



General Terms and Conditions - GST Grinder GmbH **(as of January 1st, 2022)**

The present General Terms and Conditions (short GTC) of GST Grinder GmbH, Industriepark 6, 2011 Sierndorf, Austria are generally drafted for legal transactions between companies. If, in exceptional cases, they are used as a basis for legal transactions with consumers, as defined in § 1, paragraph 1, item 2 of the Consumer Protection Act, Federal Law Gazette No. 49/1979, they shall only apply to the extent that they do not conflict with the provisions of the first main section of the aforementioned law. The current version of the GTC is available on the website www.gst.at

1. Introduction

- 1.1 Unless the contracting parties have expressly agreed otherwise in writing, the present General Terms and Conditions shall apply.
- 1.2 The provisions on the delivery of goods set out below shall also apply mutatis mutandis to services.
- 1.3 The GTC shall also apply to all future transactions, even if no explicit reference is made to them, in particular to cases of future supplementary and follow-up orders.
- 1.4 In addition, the assembly conditions of GST Grinder GmbH shall apply.

2. Conclusion of contract

- 2.1 Unless otherwise agreed, offers made by GST Grinder GmbH are subject to change and non-binding.
- 2.2 The contract shall be deemed to be concluded once the Seller, upon receipt of the order, has sent a written order confirmation.
- 2.3 In order to be valid, any amendments and supplements to the contract are subject to the Seller's written confirmation. The Seller shall only be bound by the Buyer's terms and conditions of purchase if they have been explicitly accepted by the Seller in writing.
- 2.4 If import-, export licenses, foreign exchange permits or similar permits are required for the execution of the contract, the party responsible for acquisition must make all reasonable efforts to obtain the necessary licenses and approvals in a timely manner.

3. Plans and documentation

- 3.1 Information given in catalogues, brochures, circulars, advertisements, illustrations and price lists etc. regarding weight, dimensions, capacity, price, performance etc. shall only be decisive if they are expressly referred to in the offer and/or the order confirmation.
- 3.2 Drawings, design drafts, cost estimates and other technical documents, which may also be part of the cost estimate, as well as samples, catalogues, brochures, pictures and alike shall always remain the intellectual property of the Seller. Any utilisation, duplication, reproduction, distribution and handover to third parties, publication and presentation may only take place with the express consent of the owner.

4. Packaging

- 4.1 Unless otherwise agreed
 - a) The prices quoted are exclusive of packaging;
 - b) Packaging shall be made in a customary manner in order to avoid damage to the goods on the way to the specified destination, under normal transport conditions, at the Buyer's expense, and shall only be taken back by agreement.

5. Transfer of risk

- 5.1 Unless otherwise agreed, the goods shall be deemed to have been sold „ex works“ (EXW) (ready for collection).
- 5.2 Besides, the INCOTERMS shall apply in the version valid on the day of conclusion of contract.

6. Terms of delivery

- 6.1 Unless otherwise agreed, the delivery period shall begin on the latest of the following dates:
 - a) Date of the order confirmation;
 - b) Date of fulfilment of all technical, commercial and financial obligations incumbent on the buyer as agreed;
 - c) Date on which the Seller receives an advance payment to be made prior to delivery of the goods and/or a payment guarantee to be issued or otherwise opened.
- 6.2 The Seller is entitled to make partial and advance deliveries.
- 6.3 Unless otherwise agreed in writing, delivery periods are non-binding for GST Grinder GmbH; they are subject to the delivery possibilities of our suppliers.
- 6.4 If a delivery is delayed on account of any circumstance on the Seller's part that constitutes a reason for exoneration according to Article 14, a reasonable extension of the delivery period shall be granted.
- 6.5 If the Seller is responsible for a delay in delivery, the Buyer may either demand the performance or declare the withdrawal from the contract granting a reasonable grace period.
- 6.6 If the period of grace provided for in Art. 6.4 has not been used through the Seller's negligence, the Buyer may withdraw from the contract with regard to all undelivered goods by means of a written notice. The same shall apply to goods already delivered but which cannot be used in an appropriate manner without the outstanding goods. In this case, the Buyer shall have the right to be refunded any payments made for the undelivered goods or for the goods that cannot be used. If the delay in delivery was caused by the gross negligence on the part of the Seller, the Buyer shall also be entitled to compensation for justified expenses which he had to incur until the termination of the contract, and which cannot be used any further. The Buyer shall return to the Seller any goods that have already been delivered and that cannot be used.
- 6.7 If the Buyer does not accept the goods delivered in accordance with the contract to the contractually agreed place or at the contractually agreed time, and if the delay is due to an act or omission of the Seller, the Seller may either demand performance or withdraw from the contract by granting a grace period. If the goods have been sorted out, the Seller may store the goods at the expense and risk of the Buyer. The Seller shall also be entitled to reimbursement of all justified expenses which he had to incur for the performance of the contract and which are not included in the payments received.
- 6.8 In the case of special and custom-made products, the Buyer shall be obliged to accept delivery even in the event of a delay in delivery. If the Buyer nevertheless refuses to accept the goods, liquidated damages in the amount of the purchase price, not subject to judicial mitigation, shall be deemed to have been agreed without the Seller having to prove the actual damage.
- 6.9 Any claims of the Buyer against the Seller based on the Seller's default other than those referred to in Art. 6 shall be excluded.



7. Acceptance Test

- 7.1 If the Buyer wishes to have an acceptance test, this must be expressly agreed with the Seller in writing at the time of the contract conclusion. Unless otherwise agreed, the acceptance test shall be made at the place of manufacture, or at a place to be indicated by the Seller and during the normal working hours of the Seller. The general practice for the acceptance tests of the industry concerned shall be applicable.
- 7.2 The Seller must notify the Buyer of the acceptance test in good time so that the Buyer can be present at the test or be represented by an authorised representative.
- 7.3 If in the course of the acceptance test the delivery item proves to be non-compliant with the contract, the Seller shall immediately remedy any defect and restore the item to its contractual condition. The Buyer may demand a repetition of the test only in cases of major defects.
- 7.4 After the acceptance test an acceptance record shall be drawn up. If the acceptance test has shown that the work has been carried out in accordance with the contract and that it is in proper working order, this has to be confirmed by both contracting parties. If the Buyer or the Buyer's authorized representative is not present during the acceptance test, in spite of having been informed thereof in due time by the Seller, only the Seller shall sign the acceptance record. In any case, the Seller shall provide the Buyer with a copy of the acceptance certificate, the accuracy of which the Buyer may no longer dispute even if he or his authorised representative was unable to sign it due to absence.
- 7.5 Unless otherwise agreed, the Seller shall bear the costs for performing the acceptance test. However, the Buyer shall bear any costs incurred by the Buyer or the Buyer's representative in connection with the acceptance test, such as travel expenses, per diems or similar expenses.

8. Prices

- 8.1 Unless otherwise agreed, all prices shall be ex works of the Seller, without loading, packaging, insurance and transport.
- 8.2 Unless otherwise agreed the prices shall be based on the costs at the time of the quotation. Should the costs have changed by the time of delivery, these changes shall be for the benefit or at the expense of the Buyer.

9. Payment

- 9.1 Payments are to be made in accordance with the agreed terms of payment. Unless specific conditions of payment have been agreed upon, one third of the price shall be due upon receipt of the order confirmation, one third at the start of production and the remainder on delivery. Irrespective of the above, the VAT included in the invoice shall in any case be paid no later than 30 days after the invoice was issued.
- 9.2 The Buyer shall not have the right to withhold payments due to warranty claims or any other counterclaims that the Seller has not accepted.
- 9.3 If the Buyer is in default with an agreed payment or other performance, the Seller may either insist on the fulfilment of the contract and
- postpone the fulfilment of its own obligations until the outstanding payments or other compensations have been settled
 - make use of a reasonable extension of the delivery period,
 - declare the entire outstanding purchase price due and payable,
 - provided that there is no reason to exonerate the Buyer within the meaning of Article 14, charge interest on arrears from the due date at a rate of 8% above the respective base rate of the European Central Bank, or declare withdrawal from the contract, granting a reasonable period of grace.
- 9.4 The Buyer shall in any case compensate the Seller for the reminder and debt collection costs incurred as further damage caused by default.
- 9.5 If, upon expiry of the grace period pursuant to 9.3, the Buyer has not made the outstanding payment or other performance, the Seller may withdraw from the contract by written notice. Upon the Seller's request, the Buyer shall return to the Seller any already delivered goods and shall compensate the Seller for any depreciation in the value of the goods that has occurred, and reimburse the Seller for all justified expenses that the Seller had to incur for the performance of the contract. With regard to goods not yet delivered, the Seller is entitled to make the finished or processed parts available to the Buyer and to demand the corresponding share of the sales price in return.
- 9.6 The means of payment shall generally be EURO. Other means of payment require an explicit written agreement.
- 9.7 In the event that the Buyer withdraws from the contract without justification, GST Grinder GmbH shall be reimbursed for all costs incurred up to the time of withdrawal, but at least 15% of the order value.
- 9.8 Should the term of payment be exceeded, any rebates granted (discounts, deductions, etc.) shall be forfeited and added to the invoice.

10. Retention of title

- 10.1 Until all financial obligations of the Buyer have been met in full, the Seller reserves the title to the object of purchase. The Seller shall be entitled to make his ownership visible on the outside of the delivery item. The Buyer shall comply with the necessary formal requirements for the retention of title. In the event of an attachment order or other enforcement, the Buyer shall be obliged to assert the Seller's right of ownership and to notify the Seller without delay.

11. Warranty

- 11.1 In accordance with the following provisions, the Seller shall undertake to remedy any defect that impairs the usability and is due to a deficiency in design, material or workmanship. The Seller shall also be responsible for any defects concerning expressly requested properties.
- 11.2 This obligation only applies to such defects that have occurred during the period of one year in single-shift operation or 6 months in multi-shift operation, from the date of the transfer of risk or, in the case of delivery with installation, from the date of completion of the installation.
- 11.3 The warranty period for spare parts shall in all cases be 6 months from the date of their delivery or installation, whereby in the event of repeated claims under this warranty, no more than the scope of performance provided at the time of the first claim shall be owed.
- 11.4 The Buyer may only invoke this article if he immediately notifies the Seller in writing of the defects that have occurred. The presumption rule of § 924 ABGB (Austrian General Civil Law Code) is excluded. So notified, the Seller shall, if the defects are to be remedied by the Seller in accordance with the provisions of this article, at the Seller's option:
- rework the defective goods on site;
 - have the defective goods or the defective parts shipped back for reworking;
 - replace the defective parts;
 - replace the defective goods;
- 11.5 If the Seller has the defective goods or parts returned to him for the purpose of repair or replacement, the Buyer shall if not otherwise stated, bear the costs and risk of transport. Unless otherwise agreed, the return of the repaired or replaced goods or parts to the Buyer shall be at the Seller's expense and risk.
- 11.6 The defective goods or parts replaced under this Article shall be at the disposal of the Seller.
- 11.7 The Seller shall only be liable for the costs of any rectification of defects carried out by the Buyer himself if the Seller has given his written consent to do so.



- 11.8 The Seller's warranty obligation shall only apply to those defects which occur in compliance with the intended operating conditions and during normal use. In particular, it does not apply to defects resulting from: poor installation by the Buyer or the Buyer's agent, poor maintenance, poor repairs or modifications carried out without the Seller's written consent by a person other than the Seller or the Seller's agent, or normal wear and tear.
- 11.9 For those parts of the goods which the Seller has obtained from a subcontractor specified by the Buyer, the Seller shall be liable only to the extent of the Seller's own warranty claims vis-à-vis the subcontractor.
If any items are manufactured by the Seller on the basis of the Buyer's design specifications, drawings or models, the Seller's liability shall not extend to the correctness of the design, but to the fact that the execution was carried out in accordance with the Buyer's specifications. In such cases, the Buyer shall indemnify and hold the Seller harmless in the event of any infringement of property rights. The Seller shall not assume warranty for the acceptance of orders, or for modifications or alterations of old or third-party products, or for the delivery of used items.
- 11.10 Warranty claims must be asserted without delay, giving as detailed a description as possible of the defects that have arisen and enclosing a copy of the invoice. If the Buyer is in arrears in whole or in part with services to be rendered by him, in particular with payments, GST Grinder GmbH may refuse to fulfil the asserted warranty claims.
- 11.11 From the beginning of the warranty period, the Seller does not assume any liability beyond that stipulated in this Article.
- 11.12 Plans, works certificates, static calculations, parts lists, material samples, etc. must be carefully checked immediately after their receipt by the Buyer. If no objection is raised within ten days of receipt of such documents, they shall be deemed to have been approved. If such documents are prepared by third parties, GST Grinder GmbH shall not be liable for their fault but only for gross negligence in selection.
- 11.13 If it turns out that there is no defect in the product or the machine of GST Grinder GmbH, the Buyer shall be obliged to reimburse all costs incurred.

12. Liability

- 12.1 It is expressly agreed that Seller shall not be liable to Buyer for damages in the event of personal injuries, or for damage to goods that are not the subject of a specific contract, as well as for other damage and loss of profit, unless the circumstances of a specific case reveal that the Seller acted with gross negligence. The reversal of the burden of proof according to § 1298 ABGB is excluded.
- 12.2 The object of purchase offers the safety that can be expected on the basis of approval regulations, operating instructions and regulations of the Seller on the handling of the object of purchase - in particular with regard to any required inspections - and other instructions given.
- 12.3 In the case of minor negligence on the part of the Seller and provided that Article 12.1 does not apply, the compensation for damages shall be limited to 5% of the order amount, but not more than 727,000 Euro.
- 12.4 The exclusion of liability also includes claims against employees, representatives and vicarious agents of GST Grinder GmbH.
- 12.5 Claims for damages arising from deficiencies in deliveries and/or services must - if the deficiency is not expressly acknowledged by the Seller - be asserted within one year after the expiry of the contractually stipulated warranty period, otherwise the claims shall expire.
- 12.6 If GST Grinder GmbH is liable for damage and the Buyer has taken out an indemnity insurance of any kind, which he can make use of in this case, the Buyer shall be obliged to make a claim. As a result, the liability is limited to the disadvantages incurred by the Buyer due to the use of this insurance (e.g.: higher insurance premium or deductible).
- 12.7 All recourse claims against GST Grinder GmbH are excluded, unless the cause of the fault can be proven to be attributable to GST Grinder GmbH and was at least caused with gross negligence.

13. Consequential damages

- 13.1 Unless otherwise provided in the present Terms and Conditions, the Seller's liability to the Buyer for downtime, loss of profit, loss of use, loss of contracts or any other consequential economic or indirect loss shall be excluded.

14. Reasons for exoneration

- 14.1 The parties shall be released from the timely performance of the contract in whole or in part if they are prevented from doing so by events of force majeure. Events of force majeure are deemed to be exclusively events that are unforeseeable and unavoidable for the parties and do not originate from their sphere. However, strike and industrial dispute shall be considered to be events of force majeure.
However, the Buyer who is hindered by an event of force majeure may only invoke the existence of force majeure if he immediately, but no later than within 5 calendar days, provides the Seller with a registered statement on the beginning and foreseeable end of the hindrance, confirmed by the respective government authority or chamber of commerce of the supplying country, on the cause, the expected effect and duration of the delay. In the event of force majeure, the parties shall make every effort to eliminate or reduce the difficulties and foreseeable damage, and shall keep the other party informed thereof. Otherwise they will be liable to pay damages to the other party.
Dates or deadlines that cannot be met due to the effects of force majeure shall be extended by no more than the duration of the effects of the force majeure or, if applicable, by a period to be determined by mutual agreement.
Should an event of force majeure last longer than four weeks, the Buyer and the Seller shall negotiate to find a solution to the technical consequences of the event. If no mutual agreement can be reached, the Seller may withdraw from the contract in whole or in part.

15. Data Protection

- 15.1 The Seller is entitled to store, transmit, revise and delete personal data of the Buyer in the ordinary course of business.
- 15.2 The parties undertake to maintain absolute secrecy vis-à-vis third parties with regard to the knowledge they have acquired as a result of their business relationship.

16. Place of jurisdiction, applicable law, place of performance

- 16.1 The place of jurisdiction for all disputes arising directly or indirectly from the contract shall be the Austrian court with local jurisdiction for the Seller's registered office. The Seller may, however, also resort to the court with jurisdiction for Buyer.
- 16.2 The parties may also agree on the jurisdiction of an arbitral tribunal.
- 16.3 The contract shall be governed by Austrian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980, Federal Law Gazette 1988/96.
- 16.4 For delivery and payment, the place of performance shall be the registered office of the Seller, even if the place of handover has been agreed to be a different location.
- 16.5 If any part or parts of the present GTC should be invalid, this shall not affect the validity of the remaining GTC. The invalid part shall be replaced by a valid provision which comes closest to achieving the economic purpose of the invalid part.
- 16.6 For information on data protection, please refer to the Privacy Policy of GST Grinder GmbH.



Assembly conditions of GST Grinder GmbH **(As of January 1st, 2022)**

1. Scope of application

This addendum to the General Terms and Conditions applies to the services performed by GST Grinder GmbH, Industriepark 6, 2011 Sierndorf, Austria (in short 'GST'), e.g. installation, repairs, training or process consulting for Buyers. The General Terms and Conditions are complemented, but not replaced, by the Assembly Conditions.

2. Supply of materials

Unless otherwise agreed in writing, the materials necessary for the performance of the work and the costs of their transport to the place of work shall be borne by the Buyer.

3. Working hours

The respective statutory weekly working hours shall be deemed to be normal working hours; the time scheduling shall be made in accordance with the client's company regulations.

4. Assembly rates (hourly rates)

a) Unless a lump-sum price has been expressly agreed, the assembly shall be invoiced according to the assembly rates and general conditions as stated in the supplement.

b) The rates quoted in the supplement are exclusive of VAT, which is payable in addition to GST at the statutory rate.

5. Sunday and public holiday remuneration

If work is done on a public holiday, the working hours and any overtime shall be charged as defined in the supplement.

For Saturdays, Sundays and public holidays on which no work is done, only the allowances for field assembly set out in the supplement shall be charged.

6. Work interruption

a) In the event of an interruption of work for which GST is not responsible and which necessitates the return or re-assignment of fitters provided by GST, the Buyer shall be invoiced for the resulting costs.

b) If the fitters are prevented from working full shifts, through no fault of their own, the normal statutory working hours shall nevertheless be charged.

c) If the Buyer insists that the installation be continued despite adverse circumstances, liability for any damage caused thereby shall pass to the Buyer.

7. Surcharges to the hourly rate

For work under aggravating circumstances, such as shift work and night shift work, the charge rates specified in the supplement shall be added.

8. Distance allowances (accommodation allowance) and lodging

a) Unless otherwise agreed in the supplement, the amounts stipulated in the respective valid collective agreement (collective agreement) of the Austrian mechanical engineering and steel construction industry shall apply.

b) In the case of assembly work where the fitter does not have the opportunity to daily return to the company undertaking the assembly work, the rates specified in the supplement shall be invoiced for each day of absence from the works.

c) If the Buyer provides reasonable accommodation, the nightly allowance shall not be charged. If, at the place of assembly, the actual costs of accommodation exceed the nightly allowance specified in the supplement, the actual costs of accommodation, including value added tax, shall be charged.

9. Travel expenses and fares

The current rates for travel expenses and fares can be found in the supplement or are available on request. The actual travel expenses of the assembly staff shall be at the Buyer's expense, as shall the transport of tools and the procurement of passports and visas.

10. Arrangements by the Buyer

The Buyer shall, at his own expense and risk, make all preparations and take all measures with regard to personnel and materials in good time before the agreed start of the installation work and during its performance which are necessary for the proper start of the installation work, its trouble-free performance and proper completion. Unless special instructions are given by GST to this effect, this shall in all cases include the appropriate structural equipment of the work site, the provision of the necessary devices, tools, equipment, locker rooms and sanitary facilities, and other work aids, the necessary materials, auxiliary materials and operating supplies, the provision of the necessary assistants, etc.

Inasmuch as GST itself only has to provide the usual work tools, the use of special tools and devices which go beyond this and which are supplied by GST in the absence of provision by the Buyer shall be invoiced according to a separate agreement to be made to that effect, together with the costs of transport to and from the place of performance.

11. Customer's responsibilities with regard to security and safekeeping

The Buyer shall store in an appropriate manner all working aids provided by GST as well as the personal belongings of the assembly staff, and shall be liable until the assembly work has been completed or the working aids and personal belongings have been cleared out and removed. He shall be liable for any damage, destruction or loss of these tools and personal items, even in the event of force majeure.

The Buyer shall take the special measures necessary for the protection of persons and property on site and is responsible for the observance of the legal regulations on occupational health and safety, if and to the extent that the staff is on his premises for their intended work. Moreover, he has to inform the staff about any existing special safety regulations, as far as they are of importance to the staff. He shall notify GST of any breaches of such safety regulations by the staff. GST reserves the right to suspend the work until the above requirements are met. Any additional costs arising from this shall be at the Buyer's expense.

12. Documentation

Unless otherwise agreed, the contracting parties shall also draw up daily construction reports. GST shall continuously record all important facts concerning the contractual performance. This shall include all occurrences at the place of fulfilment, in particular those which may have a significant influence on the performance of the service, as well as any observations which cannot be made or cannot be made purposefully at a later date. At the Buyer's request, the daily construction reports shall be submitted to him and he may inspect them on any working day at the place of performance. In such a case, the Buyer shall confirm the inspection in writing. Entries shall be deemed to have been confirmed by the Buyer if the Buyer has not objected in writing within two weeks of the entry being made by GST.

13. Liability

GST shall be liable for the accurate and proper performance of the work to be carried out by their assembling staff. The company does not accept any further liability, in particular not for indirect consequential damage. GST assumes no liability whatsoever for any staff provided by the Buyer, for hired workers or for third parties.



14. Additional work due to imminent danger

For such work that was necessary for the fulfilment of the order and for which the Buyer's consent could not be obtained due to imminent danger, the Buyer's consent shall be deemed to have been given. However, the Buyer shall be informed of these services performed without an order as soon as possible. Since these are necessary services performed by GST, the Buyer must acknowledge them and pay them. GST shall invoice these services separately and provide a precise breakdown of the additional costs.

15. Confirmation and acceptance of the assembly work

In any case, the Buyer shall confirm the working hours of the assembly staff provided by GST on a weekly basis. These written confirmations will be used as basis for the assembly invoices. The Buyer undertakes to certify to the fitters on their last time sheet that the work has been completed and handed over. Minor defects and rework do not release the Buyer from this obligation.

GST shall notify the Buyer in writing that the work is ready for acceptance. This notification shall include a date for the acceptance test which gives the Buyer sufficient time to prepare for the test or to arrange to be represented at the test. All costs incurred during the acceptance test (staff costs, equipment, material costs, aids) shall be met by the Buyer.

If the Buyer has been notified by GST in due time of the date for the acceptance test and if the Buyer cannot meet this date and cannot be represented, the test shall be deemed to have been successfully carried out on the date stipulated in GST's notification as the date for the acceptance test. Unless otherwise agreed, the acceptance test shall be carried out during normal working hours. GST shall draw up an acceptance test report. Upon acceptance, GST's liability for identifiable defects shall no longer apply, unless the Buyer has reserved the right to claim for a specific defect.

16. Deadlines

If GST can foresee that it will not be able to complete the work in time, it shall immediately inform the Buyer thereof in writing and, if possible, state the estimated date of completion. GST is entitled to a reasonable extension of the completion period if such delay is due to:

- a) Circumstances beyond the GST's control, such as labour disputes, natural disasters, armed conflicts, general mobilisation, riots, confiscation, embargo as well as restrictions on energy consumption.
- b) In case of unforeseeable conversion work due to legal provisions or special and additional requests of the Buyer.
- c) An act or omission by the Buyer or other circumstances within the Buyer's control (such as arrears of payment) or if the Buyer fails to meet other obligations.

17. Terms of payment

Payments with full discharge of debtor can only be made to the account specified by GST when the invoice has been issued. Staff members or representatives do not have power of collection.

Overtime shall be charged at the GST service rates applicable at the time of the performance of the service (enclosure).

18. Non feasible repair

1. The services rendered for submitting a cost estimate as well as the further expenses incurred and to be substantiated (troubleshooting time equal to working time) shall be invoiced to the Buyer if the repair cannot be carried out for reasons for which GST is not responsible, in particular because the claimed fault did not occur during the planned performance, spare parts cannot be procured, the Buyer has negligently missed the agreed deadline or the contract has been terminated during implementation.

2. Only at the express request of the Buyer must the object of repair be restored to its original condition, against the refund of the costs, unless the work carried out was not necessary.

19. Place of jurisdiction

The place of jurisdiction for all disputes arising directly or indirectly from the contract shall be the Austrian court with local jurisdiction for the registered office of GST.