

General Terms and Conditions

Trelleborg Sealing Solutions Austria GmbH, Handelskai 94-96, Millennium Tower 26. OG, A-1200 Vienna

1. Scope

1.1. These General terms and Conditions shall apply to all transactions, including future transactions, between us, Trelleborg Sealing Solutions Austria GmbH ("TSS"), and the customer, **unless** the customer is a **consumer** within the meaning of the Consumer Protection Act. The deliveries, services and quotations by our enterprise shall be made exclusively on the basis of the most recent version of the General terms and Conditions set out below. These General terms and Conditions can be viewed online at any time at <http://www.tss.trelleborg.com/at/de/agb.html> in a reproducible form that can be saved and printed out by the Purchaser. Customer's conflicting conditions or conditions departing from these General terms and Conditions shall not be recognised unless we have expressly consented to their application. Acts in performance of the contract on our part shall to this extent not be deemed to be consent to contractual conditions departing from our conditions.

1.2. The most recent version of these General terms and Conditions shall also be deemed to apply as a frame contract for all future transactions between the contracting parties, without TSS being required to refer to these General terms and Conditions again in each individual case. **Individual agreements to the contrary shall be invalid unless in written form** and shall only apply to the specific transaction and expressly not to subsequent transactions. The customer hereby confirms his knowledge of the contents of these General terms and Conditions.

1.3. These General terms and Conditions are available to the customer for inspection at any time in our business premises and on our home page and shall be sent to the customer electronically or by post upon request.

2. Amendments of the General terms and Conditions

Amendments of these General terms and Conditions shall be **deemed to be approved** and shall also have effect for existing contracts if the customer fails to withdraw from the contract within **three months** after notification of the amended General terms and Conditions and has pointed out this legal consequence to us in good time. The announcement of the amended standard terms of business with reference to the legal consequences can be made in written form or electronically.

3. Conclusion of Contracts

3.1. Quotes provided by TSS are non-binding and must be in written form to be valid. Unless otherwise agreed by the parties, a contract is not formed until TSS has confirmed the order in written form, however no later than when TSS makes delivery. No verbal collateral contracts exist at the time the contract is formed.

3.2. The scope of delivery owed by TSS is always determined by the written order confirmation. Where no order confirmation exists but TSS has submitted a binding quote with a time limit and the Purchaser has accepted the quote within that time limit, said quote shall determine the scope of delivery.

4. Prices, Molds and Models

4.1. The prices applicable at the time of the conclusion of the contract shall apply. These shall be understood to be in Euro and shall not include shipping and packaging costs, customs clearance, import collateral charges and the statutory value added tax (VAT) valid at this time, and shall be deemed to be ex our warehouse or ex the works of our supplier.

4.2. If the quantity ordered falls short of the minimum order quantity, we shall be entitled to charge the minimum order value

applicable at the time, provided that the ordering party has been informed of this in advance.

4.3. All tools, molds, dies and models and testing equipment shall remain the property of TSS irrespective of whether or not the Purchaser has made payment toward the costs to manufacture them. After the completion of the particular order, these objects shall remain in the possession of TSS and shall be held in storage for future orders for a reasonable period of time to be determined by TSS without any obligation on the part of TSS. TSS retains industrial property rights and copyrights that may exist in such tools or in their underlying materials, e.g. drawings. Where such rights exist, the production of replicas of the items specified above is prohibited.

5. Payment Terms

5.1. Invoices issued by TSS shall be payable within 30 days net from date of invoice.

5.2. We shall be entitled to credit incoming **payments to older unpaid deliveries**, even in the event of instructions to the contrary by the customer.

5.3. In the case of part invoices, the corresponding part payment shall be due upon receipt of the relevant invoice. This shall also apply to invoice amounts that result from subsequent deliveries or other agreements concerning the original contract amount, irrespective of the terms of payment agreed for the main delivery.

5.4. Payment shall be deemed to have been made on the day on which we can dispose freely of it.

5.5. The customer shall not be entitled to retain or offset payments on the grounds of warranty claims or other counterclaims.

5.6. Notwithstanding our other rights we shall be entitled to postpone the fulfilment of our own obligations until payment of the arrears or other performance is affected; alternatively, we shall be entitled to demand an appropriate extension of the delivery time period.

5.7. We shall be entitled to invoice for pre-litigation charges, in particular reminder charges and legal fees, which have become necessary and expedient in relation to the enforcement of our rights and claims.

6. Shipping and Acceptance

6.1. The Customer bears all packing cost. Orders are shipped DAP ("delivered at place", Incoterms 2020) however, the customer bears all cost TSS incurred thereby.

6.2. If an agreement has been made for the shipping of the goods, such shall be in average packaging usually suitable for shipping. If a particular type of transportation is agreed, the services shall be provided or organised by us in return for separate payment of the resulting additional costs. If the customer has not agreed a particular mode of transport, we shall select such ourselves. The customer hereby expressly confirms his agreement to shipping by carrier, forwarding agent, rail or post.

6.3. If the place of delivery or performance is abroad, the delivery/performance shall in any event be at the customer's expense. The customer shall also be obliged at his own expense to pay duty and tax on the goods, and if necessary, insure them appropriately. At the same time, the customer shall at his own expense obtain all consents and confirmations in accordance with the statutory requirements that are necessary for the export of the goods from Austria and the import of the goods into the foreign

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country, and if necessary, present such, and issue the corresponding declarations.

6.4. If at the time of the conclusion of the contract, no place of delivery/performance is agreed, we shall be entitled to effect delivery/performance at the registered office or another business establishment of the customer.

6.5. If the customer fails to accept the goods at the place of delivery (acceptance default), we shall be entitled but not obliged, after setting a reasonable grace period of at least 10 days, to withdraw from the entire contract including all further contracts and to use the goods elsewhere. We shall also be entitled to insist on performance of the contract. In such event, the customer shall be obliged to bear the costs of delivery to the usual amount.

7. Delivery periods, Scope of Delivery and Transfer of Risk

7.1. The delivery period shall start on the date the order confirmation is issued, however not until all of the details of the order have been fully clarified.

7.2. Delivery dates and delivery periods shall always be approximations only and shall not be binding on TSS except where TSS has expressly agreed to a binding delivery date or delivery period in writing when entering into the contract. In the latter case they shall only be valid and binding subject to unrestricted transportation possibilities. Claims for damages for any exceeding of the delivery period (unless TSS acts deliberately) or any penalty payments (contractual penalty) on the grounds of late delivery shall be generally excluded.

7.3. We reserve the right to deliver up to 10% more or less than the ordered quantity. The invoice shall be based on the actual quantity delivered. We shall also be entitled to make part deliveries.

7.4. The risk shall transfer to the customer upon delivery to the forwarding agent or carrier, and at the latest when the goods leave our warehouse or the works of our supplier, including if part deliveries are made or if we have taken on responsibility for other services. If dispatch is delayed on the grounds of a circumstance for which the customer is responsible, the risk shall transfer to the customer at the time when the goods are ready for dispatch. We undertake to insure the goods stored by us in accordance with the customer's specifications upon express written request and at the customer's expense. The preceding provision shall also apply in cases in which a delivery date is not agreed.

7.5. In the case of call orders without an agreement of a contractual term, production quantities and acceptance dates, we shall be entitled to demand the binding specifications of these factors at the latest three (3) months following confirmation of order. If the customer fails to comply with this request within three (3) weeks, we shall be entitled to set a two-week grace period and following such to withdraw from the contract and/or claim damages.

7.6. The goods ordered by the customer shall be accepted within the delivery period specified by us. In the event of a failure by the customer to accept the goods, we shall be entitled either to deliver the goods and charge the agreed price or to withdraw from the contract.

7.7. We assume no liability whatsoever for any delivery delay or failure to deliver due to a fault on the part of our suppliers unless the damage results from an intentional breach of a main contractual obligation on our part.

7.8. If compliance with the agreed delivery period is prevented by

unforeseeable circumstances or such independent of the parties' intent, such as all cases of force majeure (including pandemic and lockdown), the delivery period shall in any event be extended by the duration of such circumstances; these shall include in particular delays in customs clearance, transport damage, official interventions and the failure of an essential supplier that is difficult to replace or circumstances whose effects are equivalent to the examples just mentioned.

8. Reservation of title

8.1. Goods shall be supplied by us subject to reservation of title and shall remain our property until paid for in full, including any collateral charges.

8.2. The assertion of the reservation of title shall only constitute a withdrawal from the contract if this is expressly stated. If we take goods back, we shall be entitled to charge any transport and handling costs incurred. If a third party attempts to take possession of goods subject to reservation title - in particular by means of writ of execution -- the customer undertakes to refer such party to our title and to notify us immediately thereof in writing.

8.3. The customer bears the full risk for the goods subject to reservation of title, in particular the risk of destruction, loss or deterioration.

8.4. If the customer is entitled to dispose of the goods before payment thereof, he shall reserve title to the goods until the performance to which he is entitled (purchase price) has been paid in full.

8.5. If our goods are processed, mixed or combined with other materials, we shall acquire joint ownership of the resulting products in proportion to the other material.

9. Warranty, Obligation to examine and complain

9.1. Quality and the execution of the project shall be determined by the samples and properties specifically agreed upon in written form that we shall submit to the customer upon request. A reference to the technical standards shall serve the description of the performance and shall not be construed as a guarantee of qualities. Nor shall public statements or advertising constitute a contractual statement as to the quality of the goods.

9.2. We shall satisfy the customer's warranty claims in all cases at our choice, either by repair, replacement of what is missing or exchange within an appropriate period. Only if no repair, no replacement of what is missing, or exchange takes place within a reasonable period for the customer shall the customer be entitled to reduce the price or cancel the contract (rescission of contract). Cancellation of the contract shall be excluded in the event of merely minor defects.

9.3. We assume **no liability** for the suitability of our goods **for the purpose** intended by the customer. The selection and verification of the suitability of the goods for the requirements of the customer is solely the responsibility of the customer. This shall also apply to mere visual deviations that do not impair the proper use of the goods.

9.4. Unauthorised reworking and inappropriate treatment shall lead to the loss of all claims based on defects. The customer shall only be entitled to effect repairs or demand compensation for the unreasonably large damage or if we are in default in remedying the defect. In addition, the customer shall not have any claims if the goods have not been stored, used and processed by the customer appropriately and correctly, if our **recommendations and installation instructions are not complied with (see Section**

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11), or if the goods are combined or processed with inappropriate components. Goods complained of shall be sent to us following prior consultation.

9.5. **Warranty claims** must be asserted before the courts **within twenty-six (26) weeks** after delivery of the goods, thereafter they are statute barred. This also shall apply to hidden defects. The period shall commence on the day of delivery or collection of the goods. We shall be liable for defects present at the time of delivery.

9.6. Customer claims aimed at remedying the defect by means of repair or replacement can only be asserted once we are proven to be in default with the satisfaction of the warranty claims.

9.7. In cases of product liability, we shall pay damages subject to the conditions of Section 10.

9.8. The customer shall examine the goods immediately following delivery/collection within the meaning of Secs. 377 et seq. of the Austrian Commercial Code (*UGB*). Defects identified shall be notified to us in written form immediately, at the latest however within **14 working days**, stating the type and scope of defect and specifying **in written form** the precise identification of the goods or article number, the date of the delivery/service and the date and number of the invoice. The label attached to the products shall be returned to us.

9.9. **Concealed defects** shall be complained of in written form immediately, at the latest however within **7 working days** after discovery, likewise together with communication of the above details.

9.10. The timeliness of the written complaint of the defect shall be determined by its receipt within our enterprise. If a complaint about a defect is not lodged in good time or not in accordance with these provisions, the goods shall be deemed to be approved and all customer claims based on whatever legal title shall be excluded.

9.11. To the extent possible, the customer shall be obliged, on pain of loss of claim, to allow us to make more precise investigations including an inspection and viewing of the documents and the like in order to determine the existence of any defects. Defects in individual but independent parts of the delivery/service shall under no circumstances entitle the customer to withdraw from the contract as a whole or to rescind the entire contract.

10. Damages

10.1. All claims for damages shall be excluded in cases of slight negligence, including with respect to our **recommendations and installation suggestions (see Section 11) for specific materials and types**. This does not apply to mere pecuniary losses due to the breach of a main contractual obligation. In case of gross negligence, TSS is only liable for direct damages which have to be typically expected with such goods, but not for any consequential damages, loss or any unachieved cost savings. If the failure to comply with our **recommendations and installation suggestions (see Section 11) is causal for the damage, no damages shall be payable**. Nothing of this clause shall limit or exclude statutory liability under the 'PHG – Produkthaftungsgesetz' (Product Liability Act).

10.2. If an action is brought against us by third parties on the basis of product liability or on the basis of an infringement of official safety regulations or any other legal basis according to Austrian or foreign law, we can claim compensation from the customer for the costs incurred according to the provisions of the liability law applied against us, if at the time of conclusion of the contract the customer fails to inform us or to inform us in full about the

subsequent use of the objects supplied by us and to the extent that the failure to notify us is causal for the damage, unless the customer proves that the damage and the failure to inform were not his fault. For the rest, the Product Liability Act shall apply, in particular the release from liability by identifying of the upstream party.

10.3. Any claims for damages can only be asserted before the courts within **six months** after the entitled party to the claim acquires or is able acquire knowledge of the damage and the party responsible for the damage, at the latest however within **three years** after the event establishing the claim. The provisions concerning damages contained in the present standard terms of business or otherwise agreed shall also apply if the claim to damages is asserted alongside or instead of a warranty claim.

11. Installation suggestions

Installation suggestions and material recommendations are based on the parameters and conditions of use specified by the customer. The application shall in any event require practical trials in the customer's business. Given the large number of possible applications for our products, we cannot assume any warranty for the accuracy of the recommendations provided in the individual case unless the accuracy is guaranteed in written form. Installation suggestions remain our intellectual property and shall be kept confidential as against third parties.

12. Assignment of claims

12.1. In the case of delivery subject to reservation of title, **the customer hereby in advance assigns to us his claims against third parties** in lieu of payment to the extent that such a right is the result of the disposal or processing of our goods, until final payment of our claim.

12.2. Upon request, the customer shall identify his purchasers to us and notify such in good time of the assignment. The assignment shall in any event be disclosed in the purchaser's business books, delivery notes, invoices etc. in accordance with the statutory provisions

12.3. We shall be entitled to inspect the books of the purchaser of the goods subject to the reservation of title in order to check whether the assignment and notices have been inserted by the customer. The customer issues his express consent to such inspection of books. If the customer is in default with his payments to us, the sales proceeds received by him shall be separated and the customer shall only hold such in our name.

12.4. The customer undertakes to insure our goods according to the principles of a prudent merchant, and hereby in advance assigns to us any claims against an insurer within the limits of Sec. 15 of the Insurance Contracts Act.

12.5. **Receivables** against us **shall not be assigned and/or pledged** without our express written consent.

13. Retention and set off

The customer shall not be entitled to **offset** our claims against any claims he holds against us unless the receivable is not disputed or has been determined with final legal effect.

14. Force majeure

14.1. Events of force majeure shall entitle us to suspend delivery for the duration of the impediment and a reasonable start up time,

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or to withdraw in whole or in part from the contract in accordance with the effects of such events. If shipment is delayed by more than three months as a result of the effects of force majeure, the customer shall be entitled to withdraw from the part of the delivery affected.

14.2. Events of force majeure shall include, but shall not be limited to, all the effects, in particular of natural forces, protection against which or the prevention of which lies outside our scope of influence, such as earthquakes, lightning, frost, confiscation, sabotage, fire, strike, lockout, pandemic, lockdowns, lack of availability of specialists, government sanctions and interventions, delays in the supply of essential raw materials or energy supply difficulties, as well as other unforeseeable impediments that are beyond the control or influence of TSS.

15. Embargos and sanctions

15.1. Purchaser agrees and undertakes that:

- a. it will not use the goods for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause TSS to be in breach of financial or trade sanctions imposed against Iran or any other destination;
- b. it will not export, re-export, re-sell, supply or transfer the goods to any destination or party subject to UN, EU, or US trade embargos, or to any destination or party if it is known or suspected that the goods are likely to be used for the purposes set out in 15.1.a. above;
- c. it will comply with all applicable export and sanctions laws;
- d. it will include the same terms in its dealings with its customers; and
- e. it agrees to fully indemnify TSS for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against TSS arising out of or in connection with any breach of this section whether such breach occurs directly or indirectly, with or without the knowledge of TSS.

16. Data protection, change of address and copyright

16.1. The customer hereby issues his consent to personal data included in the purchase contract being stored and processed by us with computer assistance for the performance of this contract.

16.2. Until the contractual transaction has been completed in full by both parties, the customer shall be obliged to notify us of any change of his business address.

If the notification is not made, declarations shall also be deemed to be served if they are sent to the last known address of the customer.

16.3. Samples or illustrations and the like shall in particular always remain our property. The customer shall not receive any work use or exploitation rights of whatever kind thereto.

16.4 TSS processes personal data only in accordance with the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act. TSS is obliged to inform the data subject where personal data are collected from in accordance with Section 13 GDPR. Purchaser will find the required information under the following link:

<https://www.tss.trelleborg.com/de/de/agb.html>

17. Use of data for marketing purposes

The customer issues his express consent to his data being used for marketing purposes for our products, in particular to improve the products, for further development and internal needs analysis.

18. Consent to email advertising, reference list

The customer confirms his consent to receiving advertising and information from us by email about our products and offers and from other business partners. The customer's details shall be retained by us and shall not be passed on. The customer can withdraw this consent at any time in writing, by fax or by email.

19. Confidentiality

19.1. The customer shall **maintain strict confidentiality with respect to confidential information** the customer gains knowledge of, i.e., all data and information that the customer learns of in connection with the contractual relationship with TSS ("Confidential Information"). The customer shall use Confidential Information only for the purposes of the contract entered with TSS and shall not disclose such to third parties or make such available to third parties in any other manner without the express written consent of TSS in advance. Furthermore, the customer shall safeguard Confidential Information against access by third parties. In doing so, the customer must exercise the same degree of care applied when handling its own Confidential Information; at minimum the customer must exercise reasonable care. The customer shall impose on its employees the same obligations to maintain confidentiality with respect to Confidential Information. The customer shall immediately notify TSS in writing should the customer learn of a breach of the confidentiality clause That is impending or has already transpired or where the customer has become suspicious of such.

19.2. The obligation to maintain confidentiality with the respect to Confidential Information is not applicable where the customer proves that

- the Confidential Information was already known to the customer before such was communicated by TSS.
- the customer received the Confidential Information lawfully from third parties without an obligation to maintain confidentiality being imposed and without it being apparent to the customer that the third parties were violating any confidentiality duties imposed on them.
- the Confidential Information is public knowledge or has become public knowledge without any breach of the obligation to maintain confidentiality set out herein.
- the Confidential Information had been or is being developed by the customer independently from the communication of such by TSS.

19.3. TSS reserves all rights to the Confidential Information (including copyrights, the right to apply for industrial property rights and patents, utility models, mask work rights, design patents and trademarks) and the property rights in items made available that contain Confidential Information (papers, diskettes, etc.). Under no circumstances are any property rights, license rights, reproduction rights, use rights, or other rights to TSS's Confidential Information granted hereby, irrespective of whether or not intellectual property rights in such exist.

19.4. At TSS request, the customer must immediately return to TSS all Confidential Information received, with the sole exception of copies that are required to be archived in order to satisfy regulations mandated by law. Upon request, all Confidential Information stored in computers is to be deleted.

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19.5. The confidentiality clause shall survive for three years after the end of the contract.

20. Meaning of the headings

Headings in these standard terms of business merely serve clarity and structure. They have no normative significance. Nor do they serve to limit or extend the scope of application or the interpretation of these terms of business.

21. Partial invalidity

If individual provisions of these standard terms of business should be or become null and void, invalid or contestable, this shall not affect the other provisions hereof, and the latter shall be construed and/or supplemented in such a way that the intended commercial effect is achieved as closely as possible in a lawfully permissible manner. The same shall apply to any gaps in the contract.

22. Choice of law, legal venue

22.1. Austrian law shall apply exclusively.

22.2. The application of the UN law on sales is expressly excluded. The parties to this agreement agree Austrian domestic jurisdiction.

22.3. Exclusive local jurisdiction for any disputes resulting from the present standard terms of business and any contracts based thereon shall be determined by the court competent for such cases in 1010 Vienna.

23. Place of performance

Place of performance shall be the place of the registered office of our company.