

GENERAL TERMS AND CONDITIONS

of Ganser Liftsysteme GmbH, FN634580G

I. GENERAL

1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to the business relationship between the company Ganser Liftsysteme GmbH, registered under FN634580G, Haslacher Straße 1, 4171 St. Peter am Wimberg (hereinafter referred to as "Ganser"), and its clients, for whom this transaction is not part of operating a business (hereinafter referred to as "AG").
2. The GTC govern the mutual rights and obligations between the contracting parties. Ganser prepares offers and provides services and deliveries exclusively on the basis of these GTC.
3. Oral agreements between the contracting parties are replaced by the written contract. Deviating, conflicting, or supplementary terms and conditions of the AG shall not become part of the contract, even if known, unless their validity is expressly agreed upon in writing by Ganser.
4. The **AG** confirms by signing the order confirmation that they have read these GTC, are familiar with them, and also unreservedly accept them

II. OFFERS and CONTRACT CONCLUSION

1. Offers are only provided in writing, are non-binding, and subject to change. Similarly, technical descriptions and other information in offers, brochures, and other materials are initially non-binding. Quotations are provided only in writing and are chargeable. Oral cost estimates have no legal significance. Offers and quotations are prepared based on the information provided by the AG, without guarantee of completeness or accuracy.
2. Ganser is bound by offers, and the customer is bound by orders until mutual written acceptance, with the customer being bound for a maximum period of 30 calendar days and Ganser being bound for a maximum period of 10 weeks.
3. A contractual relationship between Ganser and the AG is only established when the AG sends the written order confirmation to Ganser without reservation, and it is received by Ganser, or when Ganser has commenced the actual provision of services.
4. Oral statements are only valid if confirmed in writing by Ganser.
5. Only written flat-rate price commitments are binding
6. . All planning and technical documents constitute intellectual property of Ganser. Ganser reserves all rights of ownership and protection for illustrations, drawings, calculations, and other documents. They may not be made accessible to third parties.
7. In this regard, the AG is required to refrain from any use or disclosure of information to third parties and is subject to an unconditional obligation of confidentiality.

III. FEE

1. Unless otherwise agreed, the purchase price specified in the offer or order form applies to each respective part of the delivery. The purchase price includes value-added tax, incidental expenses, shipping costs, and packaging, unless expressly stated otherwise.
2. Services that Ganser must provide as ancillary services, which are not expressly included in the offer but are necessary for the fulfillment of the order, are to be remunerated based on actual expenses incurred.

IV. ELECTRONIC INVOICING

Ganser is authorized to transmit invoices electronically. The contracting party expressly agrees to the receipt of invoices in electronic form from Ganser. The date of receipt of such electronic invoices shall be considered the due date.

V. ADDITIONAL WORK

Work exceeding the scope of the original order shall incur charges, even if a flat-rate agreement was initially established. The fee for such work shall be calculated based on an hourly rate of EUR 156.00 for technicians or lead installers and EUR 108.00 for installers, both inclusive of 20% VAT.

VI. EXECUTION OF SERVICES AND PERFORMANCE

1. By accepting the delivery promised by Ganser, the AG confirms the clarification of all technical, organizational, and other details of the order.
2. Any agreed delivery deadline or date is explicitly subject to events of force majeure. This includes, for example, strikes, lockouts, fire, natural disasters, transport interruptions, shortages of raw materials and energy, delays from suppliers, as well as other unforeseen operational disruptions at Ganser or its suppliers.
3. Delivery delays caused by the aforementioned events release Ganser from the obligation to adhere to the confirmed delivery period or deadline. However, they do not entitle the AG to withdraw from the order placed with Ganser or refuse acceptance of the shipment. In all such cases, the AG has no claims for damages of any kind against Ganser. This also applies if these events occur at a time when Ganser is in default.

VII. SUBCONTRACTORS, CONTRACTOR (AG)

1. The AG has received all information available to Ganser at the time of order confirmation by Ganser. If this is not the case, the AG must notify and alert Ganser accordingly.
2. **Ganser** accepts no liability for the accuracy of the AG's specifications upon order confirmation. The AG is, in any case, obligated to take measurements on site and to directly contact the local construction management.
3. The AG is responsible for resolving any uncertainties and obtaining the necessary information either directly from Ganser or in writing from their own principal.
4. **Ganser** assumes no liability for any potential information deficit on the part of the AG.

VIII. DUTIES OF THE CONTRACTING PARTY (AG)

1. The AG shall ensure that the organizational conditions such as lighting, electricity, water, ambient temperature, and a sufficiently large workspace at the place of performance allow for undisturbed work conducive to the prompt progress of the contract. If such work is not possible, this entitles Ganser to immediate termination of the contract while retaining the right to compensation in accordance with § 1168 of the Austrian Civil Code (ABGB).
2. If the AG unjustifiably withdraws from the contract, they are nevertheless obligated to pay the agreed-upon fee in accordance with § 1168 of the Austrian Civil Code (ABGB).

3. The client undertakes to ensure that Ganser or a subcontractor appointed by them receives the necessary documents for the fulfillment of the contract in a timely manner and is informed of all circumstances and events that are relevant to the execution and fulfillment of the contract. This also applies to all documents, events, and circumstances that become known during the installation process
4. If the documents are not presented in a timely manner such that timely fulfillment of the contract becomes impossible for Ganser, this entitles Ganser to immediate termination of the contract. Point VIII. 3. applies mutatis mutandis.
5. Necessary approvals from third parties as well as notifications to authorities or approvals by authorities are to be arranged by the AG at their own expense. The AG shall provide Ganser with free-of-charge access for the duration of the service execution. The AG shall provide lockable rooms free of charge for any necessary stay of employees or subcontractors, as well as for the storage of materials and tools.
6. The energy necessary for the execution of the service is to be provided free of charge by the AG.

IX. RESERVATION OF OWNERSHIP

1. Until full payment of all amounts due under the respective invoice for the agreed fee between Ganser and the AG, all deliveries from Ganser remain the sole property of Ganser. As long as the aforementioned reservation of ownership is in effect, any sale, pledge, transfer by way of security, or other transfer of the components of the delivery covered by the reservation of ownership is prohibited without prior express written consent from Ganser.

X. WARRANTY

The warranty is determined by statutory regulations.

XI. DAMAGES

Ganser is liable exclusively for damages caused by Ganser or its agents intentionally or through gross negligence to the AG. This does not apply to liability for personal injury or claims under the Product Liability Act.

XII. PAYMENT TERMS

1. Unless otherwise agreed, the client is obliged to pay invoices in full prior to the delivery of the goods (advance payment) within 10 days of receipt, without any discounts or deductions, unless expressly stated on the invoice.
2. In case of default in payment by the AG, Ganser is entitled to demand interest at a rate of 4% per annum from the due date until receipt of payment. Additionally, all reminder and collection fees, as well as ancillary charges related to the outstanding claim, shall be paid equal to the principal debt.
3. In the event that Ganser undertakes the dunning process itself, the AG shall pay a flat fee of EUR 40 for this purpose.
4. If special obligations arise from an export credit insurance or any other insurance, especially in the event of default in payment, or if there are specific instructions to Ganser, Ganser is entitled to impose corresponding obligations on the buyer or the AG, or to issue instructions, or to provide the necessary information or data within 14 days, so that Ganser does not incur any damage in this regard.
5. All payments are to be made exclusively to Raiffeisenbank Neufelden (IBAN: AT35 3430 0000 0071 3610, BIC: RZOOAT2L300) with liberating effect from debt. If the contracting party is in default with payments to Ganser,

even if they are not related to the respective current order(s), Ganser is entitled to withhold its performance without the contracting party deriving any (compensatory) claim from it. Ganser's VAT number is: ATU81040124.

XIII. DATA PROCESSING, VAT DISCLOSURE OBLIGATION, VALID INVOICING"

The contracting party expressly agrees that the data necessary for the business relationship will be electronically recorded and processed by Ganser. Ganser waives the transfer of this data to third parties.

It is mutually agreed that invoicing via PDF file over the internet is sufficient, and the obligation to pay arises with this delivery. The electronic delivery confirmation is binding."

XIV. FINAL PROVISIONS

In the event that individual provisions of these GTC are or become invalid, this does not affect the validity of the remaining provisions and contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes closest to its meaning and economic purpose, as well as the interests of the parties.

XV. REVOCATION POLICY, RIGHT OF WITHDRAWAL

1 "RIGHT OF WITHDRAWAL"

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party designated by you, who is not the carrier, have taken possession of the goods.

To exercise your right of withdrawal, you must inform us"

Firma Ganser Liftsysteme GmbH
Haslacher Straße 1
4171 St. Peter am Wimberg
E-Mail: office@ganserlifte.at
Tel: 07282/8071-0

by means of a clear statement (e.g., a letter sent by post or email) of your decision to withdraw from this contract. You can use the attached sample withdrawal form for this purpose, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send the notification of exercising the right of withdrawal before the withdrawal period has expired.

1. Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs resulting from your choice of a type of delivery other than the least expensive type

of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We will collect the goods. [Alternatively: You shall send back the goods or hand them over to us without undue delay and in any event not later than fourteen days from the day on which you communicate your withdrawal from this contract to us].

Firma Ganser Liftsysteme GmbH
Haslacher Straße 1
4171 St. Peter am Wimberg

You shall send back the goods or hand them over to us without undue delay and in any event not later than fourteen days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. [We / You] shall bear the direct cost of returning the goods. [You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.]

If you have requested that the services should begin during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract services.

2. Sample Withdrawal Form

(If you want to withdraw from the contract, please fill out this form and send it back)

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To

Firma Ganser Liftsysteme GmbH
Haslacher Straße 1
4171 St. Peter am Wimberg
E-Mail: office@ganserlifte.at

–

I/We () hereby withdraw from the contract concluded by me/us () for the purchase of the following goods ()/provision of the following service ()-

Ordered on ()/received on ()-

Name of consumer(s)

-

Address of consumer(s)

-

Signature of consumer(s) (only if communicated on paper) -

-

Date (*)

Delete as appropriate."

St. Peter am Wimberg, September 2024

Ganser Liftsysteme GmbH.