

# GENERAL BUSINESS & DELIVERY CONDITIONS

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## 1 GENERAL SCOPE OF APPLICATION

1. The following General Terms and Conditions apply to all current and future business relationships in which BILTON LEDON Technology acts as seller/supplier and the customer is an entrepreneur as defined by § 1 of the Consumer Protection Act. Amendments to the General Terms and Conditions shall be sent to the customer by e-mail and can be retrieved and saved on the homepage. If the customer does not object in writing within 2 weeks after receipt of the amended terms and conditions, his silence shall be deemed to be consent to the amended General Terms and Conditions.
2. Deviating, conflicting or supplementary general terms and conditions of the customer, even if known, shall not become part of the contract unless their validity is expressly agreed in writing.

## 2 CONCLUSION OF CONTRACT

1. Our offers are to be regarded as invitations to submit an offer and are non-binding. In particular, we reserve the right to sell the offered goods in the meantime. The delivery dates stated on orders or order confirmations are non-binding. Agreed dates are only binding if they have been expressly confirmed in writing as fixed dates.
2. The reservation of industrial property rights and copyrights shall also apply to all offer and project documents including all associated enclosures and samples, dimensional drawings and descriptions.
3. Unless otherwise agreed in writing, the offers are valid for a period of 3 months.
4. By ordering goods, the customer makes a binding offer to enter into a contract. With goods ordered electronically, we will confirm receipt of the customer's order. The confirmation of receipt does not constitute a binding acceptance of the order. The confirmation of receipt shall only constitute a declaration of acceptance if we expressly declare this. The contract shall be deemed concluded when the seller has sent a written order confirmation or a delivery to the customer after receipt of the order. However, the seller's confirmation regarding receipt or receipt of an order shall not be deemed to constitute the conclusion of the contract.
5. Special instructions of the customer, such as delivery requests, deadlines, discounts, etc., shall be regarded as incidental suggestions of the customer. They shall only become part of the contract if they are expressly recognised as binding by the seller within the framework of the order confirmation.
6. After conclusion of the contract, changes to the order by the customer are only possible with the consent of the seller and subject to indemnification.
7. We reserve the right to make voluntary changes in the design and equipment of the goods for technical reasons or due to legal or official requirements.
8. In the case of custom-made products, we are permitted to make excess or short deliveries of up to 10% of the ordered quantity.
9. In the event of incorrect or improper self-delivery, we shall be entitled to withdraw from the contract without setting a grace period. In the event of non-availability or only partial availability of the service, the customer will be informed immediately. The counterperformance shall be refunded without delay.
10. Verbal agreements are not valid. Supplements must be made in writing and confirmed by us. Cost estimates are non-binding unless the opposite is expressly agreed in writing. For the preparation of binding cost estimates, the customer shall pay the agreed fee, but in any case, an appropriate fee.
11. By placing an order with us, the customer agrees to accept invoices and any credit notes in electronic form.

12. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents that are designated as confidential. The customer requires our express written consent before passing them on to third parties.

### 3 PRICES/REMUNERATION

1. The prices quoted are daily prices and are valid until revoked. They are based on the costs at the time of the offer. However, we reserve the right to declare a change and adjustment of the prices to the customer before the conclusion of the contract. In this case, we are obliged to inform the customer of the price adjustment. The final calculation of the price is based on the discounts valid or agreed on the day of delivery. The calculations of the offer are only valid if the entire goods or quantity offered are ordered. All price quotations are subject to change and are quoted in euros unless otherwise stated.
2. The prices quoted by us are ex works or ex warehouse of the seller, excluding packaging, freight, insurance, taxes and duties (such as VAT, WEEE – costs of the EU Directive on Waste Electrical and Electronic Equipment or customs duties), assembly, installation, commissioning and other ancillary costs. Such costs shall be borne by the customer and shall be additionally invoiced by us or the competent authority.
3. In the case of deliveries against foreign currencies, we shall in any case be entitled to exercise a right of choice on the due date in such a way that we demand the claim, at our discretion, in euros or in the foreign currency originally used as a basis (exchange rate value at the time of the due date).
4. Our invoices are to be paid within 30 days net cash, unless otherwise agreed. In the event of default in payment, we shall be entitled to charge interest on arrears from the due date at the rate of 9.2% above the base rate, but at least 12% p.a.
5. Incoming payments shall first be credited against costs already incurred (reminders, keeping of records, collection, etc.), then against interest already accrued and finally against the outstanding capital, first against the oldest due date in each case.
6. A payment shall be deemed to have been made on the day on which we can dispose of it.
7. We are not obliged to accept bills of exchange or cheques. However, if we accept such papers, this shall only be done on account of payment and only against reimbursement of the discount and collection charges incurred by our customer. The acceptance of preceding papers is also not regarded by us as cash payment, which is why no discount can be granted on this payment. A postponement of the originally agreed due date does not take place with the acceptance of the papers by us. We are entitled at any time to demand the outstanding amount against return of these papers.
8. We shall not be obliged to make any further deliveries under any current contract before full payment of any invoice amounts including interest on arrears, other expenses and costs. If the customer is in arrears with a due payment or if there is a significant deterioration in the customer's financial circumstances, we may demand cash payment before delivery of the goods for any outstanding deliveries under any current contract, with the payment term being waived. In the event of default with a due payment, all other claims not yet due shall become due immediately, e.g., also any current bills of exchange.
9. In the event of a delay in payment of more than 90 days or in the event of the initiation of insolvency proceedings, any discounts and bonuses granted shall be forfeited and the gross invoice amounts shall be payable. In this case, interest on arrears shall be calculated from the gross amounts from the due date of the invoice.
10. The customer is not entitled to withhold or offset payments due to warranty claims or other counterclaims.
11. The customer undertakes to bear all costs associated with the collection of the claim, such as in particular collection charges or other costs necessary for appropriate legal action.
12. The seller retains title to all goods delivered by him until full payment of the invoice amounts plus any interest and costs and is entitled at his own discretion to make this retention of title known until receipt of full payment and, where possible, to notify and register it with competent domestic and foreign authorities. The customer hereby assigns to the seller, as security for the seller's purchase price claim, its claim arising from a resale of goods subject to retention of title – even if such goods have been processed, transformed or mixed – and undertakes to make a corresponding note in its books or on its invoices. Upon request, the customer shall disclose to the seller the assigned claim together with its debtor, provide all information and documents required for the collection of the claim and notify the third-party debtor of the assignment. In the event of seizure or any other claim to the goods subject to retention of title, the customer is obliged to point out the seller's right of ownership and to notify the seller immediately.

### 4 ORDERS AND SERVICES

1. Orders and services shall be remunerated in accordance with the time spent by the Seller's employees and auxiliary persons according to the hourly rates set by the Seller in each case plus expenses and material costs actually incurred. The preparation of repair quotations, cost estimates and appraisals shall in any case be deemed to be a chargeable order.

2. Cost estimates of the seller are subject to payment. The cost estimate is prepared to the best of the seller's knowledge. However, no guarantee for the correctness can be assumed. Should costs increase by more than 15% after the order has been placed, the client shall be informed immediately. In the case of unavoidable cost overruns of up to 15%, a separate notification is not necessary and these costs can be invoiced without further ado. If the client has caused the additional costs compared to the cost estimate (e.g., change requests of the client), these costs can be charged additionally in any case. In the case of repair orders, the services identified by the seller as expedient shall be provided and invoiced. The same applies to services and additional services whose expediency only becomes apparent during the execution of an order.

## 5 RESERVATION OF TITLE

1. We retain ownership of the delivered goods until the purchase price has been paid in full.
2. The customer is entitled to sell the reserved goods in the ordinary course of business as long as he is not in default. He already now assigns to us all claims in the amount of the invoice amount which accrue to him from the resale against a third party and undertakes to make a corresponding note in his books or on his invoices. We accept the assignment. After the assignment, the customer is authorised to collect the claim. We reserve the right to notify the reseller of the goods of the reminder issued and to collect the claim ourselves as soon as the customer does not duly meet his payment obligations and is in default of payment.
3. The customer must inform us immediately in writing of any access by third parties to the goods, in particular of enforcement measures and any damage to or destruction of the goods. The goods delivered under retention of title shall be properly stored and adequately insured against all risks foreseeable in the ordinary course of business.
4. The processing of the goods by the customer shall always be carried out in our name and on our behalf. If the goods are processed, we shall acquire co-ownership of the new item in proportion to the value of the goods delivered to us. The same shall apply if the goods are processed or mixed with other items not belonging to us.
5. In the event of conduct by the customer in breach of contract, in particular default in payment, we shall be entitled to withdraw from the contract and demand the return of the goods or, if applicable, demand assignment of the claims for return.
6. The customer is obliged to treat the goods with care. As long as our right of ownership exists, the goods are to be insured by the customer against loss and depreciation, against vandalism, fire, theft and transport risk as well as water damage.

## 6 DELIVERY TIME / TRANSFER OF RISK / DELIVERY

1. The place of performance for the delivery of goods is always the seller's factory or warehouse. Use and risk shall pass to the customer when the delivery is segregated or dispatched ex works or ex warehouse, irrespective of the pricing agreed for the delivery (e.g., carriage paid, CIF, etc.). This shall also apply if the delivery is made as part of an assembly or if the transport is carried out or organised by the seller.
2. In the case of orders and services, the place of performance is where the service is rendered; in case of doubt, the seller's works. The risk for a service or partial service shall pass to the customer upon its performance.
3. We shall only be obliged to perform as soon as the customer has fulfilled all his obligations required for delivery (e.g., receipt of the agreed down payment). We shall comply with the delivery periods and dates as far as possible. Unless expressly agreed as binding, they are non-binding and are always understood as the expected time of provision and handover to the customer. Withdrawal from the contract by the customer due to delay in delivery is only possible by setting a reasonable period of grace of at least 4 weeks. The withdrawal must be asserted in writing. The right of withdrawal shall only apply to the part of the delivery or service for which there is a delay.
4. Official approvals and any third-party approvals required for the execution of installations shall be obtained by the customer. If such approvals are not obtained in time, the delivery period shall be extended accordingly.
5. The seller is entitled to make and charge partial or advance deliveries. If delivery on call has been agreed, the goods shall be deemed to have been called at the latest one year after the order.
6. The risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon handover of the goods in the case of sale by delivery to a place other than the place of performance upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.
7. If dispatch is delayed at the request of the customer, the risk shall pass to the customer upon notification of readiness for dispatch. The customer shall reimburse the costs caused by the delayed dispatch.
8. Dispatch shall be effected at our discretion ex Seller's warehouse or ex works Gewerbepark Harham 2, 5760 Saalfelden, Austria. We reserve the right to choose the type of dispatch and the dispatch route. Partial deliveries that are reasonable for the customer are permissible.
9. Delays in delivery and performance due to force majeure and due to events, which make performance substantially

more difficult or impossible for us not only temporarily, including in particular armed conflicts, official interventions and prohibitions, strike, lockout, delay in transport and customs clearance, transport damage, shortage of energy and raw materials, failure of an essential supplier on our side who is difficult to replace, etc. Even if delays occur at our manufacturers or suppliers or their sub-suppliers, we are not responsible for these even in the case of bindingly agreed deadlines and dates. They entitle us to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract in whole or in part because of the part not yet fulfilled.

## **7 GUARANTEE/INSPECTION OF THE GOODS**

1. Complaints about incorrect deliveries or concerning obvious defects must be made in writing within eight days of delivery of the goods. Otherwise, the warranty period for new goods is a maximum of 24 months after delivery. It begins at the time of the transfer of use and risk (cf. clause 8).
2. The seller exclusively guarantees that the goods delivered by him are free from manufacturing and/or material defects. Electronic wear parts and used goods are excluded from any warranty. Warranted characteristics are only those that are expressly designated as such in product information. A warranty is valid at the longest until the expiry of the warranty period. Technical or formal changes to the products which serve to improve them or which take account of changed statutory regulations may be made by the seller without further publication. Public statements, recommendations or advertising do not constitute a contractual description of the quality of the goods. The provision of samples before or on the occasion of the conclusion of the contract does not constitute an agreement to purchase by sample, i.e., they are merely illustrative samples showing the stated character of the goods. Certain properties are not agreed through this.
3. If goods are manufactured by the Seller on the basis of design data, drawings, models or other specifications provided by the Customer, the Seller's warranty shall be limited to careful workmanship.
4. We provide warranty for defects of the goods at our discretion or rectification, replacement delivery or credit note. If an improvement or replacement is not possible or feasible, the customer may, at his discretion, demand a price reduction or, if the defect is not only minor, rescission of the contract (redhibition). Invoices for repairs carried out by the customer or third parties will only be accepted if these costs have been notified to the seller in writing in advance and an assumption of costs by the seller has been confirmed in writing. Otherwise, the warranty shall expire immediately if the customer or a third party makes changes or repairs to the goods without the written consent of the seller.
5. Unless otherwise agreed, the statutory warranty period shall apply. This also applies to delivery and service items that are firmly connected to a building or land. The warranty period shall commence at the time of the transfer of risk. Deviations from this must be made in writing or are stated on our offers.
6. In the event of loss or damage during transport, the customer is responsible for making a complaint to the carrier and is advised to arrange for an official statement of the facts to be made immediately.
7. No warranty, guarantee or liability whatsoever shall be assumed for discounted goods or for rejects delivered in accordance with the agreement.

## **8 LIMITATIONS OF LIABILITY AND INDEMNIFICATION**

1. Outside the scope of application of the Product Liability Act, our liability is limited to intent and gross negligence. This limitation of liability shall not apply, however, to compensation for personal injury and the violation of main contractual obligations by us. We shall not be liable for indirect damage, loss of profit, loss of interest, failure to make savings, consequential and pecuniary damage and damage arising from third-party claims, provided that we are only responsible for slight negligence and there is no breach of main contractual obligations on our part. Justified claims for damages by the customer are in any case limited in amount to the value of the delivery of goods, but not more than the sum covered by our insurance.
2. We are not liable for damage caused by unsuitable or improper use, natural wear and tear, incorrect or negligent handling or storage.
3. Any claim for damages may only be asserted in court within one year after the person or persons entitled to claim have become aware of the (primary) damage, but at the latest within 3 years from the occurrence of the damage, unless other limitation periods are stipulated in mandatory statutory provisions.

## **9 FINAL PROVISIONS**

1. Austrian law shall apply exclusively to the exclusion of the conflict of law's provisions. The provision of the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. It is agreed that the place of jurisdiction for all disputes arising directly or indirectly from the contract shall be the Austrian court with local and subject-matter jurisdiction for our registered office. However, we also have the right to

sue the customer at his general place of jurisdiction.

3. Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.
4. The data related to our business relations (in particular name, address, telephone and fax numbers, e-mail addresses, order, delivery and invoice addresses, order date, ordered or delivered products or services, number of items, price, delivery dates, payment and reminder data, etc.) shall be stored and processed in accordance with Article 6 of the EU-DSGVO (<https://www.bilongroup.com/en/privacy-policy/>). The supplier has a right of revocation at any time. We take all technically reasonable measures to protect the customer data stored with us. The data will not be passed on to third parties and will only be used for the purpose of processing the business.