

# General Terms and Conditions of Business

## Lifetime Services

### General

These General Terms and Conditions of TGW Group (hereinafter referred to as "TGW"), applicable for TGW Systems Integration GmbH, TGW Logistics GmbH, TGW Software Services GmbH and TGW Robotics GmbH, form an integral part of the business operations concluded between TGW and the Client, unless deviating conditions have been expressly agreed. The General Terms and Conditions of the Client are expressly objected to by TGW and shall consequently not be part of the contract.

### Prices

All supplies and services will exclusively be performed at the prices specified in the currently valid price list, unless otherwise agreed. The prices for spare parts shall exclusively conform to our offer. Price alterations shall be reserved, as far as they result from changes that are beyond TGW's control (e.g. increase of standard wages).

In case an all-inclusive price has been agreed, it was calculated on the basis of the terms and conditions set out by TGW. In case the failure to comply with any of these conditions results in additional costs, TGW shall be entitled to adjust the prices accordingly.

Special transports shall only be realised upon request and at the expense of the Client.

Duties, taxes, fees etc. shall be borne by the Client.

### Scope of supply

The scope of supply shall be determined by a written order confirmation.

### Basis for payments

Payments are based on the work performance records completed by the engineers of TGW. These records must be signed by the Client without fail. In case the Client or an authorised representative is not available at the end of the service assignment to confirm the work performance record, the records of the engineer(s) will be deemed to be binding. A proof in PDF-format will be transmitted via email thereafter.

## **Terms of payment**

Any payment has to be made free of charge and without discount immediately upon receipt of the invoice.

Retention of payments or compensation due to the Client's possible counterclaims shall be excluded, unless legally established or accepted by TGW. Furthermore, the Client shall only be entitled to execute his right of retention, if and when the counterclaim is based on the same contractual relationship.

Besides, TGW shall be entitled to claim interest on late payments in the event of delayed payment on the part of the Client. TGW shall have the right to suspend the performance of its supplies and services until payment of all outstanding invoiced amounts.

## **Termination of contract**

A termination shall only be possible upon good cause shown which cannot be remedied within a reasonable period of grace. A good cause shall be the refusal of assumption or abandonment of the activities covered by contract as well as the violation of important contractual obligations, provided that it is due to deliberate act or serious negligence and it would be unreasonable to further adhere to the contract.

Termination without cause shall be excluded.

## **Spare parts supplies**

Spare parts shall be supplied in accordance with the INCOTERMS 2020 agreed between the parties.

In case of the Client's default in acceptance we shall have the right to charge a reasonable amount of storage costs. The Client shall be obliged to accept partial deliveries and services.

## **Deadlines, bearing of risk**

All detailed dates and deadlines are without obligation. In case a date is delayed due to circumstances which TGW is not responsible for, this date will be reasonably postponed. The costs resulting from the delay shall be borne by the Client. The risk shall be borne by the Client and will start upon delivery.

## **Warranty**

TGW shall be liable only for defects that occur within 6 months after completion of the respective service. The warranty period for spare parts shall be 12 months after their delivery. The spare parts shall immediately be inspected by the Client for apparent defects after receipt.

The Client has to notify a detected defect immediately to TGW in writing. Defects which have been detected within the warranty period and duly notified to TGW shall be remedied at TGW's option either by means of rectification or replacement.

TGW's liability for defects shall not apply, if the defect is due to a circumstance imputable to the Client, or if the Client has made modifications or maintenance work without TGW's approval. The burden of proof depends on the legal regulations.

Warranty does not include natural abrasion or wear, nor defects due to faulty or careless handling, excessive loading, inappropriate operating resources, defective construction work, unsuitable foundation and those influences which are not assumed according to the respective maintenance and service agreement.

After notification to the Client TGW shall be entitled to install defective components in other products identical in construction for reasons of solution finding. However, the responsibility for resulting damage cannot be assumed by TGW.

If during the complaints handling process it turns out to be necessary to analyse complained parts in order to identify the cause for the failure in detail, it will not always be possible to assume a non-destructive inspection. It may de facto happen that single components cannot be used or reinstalled any longer after the analysis.

If during the analysis it turns out that the failure is no warranty case, the costs for the no longer usable components shall be borne by the claimant, provided that repair is requested. Furthermore, the expenditure for the analysis, for the possible repair, as well as the transportation cost will be charged.

#### **Retention of title**

All spare parts supplied by us shall remain our property until total retirement of all financial obligations of the Client. Retention of title shall also apply, if our delivery is firmly connected with and/or installed in the Client's property, unless the removal of our property causes major damage to the Client's property that is out of any economic proportion to the contract value of our delivery.

As long as the retention of title exists, the sale, pledging, cession by security and leasing or any other form of transfer of the spare parts supplied by us shall not be permitted without our express written consent. In case of pledging or any other utilisation of the system by third parties, the Client shall have the obligation to assert our property right and to inform us about these circumstances without delay.

In case of sale of the object under our retention of title, the claims of the Client will take the place of that object, without the need for an express assignment of it to TGW.

## **Client's cooperation**

The following obligations to cooperate are fundamental contractual obligations of the Clients which shall be performed by him free of charge, unless otherwise expressly agreed or specified to the contrary of the points below:

- The Client will place any documents and information that are necessary for the performance of the services to TGW's disposal.
- The Client shall provide protection of the engineer(s) and materials necessary on site for the service work performed by TGW. The Client shall provide adequate working conditions - especially for construction site safety.
- The employees of TGW shall be informed about safety regulations to be additionally observed which are not implied by the nature of the subject matter of the contract or the services to be performed. The Client shall immediately inform TGW about possible infringements of safety regulations by employees of TGW.
- If required, auxiliary personnel, lifting platforms, scaffolding etc. shall be available to TGW ready to use to perform the respective activities on site. In case the installation equipment, or special equipment such as cranes, forklift trucks, lifting platforms, welding machines etc. have to be provided by TGW, the equipment rent plus a 10% allowance for overhead costs will be charged. The payment is based on the time from shipping to return of the equipment.
- The Client shall be obliged to provide the energy needed for service performance (lighting, operating power, water etc.) including all required connections.
- If necessary, the Client shall provide burglar-proof rooms for the storage of the tools of TGW's employees as well as heatable recreation rooms.
- The Client shall make sure that the TGW employees are able to immediately start their service work after their arrival on site. If necessary, the TGW employees shall be attended by a qualified person who is familiar with the premises. Resulting delays that are imputable to the Client shall be at his expense.

## **Miscellaneous**

The employees of TGW will adapt as far as possible to the working hours established at the Client's site. The Client shall confirm the working time on the work performance record presented to him. Objections of the Client shall not entitle him to reduce payments or retain subtotals.

The assignment of rights and obligations under the contracts concluded with us to a third party shall require out written consent to become effective.

In case one or several provisions of these General Terms and Conditions is or becomes ineffective, the effectiveness of the remaining provisions will not be affected.

## **Liability**

TGW shall be liable within the scope of the legal regulations in due consideration of the following conditions:

TGW's total liability shall be limited to a maximum equivalent to the contract value or, with regard to recurring services, at the agreed annual value.

In case of damages resulting of injury of life, body or health as well as claims on the ground of fraud, wilful unethical infliction of damage, deliberate tortious act and violation of duty through deliberate act or gross negligence, the abovementioned liability limitations shall not apply.

Liability for consequential damages as well as pure financial losses, loss of profit, loss of production and loss of interest etc., shall in any event be excluded.

TGW shall be liable for any damages culpably caused by itself, its assistants or its subcontractors as mentioned above.

## **Force majeure**

The obligations of the respective contracting party shall be suspended by events of force majeure.

TGW shall not be made responsible for events of force majeure as well as any other circumstances which are beyond their control. These circumstances shall in particular include fire, flooding, earthquakes, war, riots, industrial conflicts, embargos, delay or non-issuing of import licences, restrictions to the issuing of travel permits for the personnel, transportation restrictions, general shortage of raw materials and supply goods, the limitation of power supply as well as the bankruptcy of sub-contractors.

If a contracting party is or will be prevented from performing any of its obligations under this contract by an event of force majeure, it shall immediately give notice to the other party of the beginning and end of the event or circumstances constituting the force majeure.

## **Intellectual property rights**

The copyright for any documents, records, drawings and software created by TGW in connection with this Contract shall remain with TGW.

TGW shall grant the Client the non-exclusive, permanent, irrevocable and unrestricted right to use all or part of the plans and documents as well as any other service performed by TGW for the project under the Contract without TGW's involvement, also in case of a premature termination of contract.

The granted right shall include the Client's authorisation to use all plans and drawings as well as components necessary for the correct operation of the System. The Client may exclusively transfer this right to third parties to the extent that is required for the purpose of operating, servicing and maintaining the System. Direct competitors of TGW shall be excluded.

### **No-russia clause**

The Client 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 a contract with TGW that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

The Client shall undertake its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including by possible resellers.

The Client 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 this clause.

Any violation of the aforementioned clauses shall constitute a material breach of an essential element of the respective agreement between Client and TGW, and TGW shall be entitled to seek appropriate remedies.

### **Confidentiality**

Confidential information, such as illustrations, drawings, calculations, computer programmes, files, models, tools and other documents, business or internal information, which one contracting party makes available to the other and of which one party has become aware under the terms of this contract, must not be disclosed to third parties, insofar as the respective information is not in the public domain.

Companies affiliated to the respective contracting party and such subcontractors, for which a transfer of information is required for fulfilling the obligations hereunder, shall not be considered to be third parties.

### **Warranty Claim – Return Delivery**

For products, which are returned without error description or identification with the assigned error number (TGW reference), TGW shall reserve the right to return them to the Client at his expenses and risk.

TGW does not accept any liability for damages caused during return transport (e.g. due to improper packaging). The Client is solely responsible for any transport damages of returned goods. In order to avoid any damages, TGW recommends following rules:

## Safe packaging

Consignments have to be packed by the Client using safe packaging in accordance with the content, dimensions and dispatch type so that damages during the transport can be excluded.

This always includes adequate outer packaging, adequate inner packaging as well as safe sealing.

- The outer packaging must be constituted according to the content so that the packed objects do not fall out, other consignments are not damaged, but also the complained product itself is not additionally damaged either.
- Inner packaging has to be provided that is adequate/sufficient for the respective situation (filling material).
- For transport sensitive objects, the packaging must be adapted to their specific sensitivity and identified accordingly, in order to individually consider the nature, quantity as well as any other particularities of the respective content.
- The packaging must safely protect the content of the consignments against stress to which they are normally exposed during shipping (e.g. pressure, impact, fall from height, vibration or temperature influences).
- The outer packaging must be sufficiently solid and pressure resistant as well as have the necessary dimensions to provide space for the entire content and required inner packaging parts.
- Resistant materials have to be used to seal the consignment (e.g. tear-proof, self-adhesive plastic packing tape) which guarantee a strong cohesion of the consignments.
- Packaging or seals must not have sharp edges or points, e.g. protruding nails, clips, splinters or wire ends. The packaging must fully enclose the transported object.

It must be possible to clearly identify the product or the cohesiveness of the parts.

The complained product has to be packed as a single-item unit, if required in own containers, otherwise by using intermediate layers.

### **Choice of law and jurisdiction**

All services agreed with TGW Systems Integration GmbH and TGW Logistics GmbH shall be governed by the laws of Austria, to the exclusion of the UN Convention on Contracts for the International Sale of Goods from 1980 (CISG) and the corresponding standards related to conflict of laws rules. Place of jurisdiction shall be, with regard to TGW Systems Integration GmbH and TGW Logistics GmbH, the competent court of law in Wels/Austria.

All services agreed with TGW Software Services GmbH and TGW Robotics GmbH shall be governed by the laws of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods from 1980 (CISG) and the corresponding standards related to conflict of laws rules. Place of jurisdiction shall be, with regard to TGW Software Services GmbH and TGW Robotics GmbH, the competent court of law in Stephanskirchen/Germany.

### **Validity**

These General Terms and Conditions of Business shall be valid as of 2025-02-01. Modifications may be made by TGW at any time and shall replace the present version.