

# General Terms and Conditions of SL-Technik GmbH

## as from: 11.05.2021

### 1. Validity

- 1.1 The following terms and conditions of sale and delivery apply to all business relations between SL-Technik GmbH and customers. The version valid at the time of the conclusion of the contract is decisive in each case. The customer recognizes them as binding for him by placing an order with SL-Technik. Deviating, conflicting or supplementary terms and conditions of the contract do not become part of the contract, unless SL-Technik expressly agrees to their validity in writing. If agreements or conditions deviating from these General Terms and Conditions of Sale and Delivery are made in the contract, these contractual provisions shall prevail. SL-Technik contracts exclusively on the basis of these General Terms and Conditions of Sale and Delivery.
- 1.2 Deviating special agreements or conditions require the written consent of both parties.
- 1.3 These General Terms and Conditions of Sale and Delivery apply to business transactions with consumers only insofar as they do not violate the mandatory provisions of the Consumer Protection Act.

### 2. Offers and prices

- 2.1 Prices quoted by SL-Technik in offers and price lists are subject to change and net prices without value added tax, unless it is expressly stated that the legal value added tax is included. The calculation of the value added tax shall be made separately in accordance with the statutory provisions in force on the day of delivery or service.
- 2.2 If the order of a customer does not contain any price information, the price lists of SL-Technik applicable on the day of the receipt of the order are valid for this order.
- 2.3 Cost estimates are free of charge and non-binding and no warranty for their correctness is assumed. Changes to the order or additional orders may be invoiced at reasonable prices.
- 2.4 Export deliveries shall be invoiced in Euro and shall be paid in Euro. If another currency is expressly agreed upon, the invoicing will be based on the exchange rate to the Euro on the day of the order confirmation by SL-Technik. For this calculation exclusively the exchange rate calculation of the bank acting for SL-Technik is decisive.

### 3. Orders

- 3.1 If an order is placed with SL-Technik, a contract is only concluded by written order confirmation or delivery of goods or sending of the invoice by SL-Technik. The customer is obliged to provide all documents & details necessary for the production and commissioning of the goods (announcement of accessory details, heating and storage room planning, etc.) completely and correctly when placing the order.
- 3.2 Additional costs due to deviations of the actual conditions from the documents or plans provided by the customer as well as additional costs due to delayed provision of the documents shall be borne by the customer. Changes to the order after acceptance are only possible by mutual agreement and in writing.
- 3.3 If at the time of the order the delivery item is not yet fixed in all its details (in particular technical design and delivery date), a provisional order confirmation shall be issued. In this case, the order shall be deemed provisionally accepted - in accordance with the details announced in the order.
- 3.4 The customer is obliged to specify the order at least 8 weeks before the desired delivery date (accessory details, heating and storage room planning, etc.) so that the delivery deadlines can be met. After the details have been made known, a final order confirmation will be issued, by which the contents of the contract will be bindingly determined, unless the customer immediately raises an objection in writing. If this occurs, the delivery contract shall remain in force in any case in accordance with the order data received. In case of an order change after a preliminary order confirmation, the prices shall be adjusted to any previous cost estimate.

### 4. Delivery

- 4.1 The place of performance for delivery and payment is the registered office of SL-Technik GmbH in 5120 St. Pantaleon.
- 4.2 If a delivery has been agreed between SL-Technik and the customer, this delivery shall be made for the account and at the risk of the customer, unless otherwise agreed. Unless otherwise agreed in writing, the price risk is transferred to the customer with the dispatch of the goods, in case of default of acceptance of the customer with the readiness for dispatch of SL-Technik.
- 4.3 Should an agreed delivery date not be met, for whatever reason, SL-Technik or its assigned forwarding agent has to agree upon a reasonable extension of time with the customer. Any liability on the part of SL-Technik for exceeding delivery times is excluded.
- 4.4 If the customer is in delay with the acceptance of the delivery item or if he refuses the acceptance of the delivery, SL-Technik is entitled to claim the usual local costs for storage, delivery and handling. The customer's obligation to pay the purchase price remains valid. Furthermore SL-Technik is entitled to withdraw from the delivery contract and the customer has to pay the difference between the agreed price and the expected proceeds from the utilization of the delivery item.
- 4.5 If collection has been agreed upon, the customer has to take over the goods within 14 days after SL-Technik has informed the customer that the goods are ready for shipment. The goods are considered as delivered after the 14 days period.
- 4.6 If delivery is agreed, the goods are considered as delivered:
- 4.6.1 in case of delivery of the goods by SL-Technik itself with the signing of the counterfoil otherwise
- 4.6.2 with handing over of the goods by SL-Technik to a transport company.
- 4.7 All deliveries have to be checked immediately by the customer. Complaints must be received by SL-Technik in writing within 5 working days.
- 4.8 If the delivery is organized by SL-Technik, the choice of the delivery method is made by SL-Technik. Specified delivery times are always non-binding, unless expressly agreed otherwise in writing.
- 4.9 The agreed delivery periods basically start with the date of the reconfirmed order confirmation. If the documents required for the production are not yet available to SL-Technik at this point in time (start of period), the delivery period shall start on the day on which the last document required for the production is received by SL-Technik. The customer is obliged to take care for a prompt transmission of these documents. Delivery dates (delivery periods) are extended by periods of delays in delivery for which SL-Technik is not responsible. If the customer has to pay a deposit, the delivery period does not start before the date of receipt of the deposit.

### 5. Payment

- 5.1 Payments shall be made in accordance with the terms of payment on the invoice. Unless there is a written agreement on a term of payment between the contracting parties, payments of the invoice amounts shall be due without deductions immediately upon receipt of the invoice. Bills of exchange or checks shall only be accepted on the basis of a special written agreement and always only on account of payment.
- 5.2 In the event of default of payment by the customer, the statutory default interest shall become due, in the case of entrepreneurial customers in accordance with § 456 of the Austrian Commercial Code (UGB). The consequences of default occur even without prior reminder or setting of a grace period by SL-Technik.
- 5.3 Prohibition of set-off: A set-off with counterclaims of the customer is excluded.
- 5.4 Dunning, collection and enforcement costs are to be reimbursed by the customer.
- 5.5 Payments received shall first be charged against costs (dunning and collection costs), then against interest and finally against the outstanding capital, starting with the oldest debt.
- 5.6 The customer is not entitled to withhold payments because of warranty claims or alleged defects or other counterclaims not recognized in writing by SL-Technik. The assignment of claims of the customer against SL-Technik to third parties as well as the transfer of rights and obligations from the concluded contract is not permitted without prior written consent of SL-Technik.
- 5.7 If insolvency proceedings are opened against the customer's assets, if circumstances become known which endanger or complicate the collection of our claims or make the customer's insolvency appear doubtful or if SL-Technik receives unfavorable information about the customer's assets and/or income, SL-Technik is entitled, without prejudice to other rights, to demand appropriate securities or to withdraw from the contract without granting a period of grace and to make all claims from the business relationship due immediately.

### 6. Redemption

- 6.1 Goods that have already been delivered but are not defective (return goods) shall only be taken back in exceptional cases by agreement and in perfect condition. The return shipment must be made at the expense and risk of the customer. Any damage to the goods by the customer or carrier excludes the return.
- 6.2 The returned goods must be accompanied by a copy of the original invoice or delivery bill and this only represents the offer for acceptance of the returned goods by the customer. If the returned goods are found to be in perfect condition by SL-Technik after quality control has been carried out and the original invoice or delivery bill has been returned, a credit note will be issued for this, which at the same time is considered as acceptance of the offer to take back by SL-Technik. If the goods are not in perfect condition or outdated, SL-Technik reserves the right to refuse the acceptance offer or to grant only a partial amount as credit note.
- 6.3 SL-Technik reserves the right to charge a reasonable handling fee for the taking back.
- 6.4 The return of single components of set articles (parts of smoke tube sets, etc.), boilers as well as custom-made products is not possible.
- 6.5 Articles delivered more than 3 months ago will not be taken back.
- 6.6 Goods returned to SL-Technik which are not in perfect condition or which are no longer part of the SL-Technik delivery program and therefore cannot be taken back by SL-Technik, can be disposed of by SL-Technik.

### 7. Default and withdrawal

- 7.1 If one party does not fulfill the contract or is in default, the other party is entitled to withdraw from the contract by granting a grace period of 2 weeks. The right to withdraw from the contract can also be declared with regard to a part of the delivery item. In such a case SL-Technik is obliged to deliver the part of the delivery item not affected by the withdrawal and the customer is obliged to make the payment for this part.
- 7.2 If the customer withdraws from the contract without being entitled to do so or if he requests its cancellation, SL-Technik has the right to insist on the performance of the contract or to agree to the cancellation of the contract; in this case a contractual penalty of 20% of the gross invoice amount irrespective of fault is deemed to be agreed. Any further claims for damages shall remain unaffected.
- 7.3 If the right of withdrawal of SL-Technik is exercised for reasons for which the customer is responsible, even if he is not at fault, the customer has to pay for the preliminary services which were rendered by SL-Technik within the scope of the performance of the contract (procurement of materials, special services, work expenses, etc.). SL-Technik has the option to lump-sum the advance performances with 25 % of the gross order value without having to provide a special proof of individual performances. Special designs already produced by SL-Technik are to be paid in full less assembly and delivery costs.
- 7.4 In cases of force majeure SL-Technik is released from the obligation to deliver for the duration of the hindrance and its after-effects and is entitled to withdraw from the contract. Events of force majeure are in particular all effects of natural forces, such as earthquake, lightning, frost, storm, floods, epidemics, pandemics; furthermore war, laws, official interventions, such as in particular officially ordered plant closures, even if only partial, confiscation, transport disturbances, export, import and transit bans, international payment restrictions, raw material and energy shortages; Furthermore, operational disruptions such as explosion, fire, strikes, sabotage and all other events which could only be prevented by disproportionate costs and economically unreasonable means.
- 7.5 In case of other important reasons, such as in particular the opening of insolvency proceedings or the rejection for lack of assets, qualified default of payment of the customer and the like, SL-Technik is entitled to withdraw from the contract.

### 8. Retention of title

- 8.1 The delivered goods remain the property of SL-Technik until the complete fulfillment of all liabilities and obligations of the customer towards SL-Technik, also from previous deliveries.

- 8.2 If goods which have not yet become the property of the customer are combined with another object in such a way that a new object is created, SL-Technik acquires co-ownership in this object to the extent of the value of the claim which SL-Technik has against the customer.
- 8.3 If the reserved goods are used by the customer for the performance of a contract for work and services or a contract for work and materials, the claim arising from the contract for work and services or the contract for work and materials is assigned to SL-Technik in advance to the same extent.
- 8.4 The customer may only resell the goods delivered under retention of title if they are dedicated as merchandise or the retention of title has expired by payment or SL-Technik expressly agrees. If the goods are resold, the customer assigns the claims from the sale of the goods subject to retention of title to SL-Technik. The customer is obliged to make the assignment recognizable by setting the book entries in his books and to disclose the names of the debtors of the purchase price upon request of SL-Technik as well as to specify the ceded claims exactly in terms of numbers. The assignment is accepted by SL-Technik. Any fees in connection with the assignment are borne by the customer and he will indemnify and hold SL-Technik harmless in this respect. SL-Technik is entitled at any time to disclose the assignment and to collect the assigned claims itself.
- 8.5 The customer is obliged to insure the goods subject to retention of title against the usual risks such as natural hazards to a sufficient extent and to prove this to SL-Technik upon request. The customer herewith assigns his possible insurance claims to SL-Technik. The customer is furthermore obliged to store the goods according to the instructions of SL-Technik and according to the state of the art. The customer is obliged to handle the goods with care during the existence of the retention of title.
- 8.6 If goods which have not yet become the property of the customer are seized or claimed in any other way by third parties, the customer has to inform SL-Technik immediately in writing and to assist SL-Technik in protecting its rights and to bear the related costs, as far as the customer has caused the endangerment of the reserved property of SL-Technik.
- 8.7 Objects which are subject to retention of title can be taken back or disassembled by SL-Technik without this being considered as a withdrawal from the contract.

## **9. Warranty**

- 9.1 The warranty period shall commence on the date of the delivery note. The customer has to examine the delivered goods immediately for possible defects. Incomplete or incorrect deliveries as well as complaints about recognizable defects have to be reported to SL-Technik in writing immediately after receipt of the goods. The type and extent of the alleged defect must be clearly stated in the notice of defect. If defects and faults are not notified in time, the delivery shall be considered as accepted and the assertion of the warranty claim shall be excluded.
- 9.2 The commissioning has to be carried out exclusively by a certified SL-Technik service partner for the product in question. If this is not done, the warranty claim expires.
- 9.3 SL-Technik is only liable for those parts of the goods which have been purchased from sub-suppliers within the scope of the warranty to which SL-Technik is itself entitled against the sub-supplier.
- 9.4 If the goods show defects in accordance with the performance description of the product despite proper and professional installation and use, SL-Technik shall provide warranty.
- 9.5 Objects of the performance description of the delivery item for the proper operation are operating and assembly instructions and/or operating conditions for the delivery item, maintenance and service plan as far as legal framework conditions to be observed.
- 9.6 SL-Technik is released from this obligation to provide warranty if the damage is not reported to SL-Technik in written form by a certified SL-Technik service partner within 3 working days after detection of the defect nor before the start of a repair.
- 9.7 SL-Technik warrants the delivered goods for a period of one year from the date of delivery, provided that the goods are in conformity with the intended use and that no other agreement has been made in the individual contract. The statutory warranty provisions shall apply to consumers. Excluded from this are damages caused by force majeure, improper transport or storage, operating errors, lack of energy, lack of water and the like.
- 9.8 Excluded from the warranty are parts which are subject to natural wear and tear, such as gaskets, hanging plates, firebricks, grates, stuffing boxes, etc. as well as operating materials. Normal, natural wear of refractory linings which do not lead to any malfunction, such as minor surface or edge wear, cracking, etc., shall exclude any warranty claim.
- 9.9 In case of warranty SL-Technik will either:
- 9.9.1 repair the goods,
- 9.9.2 make a replacement delivery (exchange),
- 9.9.3 take back the goods against reimbursement of the purchase price.
- 9.10 SL-Technik reserves the right to choose the respective warranty remedy. If SL-Technik does not fulfill its warranty obligation within a period of 1 month, the customer is entitled to make an appropriate price reduction or to withdraw from the contract. Activities that SL-Technik develops due to unjustified notices of defects are considered as an order whose performance has to be paid by the customer. A claim for compensation for installation and removal costs is, as far as permissible, explicitly excluded. In any case, the customer has to inform SL-Technik in time before any improvement attempt intended by him, in order to check the adequacy of the warranty remedy and to obtain the written consent of SL-Technik for this, otherwise he loses all claims resulting from this.
- 9.11 For spare parts delivered free of charge and rectifications of defects the same warranty period applies as for the original delivery item, but limited in time until the end of the warranty period for the original delivery item. Replacement parts become the property of SL-Technik and have to be shipped to SL-Technik free of charge.
- 9.12 The warranty claims expire if the repair or replacement delivery work has not been carried out by the certified SL-Technik service partner.
- 9.13 SL-Technik does not assume any liability for consequential damages.

## **10. Guarantee**

- 10.1 The guarantee granted by SL-Technik is a voluntary service on the part of SL-Technik - therefore there is no legal claim.
- 10.2 The commissioning has to be done by a certified SL-Technik service partner for the present product. If this does not happen, the guarantee claim expires.
- 10.3 The guarantee claims expire if the repair or replacement delivery work has not been carried out by the certified SL-Technik service partner.
- 10.4 The detailed guarantee conditions can be found in the currently published guarantee certificate (enclosed with the heating system) and the brochure.
- 10.5 Defined electrical and wear parts are excluded from the guarantee for all types of systems. This list of electrical and wear parts is available at the respective dealer and can be requested or viewed at any time.

## **11. Compensation, liability**

- 11.1 SL-Technik is only liable for claims for damages outside the scope of application of the product liability law, as far as they were caused intentionally or by gross negligence by SL-Technik. The existence of gross negligence has to be proved by the customer. The liability for slight negligence is excluded as well as the compensation for consequential damages and financial losses, loss of profit, loss of interest and damages from claims of third parties against the customer. Claims for compensation become time-barred 6 months after knowledge of the damage and the damaging party. Any claim beyond this, from whatever title, is excluded as far as permissible.
- 11.2 Within the scope of application of the product liability law SL-Technik is liable for personal injuries as well as for property damages suffered by a consumer. SL-Technik is not liable for property damages suffered by an entrepreneur. Furthermore, the recourse of the customer according to § 933b ABGB is excluded. Claims for damages become time-barred at the latest three years after delivery.
- 11.3 Claims for damages which are covered by an insurance of the injured party are excluded by mutual agreement. This waiver shall not apply to damage caused intentionally or by gross negligence or insofar as the insurer would be exempt from performance as a result of such a waiver.

## **12. Intellectual property rights**

- 12.1 Plans, sketches, technical documents, brochures, photographs, videos, price information and the like are intellectual property of SL-Technik and may neither be duplicated nor published or made accessible to third parties without the written consent of SL-Technik. This also includes publications on the internet.

## **13. Place of jurisdiction, applicable law, place of performance**

- 13.1 The place of jurisdiction for all disputes arising from the contract is the Austrian court that is locally and factually competent for the registered office of SL-Technik GmbH in 5120 St. Pantaleon. However, SL-Technik can also appeal to another court that is competent for the customer.
- 13.2 The contract is subject to Austrian law under exclusion of its reference norms and the UN Convention on Contracts for the International Sale of Goods.
- 13.3 For delivery and payment, the place of performance is the registered office of SL-Technik GmbH in 5120 St. Pantaleon, even if the delivery takes place at another place as agreed.

## **14. Data protection agreement**

- 14.1 The customer expressly agrees that a collection, processing and use of the personal data, which have been provided by the customer or will be provided by the customer in the future, can be carried out by SL-Technik for marketing purposes, among other things by setting up a customer file. This consent includes in particular the transmission of information for the purpose of advertising by fax, letter, mail or by any other method of transmission. This consent can be revoked by the customer at any time with effect for the future. The detailed data protection agreement is available on the website of SL-Technik GmbH.

## **15. Final provisions**

- 15.1 Should individual provisions of the contract or of these terms and conditions be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. The wholly or partially invalid provision shall be deemed to be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.
- 15.2 All amendments and supplements of contracts between SL-Technik and the customer must be made in writing and this also applies to the waiver of the written form requirement. All declarations on the part of SL-Technik are only legally effective if they are made in writing by the respective responsible employee.