

General Terms and Conditions of Sale, Delivery and Payment

Date: June 1, 2026

1. General

These General Terms and Conditions of Sale, Delivery and Payment (hereinafter referred to as “General Terms”) shall apply to all deliveries, services and offers made by Winterthur Technology (Austria) GmbH (hereinafter referred to as “Supplier”) concerning grinding wheels, tools and related services (hereinafter referred to as “Products”).

Any terms and conditions of the Purchaser shall not apply unless expressly accepted in writing by the Supplier. Silence or partial performance shall not constitute acceptance of such terms.

These General Terms shall apply exclusively; any deviations must be agreed in writing.

The Supplier maintains a certified quality management system in accordance with ISO 9001 and ISO 14001.

2. Offers, Quotations and Orders

All quotations and offers are non-binding and valid for a period of ninety (90) days unless otherwise expressly stated.

A contract shall only come into effect upon written order confirmation by the Supplier.

Orders must fully specify all agreed deliveries and services. Any additional services shall be invoiced separately.

Technical documentation (drawings, plans, specifications, etc.) remains the intellectual property of the Supplier and may not be disclosed to third parties without prior written consent.

3. Delivery

Delivery shall be FCA Villach, Austria, in accordance with INCOTERMS® 2020, unless otherwise agreed.

The Supplier reserves the right to:

- make partial deliveries,
- apply a delivery tolerance of $\pm 10\%$,
- reasonably adjust delivery times.

Risk of loss or damage shall pass in accordance with FCA INCOTERMS® 2020.

In cases of force majeure (including but not limited to natural disasters, labor disputes, supply chain disruptions), the Supplier's obligations shall be suspended for the duration of such events.

If a force majeure event continues for more than three (3) months, either party may terminate the affected contract.

4. Prices and Payment Terms

All prices are stated in EUR, net, FCA Villach, excluding VAT.

Payments shall be made within thirty (30) days from the invoice date without deduction unless otherwise agreed.

In the event of delayed payment, the Supplier is entitled to charge statutory default interest pursuant to applicable Austrian law (§ 456 UGB).

The Supplier reserves the right to:

- declare all outstanding amounts immediately due,
- suspend deliveries,
- request advance payments.

Set-off or retention by the Purchaser is only permitted if the counterclaim is undisputed or legally established.

The Purchaser shall reimburse reasonable reminder and collection costs.

5. Retention of Title

The delivered Products shall remain the property of the Supplier until full payment of all outstanding claims.

The Purchaser shall:

- store the Products carefully,
- insure them where appropriate,
- not pledge or assign them as security.

In case of resale, the Purchaser hereby assigns any resulting claims against third parties to the Supplier as security. The Supplier may demand disclosure of assigned claims.

6. Warranty (Defects)

The warranty period shall be twelve (12) months from delivery.

The Purchaser shall inspect the Products immediately upon delivery and notify any defects in writing without undue delay.

In case of justified defects, the Supplier shall, at its discretion:

- repair the Products, or
- replace them, or
- issue a credit note.

Warranty claims shall not apply in cases of:

- normal wear and tear,
- improper use or storage,
- non-compliance with operating instructions,
- excessive or inappropriate use.

7. Liability

The Supplier shall be liable for damages only in accordance with statutory provisions.

In cases of slight negligence, liability shall be limited to foreseeable, typical damages arising from a breach of essential contractual obligations.

Any further liability, in particular for indirect or consequential damages (e.g. loss of profit), shall be excluded to the extent permitted by law.

This limitation shall not apply to damages resulting from gross negligence, willful misconduct, or personal injury.

8. Product Liability

Mandatory statutory product liability provisions shall remain unaffected.

Any limitations of liability under these General Terms shall not apply where liability is mandatory under applicable product liability laws.

9. Compliance and Use of Products

The Purchaser shall ensure that:

- Products are used in accordance with all applicable safety standards,
- applicable technical and safety instructions (e.g. FEPA recommendations) are followed.

The Supplier shall not be liable for damages resulting from improper use.

The Purchaser shall comply with all applicable export control and sanctions regulations and shall not export or re-export Products in violation of applicable laws.

10. Confidentiality

All commercial and technical information disclosed by the Supplier shall be treated as confidential and shall not be disclosed to third parties without prior written consent.

11. Miscellaneous

The Supplier is entitled to use subcontractors.

Should any provision of these General Terms be or become invalid, the validity of the remaining provisions shall not be affected.

Any amendments or supplements must be made in writing.

12. Place of Performance, Applicable Law and Jurisdiction

Place of performance shall be the registered office of the Supplier.

These General Terms and all legal relations between the Supplier and the Purchaser shall be governed exclusively by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The competent court at the Supplier's registered office shall have exclusive jurisdiction over all disputes, to the extent permitted by law.