



GENERAL TERMS AND CONDITIONS

of AHI-Carrier GmbH

Status: 1.1.2025

1 DEFINITIONS OF TERMS

AHIC: AHI-Carrier GmbH.

GTC: These General Terms and Conditions of AHIC.

Customer: AHIC's contractual partner and/or anyone who has a pre-contractual relationship with AHIC.

2 SCOPE OF APPLICATION

- 2.1 **Comprehensive application of the GTC:** These GTC shall apply to all contracts, offers, deliveries and services of AHIC with or to the customer.
- 2.2 **Priority of the contract / ÖNorm B2110:** If the parties conclude a written contract, the provisions of the contract shall take precedence over these GTC. In this case, these GTC shall only apply to those points that are not regulated in the contract. The applicability of ÖNorm B2110 is agreed on a subsidiary basis.
- 2.3 **More favourable provisions:** AHIC is free to invoke more favourable statutory law (in its opinion) or more favourable provisions of ÖNorm B2110 in addition to the provisions of these GTC.
- 2.4 **No consumers:** These GTC only apply to business customers.

3 WRITTEN FORM, AMENDMENT OF THE GTC

- 3.1 **Conditions of the customer:** General terms and conditions, purchase terms and conditions or general terms and conditions of the customer deviating from these GTC shall only be effective if they are expressly recognised by AHIC in writing. Even acts of fulfilment of the contract or the acceptance of payments by AHIC shall not be deemed as consent to contractual terms deviating from these GTC.
- 3.2 **Amendment of the GTC only in individual cases:** Agreements deviating from or supplementing these GTC shall only apply to the respective legal transaction, but not to other legal transactions, in particular not to follow-up transactions.

4 OFFER AND ACCEPTANCE

Offers (orders) from customers shall not be deemed accepted until they have been confirmed in writing by AHIC or actually executed in full. Mere confirmations of receipt shall not constitute acceptance of the offer (order). Offers (orders) from customers may be accepted by AHIC within one month of receipt. The customer shall be bound by his offer (order) for this period.

5 AHIC FEE, FEE ADJUSTMENTS

- 5.1 **Prices quoted:** Unless otherwise stated, AHIC's prices are quoted in euros and are net excluding value added tax. Value added tax will be charged additionally. Prices are "ex works" or "ex warehouse", excluding packaging, loading and shipping costs. Unless expressly stated otherwise, prices are not all-inclusive prices.
- 5.2 **Remuneration for services and contractual work:** Unless otherwise agreed, AHIC's services and contractual work (assembly, commissioning, repair, maintenance, etc.) shall be invoiced on a time and material basis in accordance with the following provisions:
 - a) the working time spent in accordance with the agreed rates or, if no agreement has been reached, in accordance with AHIC's currently valid rates;
 - b) Waiting times are regarded as working time; travelling times are regarded as working time insofar as they are to be remunerated as working time in accordance with labour law regulations;
 - c) the material used at the agreed prices or, if no agreement has been made, at the prices according to AHIC's price list valid at the time of conclusion of the contract;
 - d) the necessary expenses, in particular travelling expenses, transport of luggage, tools and small materials.
- 5.3 **Adjustment of the fee for target obligations (except for purchase contracts):** AHIC is entitled to adjust the

agreed fees for target obligations (commissioning, installation, repair, etc.; except for purchase contracts) if changes of at least 5% (whereby the rate of change is fully taken into account when the limit value is reached) have occurred between the conclusion of the contract and the provision of the service with regard to the following costs:

- a) labour costs by law, regulation, collective agreement, works agreements; or
- b) other cost factors necessary for the provision of services (e.g. material costs, raw material prices, exchange rates).

The adjustment is made on a percentage basis to the extent that the production costs at the time the contract is concluded change compared to the production costs at the time the service is rendered.

- 5.4 Adjustment of the fee for continuing obligations:** The fee for continuing obligations (maintenance contracts, service contracts, etc.) is index-linked. The value is secured in accordance with the change in the consumer price index CPI 2020. The base figure is the index figure for the month in which the contract is concluded. Fluctuations in the index of up to 5% are not taken into account. If the 5% limit is exceeded, the entire change in value is taken into account in full. The new index figure forms the basis for the calculation of any further overruns. AHIC is entitled to adjust the index each time the limit is exceeded. AHIC may also retroactively assert claims arising from the value adjustment within the limitation period.

6 DUE DATE, TERMS OF PAYMENT, OFFSETTING

- 6.1 Terms of payment:** All payments are due free of charge and - unless otherwise agreed - without deduction (e.g. cash discount) within 14 days of the invoice date.
- 6.2 Expiry of discounts:** If the payment deadline is exceeded, even if only in respect of a single instalment, any benefits granted (discounts, rebates, etc.) shall be forfeited and added to the invoice or charged subsequently.
- 6.3 Prohibition of set-off:** The customer shall only be entitled to set-off against AHIC's claims to the extent that its counterclaims have been established by a court or recognised by AHIC. In all other cases, the customer shall not be entitled to set-off.

7 REPLACEMENT OF COVER AND LIABILITY RESERVES

AHIC may provide a bank guarantee for the redemption of cover and liability retentions. In this case, the customer is obliged to pay the cover or liability retention amount.

8 DETERIORATION OF THE CUSTOMER'S LIQUIDITY AND/OR ASSET SITUATION

- 8.1 Advance payments and securities in the event of deterioration of the customer's liquidity and/or financial situation:** If circumstances come to light after conclusion of the contract according to which the customer's liquidity and/or financial situation has deteriorated significantly (this is to be assumed in particular if the customer fails to make payments to AHIC on time), AHIC shall be entitled to demand an appropriate advance payment or other suitable security (e.g. bank guarantee) before commencing the provision of services or, if this has already commenced, before continuing the provision of services. This shall also apply if an advance payment or security has already been agreed, but AHIC deems it insufficient due to circumstances arising after conclusion of the contract (see above).
- 8.2 AHIC's right to withdraw from the contract:** Should the customer fail to make the down payment or provide the security in due time, AHIC shall be entitled to withdraw from the contract or from its outstanding partial services by setting a 14-day grace period. AHIC shall be entitled to assert claims against the customer, in particular claims for damages and non-fulfilment, despite withdrawal.
- 8.3 Invocation of statutory law:** AHIC is at liberty to invoke § 1170b ABGB in addition to this GTC provision.

9 AHIC SCOPE OF SERVICES, PRODUCT FEATURES

- 9.1 Product characteristics owed:** AHIC owes those product characteristics which are stipulated in the contract or agreed specifications. If values or key figures have been agreed for the Product, these values or key figures shall always relate to those values or key figures which the Product achieves under standard conditions in a laboratory at the production plant. AHIC is therefore not obliged to achieve these values or key figures on site (at the place of installation) (and AHIC cannot guarantee this due to the fact that surrounding installations or their planning are not part of AHIC's scope of services). However, AHIC offers customers factory acceptance tests (FAT) against payment, in which the values or key figures can be verified under standard conditions in a laboratory at the production plant.
- 9.2 Delivery of goods:** Unless expressly agreed otherwise, Incoterm DAP (Delivered At Place - unloaded) shall apply.
- 9.3 Disposal:** The customer must arrange for the proper and environmentally friendly disposal of old materials (in particular coolants, oils or other substances as well as systems and devices or parts thereof, etc.).

- 9.4 Authorisations and approvals:** The customer shall obtain the necessary authorisations and permits for the operation of the products supplied by AHIC itself and at its own expense.
- 9.5 Minor changes to services:** Reasonable, objectively justified and minor changes to the performance of services by AHIC shall be deemed approved in advance.
- 9.6 Partial deliveries:** Objectively justified partial deliveries and services (e.g. according to system size, construction progress, scope of delivery, etc.) are permitted and can be invoiced.

10 SUBCONTRACTOR

AHIC is authorised to commission subcontractors with the provision of services at its discretion.

11 OBLIGATIONS OF THE CUSTOMER TO CO-OPERATE

11.1 Demonstrative list of duties to co-operate: In the course of the provision of services by AHIC, the customer shall be subject in particular to the following obligations:

- a) The customer shall create all structural and operational conditions that enable AHIC to work in a timely, unhindered and safe manner in accordance with AHIC's Environmental, Health and Safety regulations/standards;
- b) Production of all agreed on-site services;
- c) the place of performance must be prepared by the customer in such a way that AHIC can provide its services without dismantling and demolition work;
- d) the customer shall, at his own expense, provide specialist services (e.g. bricklaying, carpentry, electrical, plumbing and similar work) and assistance (equipment, scaffolding, etc.) in good time, insofar as they are necessary for the fulfilment of the service but are not part of AHIC's scope of services;
- e) the customer must establish the usual necessary conditions (e.g. lighting, heating, water and energy, connections for drainage pipes) at the place of performance free of charge;
- f) the customer must provide lockable or guarded rooms at the place of performance or in its immediate vicinity in which equipment, tools and personal belongings of the personnel can be stored;
- g) the customer must provide protective clothing and equipment that are required due to special circumstances and are not customary for AHIC;
- h) all plant and machinery must be provided by the customer in a condition ready for immediate use;
- i) the customer shall provide the necessary information on the location of concealed power lines or similar installations as well as the necessary static information without being requested to do so before the start of the performance of the service; the same shall apply to other special features and dangers which are not obvious to AHIC;
- j) the customer must inform AHIC in good time and in full of any environmental, health and safety hazards that threaten or could threaten during the execution of the work and ensure that these hazards are eliminated or reduced by taking the necessary measures and precautions.

11.2 Consequences of breach of the duty to co-operate: If the customer fails to fulfil its obligations to cooperate, in particular those pursuant to point 11.1 AHIC shall be entitled to suspend the commencement or further performance of the service affected by the breach of duty. In this case, AHIC shall not be in default. The waiting times arising in connection with the delayed commencement or continuation of the service shall constitute working time for which AHIC shall be entitled to charge; unless otherwise agreed shall apply clause 5.2.

12 DELIVERY DATES AND PERFORMANCE DEADLINES

12.1 Agreement of delivery dates and performance deadlines: Delivery dates and performance deadlines must be agreed. A date specified in months refers to the last day of a month, unless otherwise specified. A date specified in calendar weeks refers to the (last) Friday of the specified calendar week(s), unless otherwise specified. The agreement of delivery time and date is subject to the condition that the services to be rendered by AHIC at the customer's premises can be carried out in a continuous working process during normal working hours (Mon - Thu 8.00 a.m. to 5.00 p.m. CET, Fri 8.00 a.m. to 12.30 p.m. CET).

12.2 Change of delivery dates and performance periods: If, after conclusion of the contract, the customer requests performance within a shorter period of time or at times outside normal working hours (8 a.m. to 5 p.m. CET), this shall constitute an offer to amend the contract; AHIC shall not be obliged to agree to this. If AHIC agrees and nothing else has been agreed, AHIC shall be entitled to charge the additional expenses incurred as a result of the contract amendment (e.g. costs for additional or overtime, higher material costs due to faster procurement or larger/different scope of services) in accordance with clause 5.2 and to invoice the same.

12.3 Prerequisites for the commencement of the delivery or performance period: The commencement of the delivery and performance period is subject to the following prerequisites,

- a) clarification of all essential technical questions relating to performance and delivery;

- b) all instructions from the customer regarding circumstances that are still to be individualised or defined by the customer; and
- c) the provision of all necessary documents, authorisations, approvals, plans, etc. by the customer, insofar as these are necessary for the provision of services and delivery by AHIC;

If one of these conditions is not met initially or at a later date, the delivery and performance period shall be extended by the period of the hindrance plus a reasonable start-up time and agreed delivery and completion dates shall be postponed accordingly.

12.4 Amendment or supplement to the order: If, after the order has been placed, the order is amended or supplemented by mutual agreement for whatever reason, the delivery and performance period shall be extended by a period of time plus a reasonable start-up time appropriate to the amendment or supplement, and agreed delivery and completion dates shall be postponed accordingly.

12.5 Force majeure: Delays in performance due to force majeure or due to unforeseeable circumstances for which AHIC is not responsible, such as in particular operational disruptions, strikes, lockouts, lack of means of transport, difficulties in procuring raw materials, official orders, late delivery by suppliers, blocking of trade routes or other circumstances which make contractual performance impossible or unreasonably difficult for AHIC shall not constitute a delay on the part of AHIC. An agreed performance period shall be extended by the period of the hindrance plus a reasonable start-up time and agreed completion dates shall be postponed accordingly.

13 ASSUMPTION OF WORK CONTRACTS AND SERVICES BY THE CUSTOMER

13.1 Formal acceptance: The customer shall be obliged to formally accept the work contract and services of AHIC (e.g. assembly, commissioning, service, repair) within 30 days as soon as AHIC has notified the customer of the completion of the service and requested acceptance. Acceptance shall be deemed to have taken place upon expiry of the deadline if the customer has not accepted the service after being requested to do so without giving reasons.

13.2 Transfer of risk: The risk shall pass to the customer and the warranty periods for AHIC's contracts for work and services (e.g. assembly, commissioning, service, repair) shall commence upon acceptance in accordance with the point above. The risk for materials and equipment delivered by AHIC and stored or assembled at the place of performance shall be borne by the customer.

14 RIGHTS OF THE CUSTOMER IN THE EVENT OF DEFAULT BY AHIC

In the event of default in the fulfilment of the contract by AHIC, the customer shall be entitled to withdraw from the contract after setting a reasonable grace period. The grace period shall be set in writing, addressed to AHIC's management, with a simultaneous threat of cancellation. The grace period must be reasonable, but must in any case be at least 4 weeks.

15 DEFAULT OF ACCEPTANCE BY THE CUSTOMER

15.1 Duty of acceptance: The customer shall be obliged to accept AHIC's services and goods on the agreed date, otherwise the customer shall be in default of acceptance. Default of acceptance shall also include, in particular, a breach of the customer's duty to co-operate pursuant to Section 11.

15.2 Consequences of breach of the acceptance obligation: The following applies in the event of default of acceptance:

- a) the AHIC fee is due for payment;
- b) AHIC shall be entitled to store the goods at the customer's expense and risk; and
- c) AHIC is entitled (in addition to the above points) to withdraw from the contract or outstanding partial services after setting a reasonable grace period.

Further claims of AHIC resulting from the customer's default of acceptance shall remain unaffected.

16 GUARANTEE

16.1 Start of the warranty period: In the case of purchase contracts, the warranty period shall commence upon delivery of the goods to the customer (not upon installation or commissioning, even if AHIC is commissioned to do so). In the case of contracts for work and services, the commencement of the warranty period shall be determined in accordance with Section 13.

16.2 Condition for the extension of the warranty period: If the warranty period is extended by individual contract, this extension of the warranty period shall always apply (even without express mention) only on condition that AHIC carries out the commissioning and (cumulative condition) AHIC is commissioned with the maintenance for the period of the (also extended) warranty period. The extended warranty period shall also end when AHIC ceases to perform maintenance.

16.3 Proof of defects: To the exclusion of § 924 ABGB, the customer must prove that the defects claimed by him

were already present at the time of handover.

- 16.4 Attempts to remedy the defect:** AHIC shall be granted a reasonable number of attempts to remedy the defect, but at least two, depending on the size and complexity of the defect.
- 16.5 No acknowledgement:** Remedies or attempts to remedy a defect alleged by the customer shall not constitute an acknowledgement by AHIC of the defect alleged by the customer.
- 16.6 Incorrect allegations of defects:** If the customer's allegations of defects are unjustified, the customer shall be obliged to reimburse AHIC for the expenses incurred in establishing the absence of defects or rectifying the defect. In this case, AHIC's fee shall be calculated in accordance with clause 5.2.
- 16.7 Further processing or use of the defective item:** The customer must immediately cease any use or processing of the defective object of performance which threatens further damage or makes it difficult or impossible to determine the cause.

17 AHIC'S RIGHT OF RETENTION IN THE EVENT OF LATE PAYMENT

Without prejudice to its other rights, AHIC shall be entitled to withhold outstanding services or partial services under the contract or other similar contracts arising from the business relationship with the customer until full payment of the remuneration in the event of the customer's default in payment.

18 RETENTION OF TITLE

AHIC retains title to goods delivered by it and installed items (including spare parts) ("**Reserved Items**"); this shall also apply until all obligations arising from the current business relationship have been fulfilled. The resale of reserved items is permitted. In this case, the customer's purchase price claim shall be deemed assigned to AHIC already now. Until full payment of the remuneration or purchase price, the customer shall note this assignment in his books and on his invoices and inform his debtors of this assignment. Upon request, the customer shall provide AHIC with all documents and information required to assert the assigned claims and receivables.

19 COMPENSATION FOR DAMAGES

- 19.1 Intent and gross negligence:** Outside the scope of application of mandatory statutory provisions, AHIC shall only be liable for breach of contractual or pre-contractual obligations for property damage and financial loss in cases of intent or gross negligence.
- 19.2 Exclusion for individual types of damage:** AHIC shall not be liable for loss of profits, loss of contracts, impairment of use, loss of data, downtimes due to delays in delivery or (generally) consequential or indirect damage, even in the event of gross negligence.
- 19.3 Limitation of liability:** AHIC's liability for negligence is limited to EUR 100,000 in all cases.
- 19.4 Limitation period for claims for damages:** Claims for damages must be asserted by the customer in court within 6 months of becoming aware of the damage and the party causing the damage (subjective limitation period). In addition, claims for damages expire in any case within 3 years from the occurrence of the damage (objective limitation period). The occurrence of the primary damage is decisive in each case.
- 19.5 Exclusion of liability for certain causes/circumstances:** AHIC's liability is - for the avoidance of doubt - excluded for damage caused by:
- improper handling or storage;
 - Overuse;
 - Non-compliance with operating and installation instructions;
 - Manipulations (including assembly, commissioning, maintenance and servicing) of the goods that have taken place without AHIC's supervision;
 - natural wear and tear;
 - the omission of necessary maintenance.
- 19.6 Extended effect of the limitation of liability:** Limitations and exclusions of AHIC's liability also include claims against employees, representatives and vicarious agents of AHIC due to damage caused to the customer by the aforementioned without reference to a contract between them and the customer.

20 CONTRACT DURATION FOR CONTINUING OBLIGATIONS

- 20.1 Limited in time:** If it is a continuing obligation (e.g. maintenance contract) and nothing else has been agreed, contracts are concluded for a fixed term of one year from the conclusion of the contract.
- 20.2 Automatic renewal:** The contract is renewed for a further year unless it is cancelled by one of the parties with a notice period of 3 months to the last day of each contract year.

21 INTELLECTUAL PROPERTY

- 21.1 Reservation of intellectual property:** Plans, sketches, cost estimates and other documents provided by AHIC or created by AHIC's contribution shall remain the intellectual property of AHIC. The use of such documents outside the intended use, in particular the passing on, duplication, publication and making available, including copying in extracts only, shall require the express consent of AHIC.
- 21.2 Confidentiality:** The customer undertakes to maintain confidentiality vis-à-vis third parties with regard to the knowledge obtained from the business relationship.
- 21.3 Indemnification and defence:** If the customer provides technical specifications or designs, he shall indemnify and hold AHIC harmless against all claims asserted against AHIC by third parties due to the infringement of industrial property rights or copyrights.

22 MISCELLANEOUS

- 22.1 Place of jurisdiction:** The exclusive place of jurisdiction for all disputes in connection with the contract and its performance shall be the court having subject-matter jurisdiction for 1010 Vienna (Austria). However, AHIC shall also be entitled to sue the customer at any other place of jurisdiction arising from the law.
- 22.2 Place of fulfilment:** The place of fulfilment is Vienna.
- 22.3 Applicable law:** The legal relationship between the parties shall be governed exclusively by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and national and international conflict of laws rules.
- 22.4 Severability clause:** Should provisions of these GTC be or become invalid or unenforceable in whole or in part, the remaining provisions shall remain unaffected. Ineffective or unenforceable provisions shall be replaced by legally effective and enforceable provisions that come as close as legally possible to the economic effect of the ineffective or unenforceable provisions in accordance with the meaning and purpose of these terms and conditions. This also applies in the event of any contractual loopholes.
- 22.5 Changes to the customer's business address:** The customer is obliged to notify AHIC of any changes to his business address as long as the legal transaction which is the subject of the contract has not been completely fulfilled by both parties. If such notification is omitted, declarations shall be deemed to have been received even if they are sent to the customer's last known address.