

Scope

The following terms and conditions apply exclusively to deliveries and the conclusion of contracts. These terms and conditions also apply to future business relationships between Ionitec and persons for whom this business relationship is part of the commercial activity of a company (hereinafter referred to as the "Buyer"). We are only bound by changes or additions if we have expressly agreed to them in writing. For assembly work, our General Terms and Conditions for Directed Installation or Flat-Rate Installation, as amended from time to time, also apply. The Buyer's General Terms and Conditions are hereby expressly rejected. These shall only apply if we have expressly agreed to them in writing. A written contract replaces any verbal agreements between Ionitec and the Buyer.

All orders, in particular orders received verbally or by telephone, are accepted exclusively on the basis of these General Terms and Conditions.

Offers and Contracts

Ionitec offers are non-binding, regardless of their form.

Any agreements become binding only upon written confirmation. In the event of conflicting provisions regarding an agreement, the contract text prepared by us shall prevail. The buyer is obligated to review any confirmations received from us. If the buyer does not object to confirmations within eight days of receipt, they shall be deemed accepted. Verbal cost estimates are not binding. Unless otherwise agreed, offers and cost estimates are subject to a fee and are without guarantee of their completeness and accuracy.

Prices

All prices are net and do not include VAT, import and export licenses, exchange rates, or other official approvals. In the event of a cost increase at the time of delivery (e.g., due to government charges, customs duties, freight, raw materials, manufacturing, or labor cost increases), Ionitec reserves the right to adjust prices accordingly. Unless Ionitec and the buyer agree on a price upon signing the contract, the list prices valid on the date of delivery will be charged.

Payment

Payments must be made in accordance with the payment terms contained in the order confirmation and/or the signed contract. Unless a due date is specified therein, half of the price is due upon receipt of the order confirmation and the remainder upon notification of readiness for delivery.

In the event of default by the buyer, the buyer shall pay default interest at a rate of 8% above the base interest rate of the European Central Bank per annum, as well as reimburse all legal costs incurred as a result of the default.

If the buyer fails to comply with the payment terms and/or Ionitec becomes aware of circumstances after conclusion of the contract that lead Ionitec to suspect that the buyer's creditworthiness is lower than originally assumed, any outstanding claims shall become due immediately upon notification to the buyer. In this case, Ionitec shall also be entitled, at its sole discretion, to only make outstanding deliveries against advance payment or to terminate the contract. The buyer shall compensate Ionitec for any losses and/or damages resulting therefrom, including but not limited to Ionitec costs, additional expenses, reasonable contractual profits, and expenses incurred by Ionitec in connection with the sale prior to termination. The right to reclaim the delivered goods subject to retention of title shall remain unaffected.

Deductions are not permitted unless otherwise agreed.

In the event that the buyer terminates a contract, they are nevertheless obligated to pay the agreed price to Ionitec in accordance with Section 1168 of the Austrian Civil Code (ABGB). Alternatively, Ionitec is entitled to demand lump-sum compensation from the buyer in the amount of 20% of the gross sales price. However, Ionitec reserves the right to claim higher damages upon presentation of appropriate evidence.

Data and Documents

Documents, including but not limited to plans, sketches, technical documents, samples, brochures, and documentation, remain the intellectual property of Ionitec at all times. Use, reproduction, distribution, publication, and submission are only permitted with the express written consent of Ionitec.

Retention of Title

Goods delivered by us remain the property of Ionitec until all outstanding claims, regardless of the legal basis, have been settled, but in any case until the claim relating to the goods has been paid.

If goods are processed by Ionitec or combined (installed or connected) with other products that do not belong to Ionitec, the retention of title automatically extends to the new item.

Claims against third parties arising from the resale of the goods subject to retention of title – regardless of whether they are in their original condition, processed, or combined – are hereby assigned to us by the buyer, including all associated rights, up to the amount owed to us, including interest and expenses – regardless of whether the goods subject to retention of title were sold to one or more buyers without processing or combination.

The buyer must record the assignment in its books. It is also obligated to inform us of its buyers, allow us access to its books, and provide us with all information and documents necessary for collection. The buyer is obligated to notify the buyer of the assignment upon request. We are entitled to notify the buyer of the assignment of the outstanding claim at any time. If the buyer fails to fulfill his payment obligation to us, unless otherwise stated, he is entitled to collect the outstanding claims assigned to us; however, he is not entitled to take possession of these claims as a result of the assignment.

The buyer is obligated to use the money he receives from his buyer as payment for the goods delivered by us to settle the outstanding claim against us. The buyer is obligated to inform us without undue delay of any seizure or other disadvantage by third parties to the detriment of our reserved property.

To the extent that the retention of title or the assignment of claims is invalid or unenforceable due to mandatory foreign law, the security corresponding to a retention of title or an assignment shall be deemed agreed.

Delivery Period

Unless otherwise stated, the delivery period begins on the date of order confirmation. Ionitec is only bound by delivery periods if they are agreed in writing. Delivery times are estimates and not binding.

To the extent that the buyer is obligated to provide us with plans, specifications, approvals, releases, authorizations, etc., or to the extent that the buyer is required to provide security (e.g., advance payments), the delivery period only begins after these obligations have been fulfilled by the buyer.

To the extent that we are responsible for a delay in delivery, the buyer may demand performance from us or, under penalty of termination, grant us a reasonable period of time to rectify our entire performance. To the extent that the grace period is not met due to our fault, the seller may withdraw from the contract by written declaration with respect to all parts that have not been delivered or that have not been notified as ready for delivery, as well as with respect to all parts that have been delivered or whose readiness for delivery has been notified but cannot be used by the substitute

supplier. We are only liable for damages caused intentionally or through gross negligence. We are entitled to the agreed payment for deliveries not affected by the termination.

If the buyer defaults on acceptance, we may either demand acceptance or withdraw from the contract after setting a 14-day period. In both cases, we may demand full payment.

The buyer is not entitled to refuse partial deliveries; nor is he entitled to repeatedly delay delivery dates or deadlines. If the buyer declares that he wishes to accept a delivery or parts thereof at a later date than agreed upon, the risk of the goods automatically passes to the buyer. The buyer is obligated to fulfill his payment obligations in accordance with the original contract. In any case, the buyer shall bear any additional costs, including storage costs, unless otherwise agreed in writing. Ionitec is not obligated to deliver if the buyer is in default with payment for other deliveries.

Shipping and Transfer of Risk

Our obligation to perform does not include packaging. If, in exceptional cases, we are required to provide packaging, this will be done using standard commercial methods to protect the goods from damage during transport to the place of delivery under normal transport conditions. Packaging material will only be taken back with prior agreement.

Unless otherwise agreed, the goods are sold FCAA-9400 Wolfsberg, Austria (Incoterms 2020).

If the buyer requests a special form of delivery or a special means of transport, we will invoice this separately. The unloading location must be safe and accessible for transport vehicles without obstructions. The buyer must compensate for any additional costs and damages, including claims from third parties, resulting from a breach of the obligation to secure the premises for persons and vehicles. Loading and unloading of the means of transport is a contractual ancillary obligation of the buyer.

In the event that the delivery or service cannot be performed for reasons beyond Ionitec's control, the transfer of risk occurs automatically three months after notification of readiness for shipment. If the buyer is responsible for picking up the goods, the risk automatically transfers to the buyer no later than 14 days after notification of readiness for shipment.

Warranty and Damages

The warranty period is 12 months, commencing on the date of acceptance or the date the goods are put into operation by the buyer, whichever occurs first. However, the warranty period ends no later than 18 months after delivery/readiness for dispatch. If a defect occurs within the first six months, the presumption that it already existed upon delivery shall not apply. The warranty period shall not restart and shall not be extended in the event of repair or replacement. The buyer must prove the existence of a defect at the time of delivery, the time of discovery of a defect, and the timely notification of defects. Special recourse pursuant to Section 933b of the Austrian Civil Code (ABGB) is excluded. Nothing in the contract between the parties is understood or implied to be a guarantee in the legal sense. Should guarantees nevertheless be explicitly agreed upon between the parties, the provisions of this Article 9, such as, but not limited to, time limits, exclusions, etc., shall also apply to any guarantees.

Ionitec reserves the right, at its sole discretion, to fulfill warranty claims through repair, replacement of the item, or reduction of the purchase price. The purchaser expressly waives its right to terminate the contract due to a warranty claim. The purchaser shall provide reasonable cooperation for repair work free of charge. If the purchaser fails to fulfill payment obligations or, upon our request, does not provide samples of the material that forms the basis of its complaints without culpable delay, any claims of the purchaser shall be void.

All work equipment used by the buyer must comply with legal requirements. Proof of acceptance and inspection obligations must be available at any time for subsequent inspection.

The buyer is obligated to inspect our delivery thoroughly after delivery without undue delay, with the assistance of experts if necessary. Any defects must be reported to Ionitec within 7 days of delivery, along with a detailed description of the defect. Defects not discovered during these inspections must be reported without undue delay after they occur, and use must be discontinued immediately. Otherwise, all claims will be void.

The warranty is excluded if the operating conditions, installation or setup instructions, or any other guidelines provided by us are not met, or if the defect is due to negligent maintenance, repair, modifications/tampering carried out improperly or without our consent, normal wear and tear, defective function of components not supplied by us, unauthorized commissioning, incorrect specifications, or other specifications provided by the buyer. Only expressly guaranteed properties in writing are considered guaranteed. We are only bound by public statements regarding a product or the properties of samples or specimens provided to us if these are expressly guaranteed in an offer or order confirmation. We are not bound by statements made by the manufacturer, importer into the European Economic Area, or any person otherwise claiming to be the manufacturer. Any liability for installation instructions is excluded.

The assertion of warranty claims does not entitle the buyer to claim non-performance or, in particular, to withhold payment. The warranty period shall not be extended, suspended, or interrupted while a warranty claim is pending, and the rectification of a defect does not lead to an extension of the warranty period. Any rights of recourse within the contractual chain are expressly excluded.

Ionitec is liable for damages to body, life, or health in accordance with statutory provisions. Furthermore, any claims against Ionitec are excluded unless there is intent or gross negligence; the latter are limited to the order value. To the extent permitted by law, we are not liable for lost profits, contract losses, production losses, financing costs, or any other indirect or consequential damages.

Plans, factory certificates, static analyses, parts lists, specifications, etc. must be thoroughly checked by the buyer without undue delay upon receipt. Unless objections are received within eight days of receipt of such documents, they shall be deemed approved.

The buyer declares that this contract, including all order confirmations and/or contracts signed by the buyer, was concluded without any reservation and waives all pre-contractual claims against Ionitec, unless Ionitec has caused damage to the buyer intentionally or through gross negligence. To the extent that goods are produced by Ionitec according to design specifications, drawings, or samples received from the buyer, our liability is limited to compliance with these specifications, but not to the accuracy of these specifications.

Claims for damages without a prior request for rectification are excluded.

Warranty claims and claims for damages based on services provided by our employees or vicarious agents at the request of the buyer as part of the contract execution, but which are not part of our service, are completely excluded. In this case, our employers are considered temporarily employed by the buyer.

We handle parts provided by the buyer with care, but assume no liability for defects, damage, or corrosion. Any claim for damages expires within six months of the buyer's knowledge of the damage and the party responsible, but no later than one year after delivery.

Product Liability

The buyer declares that they are aware of all information and warnings regarding the dangers posed by the goods and that Ionitec has adequately warned the buyer of the nature of these goods. The buyer is obligated to inform other parties about the dangers associated with the goods and to oblige resellers to pass on these warnings within the contractual chain. In the event that the buyer fails to provide such warnings or obligations to warn, the buyer is obligated to indemnify Ionitec for any losses or actions under any statutory provisions. The buyer expressly waives any right of recourse against us if a claim is asserted against the buyer due to a defect in our product or the goods supplied by us. If the defect is caused by multiple parties, the buyer undertakes to first seek recourse from the other responsible parties. Claims for compensation for property damage are excluded if they arise as a result of the defect in the item itself. The buyer also undertakes to agree on a corresponding exclusion with its contractual partners with regard to other damages. The buyer undertakes to take out insurance of a type and scope customary in fair business practice, so that damages resulting from a product defect are covered. The buyer undertakes to make primary use of this insurance before asserting any recourse against us.

Set-off and Retention

The assertion of a right of retention by the buyer is expressly excluded. The buyer is not entitled to set-off.

Force Majeure

Any agreed delivery times or deadlines are subject to the occurrence of force majeure. This includes, for example, strikes, lockouts, fire, natural disasters, transport disruptions, shortages of raw materials and energy, delivery delays by suppliers, and other unforeseen interruptions to the activities of Ionitec or its suppliers. A delay in delivery due to any of the aforementioned circumstances shall release Ionitec from compliance with delivery times or deadlines. However, it shall not entitle the buyer to terminate the contract or refuse acceptance of delivery. In all such cases, the buyer shall have no claim against Ionitec.

Invalidity, Additional Standards

To the extent that the enforcement or validity of any provision of these General Terms and Conditions is prohibited by law, or to the extent that any provision of these General Terms and Conditions is legally void, invalid, or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity and enforceability of the remaining provisions of these General Terms and Conditions. In addition, the relevant technical and commercial EU standards apply, or, if none exist, the relevant Austrian standards or DIN standards.

Final Provisions

All contractual relationships shall be governed exclusively by Austrian law, excluding its conflict of law rules. The applicability of the provisions of private international law and the UN Convention on Contracts for the International Sale of Goods is excluded. We fulfill our contractual obligations at the location of our factory or warehouse or at the locations from which we ship the goods. The place of performance for all obligations of the Buyer is Salzburg, Austria. Unless otherwise agreed between the parties, the place of jurisdiction is Salzburg. However, we are also entitled to sue the Buyer at its registered office.

Ionitec reserves the extraordinary right to terminate its contractual obligations without further liability if this contract or parts thereof become incompatible with statutory provisions due to changes in Austrian or European law, or if necessary export licenses, permits, authorizations, or approvals are not granted by the Austrian authorities. Ionitec must notify the Buyer in writing of the impossibility, stating the circumstances. In the event of such termination, the Buyer shall pay the unpaid balance for

the actual scope of work performed and all necessary direct costs incurred by Ionitec due to the cancellation, provided these have been properly documented by Ionitec, within one month of receipt of the invoice. Should Ionitec be unable to deliver the goods for the reasons stated above, the Buyer is obligated to collect the goods from Ionitec within two months of payment. If the Buyer fails to meet this deadline, Ionitec is entitled to dispose of the goods.

The Buyer expressly acknowledges and will adhere to Ionitec's guidelines on compliance and social responsibility.

The processing of personal data will be carried out in accordance with applicable legal provisions. The corresponding privacy policy is available at any time at www.ionitec.co.at.

In the event of any discrepancies between the different versions of the General Terms and Conditions, the German version shall prevail.