited to 50% of the agreed purchase price. The Seller's liability for all claims of any kind arising from or in connection with partial deliveries shall be limited to 50% of the agreed purchase price for the respective partial delivery.

XII. OPERATING AND MAINTENANCE INSTRUCTIONS

The purchaser is obliged to follow the operating instructions and warnings supplied with the equipment exactly and not to make any changes to the equipment supplied. The buyer receives technical descriptions and operating instructions in sufficient detail and undertakes not to change these in any way and to transfer this obligation to any further buyer.

XIII. INSTALLATION AND COMMISSIONING

The Buyer shall ensure that the facilities, equipment and qualified personnel are provided in good time and free of charge in accordance with the contractually agreed conditions in order to ensure smooth installation and commissioning of the system.

XIV. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT

1. If goods are manufactured by the Seller on the basis of design data, drawings, models or other specifications of the Buyer, the Buyer shall indemnify the Seller in the event of infringements of industrial property rights.
2. Implementation documents, such as plans, sketches and other technical documents as well as samples, catalogues, brochures, illustrations and the like shall always remain the intellectual property of the Seller and are subject to the relevant statutory provisions on reproduction, imitation, competition, etc.

XV. XV. PARTIAL INEFFECTIVENESS

A contract concluded on the basis of these terms and conditions shall remain binding in its remaining parts even if individual provisions are invalid. The invalid provision shall be replaced by a valid provision that comes as close as possible to the intended purpose. This shall not apply if adherence to the contract would represent an unreasonable hardship for one of the contracting parties.

XVI. XVI. PLACE OF FULFILMENT, JURISDICTION AND APPLICABLE LAW

1. unless otherwise contractually agreed, the place of fulfilment is the seller's delivery plant.

2. All disputes arising from the contract - including actions on documents and bills of exchange - shall be subject to the exclusive jurisdiction of the court responsible for the seller's head office, provided that the buyer is domiciled in the EU/EFTA area.
3. all disputes arising out of or in connection with contracts with Buyers domiciled outside the European Union or an EFTA State shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Vienna. The language of the arbitration proceedings shall be German.
4. these General Terms and Conditions and all contracts relating to these General Terms and Conditions shall be governed exclusively by Austrian law, excluding its conflict of law rules, but including the possible applicability of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG). These General Terms and Conditions and the other contractual provisions shall take precedence between the contracting parties.