

General Terms of Delivery

of VEGA Austria GmbH (VEGA)

I. Scope

1. Unless expressly regulated otherwise, VEGA provides deliveries and services exclusively on the basis of the following general terms of delivery. Terms and conditions of the contractual partner which deviate from these shall not apply even if they have not been expressly objected to in individual cases.
2. Hosting services (SaaS) from VEGA are additionally subject to the VEGA terms for the VEGA Inventory System.
3. The provisions of Section 7 of the Austrian Consumer Warranty Act (VGG) shall not apply to customers who are entrepreneurs.
4. These general terms of delivery also apply to all future orders from the customer to VEGA, without having to refer to them again in particular.

II. Quotations, prices

1. Quotations from VEGA are, insofar as they are not expressly designated as binding, non-binding in all of their parts.
2. In the case of quotations marked as binding, a contract is concluded if the quotation is accepted by the customer within a period of two weeks from the quotation date. After expiry of this period, VEGA is no longer bound by the quotation. For the rest, orders only lead to the contract being concluded when a confirmation is issued by VEGA. Unless stated otherwise in his order, the customer is bound to VEGA for a period of two weeks from the receipt of his order. This period shall be accordingly extended if there are special circumstances (e.g. commercial and technical queries that are required, special requests of the customer, company holidays). VEGA reserves the right to refuse orders or to demand securities.
3. The quality of the delivery items is determined from the agreed specifications as well as from the product descriptions published by VEGA, especially those on the website www.vega.com. The intended purposes envisaged by the customer shall only become part of the contract if the customer has informed VEGA of such purposes of use in writing, in good time before the conclusion of the contract and VEGA has expressly agreed to the intended purpose.
4. Unless agreed otherwise, usual or slight deviations in quality, colour, dimensions or weight are not considered as defects. The same applies to minor changes to the design or its components as part of technical progress, insofar as these do not adversely affect the usability of the goods for the customer.
5. VEGA's prices exclude VAT at the respective statutory rate. They do not include costs for packaging, freight, customs, postage, insurance or other shipping costs.
6. Unless otherwise agreed, the current VEGA prices on acceptance of the offer apply. If an order is delivered later than six months following the conclusion of the contract for reasons for which the customer is responsible, the VEGA price that is valid at the time of delivery is deemed to have been agreed; if a price other than the VEGA price was agreed, this shall increase in the same proportion as the VEGA price has increased.

7. Subsequent change requests of the customer shall only become binding for VEGA if both parties have previously agreed on their technical feasibility, the longer delivery times that are required and appropriate remuneration of the additional work incurred by VEGA.

8. VEGA reserves the right of ownership and usage over cost estimates, drawings and other quotation documents. They may only be made accessible to third parties with the consent of VEGA.

III. Deliveries, transfer of risk

1. Unless otherwise agreed, all deliveries shall be made DAP agreed destination (in Austria), Incoterms 2020.

2. Partial deliveries are permitted if they are reasonable for the customer. They oblige the customer to pay the pro rata remuneration.

3. If the shipment is delayed through no fault of VEGA, the risk is transferred as soon as VEGA has notified the customer that it is ready for shipment, even if VEGA has taken on other services, e.g. shipping costs or shipment, including shipping involving its own transport staff.

4. The transfer of risk also takes place DAP agreed destination (in Austria), Incoterms 2020, if VEGA has taken on other services on site in addition to the delivery of the ordered goods, e.g. the commissioning of the goods or a joint acceptance at the customer's premises.

IV. Terms of delivery and deadlines

1. The terms of delivery specified by VEGA are non-binding. The terms of delivery begin as soon as VEGA has received all of the documents, approvals, releases and agreed payments from the customer that are required for the execution of the order.

2. In cases of force majeure or other circumstances for which VEGA is not responsible (e.g. official measures, tightening of export regulations, pandemics, strikes, lockouts, operational disruptions, material procurement problems, traffic disruptions, etc. – even if they occur with the sub-supplier) the delivery deadlines – also confirmed deadlines – shall be extended to an appropriate extent. If, due to such circumstances, performance of the services/work becomes impossible or unreasonable for VEGA, VEGA shall be indemnified from its obligation to perform. If the delivery delay lasts longer than one month, VEGA and the customer shall be entitled to withdraw from the contract with regard to the part not yet fulfilled.

3. The provision stated above in Section IV.2 also applies if the force majeure or other circumstances for which VEGA is not responsible arises during a delay that has already occurred.

4. The terms of delivery shall be deemed to have been met if the goods have arrived at the agreed destination by the end of the delivery deadline. If the shipment is delayed through no fault of VEGA, the delivery period is met if VEGA has notified the customer that it is ready for shipment.

5. In the event of a delay in delivery, VEGA's liability in the event of simple negligence shall be limited to 0.5 % for each complete week of delay, however a maximum of 5 % of the net invoice amount of the part of the delivery which cannot be used by the customer in accordance with the contract due to the delay. This shall not affect the claim for damages in lieu of performance in accordance with Section VII.9. The customer shall inform VEGA at the latest upon conclusion of the contract about contractual penalties that apply to his customer.

6. If shipping is delayed due to circumstances for which VEGA is not responsible, VEGA will charge at least 0.5 % of the net invoice amount of the stored delivery per month when it is stored in its factory.

V. Payments

1. Payment on invoice: Payments for deliveries and services must be transferred to the account specified in the invoice within 30 days from the invoice date without deduction and free of charge for VEGA.

The timeliness of the payment is determined by the full receipt of payment.

2. Online payments: By placing the order for deliveries and services (for purchases and subscriptions), the customer expressly authorises VEGA or its external payment processor to invoice the customer for these deliveries and services. The customer declares and guarantees that he has the right to use all payment methods that VEGA makes available to him. Online payments are due immediately. The timeliness of the payment is determined by the complete receipt of payment and the successful processing by the payment processor.

3. In the event of late payment by the customer, VEGA reserves the right to charge interest at a rate of 9 percentage points above the base interest rate, but at least 10 % p. a.

4. If the fulfilment of the payment claim is put at risk due to poor financial circumstances of the customer occurring or becoming known after the conclusion of the contract – this is especially the case in the event of an application for insolvency or a cheque protest – VEGA is entitled to deliver by cash on delivery, to demand advance payment, to retain goods not yet delivered, to stop further work on orders still in progress and to withdraw from contracts already concluded with the customer following the expiry of a reasonable period set by VEGA, provided that the customer does not provide an advance payment or other security. The right to assert further claims, especially in the event of default, remains reserved.

5. The customer shall only be entitled to a right of retention or the right to offset in the event of undisputed or legally established claims.

VI. Retention of title

1. The delivered goods remain the property of VEGA until receipt of full payment of the purchase price including ancillary claims (e.g. interest). This also applies if the receivables from the respective business are included in a current invoice, the balance is drawn and recognised. Cheques shall only be deemed to have been settled after they have been irrevocably cashed.

2. The customer is only entitled to resell the reserved goods in the ordinary course of business if it hereby assigns all claims which accrue to the customer from the resale against the buyer or third parties to VEGA. The customer shall inform the buyer or third party of the assignment in writing and make a corresponding note in its books. The customer is not entitled to other disposals of the reserved goods, especially pledging or assignment by way of security.

If the goods subject to retention of title are sold in an unprocessed state, the customer hereby assigns the claims arising from the resale of the goods subject to retention of title to VEGA in full. If goods subject to retention of title are sold by the customer – after processing/combination – together with goods not belonging to VEGA, the customer hereby assigns the claims arising from the resale amounting to the value of the reserved goods with all ancillary rights and priority over the rest. VEGA shall accept the assignment. If there is a current account relationship between the customer and its buyer, the assignment shall not only extend to the balance recognised in accordance with Section 355 Austrian Commercial Code (UGB), but also to any surplus from the current account relationship, which is due for payment immediately without determination and recognition. The customer is also authorised to collect these claims following assignment until revocation. VEGA's authority to collect the claims itself remains unaffected by this; however, VEGA shall not collect the claims and not revoke the customer's authorisation to collect the claims, as long as the latter duly fulfils its payment and other obligations. The customer shall inform the buyer or third party of the assignment in writing and make a corresponding note in its books. The customer discloses VEGA the assigned claims and their debtors, provides all information that is required for collection and hands over the associated documents.

Any treatment or processing of the reserved goods is carried out by the customer for VEGA as the manufacturer, without any obligations for VEGA arising from this. In the case of processing, combination, mixing or blending of the reserved goods with other goods not belonging to VEGA, VEGA is entitled to the resulting co-ownership share in the new item in proportion to the value of the reserved goods and the other processed goods at the time of processing, joining, mixing or blending. If the customer acquires sole ownership of the new item, it is agreed that the customer shall grant VEGA co-ownership of the new item in proportion to the value of the processed and/or joined, mixed or combined reserved goods and shall store them for VEGA free of charge.

3. The customer shall sell the goods delivered by VEGA only with the proviso that it retains ownership of these goods until full payment of the purchase price and agrees that, if the retention of title ceases due to resale, joining, processing or blending, ownership of the new item or the resulting claim shall occur instead of the retention of title.

4. In the event of late payment or an application for the opening of insolvency proceedings over the assets of the customer, VEGA is entitled to claim the immediate surrender of the reserved goods. The surrender does not constitute a withdrawal from the contract. At the same time, all receivables are immediately due for payment.

5. If the value of the existing securities exceeds the receivables to be secured by more than 20 %, VEGA is obliged, at the request of the customer, to release the securities that exceed the value of 120 % of its receivables. VEGA is entitled to select the securities to be released.

6. The customer is obliged to handle and maintain the reserved goods with care. It shall sufficiently insure them against loss and damage at the replacement value at its own expense and shall provide evidence of the conclusion of insurance contracts and the proper payment of premiums upon request. The customer hereby assigns its claims from the insurance contracts to VEGA, subject to dissolution and transfer of ownership. VEGA shall accept the assignment. In the case of an insurance benefit, he must instruct the insurance company to make payment to VEGA at VEGA's request.

7. Access by third parties to goods subject to retention of title or claims placed on their behalf must be notified to VEGA by the customer without delay with the attachment of documents. Costs arising from the defence against access shall be borne by the customer.

8. If the retention of title cited above is not effective according to the law of the country in which the delivered goods are located, the purchaser is obliged to order an equivalent security at VEGA's request. If he does not comply with this request within a reasonable period of time, VEGA can demand immediate payment of all unpaid invoices, regardless of the agreed payment terms.

VII. Warranty and liability

1. VEGA shall assume the warranty described below for defects as to quality and defects of title to the exclusion of further rights. Sect. 377 Austrian Commercial Code (UGB) applies.

2. The customer may only assert rights that are due to defects as to quality if it has duly fulfilled its statutory obligations to inspect and report defects.

3. Parts that were demonstrably defective at the time of the transfer of risk will be repaired or re-delivered at VEGA's discretion. Replaced parts shall become the property of VEGA and must be returned upon request.

4. In the case of a replacement delivery, VEGA shall bear the legal costs, including shipping to the original contractually agreed place of delivery. If shipping takes place to another location at the request of the customer, the customer shall bear the additional costs incurred. Within the scope of the warranty, VEGA does not assume any other expenses or costs incurred by the customer in the course of processing the warranty claims.

5. If a rectification or replacement delivery is impossible, fails, or if VEGA fails to make the rectification or replacement delivery, despite setting a reasonable deadline, the customer may reduce the price, withdraw from the contract in the event of significant defects and demand damages in accordance with paragraph 9. The assertion of damages requires VEGA to be at fault.
 6. VEGA accepts no liability for damage caused through no fault of VEGA due to unsuitable or improper use, incorrect assembly and/or commissioning, excessive stress, natural wear and tear, faulty or negligent handling, unsuitable operating materials and chemical, abrasive, electrochemical or electrical influences (insofar as these are not contractually assumed).
 7. VEGA shall only be liable for the infringement of third-party rights through the use of the goods outside Austria if such use was agreed with the customer or this was to be expected in accordance with the specific circumstances at the time the contract was concluded. If such a liability case exists, VEGA is only responsible for ensuring that there were no foreign rights at the time the contract was concluded that VEGA was aware of at that time, or was not aware of due to gross negligence.
 8. VEGA is not liable for slight negligence - with the exception of personal injury. Irrespective of the degree of fault (with the exception of intent), VEGA is not liable for loss of profit, consequential damage and pure financial loss. In any case, liability is limited to three times the order value.
 9. Warranty claims of the customer become time-barred 24 months after the transfer of risk, other claims, in particular claims for damages, become time-barred 24 months after the start of the statutory limitation period. If VEGA is liable due to the assumption of a guarantee, the limitation periods specified in the guarantee provisions apply.
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VIII. Confidentiality, industrial property rights

1. The parties mutually undertake to maintain strict confidentiality with regard to third parties. In particular, the customer is obliged to treat all business and trade secrets, secret manufacturing processes as well as other confidential business and operational facts, documents and information belonging to VEGA which he becomes aware of during the order as strictly confidential and not to make them accessible to third parties.
 2. Both parties shall also impose the aforementioned obligations on their employees and third parties who are involved in the order or those who have access to confidential information belonging to VEGA.
 3. VEGA reserves all rights of use to all samples, cost estimates, drawings, sketches and other information – including those in electronic form. The customer may only use these and all other property rights connected to the delivery item to the extent stipulated in the contract.
 4. The customer shall inform VEGA immediately if claims are made against it by a third party due to an alleged infringement of industrial property rights with regard to VEGA products or if it becomes aware of the infringement of VEGA property rights by third parties.
 5. If technical elaborations are handed over to the customer as part of a tender or another quotation and if the corresponding order is not placed with VEGA, these elaborations must be returned immediately and may not be made accessible to third parties.
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IX. Export Control, No Re-Export to Russia („No-Russia“-Clause)

1. The shipment/export of goods (products, software, technology) for the fulfilment of the contract is subject to European and Austrian law governing foreign trade and the delivery may be subject to export control restrictions and prohibitions. The relevant legal provisions are, in particular, Regulation (EU) No. 2021/821 (Dual Use Regulation) and Regulation (EU) No. 833/2014 and its respective annexes, the Foreign Trade and Payments Act (AußWG), the first and second Foreign Trade and Payments Regulation

(AußWV) and the relevant Export List, as amended. Furthermore, there are European and national embargo regulations against certain countries and persons which may prohibit delivery or make delivery subject to approval.

2. By placing the order, the customer undertakes to acknowledge and comply with European and Austrian export control regulations and the Austrian Sanction Act (SanktG). Furthermore, the customer shall not provide the goods, either directly or indirectly for civil nuclear use in the countries, unless he has the necessary authorisations.
3. In order to comply with Article 12g of Regulation (EU) No 833/2014, VEGA and customer agree on the following so-called "No-Russia"-clause:
 - 3.1 This clause only applies if the customer is located in a third country in the meaning of Regulation No 833/2014, with the exception of partner countries listed in Annex VIII to Regulation No 833/2014.
 - 3.2 The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with an order to VEGA that fall under the scope of Article 12g of Regulation (EU) No 833/2014.
 - 3.3 The customer shall undertake its best efforts to ensure that the purpose of paragraph 3.2 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
 - 3.4 The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 3.2.
 - 3.5 Any violation of paragraphs 3.2, 3.3 and 3.4 shall constitute a material breach of an essential element of the agreement between the customer and VEGA. In the event of such violation, VEGA shall be entitled to
 - (i) terminate or, if applicable, rescind the agreement concerned,
 - (ii) demand payment of a contractual penalty, the amount of which VEGA may determine at its reasonable discretion and which may be reviewed by the competent court in the event of a dispute, and
 - (iii) invoke any other remedy that the applicable law provides for a material breach of a contract by the customer.
 - 3.6 The customer shall immediately inform VEGA about any problems in applying paragraphs 3.2, 3.3 and 3.4, including any relevant activities by third parties that could frustrate the purpose of paragraph 3.2. The customer shall make available to VEGA information concerning compliance with the obligations und paragraph 3.2, 3.3 and 3.4 within two weeks of the simple request of such information.

X. Place of performance, place of jurisdiction, choice of law

1. The place of performance is Schiltach, Germany.
2. The sole place of jurisdiction is Wien, at VEGA's sole discretion, this may also be the headquarters of the customer.
3. Austrian law shall apply exclusively. The validity of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

4. Should individual provisions of these terms of delivery not be effective, this shall not affect the effectiveness of the remaining provisions. The contracting parties shall replace the invalid provision with an effective and appropriate provision that comes as close as possible to the economic intent of the original provision.

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