

# GENERAL TERMS AND CONDITIONS OF DELIVERY

of ANGER MACHINING GmbH

2025-04

## 1. Scope of Application

- 1.1. These General Terms and Conditions of Delivery (hereinafter "GTC") apply to all legal transactions between ANGER MACHINING GmbH, FN 79383 s ("ANGER" or "we"), and natural or legal persons (hereinafter "Customer"). They apply to all services offered or provided by us as well as to the sale, delivery, and provision of products and services.
- 1.2. The GTC also apply to all future legal transactions between ANGER and the Customer, even if they are not expressly referenced, unless deviating written agreements have been made.
- 1.3. Deviating terms and conditions of the Customer shall not become part of the contract unless expressly accepted by ANGER in writing.
- 1.4. The current version of these GTC is available on our website at [[www.angermachining.com/AGB](http://www.angermachining.com/AGB)]. Changes or supplements to the GTC will be notified to the Customer in good time and shall be deemed approved unless the Customer objects to them in writing within 14 days of receipt.

## 2. Conclusion of Contract and Content of the Agreement

- 2.1. We develop and manufacture high-quality, turnkey machine solutions for the machining of precision and structural components, especially for the automotive industry. Our focus is on highly efficient, flexible, and energy-optimized machining processes. Contractual services are performed either by us or by qualified, specialized third parties.
- 2.2. Upon request, we prepare a non-binding offer that contains the anticipated conditions of a potential order. This offer is without obligation and not binding for us.
- 2.3. A contract is concluded only when the Customer accepts our offer by issuing a written order and we confirm this acceptance with a written order confirmation.
- 2.4. The scope of services is determined by the individually agreed contract terms as well as by these General Terms and Conditions (GTC).
- 2.5. Information contained in catalogues, price lists, brochures, advertisements at trade fairs, circulars, marketing materials, or other media ("Information Material") shall only become part of the contract if expressly agreed in writing.
- 2.6. Our cost estimates are non-binding. This also applies if the customer uses the cost estimate as the basis for a subsequent contract conclusion.

## 3. Delivery and Performance Periods, Withdrawal from Contract

- 3.1. Unless otherwise agreed in writing, our obligation to provide services begins with the dispatch of our written order confirmation. The payments to be made by the customer for the performance of the service, including any partial payments, shall be expressly specified in the accepted offer or in the written order confirmation.

- 3.2. Our delivery and performance periods, as well as delivery dates, are only binding if they have been expressly agreed in writing.
- 3.3. If the Customer modifies or supplements the agreed order, delivery and performance periods are extended by a reasonable time that takes into account the effects of the changes. Such extensions are documented in writing.
- 3.4. Agreed deadlines and dates shall be postponed in the event of force majeure, strikes, unforeseeable delays for which we are not responsible, such as, in particular, natural disasters, pandemics, government intervention, embargoes, or power outages, delays caused by our suppliers, or other comparable events beyond our control, by a reasonable period of time. We will inform the customer immediately of such events and the expected duration of the delay.
- 3.5. If the start or execution of our services is delayed or interrupted due to circumstances attributable to the Customer – in particular due to a breach of their obligations to cooperate in accordance with Section 7 – the service deadlines shall be extended accordingly and the completion dates shall be postponed accordingly.
- 3.6. If Customer-caused delays make intermediate storage of materials, equipment, or other items at our facility necessary, we may charge an appropriate storage fee for each commenced month. This provision does not affect the Customer's obligation to accept the goods or the Customer's payment obligations.
- 3.7. In the event of delay in performance on our part, the customer is only entitled to withdraw from the contract if they have first granted us a reasonable grace period by registered letter and we do not perform the service within this reasonable grace period, which must last at least six weeks. A withdrawal further requires that the customer clearly and unambiguously refers to the reservation of withdrawal.

#### **4. Remuneration and Costs**

- 4.1. For our services, the agreed remuneration in euros (EUR) shall apply to our services. If no explicit remuneration has been agreed, we are entitled to a reasonable remuneration. This applies in particular to services rendered at the customer's request beyond the contractually agreed scope.
- 4.2. All remuneration amounts are exclusive of the statutory value-added tax applicable at the time and are understood to be ex warehouse.
- 4.3. Our fees do not include the following costs, which may be invoiced separately:
  - Packaging, transport, loading, and shipping costs
  - Storage costs
  - Customs duties and insurance costs
  - Travel, daily and overnight allowances
  - Travel times
  - Other necessary or agreed additional costs
- 4.4. We reserve the right to reasonably adjust fees and additional costs in case of subsequent changes to the scope of performance or unforeseen additional efforts.
- 4.5. We also use services and products from third parties to provide our services. If our suppliers increase the prices for these services and products, we are entitled to pass on the resulting additional costs to the customer, provided that the customer has been notified in advance and no other agreement has been made.

## 5. Value guarantee

- 5.1. Unless otherwise agreed, the agreed fee is value-protected and tied to the annual wage index published by Statistik Austria and will be adjusted annually. If this index is no longer published, a comparable successor index shall take its place. The month in which the contract was concluded shall serve as the basis for calculation.
- 5.2. Any price adjustment will be communicated to the Customer in a timely and transparent manner. Upon request, we will provide a transparent calculation of the adjustment, outlining the relevant factors and their impact on the price change.

## 6. Payment Due Date, Payment and Delivery Terms

- 6.1. Unless otherwise agreed in writing, the customer shall pay the remuneration according to the following payment schedule:
  - 30% upon conclusion of contract, payable within 14 days net from the invoice date
  - 60% upon delivery, payable within 14 days net
  - 10% after acceptance, but no later than 60 days after delivery, payable within 14 days net.
- 6.2. In the event that we construct a work, the customer shall accept it on the agreed acceptance date. If the customer fails to fulfil this obligation, the work shall be deemed accepted 21 calendar days after commissioning, without this constituting a final acknowledgement of freedom from defects. The same shall apply 21 days after the acceptance date if commissioning does not take place for reasons not attributable to the condition of the work.
- 6.3. Delivery is "ex works" (EXW) without loading, at the Customer's cost and risk, unless expressly agreed otherwise. In all other respects, the Incoterms in the version valid on the date of conclusion of the contract shall apply.
- 6.4. A deduction of cash discount shall only be permitted if expressly agreed in writing.
- 6.5. All invoices are due within the agreed payment periods without deductions. If none are agreed, the payment term is 30 days from invoice date.
- 6.6. Payment allocations defined by the Customer (e.g., purpose restrictions) are binding only if we accept them in writing.
- 6.7. In the event of payment default, we may suspend performance of all services, including those under other contracts with the Customer, until payment is made.
- 6.8. If the payment deadline is exceeded, even for a single partial payment, all granted benefits such as discounts or reductions become void. These shall be added back to the originally agreed remuneration.
- 6.9. In the event of default of payment by the customer, default interest of 9.2% above the base rate pursuant to § 456 UGB (Austrian Commercial Code) shall be payable. We expressly reserve the right to assert further claims for damages.
- 6.10. The customer is not entitled to offset our remuneration claims against their own claims unless these claims have been legally established or acknowledged by us in writing.

## 7. Acceptance Test

- 7.1. If the customer requests an acceptance test, this must be expressly agreed with us in writing upon conclusion of the contract. Unless otherwise agreed, the acceptance test shall take place at the place of manufacture or at a location to be determined by us during our normal working hours.

- 7.2. We shall notify the customer of the acceptance test in good time so that they can attend in person or through an authorized representative. If the purchased item proves to be non-compliant during the acceptance test, we shall remedy the identified defects immediately, at the latest within a reasonable period of time, and restore the purchased item to the condition specified in the contract. The customer may only request a repeat of the test in cases of significant defects.
- 7.3. Following an acceptance test, an acceptance report must be drawn up. If the acceptance test has confirmed that the purchased item has been executed in accordance with the contract and is in perfect working order, this must be confirmed by both contracting parties in any case. If the customer or their authorized representative is not present at the acceptance test despite timely notification by us, the acceptance report shall only be signed by us. In any case, we will send the customer a copy of the acceptance report, the accuracy of which the customer can no longer dispute even if he or his authorized representative was unable to sign it due to absence. Unless otherwise agreed, the customer shall bear the costs of the acceptance test carried out.
- 7.4. Regardless of acceptance testing, the Customer must inspect the item for recognizable defects immediately and report them under Section 16.

## **8. General Obligations of Cooperation of the Customer**

- 8.1. The customer is obligated to take the necessary measures to enable us to provide the services at the agreed times or within the agreed service periods. This includes, in particular, the timely provision of all necessary information and documents.
- 8.2. The customer is also obligated to ensure that all necessary official permits, approvals, and consents from third parties are in place before the start of service provision and that all structural and technical requirements for our service provision are met. If delays occur due to a failure on the part of the customer, we shall be entitled to demand reasonable compensation for the additional expenses incurred as a result. Any further claims for damages shall remain unaffected by this.
- 8.3. The customer must grant us the necessary access and usage rights to the affected systems, devices, or buildings in a timely manner and at their own expense in order to ensure the provision of our services.
- 8.4. If the customer cannot enable us to deliver in the immediate vicinity, including parking, the additional expense incurred will be charged on the basis of the additional time required in hours.
- 8.5. If there is no ground-level access or usable elevator available for transporting the contractual services, the actual additional costs will be invoiced retrospectively on the basis of the expenses incurred.

## **9. Ongoing Obligations to cooperate in the Maintenance and Operation of Systems and Equipment**

- 9.1. If our contract also includes maintenance services, our maintenance obligation is limited exclusively to the expressly agreed scope of maintenance. Any services beyond this are not part of our obligation and require a separate written agreement.
- 9.2. The customer undertakes to ensure the following measures are taken for both the maintenance work carried out by us and that not carried out by us, otherwise warranty and compensation claims shall lapse:

- Operating instructions: The instructions in the operating instructions must be followed. If maintenance is not carried out by us, the customer is obliged to ensure that the systems and devices are regularly maintained by a qualified specialist company and cleaned professionally.
  - Signs of malfunction: If the first signs of a malfunction occur, such as a rise in temperature, the customer is obliged to inform us immediately during the current or extended warranty period and to commission us to remedy the malfunction.
  - Damage mitigation: If a malfunction cannot be remedied promptly, the customer is obliged to take all reasonable measures to mitigate the damage without delay and to inform us thereof. 9.3. The Customer must document maintenance, cleaning, and troubleshooting work and provide documentation on request.
- 9.3. The customer undertakes to document the maintenance work, cleaning, and troubleshooting carried out and to submit this documentation upon request

## **10. Transfer of Risk**

- 10.1. In the case of deliveries, the risk of accidental loss or accidental deterioration shall pass to the customer as soon as the delivery item, the material, or the work is made available for collection at the factory or warehouse. The customer shall be informed of the availability in good time.
- 10.2. At the customer's written request, we shall take out transport insurance for the delivered goods at the customer's expense. The scope of the insurance shall be based on the customer's requirements as agreed in writing. The scope of the insurance shall be based on the customer's requirements as agreed in writing.
- 10.3. The customer approves the use of any customary mode of shipment that is appropriate for the respective delivery item. Unless special instructions are provided, we shall select the mode of shipment and packaging at our own discretion.

## **11. Prohibition of Resale and Encumbrances**

- 11.1. The goods delivered, assembled, or otherwise handed over by us remain our property until all claims arising from the business relationship have been paid in full.
- 11.2. The customer may only resell the goods subject to retention of title to third parties with our prior written consent. If we give our consent, the customer hereby assigns to us their claims arising from the resale. We hereby accept this assignment. The customer remains authorized to collect the claims as long as they meet their payment obligations to us.
- 11.3. Until all our claims have been paid in full, the goods subject to retention of title may not be pledged, transferred by way of security, or encumbered in any other way with third-party rights. In the event of seizures or other access by third parties, the customer is obligated to immediately point out our right of ownership and inform us in writing without delay.
- 11.4. If the customer defaults on payment, we shall be entitled, after setting a reasonable grace period, to demand the return of the goods subject to retention of title or to withdraw from the contract. Our statutory rights shall remain unaffected.
- 11.5. After the release of the goods subject to retention of title, we shall be entitled to sell them on the open market at the best possible price. The proceeds of the sale, shall be credited to the customer's liabilities after deduction of reasonable costs.
- 11.6. Asserting the retention of title shall only constitute a withdrawal from the contract if we expressly declare this in writing.

- 11.7. In order to enforce our retention of title, we are entitled to enter the location of the goods subject to retention of title and to secure them. The customer must facilitate this and refrain from any obstruction.

## **12. Recycling and Disposal of Waste**

- 12.1. The customer is obligated to ensure that all packaging, waste, scrap materials, coolants, oils, or other substances, as well as systems, devices, or parts thereof, arising in the course of service provision are recycled or disposed of in a proper and environmentally sound manner. To this end, the customer must hand over the waste to a waste collector or waste handler authorized to collect or treat the respective type of waste and expressly commission environmentally sound disposal.
- 12.2. If the customer commissions us to recycle or dispose of waste in accordance with Section 11.1, we shall be entitled to the agreed remuneration. If no remuneration has been agreed, we shall be entitled to demand reasonable remuneration in accordance with the expenses incurred and the usual market prices.
- 12.3. At the customer's request, we shall issue proof of the proper recycling or disposal of the waste. The customer shall be responsible for obtaining the relevant documentation and, if necessary, presenting it to authorities or third parties.
- 12.4. We accept no liability for the improper disposal of waste if the customer fails to comply with this obligation in accordance with Section 11.1 or provides us with insufficient or incorrect information.

## **13. Third-party property rights**

- 13.1. For delivery items that we manufacture according to the customer's specifications, such as design details, drawings, or other specifications, the customer guarantees that the manufacture and delivery of these items does not infringe any third-party property rights. The customer undertakes to indemnify and hold us harmless in this regard. This includes, in particular, all costs incurred in defending against third-party claims or possible legal violations.
- 13.2. If claims are asserted by third parties due to the infringement of property rights, we shall be entitled to:
- 13.3. To suspend the manufacture and delivery of the items concerned until the legal situation has been finally and legally clarified;
- 13.4. To demand reimbursement from the customer for all necessary and reasonable costs incurred as a result of the assertion of claims, including, but not limited to, legal and court costs and costs for replacement measures.
- 13.5. The customer undertakes to provide us with comprehensive support in defending against third-party claims, in particular by providing all necessary information and documents.
- 13.6. If a final clarification of the legal situation reveals that the manufacture or delivery of the items concerned is not possible due to the infringement of third-party property rights, we shall be entitled to withdraw from the contract. In this case, the customer shall be liable for all damages incurred by us as a result.

## **14. Our Intellectual Property**

- 14.1. All items delivered by us, as well as the associated implementation documents, plans, sketches, procedures, cost estimates, software, and other documentation provided by us or created as a result of our services, remain our sole intellectual property.

- 14.2. The use of these materials, in particular their disclosure, reproduction, publication, provision or even copying in excerpts, as well as their imitation, editing or other exploitation, is only permitted with our express written consent.
- 14.3. The customer undertakes to treat all information, documents, and knowledge received from us in the course of the business relationship as strictly confidential. Disclosure to third parties is prohibited without our prior written consent. This confidentiality obligation shall continue to apply even after the end of the business relationship.
- 14.4. At our request, the customer shall immediately return all documents and materials provided by us to us or destroy them in a verifiable manner. This applies in particular upon termination of the business relationship.
- 14.5. If property rights (such as patents, trademarks, or copyrights) arise through the cooperation with the customer, these shall remain exclusively with us, unless expressly agreed otherwise in writing.

#### **15. Data Protection and Confidentiality**

- 15.1. All data and information exchanged within the scope of the cooperation shall be treated as confidential and used exclusively for the purpose of fulfilling the contract. The customer undertakes to comply with data protection requirements and to indemnify and hold us harmless in the event of a breach.
- 15.2. We are entitled to store and process the data received within the scope of the business relationship in accordance with the applicable data protection laws. The customer has the right to request information about the stored data at any time.

#### **16. Warranty and Notice of Defects**

- 16.1. The warranty period is 12 months from delivery.
- 16.2. The customer is obliged to report defects and complaints of any kind in writing to our place of business in accordance with § 377 ff UGB (Austrian Commercial Code) within three days of the defect first becoming apparent. The notification of defects must contain as accurate a description of the defect as possible, as well as information on the possible causes. The goods or works complained about must be handed over to us for inspection, insofar as this is reasonable. If the customer fails to notify us in good time, all resulting claims shall be forfeited.
- 16.3. All components belonging to the system are listed in the spare and wear parts list provided upon delivery. The components listed there as wear parts are subject to normal wear and tear and must be kept in stock by the customer in sufficient quantities at their own responsibility.
- 16.4. We have two attempts to remedy defects; only if significant and irreparable defects remain may further claims be made.
- 16.4. We are entitled to two attempts to remedy defects. If both attempts fail, the customer may only assert further legal claims if there is a significant and irreparable defect.
- 16.5. We are entitled to avert a request for termination of the contract (redhibition) by improvement or reasonable price reduction, provided that there is no significant and irreparable defect.
- 16.6. The customer must make the defective system or device available to us without undue delay and allow us or experts commissioned by us to inspect the defect. If the customer refuses to cooperate, their warranty claims shall lapse.
- 16.7. At the latest, delivery shall be deemed to have been made when the customer has taken possession of the service or has refused to accept it without giving reasons.

- 16.8. If a handover date has been agreed and the customer fails to attend on this date, delivery shall be deemed to have been made on this date.
- 16.9. Our measures to remedy a defect claimed by the customer shall not be deemed an acknowledgment of a defect.
- 16.10. The customer shall bear the burden of proof that a defect already existed at the time of delivery.
- 16.11. If the items of performance are manufactured on the basis of information, drawings, plans, models, or other specifications provided by the customer, our warranty shall be limited to the execution in accordance with the plans and contractually agreed specifications.
- 16.12. We reserve the right to make changes to the design or execution of the delivery item that do not adversely affect its function or value and do not constitute a defect.
- 16.13. Liability for damages resulting from the continued use of a defective product or from a failure to report a defect in a timely manner is excluded, unless we can be proven to have acted with intent or gross negligence.

## **17. Liability and Compensation**

- 17.1. We shall only be liable for breaches of contractual obligations, in particular in the event of impossibility or delay, as well as for damage to items handed over to us for processing, in cases of intent or gross negligence. Liability for slight negligence is excluded.
- 17.2. Our liability for lost profits, production downtime, or other indirect damages is excluded to the extent permitted by law. We shall only be liable for damage to materials or equipment provided by the customer if such damage is due to intent or gross negligence.
- 17.3. In any case, our liability is limited to the remuneration agreed in the respective contract. Further claims for damages, in particular for lost profits, indirect damages, or consequential damages, are excluded to the extent permitted by law.
- 17.4. Claims for damages must be asserted in court within two years of becoming aware of the damage and the party responsible for it, otherwise they shall be excluded.
- 17.5. If and to the extent that the customer can claim insurance benefits from their own insurance or insurance taken out in their favor (e.g., liability, comprehensive, transport, fire, or business interruption insurance) for damages for which we could be held liable, the customer undertakes to make use of these insurance benefits as a matter of priority. In this case, our liability is limited exclusively to any disadvantages incurred by the customer as a result of claiming insurance, such as higher insurance premiums or deductibles.
- 17.6. If damage is caused wholly or partly by the conduct of the customer or its vicarious agents, we shall be exempt from liability or our liability shall be reduced accordingly. The customer shall bear the burden of proof for the absence of contributory negligence.
- 17.7. We shall not be liable for any damage caused by improper use of the delivered products or by failure to follow the instructions or documentation provided by us.

## **18. Severability Clause**

- 18.1. Should individual provisions of these General Terms and Conditions be or become invalid, unenforceable, or void, the validity of the remaining provisions shall remain unaffected.
- 18.2. The invalid, unenforceable, or void provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision and the intention of the parties, taking into account customary industry practice.

- 18.3. Should an unintended loophole arise in the implementation of these General Terms and Conditions, the parties undertake to agree on a supplementary provision that corresponds to the economic purpose of the General Terms and Conditions and the interests of the parties.
- 18.4. The customer is obligated to notify us immediately in writing of any changes to their name, company, address, legal form, or other relevant information that is essential for the fulfillment of the contract or communication.

## **19. Final Provisions**

- 19.1. The customer may only assign claims and rights arising from the contractual relationship to third parties with our prior written consent. This also applies to assignments by way of security.
- 19.2. All contractual relationships shall be governed exclusively by Austrian law, excluding referral provisions and international conflict of law rules. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 19.3. The court with jurisdiction at our company headquarters in A-4050 Traun shall have exclusive jurisdiction for all disputes arising from or in connection with this contractual relationship.
- 19.4. Verbal side agreements or amendments must be confirmed in writing by both parties to be valid.