

Business and Delivery Conditions RINGER GmbH, A-4844 Regau, Römerweg 9

1. Offer and conclusion of contract:

All offers made by Ringer GmbH (also referred to as *Supplier*) are initially non-binding. An order placed with Ringer GmbH shall only be deemed accepted if it is not rejected by Ringer GmbH in writing within eight days of the order being placed. The orderer shall, however, be bound by the order once it has been signed.

By placing and submitting an order to Ringer, the customer acknowledges the full validity of these Business and Delivery Conditions and of the Customer Agreement Retention of Title Ringer GmbH.

Declarations made by Ringer employees or other persons engaged by Ringer shall only be effective on condition that they are/have been confirmed in writing by Ringer.

2. Prices and payment:

Cheques shall only be accepted as payment if they are demonstrably discountable. In addition, in the event that a cheque is presented the Customer shall bear the costs of discounting, irrespective of whether or not the cheques need to be negotiated. In the event of non-payment the Customer shall be charged default interest of 9.2% above the basic rate (or, if the debtor is a consumer, 4%) per annum.

In the event of failure to comply with an agreement concerning payment by instalment (including in situations involving an obligation under a cheque), the entire outstanding amount following the issue of a payment reminder for the instalment as well as notice concerning forfeiture of the right to pay by instalment shall become payable immediately following expiry of a grace period of at least fourteen days (acceleration clause).

Ringer GmbH shall be entitled to withhold delivery in the event of non-payment. The Customer is not allowed to withhold payments on account of any counterclaims available to it. The Customer shall have no right to offset any amounts due by Ringer GmbH against the amounts due by it, unless the Customer's claim has been expressly recognised in writing by Ringer GmbH or definitively established by a court ruling. Justified claims shall not establish entitlement to withhold the full amount of the invoice, but rather only a reasonable portion of the invoice amount corresponding to the anticipated minimum rectification cost.

For leased goods the agreed lease payment shall be invoiced on the last day of the respective calendar month. If the Customer fails to make any payments due, Ringer shall be entitled to demand the surrender of any goods in the custody of the Customer following expiry of a 14-day grace period and to withdraw from the lease with good cause, following expiry of a 14-day grace period. In such an eventuality, Ringer GmbH shall be entitled to recover in a reasonable manner the item leased or sold at any time at the cost of the Customer, even if the goods are being used. It is agreed that the collection of items and any access to property that is necessary for this purpose shall not entail any interference with the peaceful possession of the Lessee/Buyer. The Lessee/Buyer is obliged to take all action necessary to ensure that Ringer GmbH is able to collect the item purchased or leased, even if the item purchased or leased is situated on the property of a third party and/or is being held in the

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custody of a third party. We shall be entitled to access the location at which the goods (under reservation of title) are being held in order to exercise our ownership rights/reservation of title to the extent reasonable for the Customer, and subject to advance notice. In such an eventuality, the recovery or collection of the goods shall not imply withdrawal from the contract, unless agreed in writing with and confirmed by Ringer. All special terms and discounts granted to the Customer under the terms of any special agreements shall also be forfeit in the event that the Customer defaults on any payments falling due to Ringer. If a lease is terminated due to any reason whatsoever, the Customer shall be liable for the agreed lease payment as a usage fee until such time when the goods leased have been returned in full.

If any claims available to Ringer GmbH under reservation of title are not fulfilled in good time by the surrender and/or separation of the goods, the Customer shall be liable for a reasonable usage fee until such time when the goods leased have been returned in full.

3. Packing and additional Services:

We invoice packaging at cost. We shall not accept returned packaging. Our ARA license number is 7030.

The orderer may purchase additional services from Ringer against payment of a fee (e.g. calculation services, consulting services, coordination services, transport and logistics services, cleaning services, repair services, etc.). The separate fee to be paid for these additional services will be specified before the order is placed and billed individually.

4. Delivery Period:

Unforeseen events beyond our control such as fire, mobilisation, confiscations, embargos, prohibition of foreign exchange transfers, insurrections, a lack of means of transport, a general shortage of supplies, limitations on energy consumption, labour disputes, all cases of force majeure on the part of both the Supplier and the sub-supplier as well as delays in delivery attributable to the forwarder shall give rise to a reasonable extension of the delivery period, taking into account the duration of the unforeseen event. The same shall apply if official or other approvals of third parties required for the performance of deliveries are not received in time.

Late deliveries shall not give rise to additional claims on the part of the orderer. In particular, the orderer shall remain obliged to accept the goods. Compensation for damages due to delayed performance is excluded.

Delivery dates are non-binding until they have been confirmed in writing by Ringer. A specific delivery date shall only become binding once it has been acknowledged in writing by Ringer.

If delivery on call has been agreed and no such call is made by the orderer after notification has been given that the goods are ready for dispatch, the orderer shall be obliged to accept the goods at the Supplier's request within four weeks of receiving the notification.

5. Warranty and Compensation:

5.1 Ringer GmbH shall be obliged to remedy any defect affecting the usability of goods caused by design, material or workmanship errors in accordance with the following provisions.

5.2 This obligation shall only apply in relation to defects that were already present at the time of delivery, or in the event of delivery including assembly upon the completion of assembly work, and shall only be available for a period of six months ("warranty period"). The presumption provided for under Section 924 of the Austrian Civil Code (*Allgemeines bürgerliches Gesetzbuch, ABGB*) shall not be applicable. It shall be for the Customer to demonstrate that the defect was already present at the time of handover or the completion of assembly work.

If the purchase is a business transaction for both parties, the Buyer shall report to the Seller any defects affecting the goods that it has discovered or should have discovered through inspection during the ordinary course of business within three days of delivery or the completion of assembly (objection to defects). The objection to defects must describe the defects in terms of their type, scope and nature. If the Buyer fails to make such a report, it will no longer be able to exercise any claims under warranty (Sections 922 et seq of the Austrian Civil Code (*Allgemeines bürgerliches Gesetzbuch, ABGB*)), to damages in respect of the defect (Section 933a(2) ABGB) or concerning any mistake as regards the fault-free condition of the item (Sections 871 et seq ABGB).

Should any defect subsequently come to light during the six-month period (warranty period), it must likewise be reported within three days, failing which the Buyer will be unable to assert the above-mentioned claims also in respect of this defect.

Following notification in accordance with the above, if the defect must be rectified by it in accordance with the provisions of this Article, Ringer GmbH must at its choice:

- a) rectify the defective goods on the premises;
- b) arrange for the defective goods or the defective parts to be returned so that they can be rectified;
- c) replace the defective goods or the defective parts.

The warranty period shall not be extended due to an interruption arising from the rectification of a defect.

5.3 If Ringer GmbH arranges for the defective goods or parts to be returned for the purpose of rectification or replacement, the buyer shall, unless otherwise agreed, bear the costs and risk of transport. Unless agreed to the contrary, the repaired and replaced goods or parts shall be returned to the buyer at the seller's expense and risk.

5.4 The defective goods or parts replaced in accordance with this article shall be at the disposal of Ringer GmbH.

5.5 Ringer GmbH shall only bear the costs arising from the rectification of defects by the buyer if they have agreed to this in writing.

5.6 Warranty obligations of Ringer GmbH shall only apply to defects occurring under observance of the intended operating conditions and during normal usage. In particular, they shall not cover defects caused by poor installation by the buyer or their agents, poor maintenance, repairs or modifications carried out poorly or without the written consent of Ringer GmbH by a person other than Ringer GmbH or their agents, or normal wear and tear.

5.7 Ringer GmbH shall only be liable for goods procured from sub-suppliers within the scope of their own warranty claims against the sub-supplier

For goods manufactured by Ringer GmbH on the basis of design specifications, drawings or models of the buyer, Ringer shall not be liable for the correctness of the design, but for ensuring that the design is executed in accordance with the buyer's specifications. In such cases, the buyer shall indemnify and hold Ringer GmbH harmless in the event of any infringement of property rights.

Ringer GmbH shall not provide any warranty for the acceptance of repair orders, or in the case of modifications or reconstructions of old as well as third-party goods, or for the delivery of used goods.

5.8 With effect from the start of the warranty obligation Ringer GmbH shall not incur any liability over and above that provided for in this article, including for defects arising before the transfer of risk. Any claims of the Customer to a reduction in the price and/or rescission shall only subsist on a subsidiary basis, and only insofar as Ringer GmbH – without reason – refuses to comply with its duty of rectification in accordance with clause 5.2.

5.9 Ringer GmbH shall only incur liability for financial losses in the event of a breach of a contractual or pre-contractual duty, in particular on account of impossibility of performance, delayed performance, etc. in situations involving wilful wrongdoing or gross negligence. Liability towards business customers shall be limited to the maximum amount of liability under any liability insurance concluded by Ringer GmbH. Any claims that are not covered by such insurance are expressly excluded from the scope of liability. These limitations shall also apply in relation to damage to any physical property that Ringer GmbH has received for processing. However, this stipulation shall only apply in relation to consumers if specifically negotiated in the individual agreement. Any damages claims by business customers must be raised through court action within six months, failing which they shall be forfeit; this period shall start to run at the time when the Customer became aware of the loss. All damages claims shall be subject to a limitation period of two years following performance by Ringer GmbH. The disclaimer of liability shall also apply to claims against the employees, representatives and auxiliary agents of Ringer GmbH in respect of damage caused by them to the Customer – that are not based in any contract concluded between them and the Customer. Ringer GmbH shall not incur any liability for losses arising due to improper handling or storage, overloading, the failure to follow operating and installation instructions, defective assembly, commissioning, servicing or maintenance by the Customer or by a third party, or natural wear and tear, where the respective event was causally linked to the loss. The disclaimer of liability shall also apply to any failure to carry out necessary servicing, unless Ringer GmbH has undertaken under contract to carry out servicing. If and insofar as the Customer is able to make an insurance claim under its own policy or a policy concluded in its behalf (e.g. liability insurance, fully comprehensive insurance, transport insurance, fire insurance, business interruption insurance etc.) for any losses for which Ringer GmbH is liable, the Customer undertakes to claim under the insurance and the liability of Ringer GmbH shall be limited to any adverse consequences arising for the Customer as a result of claiming under such insurance (e.g. higher insurance premiums). The product characteristics warranted shall be those that may be reasonably expected by the Customer from Ringer GmbH, third party producers or importers, having regard to approval regulations, operating manuals and other manuals and instructions relating to products (also concerning in particular controls and servicing), taking account of the Customer's knowledge and experience. If the Customer is a reseller, it shall secure sufficient insurance to cover any product liability claims and shall indemnify and hold harmless Ringer GmbH in respect of any recourse claims. It shall be for the Customer (if it is a business) to demonstrate that Ringer GmbH was at fault in the event that any damages claims are brought (reversal of the burden of proof!). No liability shall be incurred for consequential losses or for financial losses of any type. Should any goods supplied by Ringer GmbH be defective and need to be

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exchanged, Ringer shall only be responsible for replacing the goods free of charge. Any dismantling, reconstruction and assembly costs as well as any planning costs shall only be borne by Ringer GmbH if the assembly work originally required of Ringer (original installation/original assembly/original planning) features defects resulting from the gross negligence of or wilful wrongdoing on the part of Ringer GmbH. If a product needs to be recalled, Ringer GmbH undertakes to take back the product concerned and to compensate the Customer for the fair value of the product concerned. The Customer shall not have any entitlement to the provision – free of charge – of a replacement product (either new or used). No further claims shall arise in relation to the recall of the product or in the event that the Customer fails to surrender it. This shall apply in particular (although not exclusively) to the costs of installation and dismantling, assembly costs, transport costs, the costs of substitute performance, loss of income and all other losses arising for the Customer, its employees, its own customers or any other party as a result of the continued usage of the Product concerned, notwithstanding the documented provision of information concerning the recall.

5.10 The purchased item shall only offer the level of safety that can be expected on the basis of approval regulations, operating instructions and regulations of Ringer GmbH on the handling of the purchased item, in particular with regard to any prescribed inspections or other instructions given.

5.11 Any duty to compensate damage to property arising under the Austrian Product Liability Act (Produkthaftungsgesetz) or any product liability claims available under any other legal provisions shall be excluded or alternatively – in the event that an exclusion should be invalid – shall be limited in accordance with clause 5.9.

5.12 If a buyer (customer) is a consumer within the meaning of the Consumer Protection Act, any warranty claims or claims for damages of this buyer shall be conditional on any defects or damages being reported to Ringer GmbH in writing within a period of eight days from handover (delivery) or detection. If the buyer (customer) is an entrepreneur, the relevant obligations to give notice of defects according to the Austrian Commercial Code (UGB) shall apply.

5.13 The right of recourse within the meaning of Section 933b of the Austrian Civil Code (ABGB) is excluded.

5.14 Rented goods shall constitute used goods; the delivery of used goods shall under no circumstances represent a defect. The orderer shall not be entitled to the delivery of new material unless expressly agreed in writing by both contracting parties.

5.15 The orderer shall bear sole responsibility for the selection of the rental goods suitable for the intended purposes. The risk of use shall be borne by the orderer. Damage to the rental goods caused by improper use shall be compensated by the orderer as follows:

Total loss: replacement value according to the Ringer price list at the time of delivery; other damages: reimbursement of the repair costs or the current market value at Ringer's discretion.

5.16 The orderer shall be liable for any damages caused by fire, water or the weather, for any damages caused by force majeure events, and for the loss of the rented goods as well as for theft and shrinkage. The orderer shall be liable for damages as well as for loss/shrinkage/theft regardless of fault.

5.17 The technical advice provided by Ringer shall be limited to explaining and clarifying the conditions of use; any liability on the part of Ringer for information going beyond this shall be excluded unless the issuing of advice or of an incorrect instruction is attributable to gross negligence or wilful intent. The burden of proof shall be borne by the orderer.

5.18 The risk of the orderer not being able to deploy and use rented or purchased goods due to weather conditions, acts of force majeure, external influences, war, terrorism, contagious diseases, pandemics, epidemics or official closures and bans shall be borne by the orderer. Rentals are also payable for periods in which the orderer cannot use the goods for the aforementioned reasons.

6. Transfer of risk:

The risk shall pass to the orderer upon handover of the goods to the forwarder or, in the case of agreed delivery on call, when the orderer receives notification that the goods are ready for dispatch.

All further claims of any kind including claims for damages of any kind, even in case of fault, are excluded.

Ringer GmbH shall not be obliged to remedy defects as long as the orderer has not fulfilled their payment obligation.

7. Place of performance:

The Customer shall only be deemed to have complied with its payment obligation once the payment has actually been received by Ringer GmbH. The exclusive place of performance for all obligations arising under or in relation to the contractual agreement between Ringer GmbH and the Customer shall be 4840 Vöcklabruck.

It is agreed that all disputes arising between the contractual parties, including the issue of the valid conclusion of the contract as well as any pre-contractual or post-contractual effects shall fall under the exclusive jurisdiction of the Vöcklabruck District Court irrespective of the amount in dispute, unless required otherwise under any mandatory legal provisions.

8. Retention of title:

Ringer GmbH reserves ownership of each item delivered until all payments under the respective order have been received.

The goods shall thus remain under our sole and unlimited ownership until the full amount of the invoice has been paid in its entirety. The Customer shall not acquire pro rata ownership or ownership over individual items by virtue of any partial payments.

In the event of a payment default or the initiation of insolvency proceedings against the assets of the customer, in particular in the case of initiated restructuring or bankruptcy proceedings, or in the event of rejection of an application for insolvency proceedings due to a lack of sufficient assets to cover costs, the Supplier reserves the right to reclaim the delivered goods at the customer's expense at any time, even if the goods are in use.

The right of Ringer GmbH to make use of the retention of title and to reclaim the delivered goods shall be independent of whether Ringer GmbH have already declared their withdrawal from the

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contract. The orderer shall insure the delivery goods against fire, water and other damages at their own expense until the capital, interest and costs have been paid in full.

In the event of inclusion of the delivered goods in an inventory of distrainable goods or of the attachment thereof, the orderer shall immediately inform Ringer GmbH of the name and the precise address of the applicant or claimant as well as of their representatives, the court case number, the amount of the claim of the applicant and the date of the auction.

A judicial seizure of the delivered goods by the Supplier shall not nullify the retention of title.

The transport of rented goods to a location other than that specified in the rental contract shall require the written consent of Ringer. All costs incurred by Ringer through the transport of the rented goods to another location shall be borne by, and invoiced to, the orderer.

9. Right of RINGER GmbH to withdraw from the contract:

Should it become known to Ringer GmbH, following the conclusion of the purchase contract, that the orderer is in an unfavourable financial situation, Ringer GmbH shall be entitled to demand a guarantee for the service provided in return, or to withdraw from the contract, taking into account the expenses incurred by Ringer GmbH, irrespective of whether the orderer's unfavourable financial situation already existed at the time of the conclusion of the contract or occurred at a later date.

10. Binding nature of the contract:

In the event that individual provisions of the contract become invalid, the contract shall remain binding in all other respects.

11. Withdraw by the orderer:

Cancellations of orders by the orderer are subject to the express approval of Ringer GmbH and shall only be accepted in exceptional cases.

In the event that a cancellation of order is approved by Ringer GmbH, the buyer withdrawing from the contract shall, in any case, pay a cancellation fee equal to 20% of the purchase price and reimburse Ringer GmbH for any additional expenses and damages incurred.

12. General provision:

12.1 All liabilities arising from a legal transaction concluded with Ringer GmbH shall be borne jointly and severally by the contractual partners of the latter as well as by any legal successors of the contractual partners.

12.2 All legal transactions concluded with Ringer GmbH shall be governed exclusively by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules of private international law.

12.3 For disputes arising from or in connection with a legal transaction concluded with Ringer GmbH, the district court of Vöcklabruck is agreed as the court of jurisdiction.

12.4 The customer undertakes to keep confidential all contents of the contracts concluded and/or to be concluded with Ringer GmbH. This non-disclosure obligation shall continue to apply after termination of the contract and after the discontinuation of contract negotiations.

12.5 The following shall apply to rented goods: Ordinary wear and tear resulting from proper use is included in the rental fee. The rented goods must be returned to Ringer in a cleaned state and must meet Ringer's quality criteria applicable at the time of delivery. The orderer shall reimburse Ringer for cleaning expenses if the goods are returned uncleaned or insufficiently cleaned. In the event that rented goods are damaged beyond repair, the orderer shall refund the replacement value of the rented goods according to Ringer's price list applicable at the time of delivery. This compensation shall not confer ownership of the damaged rented goods on the orderer unless a transfer of ownership has been expressly agreed on a case-by-case basis.

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