

**AGRO FORST & ENERGIETECHNIK GmbH**  
Industriestraße 1  
9470 St. Paul im Lavanttal - AUSTRIA

Our terms of delivery and payment  
which are the only basis of our order acceptance.

**1. Offer - Order**

- 1.1 Offers are non-binding.
- 1.2 Orders as well as related oral agreements shall be confirmed in writing. The order confirmation alone is decisive unless the purchaser's conditions are accepted by us in writing. The documents which form the basis of the offer or the order acceptance such as figures, drawings, dimensions and weight indications are only approximate unless they are explicitly referred to as binding. We reserve our ownership and copyright in these documents. Without our consent, they must neither be duplicated nor be made available to third parties.
- 1.3 Orders on call will only be accepted with acceptance period. If acceptance is not completed within the agreed period, we shall be free to deliver completed components without further notification or to completely or partially rescind our delivery obligation, giving corresponding notice.
- 1.4 If we learn of any changes in the personal or financial situation of the purchaser afterwards, e.g. of payment discontinuation, composition proceedings, insolvency proceedings, bill protests, unsuccessful attachment, bad information, we shall be entitled to rescind the delivery contract or to specify new conditions (advance payment and/or cash on delivery).
- 1.5 These terms of delivery and payment shall also be regarded as having been agreed upon for all future business transactions with our company.
- 1.6 All legally relevant notifications shall only be valid if they are sent to us in writing.

**2. Pricing**

- 2.1 All prices are subject to change and indicated in EUR unless any other currency has been agreed upon. Unless otherwise agreed upon, the prices are quoted ex works, excluding packaging, insurance and other fees.
- 2.2 If the cost situation (material, wages, etc.) changes during the processing of orders, we reserve the right to fix new prices; this is particularly true for on call orders.
- 2.3 We are entitled to select the packaging; it will be charged and not taken back.
- 2.4 Our prices do not contain any value added tax; so the latter must be paid in addition.

**3. Delivery period**

- 3.1 The delivery period starts upon confirmation of the order or after clarification of all documents and possible queries. Considering regulated production conditions, it shall be indicated so that it can be completed with. Partial deliveries are admissible.
- 3.2 The delivery period shall be extended by the period for which the purchaser is in default regarding their obligations vis-à-vis us.
- 3.3 The delivery period shall be reasonably extended if unforeseeable obstacles occur, particularly cases of force majeure which are outside our sphere of influence, e.g. operational interruptions, production errors, strike, war, export, in case of special transports, delayed transport permits, etc. (in the own works and at sub-suppliers').
- 3.4 In case of unforeseeable events - if they considerably change the economic relevance or the content of the service or also our operation - and in case of actual impossibility of the realisation only becoming clear afterwards, we shall be entitled to rescind the contract to the extent to which performance is not possible. If we make use of our right to rescission, we shall immediately inform the purchaser about this fact after realising the consequences of the event; this shall also apply if first of all, extension of the delivery period had been agreed upon with the purchaser. Claims to compensation of the purchaser due to such rescission shall be excluded.

**4. Terms of payment**

The following shall generally apply as payment terms:

- 4.1 Our invoices are due upon billing without any deduction, free of charges to our designated account(s).
- 4.2 Any deviating terms of payment shall only be effective if they have been agreed upon in writing.
- 4.3 Bills of exchange and cheques are only accepted on account of payment. We are free to decide about the possible acceptance. The incurring costs and expenses shall be borne by the customer. The day of receipt of payment shall in any case be the day on which we can dispose of the amount.
- 4.4 From maturity, interest amounting to 1.5% per month of the outstanding amount shall in any case be payable. If payment is not effected upon maturity of our invoice, we shall be entitled to compensation of all dunning and collection costs, investigation and information charges, also those of an engaged lawyer, in addition to the interest.
- 4.5 If the purchaser fails to comply with their payment obligations, discontinues their payments or does not cash a bill of exchange or cheque or if we learn about decisive deteriorations in the situation of the purchaser, which might endanger the purchase claim, the entire remaining debt shall become due even if there are bills of exchange with later maturity date. After prior announcement, we shall then also be entitled to exercise the retention right for all outstanding deliveries or to demand advance payments.

**5. Passing of the risk and dispatch**

- 5.1 The risk passes to the purchaser upon dispatch of the delivery items - even in case of partial deliveries or carriage-paid deliveries have been agreed upon.
- 5.2 Shipping instructions are observed; no liability is, however, accepted for cheaper shipping.
- 5.3 If the delivery is delayed due to circumstances for which we are not responsible, the risk shall pass to the purchaser on the day on which the goods are ready for dispatch.
- 5.4 Before delivery, all goods are subjected to controls. Delivery complaints with regard to quality and quantity can only be considered if they are brought forward by recipient in writing, 7 days after receipt of the goods at the latest. Damage and loss in transit are for the recipient's account and shall be asserted by the latter with the carrier (hauler, railway, post office, etc.).
- 5.5 We are entitled to insure the transport risk at the purchaser's account. If such insurance has been concluded, the carrier shall be immediately informed about damage that occurred during transport and supplier shall be notified, enclosing the carrier's certification. If the certification is not procured within 7 days, compensation claims of the purchaser shall be excluded.

**6. Assembly - services on-site**

Unless otherwise agreed upon, assembly works shall be remunerated separately. The assembly costs comprise in particular travel expenses, everyday accommodation allowance and working hours of the assembly personnel, including additions for extra hours. Preparation, journey, waiting and travelling time shall be settled as working time. If the installation and/or commissioning is delayed without this being the supplier's fault, the purchaser shall bear all costs for the waiting time and for other, necessary journeys. Agreed fixed prices for assemblies do not include additions for extra hours, work during night and on Sundays and holidays that become necessary. These working hours may be charged in addition. The assemblies related to the installation of the system shall be regarded as having been completed with the test commissioning. If the assembly is completed by the purchaser or any third party commissioned by them, the valid operating and assembly instructions of the supplier shall be observed.

Services on-site

- Provisioning of assistants and lifting gear during the entire assembly period
- Power
- Water
- Disposal of building rubble, wastes and used parts
- Foundations according to specifications
- Cabling of the peripheral equipment
- Scaffolds and casing material
- Official approval
- Gas cutting equipment with gas and oxygen (if required)
- Inert gas welding equipment (if required)
- Cleaning of the system parts before beginning of the assembly
- Provisioning of all the peripheral equipment and external switches (if required)
- Water-side connection for heat exchangers with piping and pumps
- Water-side connection of the fire protection equipment
- Production of necessary core drillings for the assembly
- Insulation of the flue tubes
- Construction site access route
- Water for testing the heat exchanger with the required test pressure (if required)
- Industrial safety measures
- Fire watch during the assembly time and rest time

**7. Warranty and liability**

Our warranty is only limited to the scope of delivery. Excluding any other claims, we shall be liable for verifiable defects in the delivery of which we shall be immediately notified and which have not yet been changed by the purchaser in an unauthorised manner within the scope of modifications or repairs as follows:

All delivered items or parts thereof which verifiably become useless or the usability of which is considerably impaired within 6 months after acceptance and/or in case of delivery with installation after its completion due to faulty design, low-quality and/or unsuitable materials or defective execution, shall be re-delivered or repaired in our works free of charge, at our option. Consequently, any claim to contract cancellation will, however, be forfeited. Repairable defects do not oblige us to reduce the price. Exchanged parts pass into our property and shall be returned upon request. We are not liable for other defects than those listed here, be it material defects or defects in title. One prerequisite for our liability is the performance of the contractual obligations incumbent on the purchaser, particularly of the agreed terms of payment. We are not responsible for damage resulting from the incorrect or insufficient specification of the operating conditions, improper treatment or attachment, excessive load and natural wear. Further claims of the purchaser, particularly a claim to compensation of damage that did not result at the delivery item itself are excluded. The liability for compensation for consequential damages is also explicitly excluded unless the damage is covered by our public liability insurance. Without written agreement, we will moreover not warrant that the supplied devices comply with foreign regulations. The claim under the guarantee as well as under notifications of defect will become time-barred one month after written rejection by the supplier at the latest. The provisions regarding delivery period and liability shall apply accordingly to improvement works and replacement parts. Any liability under the Product Liability Act (PLA) is excluded according to § 9 PLA except if our customer is a consumer. Hereby, recourse to our company is also excluded. Even if such recourse is not possible, especially, however, if such recourse is to be made use of, recourse shall in any case be excluded unless we are immediately informed about the facts giving rise to the liability case so that we can still determine the event and check the circumstances that might give rise to the liability case.

Supply restriction Service work: Service is carried out according to the AGRO service checklist.

In order to ensure the operational safety of the entire plant, the plant operator must ensure that all parts installed on the plant are maintained, checked and operated in accordance with the instructions of the respective manufacturer.

**8. Reservation of title**

- 8.1 Until payment of all claims regardless of the legal ground and in any case until payment of the present claim, the goods supplied by us will remain our property. With a current account, the reserved property shall be regarded as security for our balance claim.
- 8.2 If our goods are processed or combined (mixed or connected) with other objects not belonging to us, we acquire the co-ownership in this new item in the relation of the value of our goods to the other processed and/or combined objects at the time of the processing and/or combination. Our reservation of title does also cover the new object.
- 8.3 The contractual partner already now assigns to us the claims vis-à-vis third parties resulting from the sale of the reserved goods - no matter whether raw, processed or combined - together with all ancillary rights up to the amount of the claims payable to us together with interest and costs, no matter whether the reserved goods are sold to one or several buyers without or after processing or combination.
- 8.4 The contractual partner is obliged to note the assignment of the claim in their accounts. They are moreover obliged to inform us about their buyers, to grant us inspection of the accounts and to provide us with the information and documents required for the collection. At our request, they must inform their buyer about the assignment. We are at any time entitled to disclose the assignment of the claim to the buyer.
- 8.5 As long as they satisfy all their payment obligations vis-à-vis us, the contractual partner shall be entitled until revocation to collect the claims from the sale assigned to us; they must not dispose of such claims by way of assignment. The contractual partner is obliged to use the money that they receive from their buyers as remuneration for the goods delivered by us to pay our outstanding claims.
- 8.6 The contractual partner is obliged to immediately inform us about an attachment or any other impairment of our property in the reserved goods by third parties.

**9. Take-back**

Properly ordered and delivered goods are generally not taken back. Storage, transport and other costs resulting from the voluntary take-back of a delivery item are for the buyer's account.

**10. Place of performance and place of jurisdiction**

As place of performance for all deliveries and services and also for the payment, the registered office of our company in St. Paul shall be agreed upon.

As exclusive place of jurisdiction for all disputes regarding the contract concluded with us, also regarding its existence, the court responsible for St. Paul with regard to commercial matters shall be agreed upon.

11. We reserve all rights, particularly the copyright, in all drafts, plans and preparations by our company.