

TERMS AND CONDITIONS OF DELIVERY AND SALE
OF COMPANY GFÖLLNER FAHRZEUGBAU UND CONTAINERTECHNIK GMBH
("Seller"),
INDUSTRIEPARK STRITZING 10, 4710 ST. GEORGEN BEI GRIESKIRCHEN, AUSTRIA

These General Terms and Conditions of Delivery and Sale of Seller are generally designed for any transactions between companies. Should they, exceptionally, be used as a basis for legal transactions with consumers within the meaning of Section 1 of the Austrian Consumer Protection Act, Federal Law Gazette 140/79, then they shall only apply to the extent that they do not contradict the provisions of the first major part of this Act.

1. Scope of Application

- 1.1 The scope of these General Terms and Conditions of Delivery and Sale shall include all offers, legal transactions and other services of Seller. As part of ongoing business relationships, these General Terms and Conditions of Delivery and Sale shall apply to future services even if they are not expressly agreed in each individual case. Any deviating agreements shall only be valid if made in writing. Any (general) terms and conditions of purchase of Buyer shall hereby be rejected; these shall not bind Seller even if Seller does not object to them again at the conclusion of the contract.
- 1.2 All quotations and cost estimates, as well as specifications in brochures, advertisements or on the Seller's website shall be subject to confirmation and without binding effect and be understood merely as an invitation to submit an offer. We do not assume any liability for the accuracy of the cost estimate.

2. Prices

The Seller's prices shall be (euro) net prices ex works/location of Seller without packing, freight, insurance, reduction and without VAT plus any price increases due to the increase in production costs (materials, wages, general expenses, etc.) between order and delivery.

3. Conditions of payment, reservation of title

- 3.1 Any accounts receivables of Seller shall promptly be due after invoicing, unless other payment terms have been agreed in writing. All payments shall be made without charges and without discount. Cheques and bills of exchange will be accepted only by special agreement and only as payment in lieu of performance. All incidental costs of the contract, such as shipping costs, financing costs, costs for the land register ensuring the purchase price, fees, interest and the like shall be borne by Buyer.
- 3.2 A set-off of claims of Buyer against Seller shall be excluded. In addition, Buyer shall not be entitled to retain payments due to warranty claims or other claims not recognised by Seller. Any payments from Buyer shall first be set-off against repair costs, then against claims due to spare part requirements, then against interest and other incidental charges, and only at the end against the claims for goods under the retention of title.
- 3.3 If circumstances become known after the conclusion of the contract that can cause reasonable doubts as to the solvency or willingness of Buyer and if Buyer fails to meet the obligation to perform an advance payment or provide a corresponding security (at the Seller's discretion), then Seller shall be entitled to retain services at their own discretion or to withdraw from the contract in whole or in part, without accepting the resulting costs of any nature.
- 3.4 In the event of payment default and/or breach of a contractual provision by Buyer, immediate maturity shall be agreed upon. In addition, Seller shall be entitled to immediately withdraw from the contract. For the default case, the legal contractual interest rates shall apply. The right of Seller to assert further claims for damage shall not be affected by this.
- 3.5 The object of purchase and its parts shall remain the sole property of Seller (property under the retention of title) until full settlement of all obligations of Buyer existing in connection with each transaction (payment) even if some parts are already paid. As long as Seller retains ownership, a sale, pledge, transfer by way of security, lease or other transfer of the object of purchase shall not be allowed without their written consent. If Buyer fails to fulfil their payment obligations in whole or in part, then they will be in debt or insolvent or if an application for financial equalisation or bankruptcy over the Buyer's assets is pending, then Seller has the right, but is not obligated, to take the object of purchase itself and to assert any other rights to the retention of title immediately.
- 3.6 Seller shall be entitled to retain the single licence notification until full settlement of all obligations of Buyer existing in connection with any transaction.
- 3.7 If there have been any claims asserted by third parties on the Seller's retained title, Buyer shall notify Seller immediately thereof by registered letter and defend the Seller's title appropriately at their own expense.
- 3.8 During the period of retention of title, the object of purchase shall be insured for the original price against all risks, including fire, by Buyer on the request of Seller. The transferability of the insurance policies shall be restricted to Seller only.
- 3.9 During the retention period, Buyer shall be obligated to keep the object of purchase in good condition and to have the necessary repairs - except for emergencies - performed in the repair workshop of Seller or at an approved workshop immediately.

4. Delivery

- 4.1 The delivery dates given by Seller shall in general be subject to confirmation.
- 4.2 The term of delivery times shall commence only with full payment of the agreed deposit.
- 4.3 In the case of an agreed amendment of a specific order, Seller shall be entitled unilaterally to set a new delivery date.
- 4.4 Seller reserves the right to design and shape changes during the delivery period.
- 4.5 Any Buyer's claims for failure to perform or for delay shall be excluded, provided that such circumstances were not caused by any intentional or grossly negligent fault of Seller.

5. Fulfilment

- 5.1 Any obligations to deliveries and services of Seller are fulfilled as follows:
 - 5.1.1 ex works: upon notification of dispatch. Buyer shall be obligated to accept the object of purchase immediately after notification of dispatch.
 - 5.1.2 with agreed place of performance/delivery: with the departure from the Seller's premises.
- 5.2 Any risks and hazards, including those of accidental loss, will pass over to Buyer upon fulfilment. If a collection period ex works has been established and this is exceeded by Buyer, then a storage fee may be charged.
- 5.3 Buyer shall be obligated to check and accept the object of purchase immediately after they have received the notification of availability for collection at the agreed place of acceptance, if not agreed otherwise. If the acceptance does not take place within 8 days, the object of purchase shall be deemed duly accepted.
- 5.4 Should Buyer expressly or implicitly waive a checking of the object, then the object of purchase shall be deemed to be duly accepted upon leaving the Seller's works.

6. Warranty and Liability

- 6.1 Unless derogations are provided below, the statutory warranty and liability provisions shall apply.
Any warranted characteristics within the meaning of Section 922 (1) of the Austrian General Civil Code shall only be those which are labelled and expressly agreed by Seller. Product specifications, brochures and details given by Seller (or a third party manufacturer) etc. shall not be deemed warranted characteristics.
A warranty shall be granted with regard to repair works only for replaced parts. There will be no warranty granted for wear and tear (parts) and used vehicles/objects of purchase.
The period of warranty shall be two years.
- 6.2 The term of the warranty period shall commence with fulfilment. The warranty shall lapse with the resale of the object of purchase by Buyer if the object of purchase has been altered by another party or by the installation of third party parts and if Buyer does not follow the rules on the treatment of the vehicle/goods (operating instructions) (especially if the permissible gross weight, the permitted maximum axial load, the payloads or chassis carrying capacity are exceeded or the required inspections are omitted).
- 6.3 Subject to forfeiture of claims, any warranty claims shall be notified to Seller within 14 days from noticing the defect, stating the type and extent of the defect in writing (notification of defects). The application of Sections 924, 933b Austrian General Civil Code shall be excluded. The existence of a defect at the time of transfer shall be proven by transferee (Buyer).
- 6.4 A claim for rescission or reduction shall be excluded. It shall be left to the Seller's discretion whether to comply with a warranty obligation by improvement or replacement/exchange. For the improvement or replacement, Buyer shall be obligated to grant sufficient time and opportunity to a reasonable extent. If they refuse or if time and opportunity are restricted in an inappropriate manner, Seller will be exempt from their warranty obligations. In all cases, only parts will be replaced. The wages and costs incurred for mounting and dismounting shall be borne by Buyer. Any warranty claims shall be notified and/or asserted in the Seller's works or in an authorized service centre indicated by Seller.

7. Compensation and Product Liability

- 7.1 Any claims for damages shall be excluded in cases of slight negligence. The existence of gross negligence shall be proven by the party having suffered damage. All claims for damages will become statute-barred from the moment that the damage and the party causing the damage are known one year after the expiration of the warranty period.
- 7.2 Other claims of Buyer, of whatever kind, shall - with the exception of gross negligence by Seller - be excluded.
- 7.3 Seller shall not be liable for property damage under the Austrian Product Liability Act and product liability claims which can be derived from other provisions.
- 7.4 If Buyer of the object of purchase is in turn a seller, their right of recourse shall be expressly excluded pursuant to Section 12 Austrian Product Liability Act.
- 7.5 The object of purchase shall provide safety only to the extent granted by approval regulations, manuals, instructions from the Seller's works on the treatment of the delivered item (operating Instructions) - particularly with regard to the required inspections - and all other instructions given.
- 7.6 It should clearly be stated that the information in the specifications on performance, weights, operating costs, speeds, etc. be regarded as approximate and non-binding.

8. Avoidance on the ground of error

Buyer and Seller mutually waive the right to appeal against any legal transactions on the ground of error within the meaning of Section 871 Austrian General Civil Code.

9. Severability Clause

Should any provisions of these General Terms and Conditions of Delivery and Sale be/become wholly or partially invalid, all remaining provisions of these General Terms and Conditions of Delivery and Sale shall remain effective. The ineffective provision shall be replaced by another provision that is effective and comes as close as possible to the economic content and purpose of the invalid provision.

10. Place of Jurisdiction

To all orders that are especially subject to these General Terms and Conditions of Delivery and Sale, only Austrian substantive law shall apply, unless its provisions on the conflict of laws refer to foreign law. If Austrian law provides a cross border application of special international substantive law applicable in Austria - such as the recognised CISG - then these shall not be applied. The place of jurisdiction for all disputes arising out of or in connection with the contract - even in the exchange bill and cheque process - shall be the competent court of the registered office of Seller.