

General Terms and Conditions

of Sale and Delivery of Glaunach GmbH

Rev. B, effective October 2026. Supersedes all prior versions.

1 Scope

- 1.1 These General Terms and Conditions ("GTC") apply to all quotations, contracts, deliveries and services of Glaunach GmbH ("we") to businesses ("Purchaser"). They also apply to all future transactions.
- 1.2 The Purchaser's terms, in particular purchasing conditions, apply only if accepted by us in writing, even if they were available to us when preparing the quotation, even if we do not object to them or deliver with knowledge of them.
- 1.3 Individual agreements in our order confirmation take precedence over these GTC.

2 Quotation and Conclusion of Contract

- 2.1 Our quotations are non-binding and valid for 90 days.
- 2.2 The contract is concluded by our written order confirmation or, failing that, at the latest upon the Purchaser's acceptance of delivery. Only then does technical information become binding.
- 2.3 We reserve technical changes reflecting the state of the art that do not affect value, usability or service life. Insignificant deviations do not constitute a defect.

3 Documents and Know-how

- 3.1 Quotations, drawings, calculations, measurement reports and other documents remain our property and are protected by copyright. They may not be used, reproduced or made available to third parties without our written consent.
- 3.2 This also applies to the findings and ideas derived from our documents. The Purchaser may not file any intellectual property rights on their basis.
- 3.3 The Purchaser may use our documents only for the respective project. In particular, it is prohibited to pass them on to other manufacturers, competitors or other third parties for obtaining competing quotations, for copying or for further development, or to use them for such purposes itself. Disclosure to end customers, operators, authorities or notified bodies is permitted only to the extent required for the project and provided the recipient is bound to confidentiality in the same way. These obligations also apply if no contract is concluded. Upon request, the documents shall be returned or deleted.
- 3.4 For each culpable breach of this section, the Purchaser shall pay liquidated damages (contractual penalty) of 10% of the quotation or order value, but not less than EUR 25,000, irrespective of proof of damage. The parties acknowledge that this amount reflects our legitimate interest in protecting our know-how and is reasonable. We reserve the right to claim further damages and injunctive relief.

4 Design Data and Noise Levels

- 4.1 The Purchaser is responsible for the accuracy and completeness of the design data provided, in particular pressure, temperature, medium, mass flow and installation conditions, and bears any resulting additional costs.
- 4.2 Higher mechanical, thermal or chemical loads are taken into account only if known at the time of quotation and confirmed by us in writing.
- 4.3 Guaranteed sound power or sound pressure levels apply only under the agreed operating conditions in steady-state operation and the measuring conditions specified in the quotation (measuring distance, direction, free-field conditions). Unless otherwise agreed, measurements shall be carried out in accordance with ISO 3744, including corrections for background noise and environment. The guarantee is deemed fulfilled if the measured value, less a measurement uncertainty of 3 dB, does not exceed the guaranteed value. Levels designated as "expected" in the quotation are non-binding reference values.
- 4.4 If the Purchaser does not specify a binding unsilenced sound level of the noise source, we estimate it on the basis of the data available. We give no warranty for the accuracy of this estimate. Guaranteed values apply only on the assumption of the estimated initial level.
- 4.5 Extraneous noise, flanking transmission, structure-borne noise, reflections, radiation from piping and other influences not directly derivable from the operating data are disregarded.
- 4.6 Acoustic acceptance measurements are carried out only if separately agreed and at the Purchaser's expense.

5 Prices

- 5.1 Our prices are in euros, net plus VAT, FCA Klagenfurt (Incoterms® 2020), unpacked.
- 5.2 They are calculated on the basis of wage, non-wage, transport and material costs at normal working hours and include supervision, risk and profit, safety precautions, type marking, installation instructions and loading at our works.
- 5.3 Not included in particular are packaging, overtime and holiday surcharges, waiting times and handling of delivered items caused on site (e.g. restacking, derusting), unattributable site damage, extra work caused by design changes after release and interest losses due to late payment.
- 5.4 If more than 4 months elapse between order confirmation and delivery date and material or labour costs change by more than 5%, we adjust the price accordingly. The relevant indices are the wholesale price index for iron and steel for material and the collective wage index for labour, both published by Statistics Austria. Cost reductions are passed on in the same way.
- 5.5 Cash discounts are granted only if agreed in writing.

6 Personnel on Site

- 6.1 Additional attendance of our personnel, as well as waiting times and redeployments not caused by us, are charged at our current hourly rates plus travel costs.
- 6.2 The Purchaser's site supervision shall continuously monitor our installation and report complaints in writing without delay.

7 Delivery Time

- 7.1 The delivery period starts on the latest of the following dates: order confirmation; clarification of all technical and commercial details including drawing approval; receipt of the down payment.
- 7.2 Delivery times are subject to correct and timely supply by our subcontractors. Partial and early deliveries are permitted and end any delay to that extent.
- 7.3 Delays caused by the Purchaser, in particular by requirements, tests or inspections not agreed in advance or by hold points in inspection and test plans (ITP), extend the delivery time accordingly. Our company holidays (two weeks each in summer and around the turn of the year) are not included in the delivery time.
- 7.4 If the Purchaser fails to call off or accept the goods, or stops delivery, delivery is deemed effected upon dispatch of our notice of readiness. Risk then passes, we may invoice. From one week after our notice of readiness, storage is charged at our current rates, currently EUR 150 per m² and week or part thereof, minimum 1 m². Indoor or outdoor storage is at our discretion. If storage at our works is not possible, external storage is charged at cost.
- 7.5 Liquidated damages apply only if caused solely by us and expressly acknowledged in our order confirmation. Unless otherwise agreed, they amount to 0.5% per completed week, but not more than 5% of the value of the delayed part. Further claims arising from delay are excluded.

8 Passing of Risk and Transport

- 8.1 The passing of risk is governed by the agreed Incoterms® rule. Failing such agreement, risk passes upon handover to the first carrier or upon readiness at our works.
- 8.2 We reserve the choice of transport route, means of transport and carrier. Transport insurance is taken out only at the Purchaser's request and expense.

9 Documentation and Additional Services

- 9.1 Our scope of supply is defined conclusively by our quotation and order confirmation. It includes our standard works inspections, the documentation stated therein in English or German and material certificates to EN 10204 3.1. Where applicable, conformity assessment is carried out under the Pressure Equipment Directive 2014/68/EU.
- 9.2 Not included in particular are the following services, which we charge at cost at our current hourly rates plus third-party costs:
 - (a) evidence, certificates and confirmations relating to measuring equipment, test facilities, personnel, subcontractors or issued by third parties
 - (b) additional tests, certificates and acceptance inspections
 - (c) documentation in customer-specific formats or templates and translations into other languages
 - (d) registration and entry of data or documents in portals, platforms or systems of the Purchaser

- (e) information, coordination and documents for customers, partners or other third parties of the Purchaser
- (f) explanations of standards, regulations and expert knowledge which a competent Purchaser can be expected to know
- (g) meetings and audits beyond the agreed scope

9.3 The first two document revisions requested by the Purchaser are free of charge. Any further revision is charged at cost.

9.4 We will notify such charges in advance. The absence of documents not agreed upon does not entitle the Purchaser to withhold payments or refuse acceptance.

9.5 The Purchaser alone is responsible for compliance with the regulations applicable in the country of destination.

10 Force Majeure

10.1 Events beyond our control such as natural disasters, war, epidemics, strikes, material shortages, cyber attacks, sanctions or governmental measures release us from our obligation to perform for their duration plus a reasonable start-up period.

10.2 If such events last longer than 6 months, either party may withdraw from the part not yet performed. Claims for damages are excluded in that case.

11 Cancellation by the Purchaser

11.1 Cancellation by the Purchaser without good cause requires our written consent. In that case the Purchaser shall reimburse services rendered, costs incurred and obligations towards third parties, but at least 20% of the order value.

12 Warranty

12.1 Unless otherwise agreed in the quotation or order confirmation, the warranty period is 24 months from passing of risk. Remedying defects does not extend this period.

12.2 The goods shall be inspected without delay in accordance with Sec. 377 et seq. of the Austrian Commercial Code (UGB). Defects shall be notified in writing within 8 days of delivery, hidden defects within 8 days of discovery, otherwise claims are excluded. Sec. 924 of the Austrian Civil Code (ABGB) is excluded.

12.3 We remedy proven defects at our option by repair on site or free replacement. The Purchaser may demand a price reduction or rescission only if both fail.

12.4 As long as the Purchaser has not paid for the defect-free part of the delivery, we may refuse to remedy defects.

12.5 Additional work required for remedying defects such as dismantling and reinstallation, scaffolding, lifting equipment or access is borne by the Purchaser. Costs of self-repair are borne by us only with our prior written consent.

12.6 No warranty applies in case of wear, improper storage or installation, non-compliance with the operating instructions, operation outside the design data or interventions by third parties.

12.7 For bought-in parts, our liability is limited, to the extent permitted by law, to our claims against the subcontractor. The warranty is limited to the order value.

13 Liability

13.1 We are liable only for intent and gross negligence. Our liability is limited to the order value.

13.2 Liability for consequential damage is excluded, in particular loss of profit, loss of production and downtime, interest losses, damage to other property and third-party claims.

13.3 These limitations do not apply in case of intent, personal injury and claims under the Product Liability Act. They also apply in favour of our employees, representatives and vicarious agents.

13.4 Claims for damages lapse unless asserted in court within 12 months of knowledge of the damage and the party causing it.

14 Retention of Title

14.1 The goods remain our property until full payment including interest and costs and until redemption of any bills of exchange or cheques.

14.2 The Purchaser may process and resell the goods in the ordinary course of business, but may not pledge them or transfer them as security. Third-party seizures shall be notified to us immediately. The retention extends proportionally to items created by processing.

- 14.3 The Purchaser hereby assigns to us all claims arising from resale. It records this in its books, notifies its customers of the assignment upon request and provides us with all necessary information and documents.
- 14.4 If the Purchaser is in default of payment, we may demand return of the goods without withdrawing from the contract.
- 14.5 If the law of the country of destination requires special formalities, the Purchaser shall cooperate at its own expense. For deliveries to Germany this applies as extended and prolonged retention of title.

15 Payment

- 15.1 Unless otherwise agreed in writing: down payment within 8 days of order confirmation, partial invoices within 10 days, final invoice within 30 days, all net.
- 15.2 Agreed payment terms are subject to cover by our credit insurance. If such cover is refused or restricted, we may demand advance payment or security.
- 15.3 Retentions are permitted only if agreed in writing and may be replaced by a bank guarantee at any time.
- 15.4 Disputed partial amounts shall be notified in writing within 15 days of receipt of the invoice; the undisputed part shall be paid. Withholding and set-off are permitted only with acknowledged or finally adjudicated claims. Costs of non-cash payment are borne by the Purchaser.
- 15.5 In case of late payment we charge default interest at the statutory rate of 9.2 percentage points above the base rate (Sec. 456 UGB) plus a lump sum of EUR 40 (Sec. 458 UGB) and collection costs. We may withhold further deliveries.
- 15.6 If, after conclusion of the contract, it becomes apparent that payment is jeopardised by the Purchaser's lack of ability to pay, we may refuse performance until advance payment or security is provided. After a reasonable period we may withdraw from the contract.

16 Export Control and Sanctions

- 16.1 Performance is subject to there being no impediments arising from export control, embargo or sanctions regulations. Licensing procedures extend delivery times accordingly.
- 16.2 The Purchaser shall not export the goods in breach of such regulations, including Art. 12g of Regulation (EU) No 833/2014, and shall provide an end-use statement upon request.
- 16.3 If licences are refused or the Purchaser breaches these obligations, we may withdraw from the contract without liability.

17 Confidentiality

- 17.1 Both parties keep technical and commercial information received confidential, also after termination of the contract. They make it available only to employees who need it to perform the contract and do not use it for their own purposes or for third parties.

18 Governing Law, Place of Performance, Jurisdiction

- 18.1 These GTC are governed exclusively by Austrian law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 18.2 The place of performance for delivery and payment is Klagenfurt am Wörthersee, Austria.
- 18.3 Jurisdiction lies with the competent court in Klagenfurt am Wörthersee. We may also sue the Purchaser at its registered seat.
- 18.4 Notwithstanding 18.3, for Purchasers domiciled outside the EU, the EEA and Switzerland, all disputes shall be finally settled under the Rules of Arbitration of the Vienna International Arbitral Centre (VIAC) by a sole arbitrator. The seat of arbitration is Vienna, the language of the proceedings is English or German. Our right to sue the Purchaser at its registered seat remains unaffected.

19 Final Provisions

- 19.1 Amendments and supplements require written form; e-mail suffices.
- 19.2 Should any provision be invalid, the remaining provisions remain valid. The invalid provision shall be replaced by one that is economically equivalent.
- 19.3 We process personal data in accordance with the GDPR. Further information is available in our privacy policy at www.glaunach.com/legalnotice.
- 19.4 These GTC are available in German and English. In case of discrepancies, the German version prevails.