

GENERAL TERMS AND CONDITIONS

1. Scope of Application

All deliveries and services of EPS Industries GmbH, 9300 St. Veit an der Glan (hereinafter referred to as the "Company") shall be exclusively governed by the following General Terms and Conditions of Sale and Delivery.

Any deviating agreements shall only be valid if made in writing and signed by duly authorized representatives of the Company.

Any terms and conditions of the customer that conflict with or deviate from these Terms shall not be recognized unless their validity has been expressly agreed to in writing. The performance of contractual obligations by the Company shall not be deemed acceptance of such deviating conditions.

These Terms shall also apply to all future transactions between the Company and the customer, even if not expressly referred to again.

These Terms have been prepared for business-to-business transactions. If, in exceptional cases, they are applied to consumer contracts within the meaning of the Austrian Consumer Protection Act (KSchG), they shall apply only insofar as they do not conflict with mandatory consumer protection provisions.

2. Offers

All information provided on the Company's website as well as offers and price lists are exclusive of VAT and are subject to change and non-binding.

All orders placed by the customer shall become binding only upon written order confirmation by the Company.

If the customer considers the order confirmation to deviate from the order, the customer must notify the Company in writing without delay. Otherwise, the order confirmation shall be deemed binding for both parties.

Any amendments to the order confirmation shall only become binding upon written confirmation by the Company.

Statements made by employees shall only be valid if confirmed in writing by the Company.

3. Prices

Unless otherwise agreed in writing, the contractual currency shall be EURO.

Unless otherwise agreed in writing, all prices are EXW St. Veit an der Glan (Incoterms 2020), unpacked, unloaded and ready for collection by the customer, and apply only to the ordered goods excluding VAT.

Transport, packaging and any additional services related to the goods (such as loading and unloading) are not included in the price and shall be borne by the customer separately.

4. Delivery

Incoterms 2020 shall apply.

Agreed delivery periods shall commence upon dispatch of the order confirmation by the Company.

Unless otherwise agreed in writing, the delivery date shall be the last date on which the goods are made available to the customer at the Company's production facility (delivery term "EXW").

Unless otherwise agreed, the place of performance for all deliveries shall be the Company's production facility in St. Veit an der Glan, Austria. This shall also apply if transport costs are prepaid by the Company.

Partial deliveries are permitted.

Objectively justified and minor changes to delivery obligations, in particular reasonable delays, shall be deemed approved in

advance and shall not entitle the customer to withdraw from the contract or claim damages.

Unless otherwise agreed, shipment shall always be uninsured and at the customer's risk and expense.

At the customer's request, transport and transport insurance may be arranged by the Company on behalf of and at the risk and cost of the customer.

The customer hereby approves any appropriate method of shipment in advance.

Risk shall pass to the customer as soon as loading at the Company's production facility begins.

Upon notification of readiness for collection, the customer shall be obliged to accept the goods.

If the customer is in default of acceptance, the Company shall be entitled to store the goods at its premises (charging reasonable storage fees) or to store them at the customer's risk and expense with an authorized third party.

The Company shall further be entitled either to insist on performance or to withdraw from the contract after setting a reasonable grace period and to dispose of the goods elsewhere. Claims for damages remain unaffected.

5. Payment Terms

Unless otherwise agreed, all invoices shall be due for payment immediately and without deduction.

Payments shall be made exclusively in the specified currency by bank transfer to the account stated in the invoice.

Any discount shall only be granted if all previous due invoices have been fully settled.

If a significant deterioration in the customer's financial situation becomes known, or if the customer is in default with any payment, the Company shall be entitled to demand securities for outstanding deliveries.

In case of default in payment, the Company shall be entitled to charge statutory default interest.

Furthermore, the Company may withdraw from the contract after setting a reasonable grace period.

The customer shall reimburse all reasonable reminder and collection costs incurred by the Company.

The customer shall only be entitled to set-off if counterclaims have been legally established, are undisputed or have been acknowledged by the Company.

6. Retention of Title / Assignment

The delivered goods shall remain the property of the Company until full payment has been received.

The customer shall store the goods properly and insure them adequately during the retention of title period.

The customer shall notify the Company without delay of any enforcement measures or seizure affecting the goods.

The customer shall not be entitled to dispose of the goods in any manner inconsistent with the retention of title as long as outstanding amounts remain unpaid.

In the event of resale, the customer hereby assigns to the Company all claims arising from such resale up to the amount of the outstanding invoices.

The customer is authorized, until revoked, to collect such claims in its own name.

The assignment must be disclosed to the third-party purchaser.

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The Company shall be entitled to assign its claims or ownership rights at any time.

In case of default, the Company may reclaim goods subject to retention of title. All costs of repossession shall be borne by the customer.

7. Warranty, Liability and Product Liability

Unless otherwise agreed, the goods shall be manufactured in accordance with generally accepted standards within the European Union.

Specifications in product data sheets, catalogues or brochures are approximate values only.

Warranty applies only to defects existing at the time of delivery, with the burden of proof resting on the customer.

The customer shall inspect the goods immediately upon delivery and notify defects without delay, at the latest within five working days.

Hidden defects must be reported immediately upon discovery within a warranty period of six months, unless mandatory law provides otherwise.

Failure to give timely notice shall result in the goods being deemed accepted.

If goods are processed or resold despite recognizable defects, warranty claims shall be excluded to that extent.

Recourse claims pursuant to § 933b ABGB are excluded to the extent legally permissible.

No warranty shall apply if goods are improperly handled or modified.

The Company shall not be liable for damages resulting from failure to observe instructions or technical standards.

In the event of unjustified complaints, the customer shall bear all inspection costs.

Justified complaints shall not entitle the customer to withhold the entire purchase price, but only a reasonable portion.

The Company may, at its discretion, remedy defects, replace goods, grant a price reduction or rescind the contract.

Further claims are excluded.

Liability:

The Company shall be liable only in accordance with mandatory Austrian law.

The Company shall be liable for damages – excluding personal injury – only in cases of intent or gross negligence.

In cases of slight negligence, liability shall be limited to breaches of essential contractual obligations and to foreseeable damages.

Liability for loss of profit, indirect damages and pure financial losses is excluded to the extent legally permissible.

Total liability shall be limited to the net contract value.

Mandatory product liability remains unaffected.

8. Data Protection and Confidentiality

The customer consents to the processing of personal data for contract performance within the Company's group.

The customer shall notify any address changes.

The parties shall keep confidential all information obtained from the business relationship.

Personal data shall be processed in compliance with applicable

data protection laws (in particular GDPR).

9. Customer Specifications / Third-Party Rights

If goods are manufactured according to customer specifications, the Company shall only be responsible for execution in accordance with such specifications.

The Company shall have no obligation to examine or warn.

The customer shall indemnify and hold the Company harmless against any third-party claims arising from infringement of intellectual property rights.

10. Force Majeure

Events such as war, fire, strikes, pandemics, shortages, or other force majeure shall entitle the Company to withdraw from or suspend the contract.

The Company shall inform the customer without delay.

No claims for damages shall arise.

11. Jurisdiction and Applicable Law

Exclusive jurisdiction shall lie with the competent court in Klagenfurt, Austria.

Austrian substantive law shall apply, excluding conflict of law rules and the CISG.

12. Severability

If any provision is invalid, the remaining provisions shall remain in full force.

Invalid provisions shall be replaced by valid ones closest to their economic intent.

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