

GENERAL TERMS AND CONDITIONS FOR THE EU

1. GENERAL PROVISIONS AND SCOPE

1.1 These General Terms and Conditions of Smarterion Austria GmbH (hereinafter referred to as the "Supplier") apply exclusively to all business relationships between the Supplier and its customers in the version valid at the time of contract conclusion. The current version can be viewed and downloaded at (https://www.smarterion.ch/AGBs/AGB%20EU_EN.pdf).

1.2 Any purchasing terms and conditions of the customer that conflict with or deviate from the Supplier's General Terms and Conditions shall not be recognized unless the Supplier explicitly and in writing acknowledges them. Should the customer not agree with this provision, they must inform the Supplier in writing without undue delay. In the event of a written objection, the Supplier reserves the right to withdraw from all offers and deliveries without the customer being entitled to any claims of any kind.

1.3 Drawings and other documents provided to the customer during contract negotiations are protected by copyright and remain the property of the Supplier. They may only be made accessible to third parties with the Supplier's prior consent. If no order is placed, all provided documents must be returned to the Supplier upon request without delay.

2. OFFERS

2.1 Unless expressly stated as binding, the Supplier's offers are non-binding and constitute an invitation for the customer to submit an offer to the Supplier.

2.2 Binding offers are valid for three months from dispatch unless otherwise agreed in writing.

2.3 All catalogs, specifications, price lists, or similar documents prepared by the Supplier are for informational purposes only and do not constitute an offer. The Supplier believes these documents to be complete and accurate at the time of printing but does not guarantee their error-free nature and assumes no responsibility for damages arising from measurement errors, descriptions, application recommendations based on such documents, or similar issues.

3. CONTRACT CONCLUSION

3.1 A customer's order constitutes an offer to purchase in accordance with these General Terms and Conditions. The contract is only concluded upon the Supplier's written order confirmation. The order confirmation does not require a signature and may be transmitted electronically. A mere acknowledgment of receipt of an offer does not constitute acceptance of that offer.

3.2 Deviations from the Supplier's offer or other customer instructions, such as delivery requests, deadlines, or discounts, are treated as non-binding suggestions and only become part of the contract if explicitly accepted in writing by the Supplier in the order confirmation.

3.3 Delivery dates specified in order confirmations are only binding if expressly confirmed in writing as fixed deadlines. If the order is executed immediately, the invoice or delivery note serves as the order confirmation.

3.4 Order modifications and cancellations must be made in writing and in a timely manner. If the customer agrees on changes to the original offer or order confirmation with the end customer or a contractor, leading to additional costs, the Supplier will notify the customer in writing with a revised order confirmation. If the customer does not object within seven working days of receipt of the revised order confirmation, the newly determined conditions shall be considered part of the contract.

3.5 If the customer includes specific specifications, configurations, or other requirements regarding products and services, their functionality, compatibility with other (non-Supplier-authorized) products or services, or their suitability for a specific purpose in the order, the customer bears sole responsibility for their accuracy, precision, and completeness. The customer guarantees that the information provided to the Supplier is complete, accurate, and truthful and acknowledges that the Supplier may not be able to fully meet obligations or exercise rights under the agreement if incorrect, incomplete, or misleading information is provided.

3.6 If circumstances arise after contract conclusion that make the fulfillment of the contract under the agreed conditions unprofitable or impossible for the Supplier, the Supplier reserves the right to withdraw from the contract.

4. PRICES AND PAYMENT TERMS

4.1 All prices are quoted in euros and are ex-warehouse in Singen, Germany, exclusive of VAT and without standard packaging. Special, modified, or small-scale packaging requested by the customer will be invoiced separately, as will special and express deliveries. The applicable prices are those specified in the respective offer, order confirmation, or agreed price list.

4.2 The Supplier reserves the right to adjust prices for services not yet delivered or rendered after notifying the customer, to reflect verifiable changes in individual cost components (e.g., exchange rate fluctuations, raw material prices, manufacturing costs) exceeding five percent (5%) of the original individual costs.

4.3 Cost estimates are non-binding unless expressly agreed otherwise in writing. Quoted prices are valid only for the full quantity offered and within the offer period.

4.4 For items subject to disposal regulations, the applicable disposal fee will be charged.

PAYMENT TERMS

4.5 Payment must be made within 30 days of receipt of a legally compliant invoice without deduction to a separately designated Supplier account. The date of crediting the Supplier's account is decisive for compliance with the payment deadline. The customer agrees to receive invoices electronically in PDF format via email.

4.6 For partial deliveries or services, the Supplier is entitled to issue partial invoices.

4.7 Upon expiry of the payment deadline under Section 4.5, the customer shall be in default without further notice. In the event of default, interest of 10% above the base interest rate shall become due. The Supplier reserves the right to claim further damages.

4.8 If the customer's creditworthiness is in doubt, the Supplier reserves the right to demand advance payments or security.

5. DELIVERY TIMES AND DELAYS

5.1 Delivery dates or deadlines that are not expressly confirmed as binding in the order confirmation are non-binding estimates.

5.2 If the Supplier is unable to meet binding delivery deadlines due to circumstances beyond its control (unavailability of performance), the Supplier will promptly inform the customer and provide a new estimated delivery date. If performance remains unavailable within this new period, the Supplier is entitled to withdraw from the contract, with any customer payments refunded.

5.3 The Supplier is entitled to make partial deliveries or services, provided this is reasonable for the customer.

5.4 If the Supplier is in default, the customer may demand lump-sum compensation for delay damages. The lump-sum compensation amounts to 0.5% of the net price (delivery value) for each completed calendar week of delay, up to a maximum of 5% of the delivery value of the delayed goods.

5.5 The Supplier's liability for damages due to delay is limited, unless the delay is due to intentional or grossly negligent breaches by the Supplier or its agents.

6. TRANSFER OF RISK

6.1 The risk of damage or loss of goods passes to the customer once the Supplier notifies the customer that the goods are ready for collection. If the delivery is made to another location at the customer's request, the risk passes upon handover to the carrier or transport agent.

6.2 Loading and shipment are at the customer's risk and cost. Unless agreed otherwise, the Supplier is entitled to determine the method of shipment.

6.3 The Supplier does not take back packaging materials, except for pallets.

6.4 If shipment is delayed due to the customer's request or fault, the Supplier shall store the goods at the customer's cost and risk.

7. RETENTION OF TITLE

7.1 The Supplier retains ownership of the delivered goods until full payment of all current and future claims arising from the purchase contract and ongoing business relationship (secured claims) has been received.

7.2 The customer may not pledge or transfer the goods under retention of title as security before full payment has been made. The customer must immediately notify the Supplier in writing if third parties attempt to seize the Supplier's goods.

7.3 In the event of a breach of contract by the customer, particularly in case of non-payment, the Supplier is entitled to withdraw from the contract and demand the return of the goods. The demand for return does not constitute a withdrawal from the contract unless explicitly declared as such. If the customer does not fulfill their payment obligation, the Supplier may enforce their rights only after setting a reasonable payment deadline or if such a deadline is dispensable under statutory provisions.

7.4 The customer is authorized to resell or process the goods under retention of title in the ordinary course of business. In such cases, the following provisions shall apply.

7.5 The retention of title extends to products resulting from processing, mixing, or combining the Supplier's goods at their full value, whereby the Supplier is considered the manufacturer. If third-party ownership rights remain after processing, mixing, or combining, the Supplier acquires co-ownership in proportion to the invoice values of the involved goods. The same applies to the newly created product as it does to the goods under retention of title.

7.6 The customer hereby assigns to the Supplier all claims arising from the resale of the goods or the products, either in full or in proportion to the Supplier's co-ownership share. The Supplier accepts the assignment. The customer's obligations stated in clause 7.2 also apply to the assigned claims.

7.7 The customer remains entitled to collect the assigned claims alongside the Supplier. The Supplier agrees not to collect the claims as long as the customer meets their payment obligations, is not in default, has not filed for insolvency, and does not exhibit any financial deficiencies. If these conditions are not met, the Supplier may demand that the customer disclose the assigned claims and their debtors, provide all necessary information for collection, hand over relevant documents, and inform the debtors of the assignment.

7.8 If the realizable value of the securities exceeds the Supplier's claims by more than 10%, the Supplier shall release securities of their choice at the customer's request.

8. WARRANTY

8.1 The warranty period is 24 months. Warranty claims require immediate notification of defects and immediate inspection of the goods upon delivery. For transport damages, the relevant provisions of the German Commercial Code (HGB), in particular § 438 HGB, shall apply where applicable. The goods shall be deemed delivered in accordance with the contract unless an externally visible defect or loss is reported immediately or a non-apparent defect within seven days of delivery. Hidden defects must be reported within seven days of their discovery. Failure to provide timely notification makes the customer liable for damages resulting from the Supplier's loss of claims against the carrier.

8.2 Warranty claims do not apply to minor deviations from agreed quality, minor impairments of usability, natural wear and tear, or damage arising after risk transfer due to improper handling, excessive strain, unsuitable operational conditions, or external influences not foreseen in the contract.

8.3 If the customer or third parties improperly modify, install, or repair the goods, the Supplier shall not be liable for any resulting defects.

8.4 If a defect is properly reported and substantiated, the Supplier may, at its discretion, remedy the defect (repair) or deliver a replacement.

8.5 The customer must allow the Supplier adequate time and opportunity for supplementary performance, particularly by providing access to the defective goods for inspection. The Supplier bears costs for transport, labor, and material for justified defect claims. If the Supplier provides a replacement, the defective goods must be returned. If the customer's defect claim is unjustified, the Supplier may charge for the incurred costs.

8.6 If supplementary performance is impossible or unreasonable for the Supplier, is refused under § 439(3) BGB or the EU Directive 1999/44/EC (Consumer Sales Directive), is delayed beyond a reasonable time due to the Supplier's fault, or fails twice, the customer may withdraw from the contract or demand a price reduction.

8.7 Claims for reimbursement of expenses by the customer are excluded if they arise because the delivered goods were subsequently taken to another location, unless the relocation corresponds to its intended use.

8.8 Claims for recourse under § 445a BGB exist only if the final contract in the supply chain is not a consumer goods sale.

9. RETURN OF GOODS

9.1 The return of defect-free goods is at the Supplier's discretion and requires prior written approval. Only undamaged, originally packaged, and standard warehouse goods are eligible for return. The Supplier will assign a return number for such cases, which must be used for the return. The return must be made at the customer's expense. Returns without a return number or sent freight collect will not be accepted.

9.2 After inspection, the Supplier will issue a credit note of up to 70% of the original purchase price, with further deductions possible based on the goods' condition. The customer bears all transportation, repackaging, and potential repair costs.

10. LIABILITY AND LIMITATION

10.1 The Supplier's liability is governed by statutory provisions unless otherwise stated.

10.2 The Supplier is liable for damages only in cases of intent or gross negligence. For ordinary negligence, the Supplier is only liable for: (a) damages resulting from injury to life, body, or health; (b) damages from the breach of essential contractual

obligations; in this case, liability is limited to foreseeable damages typical for the contract.

10.3 The above limitations do not apply in cases of fraudulent concealment of defects or claims under product liability law.

10.4 The customer may only withdraw from or terminate the contract for breaches of duty attributable to the Supplier. The customer's statutory termination rights remain unaffected.

10.5 The general limitation period for warranty claims is one year from delivery, unless the customer is a consumer. Consumers are entitled to statutory limitation periods.

10.6 For goods used in construction or construction materials causing defects, the limitation period is five years under § 438(1)(2) BGB.

11. NO RUSSIA-AND-NO-BELARUS CLAUSE

11.1 The customer may not directly or indirectly sell, export, or re-export goods covered by EU regulations to Russia or Belarus.

11.2 The customer must ensure compliance with this clause throughout the supply chain.

11.3 The customer must maintain monitoring mechanisms to prevent violations.

11.4 Any breach constitutes a material contract violation, entitling the Supplier to take legal action, including termination.

11.5 The customer must promptly inform the Supplier of compliance issues and provide requested compliance documentation within two weeks.

12. JURISDICTION, PLACE OF PERFORMANCE, SEVERABILITY

12.1 These terms and conditions and all legal relations between the Supplier and the customer are governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

12.2 The place of jurisdiction for disputes arising from these terms is the customer's registered office. However, the Supplier may choose another competent court.

12.3 If any provision is invalid, the validity of the remaining provisions remains unaffected.

12.4 The parties agree to replace invalid provisions with legally effective ones that best fulfill the intended purpose.