

General Terms and Conditions of Contract

- 1 Scope and principles**
- 1.1 These General Supply Conditions ("CONDITIONS") shall apply to all legal relationships (offers, contract negotiations, contracts, etc.) between Geobrugg Austria Ges.m.b.H. ("GEOBRUGG") and its Customers ("CUSTOMERS") WITH respect to (i) the sale and delivery of products and works ("SUPPLIES") and (ii) the provision of services such as installation or installation supervision ("SERVICES") by GEOBRUGG to the CUSTOMERS.
- 1.2 These TERMS AND CONDITIONS SHALL form an integral part of the legal relations and in particular contracts existing between GEOBRUGG and the CUSTOMER, unless otherwise expressly agreed. Any provisions deviating from these TERMS AND CONDITIONS SHALL only become legally binding if expressly offered by GEOBRUGG or expressly accepted by GEOBRUGG in writing.
- 1.3 By placing an order with GEOBRUGG, the CUSTOMER confirms, accepts and agrees that the SUPPLY and SERVICES SHALL be governed by these TERMS AND CONDITIONS. GEOBRUGG reserves the right to amend these Terms and CONDITIONS at any time. Such amendments shall be effective upon notification to the CUSTOMER AND SHALL APPLY to all legal relationships thereafter established between GEOBRUGG and the CUSTOMER.
- 1.4 Subject to the express written consent of GEOBRUGG, any general terms and conditions and other contractual documents of the CUSTOMER SHALL be explicitly excluded and excluded. This shall also apply if general terms and conditions or other documents of the CUSTOMER have been integrated into an Order or Order Confirmation of the CUSTOMER or have otherwise been communicated to GEOBRUGG.
- 1.5 The Contract shall come into existence at the time when the CUSTOMER receives confirmation that GEOBRUGG accepts the Order ("ORDER CONFIRMATION"). Offers which do not contain a time limit for acceptance shall not be binding.
- 1.6 All agreements and legally relevant declarations of the parties must be in writing to be valid. Declarations in text form, which are transmitted or recorded by e-mail, shall be deemed to be written declarations of a party.
- 1.7 The DELIVERIES and SERVICES are listed conclusively in the ORDER CONFIRMATION.
- 1.8 All descriptions of DELIVERIES and SERVICES and information contained in brochures, plans and the like are subject to technical changes and improvements (measured values, weights, etc.). As a matter of principle, the details only reflect the contractual characteristics of DELIVERIES and SERVICES IF this is expressly stated.
- 1.9 Price lists, product descriptions, brochures, plans and the like provided by GEOBRUGG shall not be binding and may be amended or revoked at any time unless otherwise explicitly stated in the relevant document.
- 2 Prices and terms of payment**
- 2.1 The prices and the terms of payment are regulated in the ORDER CONFIRMATION. The payment deadline must also be observed if the fulfillment of the contract is delayed or if insignificant parts of the DELIVERIES and/or SERVICES ARE still missing.
- 2.2 The prices are net, plus the applicable statutory consumption tax, value-added tax, "Goods and Services Tax" (GST) or comparable tax in the country of destination, unless this tax is shifted to the CUSTOMER by way of "reverse charge" in the country of destination. In addition, prices shall be EXW prices of GEOBRUGG (INCOTERMS 2020).
- 2.3 The place of performance for payments shall be the registered office of GEOBRUGG and the CUSTOMER shall not be entitled to withhold payments or to set off payments against counterclaims.
- 2.4 After expiry of the payment period, the CUSTOMER is in default without reminder and owes default interest at 8% p.a.
- 3 Delivery periods and dates**
- 3.1 The period for the delivery of the SUPPLIES or provision of the SERVICES ("DELIVERY PERIOD") shall commence as soon as the contract has been concluded and all essential preconditions for the delivery of the SUPPLIES or provision of the SERVICES have been fulfilled (e.g. receipt of advance payments, existence of official formalities, settlement of technical points). The DELIVERY PERIOD SHALL BE deemed to have been complied with, if, prior to its expiry, the SUPPLY HAS BEEN delivered or the SERVICES have been performed EXW (or any other expressly agreed INCOTERM).
- 3.2 The DELIVERY PERIOD SHALL not begin to run or shall be reasonably extended if obstacles arise which GEOBRUGG cannot avoid despite exercising due care or if any other circumstances arise which GEOBRUGG is not responsible for.
- 3.3 If the DELIVERY DEADLINE IS not met, the CUSTOMER may claim liquidated damages for delay, provided that the delay was demonstrably caused by GEOBRUGG and the CUSTOMER suffered damage as a result. The lump-sum compensation for delay shall amount to 0.2 % of the contract price of the delayed part of the SUPPLIES or SERVICES for each full week of the delay and shall be limited to a total of 5 % of the contract price of that part. The first two weeks of the delay shall not give rise to any claim to liquidated damages for delay and all rights and claims of the PURCHASER arising from delays not exceeding the duration of the first two weeks shall be excluded. Once the maximum of the lump-sum compensation for delay (5 % of the contract price of the delayed part) has been reached, the CUSTOMER shall grant GEOBRUGG a reasonable period of grace in writing. If such grace period is not complied with for reasons beyond the control of GEOBRUGG, the statutory consequences of delay shall apply.
- 3.4 If a specific date has been agreed instead of a DELIVERY PERIOD, this date is equivalent to the last day of a DELIVERY PERIOD. Sections 3.1-3.3 (and 3.5) shall apply analogously.
- 3.5 The CUSTOMER SHALL have no rights and claims due to delays in DELIVERIES or SERVICES other than those expressly mentioned in this clause 3. This limitation of liability shall not apply in the event of gross negligence or unlawful intent on the part of GEOBRUGG, or to the extent that it is otherwise contrary to mandatory law.
- 4 Transfer of risk**
- The transfer of risk shall take place upon delivery EXW registered office of GEOBRUGG (INCOTERMS 2020).
- 5 Approval**
- 5.1 The CUSTOMER shall inspect the SUPPLY immediately upon receipt and shall notify GEOBRUGG in writing of any defects within 7 days after receipt of the SUPPLY. SHOULD the CUSTOMER fail to notify GEOBRUGG of any defects in accordance with this Clause 5.1, the SUPPLY SHALL BE deemed to be approved.
- 5.2 If no defects of the DELIVERIES or only defects which are not essential are found, acceptance of the DELIVERIES SHALL BE deemed to have been effected upon completion of the inspection.
- 5.3 The rights of the PURCHASER in the event of defects are governed by clause 6.
- 6 Warranty**
- 6.1 GEOBRUGG warrants to the CUSTOMER THAT at the time of delivery the SUPPLY does not contain any substantial defects in workmanship or material which impair the proper use of the SUPPLY. Any further warranty of quality and any warranty of title are expressly excluded, unless explicitly agreed in the ORDER CONFIRMATION and/or the Contract.
- 6.2 GEOBRUGG SHALL not be liable for defects which are the fault of the PURCHASER or which occur in particular as a result of normal wear and tear, improper installation, improper use of the SUPPLIES or use of the Supplies contrary to the terms of the Contract or unlawful use of the Supplies and use of the SUPPLIES FOR purposes other than those for which they were intended, or use of materials of the PURCHASER or third parties, installation or maintenance by the CUSTOMER or a third party, failure to carry out maintenance and/or improper modification or repair of the Supply by the CUSTOMER or a third party, overloading, natural disasters, environmental damage or as a consequence of other causes for which GEOBRUGG is not responsible
- 6.3 Terrorism and criminal attacks, burglary and jail-break, vandalism, sabotage, incidents and industrial or infrastructure accidents, congestion, natural disasters, environmental damage, and similar threats or dangers are sporadic and unpredictable in terms of time, place and intensity. The causes and methods of attack can be very different and unpredictable and even a combination of different methods and causes. In view of the variety of factors influencing such events, there can be no exact science to ensure the protection of people, property, infrastructure, etc. However, the PURCHASER can help to ensure protection by making suitable engineering calculations using predictable parameters and by arranging appropriate protective measures in specific risk areas. In addition to other factors, the supervision, control and maintenance of the SUPPLIES by the PURCHASER is essential to ensure protection. Such protection may -
- in addition to the events mentioned above (terrorism, criminal attacks, etc.) - be reduced in particular by inadequate dimensioning bases or non-use of the prescribed standard components or systems or original parts and/or by corrosion (caused by corrosion processes, environmental pollution or other human factors as well as other external influences). GEOBRUGG does not warrant safety and is not liable for defects which occur as a consequence of the above events and/or circumstances.
- 6.4 If the SUPPLY PROVES TO be defective prior to the expiry of the warranty period, the CUSTOMER SHALL HAVE THE sole right to demand the remedy of the defects (at GEOBRUGG's option: repair or replacement) within a reasonable period of time to the extent that GEOBRUGG is responsible for such defects. Any claim for rescission of the Contract (redhibition), reduction of the purchase price (reduction), replacement and/or damages shall be excluded.
- 6.5 GEOBRUGG's obligation to remedy defects requires that the CUSTOMER notifies GEOBRUGG in writing of the defects within 7 days of receipt of the DELIVERIES (see Clause 5.1) or, in the case of hidden defects, immediately after their discovery and in any case before the warranty period expires.
- 6.6 GEOBRUGG shall bear only the costs of rectification of defects incurred by GEOBRUGG in its own works. All other costs shall be borne by the CUSTOMER. In the absence of a warranty claim, the CUSTOMER shall bear all costs incurred by GEOBRUGG in asserting a claim not covered by warranty.
- 6.7 Any cooperation by GEOBRUGG in the determination of defects or their remedy shall be without prejudice to the existence and scope of the warranty.
- 6.8 The warranty period is 12 months. It shall commence upon delivery of the relevant SUPPLY, or, if installation of the relevant SUPPLY IS performed by GEOBRUGG, upon completion of the installation, but shall in any event end at the latest 14 months after delivery of the relevant SUPPLY. IN THE case of a SUPPLY replaced or repaired by GEOBRUGG, the 12-month period shall run from the delivery of the original SUPPLY.
- 6.9 The CUSTOMER has no rights and claims due to defects and the absence of warranted characteristics other than those expressly mentioned in this clause 6. This limitation of warranty and liability shall not apply in the event of gross negligence, unlawful intent or fraudulent concealment of defects by GEOBRUGG, or to the extent that it is otherwise contrary to mandatory law.
- 7 Services**
- 7.1 The object and scope of the SERVICES are listed conclusively in the relevant contract. GEOBRUGG shall in particular provide SERVICES in the field of installation or installation supervision of the SUPPLY; GEOBRUGG's separate Installation Terms and Conditions shall apply in a subsidiary manner to such installation or installation supervision services.
- 7.2 The CUSTOMER shall inspect the SERVICES without undue delay after performance and notify GEOBRUGG in writing of any objections immediately, but not later than within 7 days after performance of the Services (date of postmark being decisive). Should the CUSTOMER fail to do so, the SERVICES SHALL BE DEEMED TO HAVE been accepted.
- 7.3 Unless otherwise expressly agreed, GEOBRUGG shall be liable to the CUSTOMER only for the careful execution of the SERVICES, i.e. GEOBRUGG shall not be responsible for the results of the SERVICES. This shall apply in particular to consulting services in connection with the SUPPLY. GEOBRUGG shall provide consultancy services to the best of its knowledge and belief, but does not warrant THAT the SUPPLY IS suitable for the use intended by the CUSTOMER. GEOBRUGG's SERVICES shall be based on documents provided by the CUSTOMER or third parties. The CUSTOMER SHALL be responsible for the topicality, completeness and correctness of such documents. GEOBRUGG shall not be liable for any faulty documentation or design. In all other respects, reference is made to Clause 9 for the liability.
- 7.4 In the event that GEOBRUGG has expressly agreed to be responsible for the results, Clause 6 shall apply analogously.
- 8 Retention of title**
- The DELIVERIES remain the property of GEOBRUGG until the CUSTOMER HAS fulfilled his payment obligations and GEOBRUGG HAS received all payments in full in accordance with the contract. The CUSTOMER SHALL be obliged to cooperate without delay in any measures to protect the property of GEOBRUGG. The CUSTOMER further authorizes GEOBRUGG to register its property in the relevant retention of title register, if GEOBRUGG so requests.

- 9 Liability, limitation of liability**
- 9.1 GEOBRUGG's liability arising from or in connection with the contract or its improper performance is limited in total to 50% of the agreed price for the GOODS or SERVICES SUPPLIED. This includes in particular any claims arising from delay in accordance with Clause 3.3.
- 9.2 All claims of the CUSTOMER for compensation for indirect, consequential and incidental damages, lost profits and unrealized savings, regardless of the legal basis for such damages, are excluded. The same applies to damages which are based on causes according to clause 6.2 or 6.3 (self-inflicted, normal wear and tear, improper assembly, etc. as well as terrorism, criminal attacks, etc.) and for actions and omissions of auxiliary persons.
- 9.3 The rights and claims of the CUSTOMER arising from or in connection with the contract or its improper performance, regardless of the legal grounds on which they are based, are expressly and conclusively stated in these TERMS AND CONDITIONS. Other and further claims are excluded.
- 9.4 These limitations of liability shall not apply in the event of gross negligence or unlawful intent on the part of GEOBRUGG or to the extent that they are otherwise contrary to mandatory law.
- 10 Taking back (parts of) deliveries**
The taking back of parts of the SUPPLY or of the SUPPLY AS A whole shall require the prior, express and written consent of GEOBRUGG in each individual case.
- 11 Data protection**
GEOBRUGG shall process certain personal data of its CUSTOMERS within the scope of the contractual relationship or in the course of contract negotiations. The processing by GEOBRUGG shall be in accordance with the relevant provisions of the EU Data Protection Regulation (DSGVO) and in compliance with the respective national data protection legislation. All relevant information in connection with the data processing is set forth in the section "Privacy Policy for the General Terms and Conditions of Geo-brugg Ges.m.b.H.", which can be found on the following pages of this document.
- 12 Involvement of third parties**
GEOBRUGG shall be entitled to call in third parties for the performance of the Contract. GEOBRUGG shall be liable for the services of any third party engaged by it in the same manner as for its own services.
- 13 Intellectual property rights**
13.1 GEOBRUGG or any of its licensors, if any, shall remain the owner of all rights to all SUPPLIES AND SERVICES PROVIDED BY GEOBRUGG, and SERVICES, descriptions, brochures, plans, documents and data carriers, including patent, copyright or other intellectual property rights. The CUSTOMER acknowledges these rights of GEOBRUGG or its licensors.
- 13.2 GEOBRUGG confirms that, to the best of GEOBRUGG's knowledge, the descriptions of SUPPLIES and SERVICES, brochures, plans, documents and data carriers provided to the CUSTOMER do not infringe any rights of third parties. However, GEOBRUGG does not warrant or represent that the Descriptions of SUPPLIES and SERVICES, brochures, plans, documents and data carriers submitted to the Customer do not infringe any rights of third parties.
- 14 Severability clause**
Should individual provisions of these TERMS AND CONDITIONS be invalid or unenforceable, this shall not affect the validity of the remaining provisions and of these TERMS AND CONDITIONS AS A whole. The invalid or unenforceable provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid or unenforceable provision.
- 15 Court of jurisdiction and applicable law**
15.1 Exclusive place of jurisdiction is Salzburg, Austria. GEOBRUGG shall, however, also be entitled to sue the CUSTOMER at the Customer's place of residence/seat. For CUSTOMERS domiciled abroad, Salzburg, Austria, shall also be the place of debt collection.
- 15.2 The legal relationship shall be governed by substantive Austrian law, excluding the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention, CISG).

Conditions of Installation

- 1 General information**
- 1.1 These Terms and Conditions of Assembly ("Terms and Conditions") apply to the assembly and supervision of assembly by Geobrugg ("Services") of products ("Deliveries") which are supplied by Geobrugg in accordance with Geobrugg's General Terms and Conditions of Delivery ("Delivery Conditions"). The services are listed conclusively in the order confirmation and in the work report of Geobrugg's personnel.
- 1.2 These terms and conditions form an integral part of the terms and conditions of delivery and are applicable to the provision of services, insofar as the terms and conditions of delivery do not contain any or no deviating provisions.
- 2 Provision of services**
- 2.1 Geobrugg will provide the services by qualified personnel in a professional manner. Geobrugg is entitled at any time to subcontract the provision of the services or parts thereof to third parties.
- 2.2 If the services only include installation support, this shall be provided exclusively within the framework of the system manuals of Geobrugg.
- 2.3 If Geobrugg's personnel are significantly impeded in the provision of the services for reasons beyond Geobrugg's control or for a period of 0.5 days in total, Geobrugg is entitled to order the return of the personnel.
- 3 Working time**
- 3.1 The working hours are specified in the order confirmation and in the work report of Geobrugg's personnel. The right to deviating mandatory regulations at the installation site is reserved.
- 3.2 The normal weekly working time is spread over five working days. The normal daily working time is between 08.00 and 17.00 hours. We expressly reserve the right to make changes to the normal daily working time, in particular due to the season.
- 3.3 Hours worked in excess of the normal weekly or daily working hours shall be considered overtime. The performance of overtime work requires a prior written agreement. The overtime work may not exceed the normal daily working time by more than 3 hours and the normal weekly working time by more than 12 hours
- 3.4 Night work on working days shall be deemed to be the normal working hours between 5 p.m. and 8 a.m. (excluding overtime night work). Overtime night work shall be deemed to be the overtime hours between 5 p.m. and 8 a.m.
- 3.5 Work on Sundays shall be deemed to be work on Sundays or on the weekly rest days applicable at the installation site. Work on public holidays shall be deemed to be work on the public holidays applicable at the place of assembly.
- 3.6 Travel time as well as an appropriate order-related preparation and processing time after the trip shall be considered working time.
- 3.7 If Geobrugg's personnel are impeded in the provision of the Services for reasons beyond Geobrugg's control or are retained for any reason after the termination of the Services, Geobrugg shall be entitled, without prejudice to Clause 2.3, to charge for the waiting time as working time and travel expenses. All other related costs shall also be charged to the Purchaser. The same applies to other downtimes for which Geobrugg is not responsible.
- 4 Prices**
- 4.1 The services shall be invoiced on a time and material basis in accordance with Geobrugg's daily or hourly rates applicable at the time the services are provided. This applies in particular to the provision of ancillary services (e.g. preparation of technical documentation).
- 4.2 Taxes (e.g. withholding taxes, value added tax), customs and other duties, fees, social security contributions which Geobrugg or its personnel must pay in connection with the contract or its performance, as well as the associated administrative costs, shall be borne by the Customer.
- 4.3 Additional charges are made on a time and material basis, e.g. personnel costs (working time form), travel costs (means of transport, incidental costs for visas, import and export permits, etc.), accommodation costs (displacement), costs for tools and equipment and additional services.
- 5 Duty of the purchaser**
- 5.1 The customer shall ensure that the permits required in connection with the provision of the services (e.g. the entry and exit and work permits for GEO BRUGG personnel) as well as the permits for the import and export, in particular of tools, are issued in good time and are maintained during the performance of the contract.
- 5.2 The customer shall carry out the preparatory work required for the performance of the services in a professional manner and shall in particular ensure that the transport routes and free access to the installation site are in working order and are maintained during the performance of the contract.
- 5.3 The Customer is responsible for the safety of the installation site and the safety of Geobrugg's personnel during the performance of the contract.
- 5.4 The customer shall store material and spare parts appropriately and protected from possible harmful influences and the effects of third parties.
- 5.5 During the performance of the contract the Purchaser shall ensure the following in accordance with Geobrugg's specifications: water and waste water supply, electrical power supply, lighting, necessary storage and workstations on the assembly site, access roads and waste disposal as well as a list of local offices and emergency services.
- 5.6 The customer shall return installation aids (e.g. drilling jigs, helicopter hangers), which were made available to him on loan, in perfect condition within 30 days of use. The repair of defective and the replacement of non-returned assembly aids will be charged to the customer. The return shipment is at the risk of the customer.
- 5.7 The Customer shall fulfil its obligations under this Clause 5 in a timely and correct manner and at no cost to Geobrugg. If the Customer fails to fulfil his obligations correctly or in time, Geobrugg shall be entitled without further ado to perform the relevant services itself or have them performed by a third party at the risk and cost of the Customer. The Customer shall indemnify Geobrugg in full against claims by third parties.

Data Protection Guidelines

for the General Terms and Conditions of Contract of Geobrugg Austria Ges.m.b.H.

General information

1. General and scope of application

1 Geobrugg Austria Ges.m.b.H. processes certain personal data of its customers within the framework of the contractual relationship or in the course of contract negotiations. Geobrugg Austria Ges.m.b.H. is obliged to comply with the EU Data Protection Regulation (DSGVO) and the relevant national data protection legislation. Geobrugg Austria Ges.m.b.H. always processes personal data in accordance with the relevant regulations.

2 With this document, Geobrugg Austria Ges.m.b.H. provides information on the processing of customers' personal data within the scope of the contractual relationship or in the course of contract negotiations and the rights to which customers are entitled in this context.

2. Categories of data

3 Geobrugg Austria Ges.m.b.H. processes personal data of customers which Geobrugg Austria Ges.m.b.H. receives from customers or third parties in the course of business relations. This includes in particular the following data: Contact details (name, address, telephone number and e-mail address) and - where necessary for the purposes of contract processing - details concerning the bank or payment (bank institute, bank account details, purpose of payment, credit card information), information from publicly available sources or information databases (e.g. Internet, commercial register, debt enforcement register) and other data which the customers provide Geobrugg Austria Ges.m.b.H. with in the course of the contractual relationship or contract initiation.

3. Legal basis and purpose of the processing

4 Geobrugg Austria Ges.m.b.H. only processes personal data in a lawful manner. Data processing is carried out on the following legal basis and for the following purposes:

- For the performance of a contract or within the framework of the initiation, execution and termination of the contractual relationship (Art. 6 para. b DSGVO); e.g. delivery or provision of a service and payment processing or general correspondence with customers;

- In order to fulfil a legal obligation incumbent upon Geobrugg Austria Ges.m.b.H. (Art. 6 Para. 1 lit. c DSGVO); e.g. tax law obligation to retain data and to report or provide information to authorities etc;

- On the basis of a consent granted by the customer (Art. 6 para. 1 lit. a DSGVO); e.g. participation in surveys or marketing campaigns

- In order to safeguard the legitimate interests of Geobrugg Austria Ges.m.b.H. (Art. 6 para. 1 lit. f DSGVO); e.g. assertion and enforcement of legal claims, defence of own assets, securing IT security and compliance requirements etc.

4. Transmission of data to third parties

5 Geobrugg Austria Ges.m.b.H. may transfer personal data pursuant to section 2 above to group companies of BRUGG GROUP AG for the purposes set out in section 3, in particular for the fulfilment of a contractual relationship.

6 These Group companies or other recipients are partly in Switzerland, but may also be abroad. The transmission of personal data to third countries or states outside the European Union or international organisations is only carried out in accordance with the legal provisions (Chapter V DSGVO, Art. 44 ff.), i.e. with constant data security guaranteed.

7 In the event that Geobrugg Austria Ges.m.b.H. uses external service providers for certain business activities, Geobrugg Austria Ges.m.b.H. concludes the necessary commissioned data processing agreements with these service providers in accordance with Art. 28 DSGVO to ensure the protection of personal customer data.

5. Duration of storage

8 In principle, Geobrugg Austria Ges.m.b.H. only stores the personal data concerned up to the point at which it is required for the specific processing purpose. Geobrugg Austria Ges.m.b.H. may also store the data beyond this time, in particular to protect its rights in the

event of legal proceedings and/or to comply with its legal obligations (information to public authorities). In general, personal data will be deleted as soon as the purpose of processing or storage ceases to apply.

Rights of data subjects

Data subjects have the right to obtain information on the processing of personal data relating to them (Art. 15 DPA), the right to rectify, delete or restrict processing in accordance with legal provisions (Art. 16, Art. 17 and Art. 18 DPA) and - if relevant - to change or withdraw their consent to data processing at any time with effect for the future. Data subjects also have the right to object to processing within the limits of the law (Art. 21 DSGVO) and to lodge a complaint with a competent supervisory authority (Art. 77 DSGVO). Finally, subject to the conditions set out in Art. 20 DSGVO, the data subjects are entitled to receive the personal data concerning them in a structured, common and machine-readable format and to transfer this data to another responsible party without obstruction by Geobrugg Austria Ges.m.b.H.

Contact

The person responsible within the meaning of the DSGVO and other national data protection laws of the Member States and other provisions of data protection law is

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