

General Terms and Conditions of Sale and Delivery

1 PREAMBLE

- 1.1 These general delivery and sale conditions apply unless expressly otherwise agreed by the contracting parties in writing.
- 1.2 The following provisions regarding the sale and delivery of goods also apply by analogy to services. The supplementary assembly conditions also apply for assembly work according to the Association of Austrian Machinery and Steel Construction Industries.

2 CONCLUSION OF CONTRACT

- 2.1 A contract is deemed to have been concluded when we issue a written order confirmation following receipt of an order or when the goods are delivered to the purchaser immediately after receipt of order. In the latter case, the invoice also serves as order confirmation.
- 2.2 Changes and amendments to the contract must be confirmed in writing by us to take effect. The purchaser shall bear any costs accrued as a result of the changes or contract revocations. The purchaser's conditions of purchase shall only bind us if they are approved separately in writing by us.
- 2.3 We can, at our discretion, refuse to accept orders without stating the reasons. In such cases, any advance payments made by the purchaser shall be refunded.
- 2.4 It is expressly stated that for our products - provided there is no other written agreement with you from the specific contract should give the customer - only fuels acc. EN ISO 17225 may be used. Especially in wood chips boiler are exclusively woodchips acc. EN ISO 17225 Part 4 Class A1 / P16S-P31S. When using other fuels, the functionality of the system can not be permanently secured.

3 DELIVERY DATES

- 3.1 Delivery dates are always non-binding. Delays in delivery shall not entitle the purchaser to assert claims for damages.
- 3.2 Only after a reasonable grace period set by the buyer (of at least 8 weeks) has elapsed without result, the buyer is entitled to withdraw from the contract in the event of a delay in delivery.
- 3.3 The delivery time is deemed to be interrupted for the duration of the following circumstances that affect us or our suppliers without being influenced by us: Difficulties in the procurement of raw materials (also as a result of unusual price increases), operational disruptions, strikes or lockouts at the seller or his sub-suppliers, delays and / or failures due to pandemics and other cases of force majeure (catastrophes, etc.).
- 3.4 If the reasons listed under point 3.3 last longer than 8 weeks, we are entitled to withdraw from the contract without stating any further reasons without the buyer being entitled to subsequent delivery or compensation.
- 3.5 If goods completed in due time are not accepted by the purchaser at the location or time specified in the contract, we can place the goods in storage at the cost and risk of the purchaser. This does not affect the purchaser's obligation to pay the purchase price. We also reserve the right to issue an invoice.
- 3.6 We are entitled to make part and advance deliveries.
- 3.7 If the conditions to be met by the buyer for the delivery are not met in accordance with the contract, any delivery deadlines shall not begin to run and any agreements on contractual penalties and other penalties or contractual fees become void.

4 PRICES

- 4.1 Price stability is explicitly agreed here. The basis for the calculation of this stability is the average annual value of the 2010 consumer price index (base year 2010) determined by Statistics Austria, which results from the monthly values calculated or an equivalent index.
- 4.2 The current index figure of the average annual value calculated at the time the contract was concluded serves as the reference value for the present contract.
- 4.3 In general, the prices set in the purchase offer apply for a period of 6 (six) weeks from the date of the offer. In the context of continuing obligations and commercial transactions, the seller reserves the right, for an order that is received later than 6 (six) weeks from the offer and for contracts with an agreed delivery time of more than 8 weeks, to increase and adjust the prices according to the cost increases that have occurred due to price increases (in particular supplies, raw material and energy price increases).
- 4.4 Should a new consumer price index for the previous calendar year come into being prior to delivery or performance, this shall be used here. It thus follows that price adjustment will in all cases be carried out to the advantage or the disadvantage of the purchaser in the calendar year interval. Services rendered within two months after conclusion of the contract will always be charged at the price agreed at the time the contract was concluded. New prices will be rounded up to whole euros.

5 ACCEPTANCE OF SUPPLIES AND COMMISSIONING

- 5.1 If the purchaser would like an acceptance test to be performed on a delivered item, this must be specified in writing at the conclusion of contract. If the acceptance test shows that the design of the delivered item conforms to that specified in the contract, this must be confirmed by both contracting parties.
- 5.2 The purchaser must check, immediately on receipt, that the goods are complete and that they have not been damaged in any way during transportation. Claims of defects must be asserted immediately in writing on the delivery slip by the purchaser or whoever takes receipt of the goods on his behalf. If a notice of defects is not lodged or is not lodged in due time, the goods or service shall be deemed approved. The assertion of warranty or damage claims, as well as the right to avoidance on the ground of error, based on defects is excluded in such cases.
- 5.3 If an appliance supplied by us is commissioned by us or by a company approved by us, the scope of the warranties offered by us to the purchaser shall be exactly the same as it would have been in the case of delivery of the goods alone.

6 PAYMENT

- 6.1 Unless other conditions of payment have been agreed upon, payments must be made within 30 days of the date of invoice, net without discount.
- 6.2 Only payments made to an account named by us shall be in full satisfaction of debt.
- 6.3 The purchaser is not entitled to withhold payments on account of warranty

claims or other counterclaims not recognised by us.

- 6.4 In the event of default of payment, we shall be entitled to charge interest on arrears at 7.5% above the European Central Bank's respective base rate from the due date or, having granted an appropriate period of grace, to rescind the contract. This does not affect our right to assert more extensive claims for damages. Any dunning, collection and operating costs accrued must be reimbursed by the purchaser.

7 RETENTION OF TITLE

- 7.1 The purchaser must comply with the requirements of this clause to protect our title to the goods. In the case of attachment or any other claim which may affect our title to the goods, the purchaser shall be obliged to assert our right of ownership and inform us immediately of any such attachment or claim by registered letter.
- 7.2 The risk in the goods shall pass to the purchaser on completion of delivery. This shall also apply in case we deliver the goods in instalments in which case the risk shall pass on an instalment by instalment basis.
- 7.3 Title to the goods shall not pass to the purchaser until the earlier of:
 - our receipt of payment in full (in cash or cleared funds) for the goods and any other goods that we have supplied to the purchaser in respect of which payment has become due, in which case title to the goods shall pass at the time of payment of all such sums; and
 - the time at which the purchaser resells the goods, in which case title to the goods shall pass to the purchaser at the time specified in clause 7.4.
- 7.4 The purchaser may resell or use the goods in the ordinary course of its business (but not otherwise) before we have received payment for the goods. However, if the purchaser resells the goods before that time:
 - it does so as principal and not as our agent; and
 - title to the goods shall pass from us to the purchaser immediately before the time at which resale by the purchaser occurs.
- 7.5 Until title to the goods has passed to the purchaser, the purchaser shall:
 - store the goods separately from all other goods held by the purchaser so that they remain readily identifiable as our property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
 - maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
 - provide us with such information relating to the goods as we may reasonably require from time to time.
- 7.6 Before title to the goods passes to the purchaser, without limiting any other right or remedy we may have:
 - we may at any time require you to deliver up all goods in your possession which have not been resold, or irrevocably incorporated into another product; and
 - if you fail to deliver up all goods in accordance with this clause promptly, enter any of your premises or those of any third party where the goods are stored in order to recover them.

8 WARRANTY

- 8.1 The warranty period (beginning at delivery) is:
 - for movables: the lesser of either 2 years or 5000 operating hours
 - for immovables: the lesser of 3 years or 7500 operating hours
- 8.2 We shall only be liable for parts of a product which have been purchased from a sub-supplier to the extent of the warranty claims against the sub-supplier to which he himself is entitled.
- 8.3 We are obliged to repair any defect affecting the usability of the product, which is based on a fault of design, material or workmanship.
- 8.4 You must assert any claims of defects in writing immediately and not later than three working days (of detection of defect) otherwise any legal claim shall be excluded.
- 8.5 We must be given the opportunity to inspect the reported defect and confirm it as such. We shall decide whether to repair the defect ourselves or to have it repaired by an authorised third party. We shall also decide whether:
 - to repair the defective goods on site; or
 - to recall the defective goods or the defective parts for repair; or
 - to replace the defective parts or the defective goods.
- 8.6 For replacement parts and repairs provided free of charge the same warranty period shall apply as for the original delivery item, but shall be limited in time to the end of the warranty period for the original delivery item. Replaced parts shall become our property and must be returned to us free of charge.
- 8.7 We will only pay the reasonable costs for repairs undertaken by the purchaser himself if we have given written consent to this in advance.
- 8.8 The performance description forms part of the delivery item and is essential for proper operation. The performance description includes the instruction manual (operation and assembly instructions) and/or operating conditions for the delivery item, maintenance and service plan, basic legal conditions to be observed and our technical guidelines. The warranty obligation only applies for defects which occur when the intended operating conditions have been observed and when the system has been used correctly and normally. The warranty obligation also excludes claims for damages on whatever legal basis, including for example claims based on a breach of obligations contained in subsidiary agreements, in particular advice and obligations to inform.
- 8.9 The warranty obligation does not apply in particular to defects based on: poor assembly by the purchaser or his representatives; poor maintenance; normal wear and tear (including the normal and natural wear of fire-proof cladding such as slight surface abrasion, edge abrasion, cracking, etc. which do not impair functioning); poor repairs or repairs which have been carried out without the written our consent; or modifications by anyone other than us or our representatives and wearing parts and operating materials (fire brick, seals, grates, linking plates, corrosion protection anodes, filters, oil etc.). Further, our warranty obligation does not include damage from air pollution caused by heavy dust accumulation, aggressive vapours, assembly in an unsuitable location (e.g. utility rooms or recreation rooms) or from continued use in spite of a fault.

9 PLACE OF FULFILMENT, PLACE OF JURISDICTION

- 9.1 The place of fulfilment for delivery and payment is the registered office of the supplier, even if the agreement specifies a different place of delivery.
- 9.2 Subject to clauses 9.3 and 9.4, each party irrevocably agrees that the courts of Austria shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter of formation (including non-contractual disputes or claims).
- 9.3 We are, however, entitled to appeal to another court with jurisdiction for the purchaser.

9.4 The parties can also agree on the jurisdiction of a court of arbitration.

9.5 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the law of Austria and the UN Convention on Contracts for the International Sale of Goods.

9.6 Applicable court of Linz/Austria shall have exclusive jurisdiction.

10 TECHNICAL VALUES

- 10.1 The technical information regarding measurements, weights, capacities and operating costs etc. contained in our brochures, catalogues, illustrations, technical documents, price lists etc. are approximate, non-binding and should not be relied upon by the purchaser.
- 10.2 Goods may differ in terms of design when compared to samples presented.

11 LIABILITY AND CONSEQUENTIAL DAMAGES

- 11.1 We accept no liability towards the purchaser for any type of economic losses.

12 SYSTEM SOFTWARE

- 12.1 Operating and control programs which control operation of the system supplied shall remain the property of the supplier and/or applicable licensor. The purchaser shall be granted a permanent right of use for his system-related control program upon full payment for the machinery supplied.

13 PASSAGE OF RISK

- 13.1 Unless otherwise agreed, the goods are sold „ex works“ (EXW) (ready for collection)
- 13.2 The version of the INCOTERMS valid on the day of conclusion of contract also apply.

14 MISCELLANEOUS

- 14.1 We are entitled to store, communicate and revise the purchaser's personal data within the framework of the business transaction.
- 14.2 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as strictly necessary for the operation of this agreement or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 The client or purchaser must obtain approval from the responsible authorities for the installation of the object of sale.
- 14.4 Components may only be returned in immaculate condition within four weeks of the delivery date subject to a 10% service charge. Components that have been custom-made for a system cannot be returned.
- 14.5 We refer to the federal law on remote business contracts. Especially on the right of withdrawal from the order within 14 days (exception: services that have to be provided within 14 days).