

# General contract, sales and delivery conditions

1) We exclusively provide our deliveries and services based on the following General Business Terms. Any deviating Terms and Conditions or any general or particular terms and conditions of Contractual Partners, all kinds of special agreements are considered binding only only by prior written agreement.

These General Conditions of Sale and Delivery are at all times applicable to all our legal acts remain in force even in the case of any invalidity in law relating to individual provisions.

These general terms and conditions shall apply to all legal transactions, in case of consumer business within the meaning of the Consumer Protection Act, these Terms and Conditions shall be valid, as long as the regulations of this law remain unaffected by them.

2) Our offers are non-binding if no special arrangements have been made. If a contractual partner places an order with us, we are only obliged - regardless of our previous actions - if we send a written order confirmation to the contractual partner or if we actually carry out the fulfillment

The prices are always based on the production costs on the day of the offer.

Should price changes in the material costs or increases in the labor costs arise as a result of legal or collective bargaining regulations, the proportional offer costs increase accordingly. Unless expressly agreed otherwise, the prices are to be understood as prices ex works. Shipping always takes place - even with free delivery - at the risk of our contractual partner

We have fulfilled our delivery obligation a) for delivery ex works: with the notification of readiness for dispatch; b) in the case of delivery with agreed delivery: with the dispatch of the goods (handover to the forwarder or transport company); c) for delivery with installation: upon completion of the installation work that we have to do. The work carried out must be accepted within 8 days after we have informed our contractual partner of the completion, or are then considered to have been accepted.

3) Our cost estimates are generally non-binding; they are only an invitation to the contractual partner to submit an offer. Unless otherwise agreed, their creation is free of charge, provided that our contractual partner does not use the cost estimate contrary to the intended use. Services that go beyond the usual scope of a cost estimate, such as planning work, construction plans, travel, etc. are in any case billed according to our usual calculation principles. When preparing cost estimates, we do not have to take account of order-specific circumstances that have not been disclosed to us. Our contractual partner is obliged to inform us comprehensively about all circumstances that influence the extent of the labor input and the costs. All commercial and technical documents created or handed over by us remain our property. Any publication, distribution and other use of such documents may only take place with written consent; in particular, such documents may not be made available to third parties. We are free to get all documents at any time without giving reasons to demand the costs of our contractual partner. In the case of production based on information, drawings or models of the contractual partner, the latter is fully responsible for damage and legal consequences in terms of patent and model law, as well as the correctness of the construction.

4) After determining dimensions for construction projects that have not yet been carried out and where the natural dimensions cannot be determined, the contracting partner is solely responsible for the correctness of the dimensions. Until these have been confirmed by him, we cannot begin with the execution work. In the case of a change in the number of items compared to the offer or a change in the execution compared to the plans on which the offer is based, the resulting additional or reduced costs are borne by or in favor of the contractual partner. However, we are obliged to inform the contractual partner of price increases within 14 days.

5) If the contractual partner is absent on the delivery date or is in arrears with the necessary arrangements for the delivery, the service or delivery is deemed to have been taken over by him. This also applies to partial deliveries. If a service or delivery is delayed due to circumstances beyond our control, such as force majeure or disabilities in our production or in the production of our subcontractors, such as strikes, disasters, illness, machine breakdown or the recruitment of skilled workers etc. the service or delivery time accordingly, even without our separate declaration, without being responsible for the consequences of any kind of delay. Even if we should already be in default on our part. However, we have to inform our contractual partner immediately of the delay in delivery. If we are responsible for the delay, the contractual partner can only demand fulfillment with a grace period of 1 month or withdraw from the contract in the case of marketable goods and culpable failure to do so. This declaration must be given in writing by the contractual partner, absolutely and definitely, when the grace period is set. Other claims under whatever title are excluded, as well as a withdrawal of the contract partner for custom-made products, unless we were responsible for the withdrawal intentionally or through gross negligence. In any case, we can trigger the service or delivery without clarifying the consequences of the clarification of

subsequently arising open questions, from the availability of all necessary aids (e.g. models, drawings, drafts, etc.), from the fulfillment of all technical requirements, but also from the receipt of conditional down payments, make dependent on the timely payment of other claims and, in the event of impending deterioration in the economic situation of the contractual partner, on the performance of additional advance payments or provision of other suitable collateral.

**6)** The contractual partner must ensure that (official) permits, third-party permits as well as reports to the authorities are obtained at his own expense.

**7)** Unless otherwise agreed in writing, we are entitled to make partial and preliminary deliveries and to issue corresponding partial invoices for them. If the contractual partner does not accept the contractual goods or services at the right place or at the right time, we can also withdraw from the contract by setting a reasonable grace period. The contractual partner is liable for all damage incurred. In the event of imminent danger, we can "exploit" the goods "at the best" on the account of the contracting party without becoming liable to pay compensation to the contracting party. We can also carry out storage with third parties at the expense of the contractual partner.

**8)** Unless otherwise agreed in writing, 30% of the order amount is payable upon acceptance of the order, 30% upon notification of the willingness to perform and the rest immediately after acceptance and invoicing. Payments by check or bill of exchange are only made on account of payment. All expenses and bank commissions in connection with transfers as well as the creation or redemption of bills of exchange or checks are borne by the contractual partner. In the event of a bill protest or recourse or failure to pay a due invoice all invoices are due immediately, regardless of any agreed payment terms, without the need for an express due date. The same applies in the event of a material deterioration in the contractual partner's financial situation.

**9)** Delay in payment occurs automatically without further request. In the event of a delay in payment, all claims of the contractual partner that have already arisen or are possible in the future from agreed contractual penalties expire. In the event of a delay in payment, default interest of 5% above the respective discount value of the Austrian National Bank is to be paid to us. The retention of payments due to warranty claims or other counterclaims by the contractual partner are not permitted unless we have expressly recognized them or the claim has been legally established by a court. Until full payment of the invoice amount, including interest, costs and expenses, as well as until all other current and future financial obligations of the contractual partner in connection with the delivery, as well as on the basis of all other deliveries and services, the delivered goods remain, even if they have already been assembled and installed, in our unlimited ownership. The contractual partner has to take all actions at his own expense, which are necessary depending on the storage location for the justification or the retention of title. A sale or pledge of the reserved goods is only permissible with our express written consent, whereby the contractual partner must inform his customers of our retention of title. Irrespective of this, the contractual partner hereby irrevocably offers to transfer all claims arising from this to us for our satisfaction in the event of the resale of these goods. We can accept this assignment offer at any time without time limit. All related fees and costs are to be borne by the contractual partner. Until the complete fulfillment of all financial obligations, the contractual partner is furthermore not entitled to process or process the delivered goods or to combine them with other items. Otherwise we are entitled to sole ownership of the items resulting from the processing, processing and connection. In the event of attachment or other use of the delivered goods, the contractual partner is obliged to notify us and to take all measures to safeguard our property right at his own expense. If the reserved goods are from us separated, we can carry out storage at the expense and risk of the contractual partner. This has to reimburse us all expenses in connection with the assertion of the retention of title.

**10)** Unless special agreements have been made, a warranty period of 6 months for movable and 3 years for immovable items applies from the transfer of risk. For damage caused by third party fault, as well as for damage due to wear and tear, inadequate maintenance, incorrect and improper use or storage outside of the normal operating conditions no liability is assumed by us under normal operating conditions. For all supplied third-party products, only the guarantee is assumed that the producers of these articles accept. Visible defects or missing parts are otherwise immediately excluded, but at the latest within 8 days after the start of the warranty obligation, hidden defects within 8 days of their discovery, upon receipt by us, by registered letter with immediate cessation of any processing, otherwise the goods as unconditionally accepted without defects. If the contractual partner remedies a defect within the warranty period, we will only pay for the resulting costs if we have given our prior consent. In all cases, our liability for defects only includes the elimination of the defect for which we are responsible and excludes further claims of the contractual partner. An extension of the original warranty period does not occur due to a correction of the defect. The repair or replacement must be announced by us at least 5 days in advance. If the contractual partner is not present at this date for reasons for which he is responsible, or if

he makes it difficult to repair or replace the goods or makes them impossible, this shall be considered as waiving the warranty claims.

**11)** In the case of compensation, we are only liable for intent or gross negligence. Liability for slight negligence is excluded, as well as compensation for consequential and pecuniary damage from the profit received, loss of interest and damage from third party claims against the contract partner. In the event of gross negligence, liability is in any case limited to 10 times the net invoice amount of the delivered goods causing the damage. If our conditions for assembly, commissioning and use are not met, any compensation is excluded.

**12)** Unless mandatory provisions conflict with this, liability for damage in accordance with the Product Liability Act and other comparable standards, regardless of the legal system, is excluded. The contractual partner undertakes to transfer this disclaimer to our respective customers in our favor, to oblige them to continue to the last user and to provide documentary evidence of this.

Claims from the title of product liability are in any case to be borne internally from the contractual partner, so that in the event of our claim being harmless and without complaint hold. We accept no liability for products or product information that are placed on the part of the contractual partner. In the course of placing our products on the market, the contractual partner must ensure that the process of transfer can be demonstrated, in particular with regard to the name and address of the purchaser, the type of product and the date of purchase. The contractual partner is further obliged to keep his employees up to date demonstrably to be informed about all information and instructions that we supply with our products, as well as about legal regulations and sovereign orders.

**13)** The place of performance and jurisdiction is Graz, Austrian law is applicable

**14)** In the course of EDP, all data of the contracting parties relevant for the business relationship are stored taking into account the data protection law.

**15)** Otherwise, all our deliveries are subject to the relevant Ö-Norms, which are to be assigned to the services, in the absence of which DIN, provided these general contractual, sales and delivery conditions are not sufficient.

#### **16) Terms and Conditions Glass**

The calculation of the dimensions relevant for price determination is based on customary practice. The provisions of the applicable standards and glazing guidelines apply to glazing of windows and window walls, partitions, roof glazing and wall claddings made of glass. Deliveries are made in standard commercial quality. The tolerances claimed by the delivery values with regard to the thickness, other dimensions as well as the errors, color and structure differences, etc. are also considered to be approved by the customer. It applies to consumers that the entrepreneur can unilaterally change or deviate from a service to be provided if this change or deviation is reasonable for the consumer, especially because it is slightly and objectively justified, provided that this has been negotiated with the consumer in detail. It is pointed out that differences in color and structure in flat glass are production-related. In particular, they cannot be excluded in the case of subsequent deliveries and repairs and therefore do not constitute a defect. Any function values given are details of our suppliers for the respective products, e.g. Sound (dB), heat (U), sun protection (g) - these refer to measurement results of window formats and structures according to the EN, Ö- or DIN standard or based on calculated or empirical values. Only documented with test certificates structures are considered to be measured. We are not liable for the correctness of this functional information from our suppliers. Interference phenomena on insulating glass, barometric double-pane effects, anisotropies in ESG / TVG, condensation on the outer surfaces of insulating glass and any rattling noises that may occur with rung insulating glass are not defects that justify a complaint. We expressly point out that glass

is basically a fragile material. Depending on the type and application, broken glass can lead to serious injuries. The technical properties of glass can be improved according to requirements in various safety versions, each defined by the designation. There is no such thing as unbreakable glass. With ESG (single-pane safety glass) and TVG (partially toughened glass) there is the possibility of spontaneous fractures due to the inclusion of nickel sulfide. This risk can be reduced by performing an HS test (Heat Soak Test - as a result of ESG-H), but it cannot be excluded. The Kollegger Metallbau GmbH accepts no liability for such spontaneous breaks. The HS test is recommended for ESG glasses, we are happy to offer this HS test at the request of the client. The glass structures contained in our offers refer to the standards and guidelines applicable in Austria, we do not carry out static pre-dimensioning.

#### **16.1 Guarantee declaration for insulating glass**

The manufacturer of the insulating glass guarantees for a period of 5 years - calculated from the time of delivery from the manufacturer's factory - that there is no such thing between the panes is always a type of fitting that impairs proper viewing. This guarantee only obliges to replace the defective insulating glass elements free of charge. Glazing out defective insulating glass elements and glazing in the replacement elements are at the expense of the customer. This does not limit statutory warranty claims. We undertake to comply with the glazing regulations for insulating glass production and the work to be carried out for a reasonable fee. A prerequisite for the above warranty services is that the customer ensures that the frame and the sealing material are properly serviced and maintained.

## **16.2 Delivery and transfer of risk / glass**

The shipping method agreed with the client applies. Was no other shipping method agreed, we deliver ex works. The risk, in particular the risk of glass breakage, is transferred to the customer when the customer picks it up. If the goods are not being delivered by our own vehicles, shipping is generally at the risk of the recipient. With the loading and delivery of the shipment to the carrier, the risk is transferred to the customer. If we have agreed to deliver the goods to the client and / or assemble the goods by us to the client, the risk is transferred as soon as the assembly completed by our staff. If the order does not have a special note, the delivery is generally not insured. At the request of the client, we cover transport and breakage insurance at the expense of the recipient. Returns are at the expense and risk of the customer, unless otherwise agreed. The delivery dates agreed with the client are kept as far as possible, but are always non-binding. During production, due to production-related failures as well as breakage, deliveries can be delayed. We accept no liability for delays in delivery and consequential costs, such as penalties, scaffolding or crane costs, and reject them. The work is basically to be taken over from completion. If there is no formal takeover, due to lack of justified objections from the client, the work is deemed to be undertaken within 3 days of completion if the client was notified of the completion or, due to the circumstances of the case, the client had to be aware of the work. After assuming the service within the meaning of this agreement, all risks and storage costs are borne of the client. Even with partial delivery, the entire risk for these is transferred to the customer. This also applies to sub-areas of larger projects, insofar as work has to be carried out in construction phases.

## **17) Subcontractor**

### **17.1 Contractual basis**

#### 1. Legal components:

- the order letter
- the offer of the contractor
- the general terms of contract
- Work drawings
- Business and delivery conditions of the subcontractor are not part of it.

#### 2. Technical components:

- Specifications, specifications, plans, samples
- the general technical regulations for construction work
- the construction schedule

### **17.2 Compensation**

1. The contract prices are fixed prices.
2. The prices include everything that is necessary for the proper, complete and punctual execution of the service, as well as all costs that are incurred to fulfill the contractual obligation of the subcontractor.
3. Subsequent material price increases or other cost increases do not lead to a change in the agreed remuneration.

### **17.3 Execution**

1. At the request of the client, the subcontractor must keep a construction diary and submit it to the client.
2. The subcontractor is responsible for the accommodation and transport of workers and building materials.
3. The subcontractor must check the documents handed over to him for the execution of his work immediately upon receipt in all points, especially dimensions.
4. The subcontractor must make sure of the state of the construction before the start of the execution in order to determine whether he can bring in his work without risk and subsequent defects. Objections must be made in writing before the start of the execution, provided the causes of the concerns can be identified before the start of the execution.
5. The subcontractor is obliged to use only faultless material for his construction work and to have the work carried out by trained, reliable specialist personnel in accordance with the recognized rules of architecture.

#### **17.4 Obstruction and interruption of execution**

1. The subcontractor must carry out his work in such a way that other contractors involved in construction are not hindered. He must ensure in good time that all necessary coordination and information regarding the technical and time-based work flow is provided.
2. The subcontractor is obliged to immediately notify in writing of any hindrances that call into question the timely execution of his work.
3. The notification must contain all the facts from which the client can determine the reasons for the disability with sufficient clarity. It must contain information as to whether the subcontractor cannot carry out his work, which must now be carried out after the construction process, or not as intended. If necessary, the advertisement must indicate the time at which the subcontractor can carry out this work.

#### **17.5 Warranty**

1. The scope of the guarantee depends on the respective order scope. The Subcontractor assumes in particular that his performance is of the contractually agreed nature, insofar as the quality is not agreed, is suitable for what is otherwise stipulated in the contract, is otherwise suitable for normal use and has a quality that is common for services of the same type and which the general contractor can expect according to the type of service.
2. The subcontractor is obliged to remedy all defects arising during the warranty period that are attributable to his breach of contract, if the general contractor requests this in writing before the warranty period expires.
3. The warranty period begins with the acceptance of the subcontractor service and is 3 years. If defects are reported by the general contractor during the warranty period, a new warranty period with the duration specified above will run from the time of the written notice of defects for the notified services.

#### **17.6 Subcontracting**

The subcontractor is not permitted to subcontract all or part of the order placed with him.

#### **17.7 Insurance**

The subcontractor must take out liability insurance for his services.