Linsinger-Maschinenbau Gesellschaft m.b.H.
(Business Register Number FN 383993x, Provincial Court Wels) - Dr.-Linsinger-Straße 23-24 - A-4662 Steyrermühl

General Terms & Conditions of Delivery and Data Privacy Statement (Last up-dated 10th November 2026)

1. Relevant Terms

The legal relations between Seller and Purchaser shall exclusively be governed by these General Terms and Conditions and any other agreements. Modifications and amendments shall be made in writing. Other general terms and conditions shall not apply even if no express objection is made thereto on a case-by-case basis. The following provisions regarding deliveries shall apply *mutatis mutandis* to services. As regards assembly work, our Terms and Conditions of Assembly which may be retrieved under www.linsinger.com shall apply in addition.

2. Conclusion of Contract

2.1 The offers of the Seller shall be subject to change. The details contained in brochures, illustrations, pricelists, etc. shall only be relevant if they are expressly confirmed by the Seller in the acknowledgement of order or otherwise become part of the agreement concluded by and between the Seller and the Purchaser. The contract shall be deemed concluded if the Seller has dispatched the written acknowledgement of order or actually effects delivery.

2.2 All permits from authorities or third parties necessary for performance of the contract shall be obtained by the Purchaser, who shall inform the Seller thereof and indemnify and hold the Seller harmless, if necessary. If such permits are not granted in time, the delivery period shall be extended accordingly. The Seller shall not be obliged to commence performance of the contract before the said permits have been granted with legal effect.

2.3 Any and all offer documents and project documents, in particular plans, sketches, cost estimates and other technical documents which may also be part of the offer, shall always remain the property of the Seller, just like specimen, brochures, illustrations, pricelists, etc. Any exploitation, copying, reproduction, dissemination and distribution to third parties, publication and presentation may only be effected upon the explicit consent of the Seller.

2.4 Any mistakes in brochures, pricelists, offer documents or project documents or other documentation of the Seller which are due to error may be corrected by the Seller and he may not be held liable for damage resulting from such mistakes.

3. Price

3.1 The prices shall apply ex Seller's works exclusive of packaging, loading, insurance, import and export duties and VAT. If delivery to the final destination has been agreed, the prices shall be deemed exclusive of unloading and further transport. Packaging material shall be taken back only upon previous mutual agreement.

3.2 Offered prices shall become binding if the Seller has confirmed the same with a written statement of the delivery volume. Deliveries going beyond such delivery volume may be invoiced separately by the Seller.

3.3 In case of repair orders those services shall be rendered which are deemed expedient by the Seller and shall be invoiced according to the costs or time actually incurred. This shall also apply to services and additional services the expediency of which turns out only in the course of performance of the order, and no separate notice to the Purchaser shall be necessary in this respect.

4. Payment and Retention of Title

4.1 The invoice amount shall be payable within 14 days of the date of the invoice without deduction free paying agent of the Seller in the agreed currency. A payment shall be deemed made on the day on which the Seller is able to dispose of it. Any rebates or bonuses granted shall be subject to timely and full payment.

4.2 One third of the price shall be due for payment upon receipt of the acknowledgement of the order, one third after half of the delivery period has passed and the residual amount before dispatch of the shipment. In case of partial invoices, the relevant partial payments shall be due for payment upon receipt of the relevant invoice. This shall also apply to invoiced amounts which result from subsequent deliveries or other agreements in excess of the original total amount, irrespective of the payment conditions agreed for the principal delivery.

4.3 The contracting parties may agree that the Purchaser shall open a documentary letter of credit with his bank (or with a different bank which is acceptable to the Seller). In this case it is agreed that the opening of the letter of credit shall be effected in compliance with the Uniform Customs and Practice for Documentary Credits, ICC Publication No. 500 as amended at the date of the agreement.

4.4 The Purchaser shall not be entitled to retain payments on grounds of claims under warranty or other claims of whatsoever kind or to offset such payments against counterclaims.

4.5 If the Purchaser is in default with an agreed payment or other service, the Seller may, notwithstanding his other rights, insist either on performance of the contract and

(1) postpone fulfilment of his own obligation until payment of the arrears or other performance;

(2) make use of an adequate extension of the delivery period,

(3) call for payment of the total outstanding purchase price under this transaction and other transactions and charge default interest in the amount of 8% p.a. above the relevant base interest rate of Oesterreichische National Bank [Austrian National Bank] as from the relevant due date or rescind the contract without granting a grace period. In that case the Purchaser shall at the Seller's request return to the Seller goods already delivered and shall compensate him for the occurred depreciation in the value of the goods and shall reimburse him all reasonable expenses which the Seller had to incur for performance of the order. With regard to goods not yet delivered the Seller shall be entitled to make available to the Purchaser the finished or partially finished parts and to claim the relevant portion of the selling price.

4.6 The Purchaser shall reimburse the Seller for all reasonable dunning charges, costs of legal counsel and other collection costs.

4.7 The Seller reserves title to all goods delivered by the Seller until full payment of the purchase price plus interest and ancillary charges, irrespective of the legal ground on which they are based, also if based on earlier transactions. Through processing, combination or commingling of the Seller's goods with other materials the Seller shall acquire co-ownership of the resulting products in accordance with and subject to the shares of value added.

5. Delivery

5.1 The term of delivery shall commence with the latest of the dates listed below:

(1) date of acknowledgement of order,

(2) date of fulfilment of all technological, commercial and financial prerequisites to which the Purchaser is subject,

(3) date on which the Seller receives a down-payment or collateral security to be rendered prior to delivery of the goods.

5.2 The Seller shall be entitled to effect and invoice partial or advance deliveries.

5.3 If delivery is delayed due to a fact that has occurred with the Seller and constitutes a reason for discharge as defined in Clause 10, a reasonable extension of the delivery period shall be granted.

5.4 If the Seller has provably caused a delay in delivery, the Purchaser may either demand performance or may rescind the contract, granting a reasonable grace period.

5.5 If the grace period provided for in Clause 5.4 has provably not been made use of and if this is the fault of the Seller, the Purchaser may rescind the contract by written notice with regard to all goods not yet delivered. The same shall apply to goods already delivered which cannot be adequately used without the goods yet outstanding. In this case the Purchaser shall be entitled to a refund of the payments made for the goods not delivered or not useable.

5.6 If the Seller fails to take delivery of the goods at the contractually agreed place or at the contractually agreed date although they were provided in accordance with the contract and if such delay has not provably been caused by an action or omission of the Seller, the Seller may either claim performance or rescind the contract, even without granting a grace period. If the goods were segregated, the Seller may store the goods at the cost and risk of the Purchaser. Moreover, the Seller shall be entitled to reimbursement of all reasonable expenses incurred for performance of the contract and which are not included in the payments received.

5.7 Claims of the Purchaser vis-a-vis the Seller other than those listed in Clause 5 on grounds of default of the Seller shall be excluded.

6. Passing of Risk and Place of Performance

6.1 Subject to deviating written agreements the time the risk passes shall be determined in accordance with the Incoterms 2020 both in cross-border traffic and, accordingly, in non-cross-border traffic. If no agreement has been made, the clause "EXW" Seller plant of the Incoterms 2020 shall apply.

6.2 The place of performance regarding all services of the contracting parties under this contract shall be the registered office of the Seller.

7. Acceptance Test

If the Purchaser requests an acceptance test, this shall be explicitly agreed in writing with the Seller upon conclusion of the contract. The acceptance test shall be carried out at the place of manufacture and/or at a place to be determined by the Seller during normal business hours of the Seller. The general practice of the industry of the Seller shall be decisive for the acceptance test. The Seller shall inform the Purchaser timely before the acceptance test so that he can be present during the test and/or may be represented by an authorised representative. If in the course of the acceptance test the delivered item proves to be in violation of the contract, the Seller shall repair any defect without delay and shall put the delivered item into the condition which has been agreed in the contract. The Purchaser may demand a repeat test in case of defects. After an acceptance test an acceptance report shall be prepared. If the acceptance test has shown that the design is in conformity with the contract and that the delivered

item is in perfect operating condition, this shall in any case be confirmed by both contracting parties. If the Purchaser or his authorised representative is not present during the acceptance test despite timely notice by the Seller, the acceptance report shall be signed only by the Seller. In any case the Seller shall send a copy of the acceptance report to the Purchaser, the correctness of which the Purchaser may no longer challenge even if he or his authorised representative was not able to sign the report due to absence. The Seller shall bear the costs of the acceptance report carried out. In any case the Purchaser shall bear the costs he or his authorised representative incurred in connection with the acceptance test, such as travel costs, cost of living and expense allowance.

8. Warranty

8.1 While complying with the agreed terms of payment the Seller shall be obliged, subject to the following provisions, to repair any defect which impairs usability and exists at the time the risk passes and which is due to a defect of the construction, material or workmanship. No warranty claims may be deduced from statements in catalogues, brochures, advertising materials and written or oral statements which have not expressly been included in the contract. The warranty period shall be 12 months and shall commence at the time the risk passes as defined in Clause 6. Work and deliveries subject to warranty shall not extend the warranty period.

8.2 A warranty claim shall be subject to the proviso that the Purchaser has given immediate written notice of the defects that have occurred. The presumption rule [*Vermutungsregel*] of Section 924 ABGB [General Civil Code] shall be excluded. The Purchaser shall always prove the existence of a defect without delay and shall, in particular, make available to the Seller the documents and/or data available to the Purchaser. In case a defect subject to warranty as defined in Clause 8.1 exists, the Seller shall, at his option,

(1) improve the defective goods or the defective parts at the place of performance,

(2) have the defective goods or the defective parts sent back to him for improvement,

(3) replace the defective goods or the defective parts,

(4) effect a reasonable price reduction, or

(5) declare cancellation of the contract.

8.3 If the Seller has the defective goods or parts sent back to him for improvement or replacement, the Purchaser shall bear the costs and risk of transport. The improved or replaced goods or parts shall be sent back to the Purchaser at the cost and risk of the Seller. For warranty work on the premises of the Purchaser the necessary unskilled staff, lifting devices, scaffolds, sundry supplies, etc. shall be provided free of charge. Replaced parts shall become the property of the Seller.

8.4 If goods are manufactured by the Seller on the basis of construction details, drawings, models or other specifications of the Purchaser, the liability of the Seller shall only extend to workmanship in accordance with the terms. The Seller shall be released from any duty to warn as laid down in Section 1168a General Civil Code, any similar provisions in other general terms and conditions or other applicable statutory provisions.

8.5 The warranty obligation of the Seller shall only apply to defects which occur while complying with the operating conditions provided for the relevant delivered item and in the case of normal use.

8.6 Warranty shall immediately cease if the Purchaser himself or any third party not authorised by the Seller modifies the delivered items without the written consent of the Seller.

8.7 Assignment of warranty claims for whatsoever legal reason shall not be permissible. The right of recourse as defined in Section 933b General Civil Code shall be excluded.

8.8 The Seller shall be liable for those parts of the goods which the Seller purchased from upstream suppliers only to the extent of the Seller's warranty claims vis-à-vis the upstream supplier.

8.9 Clauses 8.1 to 8.8 shall apply *mutatis mutandis* to any liability based on other legal grounds. Any liability of the Seller going beyond that which is determined in these provisions, shall be excluded.

9. Liability

9.1 The Seller shall only be liable within the scope of mandatory law; according to the present legal situation, for intent and gross negligence. Reversal of the burden of proof as defined by Section 1298 General Civil Code shall be excluded. Liability for ordinary negligence, compensation for consequential damage, pure pecuniary damage, business interruption, loss of use, savings not made, loss of interest, damage caused by claims of third parties, lost profit or losses regarding contracts shall be excluded.

9.2 In the case of non-compliance with any terms of assembly, putting into operation and use (e.g., user manuals) or with any official licence terms any damages shall be excluded.

9.3 If contractual penalties are agreed, any claims going beyond the same irrespective of the legal ground shall be excluded.

9.4 The Seller's liability shall – for any conceivable case and as far as permitted by law – be covered with 30 % (thirty percent) of the specific total contract price and shall exclude any claims over and above this on whatever legal grounds.

10. Reasons for Discharge

10.1 Force Majeure

(1) "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

(2) The following events as well as comparable cases fulfil the conditions (a) and (b) under paragraph (1) of this Clause:

(i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;

(ii) riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;

(iii) currency and trade restriction, embargos, sanctions;

(iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;

(v) plague, epidemics, pandemics, natural disasters or extreme natural events;

(vi) explosions, fire, destruction of equipment, prolonged break-downs of transport, telecommunication, information system or energy;

(vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises;

(viii) new enacted laws and regulations;

(ix) IT failures, cyber incidents and cyberattacks, in particular malware, ransomware and distributed denial-of-service (DDoS) attacks, as well as other serious disruptions to the IT infrastructure of the Seller or its upstream suppliers;

(x) resource scarcity;

(xi) defective services of third parties.

(3) The Seller is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform. If the duration of the event exceeds 180 days, the contracting parties will try together to negotiate a settlement.

10.2 Other Reasons for Discharge

(1) A party to a contract is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

(2) Notwithstanding paragraph 1 of this Clause, paragraph 3 below applies if the Seller proves that:

(a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that

(b) it could not reasonably have avoided or overcome the event or its consequences.

The parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

(3) Judge adapt or terminate

Where paragraph 2 of this Clause applies, but where the parties have been unable to agree on alternative contractual terms as provided for in that paragraph, the Seller is entitled

(a) to request the judge or arbitrator to adapt the contract with a view to restoring its equilibrium, or

(b) to terminate the contract, as appropriate.

11. Rescission

11.1 Independent of his other rights the Seller shall be entitled to rescind the contract if

(1) concerns have arisen regarding the Purchaser's solvency and the Purchaser neither makes an agreed advance payment upon the Seller's request nor furnishes agreed suitable security prior to delivery, or

(2) bankruptcy proceedings are opened over the assets of the Purchaser or a petition for the opening of such proceedings is dismissed for lack of sufficient assets to cover the costs or if the conditions for opening such proceedings or dismissal of such a petition are fulfilled; or

(3) if the Purchaser has discontinued its payments.

11.2 Rescission of contract may also be declared with regard to an outstanding portion of the delivery or performance for the above reasons.

11.3 Notwithstanding the Seller's claims for damages, in the event of a rescission of contract services or partial services already rendered shall be invoiced and shall be payable. This shall also apply if the delivery or service has not been taken over by the Purchaser and/or to preparatory action already rendered by the Seller. Instead, the Seller shall have the right to demand that the items, which have already been delivered, be returned.

11.4 Other consequences of rescission shall be excluded.

12. Proprietary Rights and Confidentiality

12.1 If goods are manufactured by the Seller on the basis of construction details, drawings, models or other specifications of the Purchaser, the Purchaser shall indemnify and hold the Seller harmless with regard to an infringement, if any, of proprietary rights of third parties.

12.2 The Seller reserves any and all rights to the drafts, offers, projects and pertaining drawings, illustrations, descriptions/specifications, etc. used by him. These documents may not be utilised by the Purchaser in a way going beyond the contents of the contract, even if they do not originate from the Seller. In particular, they may not be reproduced or made accessible to third parties. Upon request of the Seller they shall be returned to him by the Purchaser without delay. The contracting parties shall be obliged to immediately inform each other of any infringement risks and alleged cases of infringement which become known and to give each other the opportunity to defend relevant claims by mutual consent.

12.3 The Purchaser shall be obliged to treat as a business secret all commercial and technical details which are not obvious and of which he obtains knowledge from the business relation with the Seller.

13. General Provisions

13.1 If any provision of these Terms and Conditions and of additional agreements concluded is or becomes ineffective, the effectiveness of the remaining contract shall not be affected thereby. The contracting parties shall be obliged to replace the ineffective provision by a provision which comes as close as possible to its economic success.

13.2 All disputes arising out of or in connection with this contract shall be finally settled according to the Rules of Arbitration of the International Chamber of Commerce (Paris) by one or more arbitrator(s) appointed in accordance with the said Rules. The place of arbitration shall be Vienna. The language of the arbitration proceedings shall be German. This contract including the above arbitration clause shall be exclusively subject to Austrian law. The rules of conflict of private international law and the UN Convention on the International Sale of Goods are hereby expressly excluded.

14. Data Privacy Statement

14.1 For the purpose of concluding and executing the contract, LINSINGER Maschinenbau Gesellschaft m. b. H. processes the following personal data of those persons who have been disclosed by the contractual partner for the purpose of implementation of the contract: company name, address, phone number, e-mail, fax, company register data, VAT number, bank details, salutation, name of the contact person, department / function of the contact person, telephone/ e-mail of the contact person, etc. as well as any information that can be assigned to these companies about the contractual service and the billing of this service.

14.2 The data provided by the contractual partner is required for the fulfilment of the contract. Without these data LINSINGER Maschinenbau Gesellschaft m. b. H. cannot conclude the contract with the contractual partner.

14.3 The legal basis for data processing is the fulfilment of the present contract in accordance with Art. 6 para. 1 lit. b GDPR.

14.4 This personal data is stored for the duration of the ongoing contractual relationship and only as long as there are legal obligations or legitimate interests (e.g. to fulfil legal obligations to retain data or to assert legal claims).

14.5 This personal data is only transferred to third parties if this is necessary for contract execution, if is based on a legal foundation, if there is a legitimate interest in the business execution of involved third parties or if it is necessary for asserting or defending legal claims. The data of the contractual partner could be passed on to the following recipients if this is mandatory: banks, legal representatives (in the enforcement of rights or defence of claims or in the context of administrative proceedings), accountants, courts, administrative authorities, debt collection companies, outside financing providers (e.g. leasing), cooperating contract and business partners (shipping service providers, transport companies), insurance companies, providers (IT service providers), etc.

14.6 In accordance with the legal provisions, the contractual partner has the right to disclosure for the data concerning the contractual partner, to correction, deletion, restriction of processing, data transferability and objection to the processing of its personal data as well as the right to lodge a complaint with the supervisory authority. In Austria, this is the Data Protection Authority (“Datenschutzbehörde”).

14.7 The contact details of the controller can be found in the data protection statement at the LINSINGER website.

15. Compliance with export control regulations

15.1 The Seller’s obligation to fulfil the contract is subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or sanctions.

15.2 The Purchaser undertakes to comply with all applicable provisions of national and international (re-)export control regulations (including, but not limited of Austria, the European Union and the United States of America) when transferring the products delivered by the Seller (and the related documentation, irrespective of the manner in which they are made available) or the works and services provided by the Seller (including technical support) to third parties.

15.3 Prior to any such transfer to a third party the Purchaser shall in particular check and guarantee by appropriate measures that
(1) there will be no infringement of an embargo imposed by the European Union, by the United States of America and/or by the United Nations by such transfer or by provision of other economic resources in connection with products provided by the Seller, also considering the limitations of domestic business and prohibitions of by-passing those embargos;
(2) such products provided by the Seller are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;
(3) the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

15.4 If required to enable authorities or the Seller to conduct export control checks, the Purchaser shall promptly provide the Seller with all information pertaining to the final end-user, the final destination and the intended use of the delivered products or works and services performed by the Seller as well as any existing export control restrictions.

15.5 The Purchaser shall indemnify and hold harmless the Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the Purchaser and the Purchaser shall compensate the Seller for all losses and expenses resulting thereof.

15.6 The Purchaser shall

(1) not sell, export or re-export, directly or indirectly any goods supplied under or in connection with this contract according to Article 12g of Council Regulation (EU) No. 833/2014 and Article 8g of Council Regulation (EU) No 765/2006, as amended;

(2) undertake its best efforts to ensure that the purpose of Clause 15.6 (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers;

(3) set up and maintain adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Clause 15.6 (1).

15.7 Any violation of Clause 15.6 (1), (2) or (3) shall constitute a material breach of an essential element of the contract, and the Seller shall be entitled to seek appropriate remedies, including but not limited to (1) termination of this contract and (2) a penalty of 5 % of the total value of this contract or price of the goods exported, whichever is higher.

15.8 The Purchaser shall immediately inform the Seller about any problems in applying Clauses 15.6. (1)-(3), including any relevant activities by third parties that could frustrate the purpose of Clause 15.6 (1). The Purchaser shall make available to the Seller information concerning compliance with the obligations under Clause 15.6 (1)-(3) within two weeks of the simple request of such information.