

Terms and Conditions for Strasser Maschinenbau GmbH

As on 3/2026

1. Validity

1.1. These Terms and Conditions apply between us (Strasser Maschinenbau GmbH) and business, natural and legal persons (hereinafter referred to as the "Customer") to the legal transaction in question as well as to all future transactions, even if no express reference is made to them in individual cases, in particular in the case of **future supplementary or follow-up orders**.

1.2. These Terms and Conditions do not apply to transactions between us and consumers.

1.3. The version of our General Terms and Conditions applicable at the time of conclusion of the contract, available on our **website** (www.strasser-salzburg.at), shall apply to business customers

1.4. We enter into contracts **exclusively** on the basis of our General Terms and Conditions.

1.5. **The customer's terms and conditions** or any amendments or additions to our General Terms and Conditions require our express consent, in writing in the case of business customers, to be valid.

1.6. The customer's terms and conditions shall not be recognised even if we do not expressly **object** to them upon receipt.

2. Quotation/Conclusion of Contract

2.1. Our quotations are **non-binding**.

2.2. **Commitments**, representations and warranties on our part, or agreements deviating from these General Terms and Conditions in connection with the conclusion of the contract, shall only become binding on business customers upon our written confirmation.

3. Prices

3.1. Price quotations are generally **not** to be understood as **fixed prices**.

3.2. For services ordered by the customer which are not covered by the **original order**, there shall be a claim for reasonable (additional) remuneration.

3.3. Prices are quoted exclusive of the applicable statutory **VAT** and ex-works.

4. Payment

4.1. All payments must be made free of deductions and charges exclusively to the account specified in our invoices (IBAN; BIC) in EURO.

4.2. Any changes to the account details after invoicing require the customer to contact our management in person beforehand, using the telephone number provided on the invoices, in order to prevent fraud.

4.3. Cash discounts, rebates etc. are only deductible if they have been expressly agreed with us in each case. Any such agreements from previous orders do not automatically apply to subsequent orders.

4.4. Unless payment in advance or other terms have been agreed in writing, our invoices are due for payment no later than 30 days after dispatch from our warehouse/factory, but no earlier than 14 days after the invoice or partial invoice has been sent to the customer.

4.5. In the event of late payment, interest of 12% per annum shall be payable.

4.6. If advance payments or partial invoices have been agreed and these are not paid in full, we are entitled to withdraw from the contract after setting a grace period of 8 days, but in any event to withhold our service until full payment has been made. In the event of justified withdrawal, the customer shall nevertheless owe the full purchase price, minus any specific savings we may achieve through non-completion or the use of the parts for other orders or the sale to third parties.

5. Service periods and deadlines

5.1. Service periods and deadlines shall be postponed in the event of **force majeure**, strikes, unforeseeable delays on the part of our suppliers for which we are not responsible, or other comparable events beyond our control, for the duration of the relevant event.

6. Retention of title

6.1. The goods delivered, assembled or otherwise handed over by us shall remain our property until payment has been made in full.

7. Property rights of third parties

7.1. If the customer **provides** intellectual creations or documents and if third-party property rights are asserted in respect of

such creations, we are entitled to suspend the manufacture of the delivery item at the client's risk until the third-party rights have been clarified, and to claim reimbursement of the necessary and reasonable costs incurred by us, unless the claims are manifestly unfounded.

7.2. The customer shall indemnify and hold us **harmless** in this regard.

7.3. We are entitled to demand reasonable **advance payments** from business customers to cover any legal costs.

7.4. For goods which we manufacture **in accordance with the customer's documentation** (design specifications, drawings, models or other specifications, etc.), the customer alone shall guarantee that the manufacture of these goods does not infringe any third-party intellectual property rights.

7.5. Should third-party intellectual property rights nevertheless be asserted, we shall be entitled to **suspend** the manufacture of the goods at the client's risk until the **third-party rights** have been clarified, unless the claims are manifestly unfounded.

8. Our intellectual property

8.1. **Plans**, sketches, cost estimates and other documents provided by us or created as a result of our contribution remain our intellectual property.

8.2. The use of such documents outside their intended purpose, in particular the **disclosure**, reproduction, publication and making available, including even the copying of extracts, requires our express consent.

8.3. The customer is further obliged to maintain **confidentiality** from third parties regarding any knowledge obtained from the business relationship.

9. Warranty

9.1. The provisions on legal warranty shall apply. The **warranty period** for our services to business customers is one year from completion.

9.2. Unless otherwise agreed (e.g. formal acceptance), the time of **delivery** is the time of completion, at the latest when the customer has taken the service into their possession or has refused to accept it without giving reasons.

9.3. **Rectification** of a defect alleged by the customer does not constitute an acknowledgement of that alleged defect.

9.4. The business customer must allow us at least **two attempts** to rectify the defect.

9.5. If the customer's claims of defects are unjustified, the customer is obliged to reimburse us for any **expenses** incurred in establishing the absence of defects or in rectifying the fault.

9.6. The business customer must always **prove** that the defect was already present at the time of handover.

9.7. To rectify defects, the customer must make the system or equipment **accessible** to us without undue delay and grant us the opportunity for inspection by us or by experts appointed by us.

9.8. **Defects** in the delivered goods which the business customer has discovered or should have discovered upon inspection in the ordinary course of business after delivery must be reported to us in writing and in detail without delay, at the latest **14** days after **handover**. Hidden defects must also be notified within this reasonable period from the time of discovery

9.9. Any **use or processing** of the defective item, which threatens to cause further damage or complicates or prevents the determination of the cause, must be discontinued by the customer without delay, unless this is unreasonable.

9.10. If a **notice of defect** is not raised in good time or in the proper manner (specifically), the goods shall be deemed to have been accepted.

9.11. If the customer's **claims of defects** are **unjustified**, the customer is obliged to reimburse us for any expenses incurred in establishing the absence of defects or in rectifying the fault.

9.12. Any **use or processing** of the defective item, which threatens to cause further damage or complicates or prevents the determination of the cause, must be discontinued by the customer without delay, unless this is unreasonable.

9.13. We may avert a **request for rescission** by rectifying the defect or offering an appropriate price reduction, provided that the defect is not a material and irreparable one.

9.14. If the goods are manufactured on the basis of **information**, drawings, plans, models or other specifications provided by the **customer**, we shall only guarantee that they are manufactured in accordance with the terms and conditions. We are not obliged to examine these documents, to

point out any shortcomings (lack of suitability) or to make suggestions for improvement. Insofar as we nevertheless do so, this is done solely as a courtesy and without any liability or obligation, either for this or for future orders.

9.15. The fact that the work is not fully suitable for the agreed use does not constitute a defect if this is based exclusively on **deviating** actual circumstances from the **information** available to us at the time of providing the service, because the customer has failed to fulfil their obligations to cooperate.

9.16. The defective delivery or samples thereof must – insofar as economically justifiable – be **returned** to us by the business customer.

9.17. The costs of **return transport** of the defective item to us shall be borne in full by the business customer.

9.18. The customer is obliged to enable us to **immediately identify the defect**.

9.19. The warranty is excluded if the customer's technical installations, such as supply lines, cabling etc. are not in a technically sound and operational condition or are not **compatible** with the delivered items, insofar as this circumstance is the cause of the defect.

10. Severability clause

10.1. Should individual parts of these General Terms and Conditions be invalid, this shall not affect the **validity** of the remaining parts.

10.2. We and the business customer are hereby jointly obliged – acting in good faith as contracting parties – to agree on a **alternative provision** that comes as close as possible to the economic effect of the invalid provision.

11. General Information

11.1. **Austrian law** shall apply, excluding its conflict-of-law provisions.

11.2. The UN Convention on the International Sale of Goods is excluded.

11.3. The **place of performance** is always the registered office of our company (Salzburg), even if goods are delivered to another location.

11.4. The customer must notify us immediately in writing of any changes to their name, company name, address, legal form or other relevant information.

11.5. The exclusive place of jurisdiction for all disputes between our business customers and us is Salzburg.

11.6. (Choice of courts): In addition, we have the option of bringing legal proceedings against the business customer before a court at their registered office or at the place where they have assets. Furthermore, in the case of foreign business customers, if we deem it appropriate, we have the option, with regard to all disputes or claims arising from contracts concluded in accordance with these General Terms and Conditions, including breach, termination or nullity, to bring proceedings before the International Arbitration Court of the Austrian Federal Economic Chamber in Vienna, which shall decide in accordance with its Rules of Arbitration and Conciliation through three arbitrators; the language to be used in the arbitration proceedings is German. In the latter case – that is, if we, at our discretion, refer the matter to the above-mentioned Arbitration Court instead of a state court – the customer irrevocably submits to the Rules of Procedure and the decision of this Arbitration Court.