

General Terms and Conditions of Schauer Agrotronic GmbH

1) Scope

Insofar as no special agreements have been made between Schauer Agrotronic GmbH (the company) and the purchaser of any goods or services (the customer) and confirmed in writing by the company, the following General Terms and Conditions of Business apply exclusively, with which the customer expressly agrees when placing the order. Purchase or other contractual terms of the customer will not be part of the contract without prior written agreement. These terms and conditions apply to all contracts between the company and the customer.

2) Brochures, offers, copyrights and confidentiality

- Offers including planning are in principle free and non-binding, unless otherwise agreed. Individual planning services can also be billed to the customer.
- Technical details, dimensions, weights and illustrations in catalogues, brochures, price lists, drafts and offers are non-binding and may be changed by the company at any time.
- Plans and other project documents are intellectual property of the company, are subject to copyright and are provided exclusively for the realization of the respective order. The company remains the author and copyright holder despite payment of the agreed purchase price. The customer receives a non-exclusive, free of charge right of use of such documentation for the purpose of his assignment. Any other use or disclosure to third parties is inadmissible. If the customer refuses an offer and a contract is not concluded, the plans and project documents handed over may not be used or duplicated or handed over to third parties. The unauthorized use or transfer of entrusted or individually prepared plans and project documents is a criminal offense, makes the customer liable for damages and can trigger injunctive relief claims.
- The Customer hereby irrevocably agrees to keep confidential all business and trade secrets made available to him in connection with the business relationship or contact with the Company and not to disseminate such information without the consent of the Company to third parties in any way kind of way. Furthermore, the customer undertakes to use information only within the framework of the concluded contract.

3) Contract

The Companies contractual offer remains in force for 14 days. The Company management is not bound to accept any particular order. The acceptance is in writing or by effective compliance. Verbal changes take effect only if the Company confirms them in writing.

4) Withdrawal, cancellation, liquidated damages

- If there are reasonable doubts about the customer's ability to pay, the company is entitled to withdraw from the contract.
- The cancellation of an order by the customer is only possible with the written agreement of the company. If the company agrees to the cancellation, it is entitled to a cancellation fee of 30% of the contract price, without prejudice to the possibility of asserting a higher actual loss. Custom-made products and planning services are charged to the customer in full.

5) Delivery conditions, quantities and time

- Unless expressly agreed otherwise in writing, the specification of a delivery period is not binding and not to be understood as an assurance or a fixed delivery date. The customer is obliged to accept the deliveries made available by the company.
- The delivery period begins with the dispatch of the order confirmation by the company, but not before the provision of the documents, approvals, clearances to be procured by the customer and before receipt of an agreed down payment. For custom and custom-made products, the delivery period does not begin until the return card signed by the customer confirms the correctness of the dimensions and the plans.
- Plan and order changes extend the delivery time. Increased and short deliveries will be charged according to actual consumption.
- Should the design, specifications etc. of a unit ordered be modified before the delivery date, the company is entitled to deliver the unit in the then applicable specification.
- A condition of supply is that the point of delivery can be reached on a road suitable for lorries. The Purchaser is responsible for prompt and proper unloading. Drivers' and fitters' waiting time and any unexpected extra expenses incurred during delivery will be charged to the Customer.
- The company is authorized to carry out partial and pre-delivery deliveries.
- Goods not required, but ordered and delivered (returns) to be dispatched to the Companies place of business in their original state (free of defects) at the Customers expense. Not more than one month may elapse between delivery and return. The Company determines the value of the goods returned on the basis of their condition on return. Custom and one-off orders will not be taken back.
- In the event of force majeure and other unforeseen, exceptional and unrelated circumstances that prevent the Company from fulfilling its obligations in a timely manner - in particular material procurement difficulties, breakdowns, strikes, lockouts, transport obstructions, regulatory interventions, energy supply difficulties etc., even if they occur with indirect suppliers the delivery period the delivery period may be extended to a reasonable extent, or the company is entitled to withdraw from the contract in whole or in part.
- If a delivery has been agreed on request, the request must be made by the customer within the agreed period. If such a period has not been agreed, then a period of 3 months from the conclusion of the contract shall be deemed agreed. After expiry of the on request period, the company is either entitled to make a final invoice in accordance with the applicable price list and to deliver or store goods that have not been delivered at the cost and risk of the customer, or to withdraw from the contract and, after granting a reasonable period of grace, reuse the goods elsewhere. In case of reuse, a penalty of 15% of the invoice amount applies, excl. VAT, is agreed.

6) Shipping and packaging costs, transfer of risk

Unless otherwise agreed in writing, shipping is always at the expense and risk of the customer. With the transfer of the material to a carrier or carrier, at the latest when leaving the factory of the company, the risk passes to the customer. This also applies to delivery at destination. The acquired goods must be checked by the customer immediately for quantitative correctness. In the event of damage in transit, the customer must proceed in accordance with the instructions and recommendations of the freight forwarder contained on the back of the delivery note.

7) Assembly, compliance with regulations

- The customer must obtain all regulatory approvals himself and at his own expense and ensure that all regulations (in particular for fire protection, accident protection, building protection, employee protection, animal welfare) are complied with. If structural measures are required, they must be carried out by a construction manager authorized to do so. It is emphasized that such work must be done to plan and must in particular comply with the plans provided by the company. Problems resulting from preparatory work of any kind being done incorrectly and/or late are the responsibility of the customer; the company is not liable for these in any way.
- The company only supplies incomplete machines in the sense of the Machinery Directive. The commissioning of the machines in which these incomplete machines are installed is prohibited until it has been determined, at the request and expense of the customer, that these machines comply with the provisions of the Machinery Directive.
- If the takeover, installation or commissioning is delayed without the fault of the company, all associated costs for waiting times, travel and other expenses of the assembly personnel are to be borne by the customer.
- The customer must provide qualified personnel and necessary aids such as lifting, set-up and transport equipment as well as gas, water and electricity to the assembly personnel of the company at the customers expense.
- The customer must provide dry and lockable rooms for the storage of plant components, materials and tools. The risk for parts lost on the construction site and damaged parts shall be borne by the customer.
- The customer must confirm the working time of the assembly personnel and materials used on the assembly certificate by signing the site work certificate presented to him. This assembly certificate is used to calculate travel and waiting hours. If the customer's signature is missing, the calculation will be made according to the instructions of the installation staff.
- As a general rule site work is done in unoccupied units; at the customer's request and risk it can be done in occupied units. The customer is to bear all additional costs arising as a result.

8) Due date of the purchase price

The purchase price shall be due no later than four weeks after delivery, irrespective of any acceptance required or official approvals.

9) Prices, payment, deposit, offset, assembly, freight, late payment, cash discount

- The prices of the company are given in EURO and are net cash ex works excluding packaging, insurance, installation, freight, customs duties and similar charges as well as value added tax, unless otherwise agreed in writing.

- After expiry of a price guarantee, price increases have to be paid by the customer. If additional costs, such as freight rates, insurance premiums, customs duties etc., are increased, the company is entitled to corresponding price increases without the customer having a right of withdrawal.
- The company can request advance payment.
- The Company is entitled to make partial invoices and withhold services if the corresponding instalments are not properly paid. Payments made thereafter shall be credited to the total amount resulting from the final invoice.
- If the customer is in arrears of instalment payments, the company is entitled to claim immediate payment of the full purchase price. Any discounts or bonuses agreed no longer apply. The customer will be charged interest at the statutory rate. The Company further reserves the right to retain deliveries until full payment is received in the event of late payment, or to withdraw from the contract after setting a reasonable grace period.
- The customer is entitled to offset claims of his against the companies purchase price claims only in the case where claims are undisputed or have been established as legally valid.
- A cash discount deduction will only be accepted within the scope of an appropriate agreement.

10) Limitations of liability

- The company is exclusively liable for damages resulting from injury to life, limb or health if it is based on a negligent breach of duty by the company or a wilful or negligent breach of duty by a legal representative or vicarious agent of the company, as well as for other damages which are grossly negligent breach of duty by the company or due to a grossly negligent breach of duty by a legal representative or a vicarious agent of the company as well as in case of breach of essential cardinal (material) obligations.
- Damages resulting from loss of production, loss of earnings and lost sales are not reimbursed.
- Any indemnification is limited to the sum which the company can obtain insurance cover for.
- Claims for damages by the customer lapse after one year.

11) Special customer obligations

- The customer agrees to comply exactly with the instruction manual plus safety regulations issued to him.
- The customer agrees not to make available or pass on goods manufactured exclusively for business use to untrained personnel.
- In the case of resale or transfer of the goods, the customer is obliged to agree the same limitations of liability as in clause 10) above with any subsequent purchaser or transferee.

12) Retention of title

- The delivered goods remain the property of the company until full payment of the purchase price plus all ancillary costs and interest, fees, expenses, etc.
- Any processing or processing of the reserved goods is carried out by the customer for the company, without any obligations arising for the latter. In the case of processing, combining, blending or mixing the reserved goods with other goods not belonging to the company, the co-ownership of the new object in relation to the value of the reserved goods to the other processed goods at the time of processing, combining or blending. If the customer acquires sole ownership of the new item, the parties agree that the customer grants co-ownership of the new item to the company in proportion to the value of the processed or combined, mixed or blended retained goods and stores them free of charge for the company.
- The customer is only entitled and authorized to resell the reserved goods on the basis of a purchase, works, works supply or similar contract if the company has been informed of this in good time, giving the name and exact address of the purchaser and the company agrees to the resale. In the case of approval, it is already agreed that the claim from the resale will be transferred to the company. The customer is not entitled to other dispositions regarding the reserved goods. The claims of the customer from a resale of the reserved goods are already assigned to secure all claims of the company from the business relationship to the company and regardless of whether the reserved goods without or after processing and whether they are sold to one or more buyers. At the request of the company, the customer is obliged to disclose the assignment to the third-party purchaser for payment to the company. If the value of the collateral held by the Company exceeds its claim by more than 20% in total, the Company is obliged, at the request of the Customer or a third party affected by the overcollateralization of the Customer, to release any collateral of its choice. If third parties access the reserved goods, the customer must notify the company immediately. In case of breach of contract by the customer, the company is entitled to take possession of the reserved goods at the customer's expense. The withdrawal and the seizure of the reserved property by the company does not constitute a withdrawal from the contract.

13) Warranty

- The delivery is to be examined immediately after receipt - as far as this is possible after proper business transaction - for defects. A defect must be reported to the company in writing without delay. If no immediate complaint is made in case of obvious defects, the customer loses his right to warranty. If no immediate check is possible, this circumstance must be noted in the case of other exclusion of all warranty claims on the receipt, delivery note or bill of lading. In this case, the examination is to be made at the earliest possible time, as well as the notification of any defects. Section 924 ABGB (Allgemeines bürgerliches Gesetzbuch) presumption of inadequacy of the Austrian civil law does not apply. In the case of warranty, the company is entitled to determine the type of remedy (improvement, replacement, price reduction or conversion) itself.
- Measures taken by the company to mitigate damage are not considered defects acknowledgment. By negotiating a complaint, the company does not waive the objection that the customer's notification of defects was not timely, objectively unfounded or otherwise insufficient.
- No liability is assumed for damages arising out of the sphere of the customer and in particular due to one of the following reasons: improper use, faulty installation or commissioning, natural wear and tear, faulty or negligent treatment, failure to follow the instructions, unsuitable equipment or spare parts, inadequate construction work, unsuitable ground, chemical, electrochemical or electrical influences, use of non-compliant feed and conveyance.
- The warranty does not cover wearing parts, provided that the defect is caused by the use of the part over time (wear), as well as possible minor structural deviations of galvanized, coated and painted parts, scratches and deformations, which have no influence on the function or service life of the product.
- The company makes no warranty for material defects that were not recognized during the processing of the material by the company according to the state of the art at the time when it placed the product on the market. The replacement of consequential damages is also excluded. The customer acknowledges that it is not possible, according to the current state of the art, to manufacture products and systems for the agricultural, industrial or commercial sector in such a way that they work flawlessly in all applications and combinations. This also applies to all delivered software. Accordingly, the company only guarantees that the delivered products are basically usable in the sense of the instructions. The designed and promised functions are only guaranteed when the system is fully operational. The company is no obliged to provide services that are not listed in writing in the order confirmation.
- If a product is manufactured by the company on the basis of design specifications, drawings, models or other specifications of the customer, the liability of the company extends only to the conditional execution, but not to function and other provisions.
- The company assumes no responsibility for the sale of used goods or for the assumption of repair orders.
- The right of the customer to remedy the defect himself and to demand reimbursement of expenses is excluded.
- To the extent that work is performed on-site as part of the warranty, the Company may charge travel and other additional expenses.
- The Company may refuse warranty if Customer fails to meet its contractual obligations, including its timely payment obligation.
- Claims of the customer due to material defects expire after one year.
- The lapse of claims in connection with material defects which are then rectified at a later date shall be suspended only in respect of those items involved in the later remedial action.

14) Final provisions

- The law of the Republic of Austria applies. The provisions of the UN Sales Convention do not apply.
- The exclusive place of jurisdiction for all disputes arising from this contract is the competent court for the place of business of the company.
- Should individual provisions of the contract, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially ineffective provision shall be replaced by a provision whose economic consequences come as close as possible to the invalid one.