



TERMS & CONDITIONS

1. Scope

These general terms and conditions apply to all legal acts and legal transactions (offers, assumptions, orders, deliveries, services, etc.) with the Karner Bowdenzüge GmbH - hereinafter referred to as seller - and are part of the legal transactions concluded with the seller.

With the first legal transaction, the buyer expressly agrees to these and all other legal transactions with these General Terms and Conditions and is bound by them. These general terms and conditions also apply to all follow-up transactions, without this having to be expressly mentioned or agreed at their conclusion.

Conflicting or deviating conditions of the buyer are not recognized, unless they are confirmed by the seller in writing.

2. Conclusion of contracts - offers and orders

All offers of the seller are - in particular according to quantity, price and delivery time - always non-binding. Orders of the buyer shall only be considered as accepted if the seller has confirmed them in writing. Any change, addition or termination of agreements made requires the express written consent of the seller.

The buyer undertakes to immediately check the order confirmation and to notify the seller in writing of any change requests at the latest 4 days after the confirmation date.

Should circumstances arise on the buyer's side which jeopardize the orderly reception of the ordered goods or the solvency of the buyer, or if at least such an appearance should exist, the seller is free to withdraw from the contract (cancellation of orders already made) or fulfillment until a guarantee of proper reception and payment of the ordered goods has been obtained. In such cases, a delay in delivery of the seller can not arise.

3. Prices

Unless otherwise agreed in writing, prices are ex works (EXW), excluding packaging, transport and VAT / sales tax in the respective statutory amount.

If the price agreed to be depending on the part weight, the final price results from the weight of the released initial sample.

Prices for molds, tools etc. are not included in the sampling costs.

The seller reserves the right to raise fixed prices upon conclusion of the contract if additional or increased costs, such as between contract conclusion and delivery due to changed legal norms, such as Wage increases, price increases for raw materials and additives, increase and introduction of taxes, increase in transport costs, disposal and recovery costs, value changes or the like arise.

4. Terms of payment

Invoices of the seller in principle are to be settled without any deduction and for the seller free of charge immediately after receipt of invoice into the account of the seller announced on the invoice. All payments have to be made in EURO (€), unless other terms of payment are agreed in writing in the order confirmation.

Payments are deemed to have been made if the credit note of the bank is available from the seller or the seller can provide it. If an invoice amount is not paid at the latest on the due date, the seller is entitled, subject to other rights, to charge default interest in the amount of 10% p.a. without the need for a special reminder. In the event of late payment, the buyer undertakes to reimburse all costs, expenses and cash expenses incurred by the seller, regardless of title.

In the case of change orders of the purchaser (includes master contracts and individual orders) and confirmation by the seller, all costs incurred to date shall be reimbursed.

New customers, individual customers or custom-made items are subject to net cash or payment-in-advance or cash on delivery.

Changes in the assessment of the creditworthiness of the buyer, e.g. exceeding a specific payment term, sluggish payment method, receipt of unfavourable credit information, etc., entitle the seller to demand the provision of security or advance payment prior to service provision, even if this was not initially agreed.

Discounts or bonuses granted are subject to the timely performance of the full payment.

The buyer is only entitled to set-off, retention or reduction if the counterclaims asserted by him have been legally established by court order or have been expressly acknowledged by the seller.

5. Retention of title

The seller reserves the ownership of the goods delivered by him and also of the proceeds arising from any further processing until full payment of the invoice amount plus interest and costs. The buyer is entitled to dispose of the goods within the framework of proper business management, in particular to process and sell them. In the event of resale of goods delivered under retention of title before final payment, the buyer hereby already fully agrees to assign the resulting purchase price claim against third parties to the seller. Any exceptional disposition of goods delivered by the seller, such as pledging, transfer by way of security and the like are not permitted.

The buyer is obligated to immediately notify the seller of the opening of insolvency proceedings concerning his assets, the seizure of the reserved goods and other access by third parties to the goods delivered under retention of title and to inform third parties of the seller's ownership rights.

If the buyer is in delay of payment, the seller is entitled, with a reasonable grace period, to reclaim the reserved goods. The assertion of the retention of title is only a withdrawal from the contract, if it is expressly declared.

6. Delivery

The delivery method and the type of packaging are to be left to the seller. The transport is at the risk of the buyer. Upon written demand of the buyer, the goods are insured at his own risk and expense against breakage, transport and fire damage.

Delivery periods begin to run after receipt of all documents required for the execution of the order, if necessary timely material provision and agreed down payments.



6. Delivery (cont.)

All information about delivery times are not binding. The delivery deadlines and deadlines specified by the seller take into account the production possibilities given at the time of order acceptance and are therefore not fixed dates. Unforeseen circumstances and force majeure beyond the will or influence of the seller, in particular armed conflicts, official interventions and prohibitions, transport and customs clearance, transport damage, shortage of energy and raw materials, labor disputes, lack of raw material deliveries, technical faults in the company or in factories of the suppliers of the seller, as well as failure of a substantial, hard to replace suppliers, entitle the seller to withdraw from the contract in whole or in part or to extend the delivery period, without any entitlement for the buyer.

If a fixed delivery date or deadline is exceeded without a delivery obstruction in accordance with the preceding paragraph, the buyer shall grant the seller a reasonable grace period of at least 14 days in writing. If this grace period is not met by the seller intently, the buyer is entitled to withdraw from the contract, but not to assert claims for damages from non-performance or default, unless intent or gross negligence can be established on the seller's side.

7. Material provisions

If devices, materials, samples etc. are provided by the buyer, or if parts are to be reworked or repaired, the processing is done at the risk of the buyer. Such equipment, materials, samples etc. provided by the buyer are not subject to warranty. When placing the order, the buyer is explicitly advised that parts that have already been processed may possibly be damaged by further processing, which may no longer guarantee the proper function. Data archiving is not guaranteed - a new production or reproduction must be checked if necessary. The seller is obliged to examine, maintain or improve the provided material only with written agreement.

8. Molds, tools, devices

The cleaning, maintenance and servicing of the tools, molds and fixtures given to the seller is the responsibility of the seller as long as the tools, molds and fixtures are in production. All costs associated with cleaning, maintenance and repair are borne by the seller. This does not apply to repairs, which are to be made at the expense of the buyer. The seller must submit an offer to the buyer regarding the execution of the repair. In the case of repair orders, the services recognized by the seller as being expedient are rendered and offset on the basis of the expenditure incurred. This also applies to services and additional services, the expediency of which only becomes apparent during the performance of the order, whereby no special notification to the buyer is required for this purpose. Excluded from this rule are damages caused by the seller. With regard to the forms, tools and devices available to the seller, liability insurance is taken out in an appropriate amount. The storage of the preceding devices / molds / tools etc. takes place optimally separated from the production.

9. Warranty - Limitation of Liability

In the absence of detailed written instructions from the buyer, the orders will be executed using industry-standard materials and well-known manufacturing processes. The buyer can therefore not make any complaints regarding the materials used, unless he has explicitly and in detail made the seller aware of special characteristics and a written statement of the seller is available.

If a product is manufactured by the seller on the basis of design information, drawings, models or other specifications of the buyer, the liability of the seller extends only to conditional execution. The possible consequences of incorrect or incomplete information are the responsibility of the buyer, even if he is not to blame. The seller is not obliged to verify and supplement the information provided by the buyer.

The buyer is obligated to inspect the goods immediately after acceptance for completeness and damage and to subject them to quality control in terms of a final, acceptance and functional test.

For open defects, there is a deadline for the collection of the detailed written complaint of 14 days from receipt of goods. If the buyer misses the timely examination or the notice of defects with a detailed description of the nature and extent of the discovered defects, the delivered goods are considered as approved, unless the defect was not recognizable during the investigation. Later discovered defects are also to be reported to the seller in writing within 14 days. In the event of late notification, warranty claims and claims for damages as well as the avoidance of error are excluded.

The buyer must prove the existence of the defect within a reasonable time. The presumption of defectiveness according to § 924 ABGB is excluded. The seller must immediately be given the opportunity to inspect the alleged defect, if necessary on the spot.

The assertion of a defectiveness of a part of the delivery does not necessarily lead to the insufficiency of the total delivery.

In the event of a defect subject to warranty, the seller shall, at his discretion at the place of performance, repair the defective goods or the defective part or have them sent for rectification or make an appropriate price reduction. In the case of return to the seller, the buyer must also pack the defective goods as safe for transport as delivered by the seller.

If the buyer processes or uses the goods he has complained about despite a complaint of defects without the written consent of the seller, the buyer shall be liable for any resulting damage. In addition, this represents a waiver of the buyer for any warranty and damage claims.

The warranty will also be voided if the buyer or a third party makes alterations or repairs or samples or prototypes in series without the prior written consent of the seller.

The warranty does not cover the replacement of parts subject to natural wear.

As long as the buyer has not fulfilled the agreed payment obligations, the seller is not obliged to remedy the defect.

Unless otherwise stated below, further claims of the buyer, regardless of the legal grounds, are excluded. The seller is not liable for slight negligence and damages that are not caused to the goods themselves, especially for consequential damage, lost profits, litigation costs, unrealized savings, financing costs, interest losses and other pure financial loss, indirect damage, loss of production and damage from third party claims against the buyer.

The liability of the seller is further limited to the sum insured for the specific case of damage of the seller's liability insurance. The maximum liability currently amounts to EURO 3.500.000,00.

The liability of the seller is excluded for damage caused by improper handling or storage, failure to follow operating and installation instructions, incorrect installation or commissioning, faulty or omitted maintenance or repair by the buyer or third parties not authorized by the seller, overstressing of the parts by the seller's indicated performance or natural wear, if this event was causal for the damage.

The above limitations of liability do not apply, as far as the cause of damage is based on intent or gross negligence of the seller or there is a personal injury. The liability of the seller under the Product Liability Act remains unaffected. The injured party must prove the existence of slight or gross negligence or intent.



9. Warranty - Limitation of Liability (cont.)

The contracting parties expressly exclude any protective effects of this contract for the benefit of third parties, so that at most no damage to the seller resulting therefrom can be asserted.

There is no liability in accordance with the Product Liability Act if the seller is not made known in writing within 14 days after the damage as a manufacturer or importer and the seller does not receive this name in copy by registered letter within this period.

Transport damages are only recognized if these were noted by the buyer when taking over the goods on the delivery papers.

10. Storage conditions

The goods should be stored away from moisture at ambient temperatures of -10 ° C to +40 ° C.

The storage of the goods by the Buyer must be carried out in such a way that the loss of small parts (for example screws, nuts, washers) can be excluded (for example in the undamaged original packaging).

11. Statute of limitations

The limitation period for warranty claims is six months. Claims for damages become statute-barred six months after knowledge of the damage and the damaging party, but in any case within three years from the transfer of risk. Insofar as there are other claims against the seller, irrespective of the legal grounds and regardless of the degree of culpability, these are subject to a limitation period of twelve months.

The limitation begins with the knowledge of the claimant of the claim, but at the latest with the acquisition of the goods.

12. Place of performance and jurisdiction

Place of performance for all services from this contract is the registered office of the seller (Hornstein).

The place of jurisdiction for all disputes arising between the seller and the customer in connection with the legal acts and concluded legal transactions carried out on the basis of these General Terms and Conditions shall be the relevant court having jurisdiction for the registered office of the seller. The seller, however, is entitled to sue at the purchaser's place of jurisdiction according to his choice.

All legal acts and transactions concluded on the basis of these General Terms and Conditions and any disputes shall be governed exclusively by substantive Austrian law, excluding the conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13. Data processing

For the fulfillment of the contractual relationship and as far as this results from legal obligations, the seller processes in addition to the master data of the buyer (name, address, contact details, etc.) also all data provided to him and become known in the course of the contractual relationship in both electronic and non-electronic shape. The seller transmits this data to third parties, if necessary for the purpose of fulfilling the contract.

Further information on data processing, the legal foundation on which it is based, storage duration, data subject rights and general information on data protection can be found in the data privacy statement at

<https://www.karner-gmbh.com/disclaimer-en-1/>.

14. Final provisions

The invalidity of individual provisions of these terms and conditions does not affect the effectiveness of the remaining provisions. Ineffective provisions shall be deemed to be replaced by such effective provisions that are capable of achieving the economic purpose of the abrogated rule as far as possible.