

Terms and Conditions of Sale

Glaunach GmbH, for Buyers in the United States of America and Canada

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

I. Offer, Acceptance and Contract

1. No offer or contract shall be binding upon Glaunach GmbH (the "Seller") except by issuance of the Seller's written order acknowledgment. Seller's acceptance of the order of the buyer (the "Buyer") is expressly made conditional on Buyer's assent to these terms and conditions (the "Terms and Conditions"), either by written acknowledgment or by any conduct of Buyer that recognizes the existence of a contract for the products and services described in Seller's acknowledgment (together, the "Products"), including acceptance of Delivery.
2. Seller hereby objects to and rejects any terms and conditions in Buyer's inquiry, purchase order or other documents, even if made available to Seller prior to its quotation, that are different from or additional to these Terms and Conditions. Seller's failure to object to any such terms shall not be construed as a waiver of these Terms and Conditions or as acceptance of such terms.
3. Specific terms set forth in Seller's written order acknowledgment shall prevail over these Terms and Conditions. Paragraph headings are for convenience only and shall not affect interpretation.

II. Quotations

1. Seller's quotations are subject to change and valid for ninety (90) days unless otherwise stated. Fixed prices must be expressly confirmed as such by Seller in writing.
2. Technical data become binding only upon Seller's written order acknowledgment. Seller reserves the right to make technical changes reflecting the state of the art that do not adversely affect the form, fit or function of the Products. Insignificant deviations shall not constitute a defect.

III. Documents, Intellectual Property and Confidentiality

1. All quotations, drawings, calculations, measurement reports and other documents furnished by Seller remain Seller's property and are protected by copyright. They shall not be used, reproduced or disclosed to third parties without Seller's prior written consent. This also applies to any know-how, findings or ideas derived from such documents. Buyer shall not file any patent or other intellectual property application based thereon.
2. Buyer shall use Seller's documents solely for the respective project. Without limitation, Buyer shall not disclose such documents to other manufacturers, competitors or any other third party for the purpose of obtaining competing bids, copying, reverse engineering or further development, nor use them for any such purpose itself. Disclosure to end users, owners, operators, authorities or authorized inspection agencies is permitted only to the extent required for the project and provided the recipient is bound by equivalent confidentiality obligations. These obligations apply whether or not a contract is concluded. Upon request, Buyer shall return or destroy all such documents.
3. Buyer acknowledges that Seller's damages from a breach of this Section would be difficult to ascertain. Buyer shall therefore pay liquidated damages of ten percent (10%) of the quoted or order value, but not less than EUR 25,000, for each breach, which the parties agree is a reasonable estimate of Seller's damages and not a penalty. Seller shall further be entitled to injunctive relief and to recover any additional damages.
4. Figures, illustrations and specifications contained in Seller's brochures, catalogs or other literature are for general information only and shall not form part of the contract unless expressly incorporated in writing.
5. Each party shall keep confidential all technical and commercial information received from the other party, also after completion of the contract, disclose it only to employees who need to know it for the performance of the contract, and not use it for any other purpose.

IV. Design Data and Acoustic Performance

1. Buyer is solely responsible for the accuracy and completeness of all design data furnished to Seller, including without limitation pressure, temperature, medium, mass flow and installation conditions. Where Products are made to Buyer's data, specifications or designs that prove inaccurate or unsuitable, Buyer shall pay all additional costs incurred by Seller in correcting or modifying the Products.
2. Higher mechanical, thermal or chemical loads shall be considered only if disclosed prior to quotation and confirmed by Seller in writing.
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 Seller's quotation (measuring distance, direction, free-field conditions). Unless otherwise agreed, measurements shall be performed in accordance with ISO 3744 or ASME PTC 36, including corrections for background noise and environment. The guarantee shall be deemed fulfilled if the measured

value, less a measurement uncertainty of three (3) dB, does not exceed the guaranteed value. Levels designated as "expected" in Seller's quotation are non-binding reference values only.

4. If Buyer does not specify a binding unsilenced sound level of the noise source, Seller will estimate such level based on the data available. SELLER MAKES NO WARRANTY AS TO THE ACCURACY OF SUCH ESTIMATE, AND ANY GUARANTEED VALUES SHALL APPLY ONLY ON THE ASSUMPTION OF THE ESTIMATED INITIAL LEVEL.
5. Extraneous noise, flanking transmission, structure-borne noise, reflections, radiation from piping and any other influences not directly derivable from the operating data are excluded. Acoustic field measurements shall be performed only if separately agreed and at Buyer's expense.

V. Prices and Payment

1. Unless otherwise agreed in writing, prices are quoted in euros (EUR), FCA Seller's works, Klagenfurt, Austria (Incoterms® 2020), unpacked. Prices do not include duties, tariffs, taxes, freight, packaging, insurance or similar charges, all of which shall be borne by Buyer.
2. If the agreed delivery period exceeds four (4) months and Seller's costs for material or labor change by more than five percent (5%) during that period, Seller may adjust the price accordingly, based on the wholesale price index for iron and steel and the collective wage index published by Statistics Austria. Cost reductions shall be passed on in the same manner.
3. Unless otherwise specified in Seller's acknowledgment, payment terms are: down payment within eight (8) days of Seller's acknowledgment, partial invoices within ten (10) days, and the balance within thirty (30) days after Delivery, all net, without any deduction. Cash discounts apply only if agreed in writing. Retainage is permitted only if agreed in writing and may be replaced by Seller at any time with a bank guarantee.
4. All payment terms are subject to approval by Seller's credit insurer. If such approval is refused or limited, Seller may require advance payment or other security.
5. Overdue amounts shall bear interest at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by applicable law. Buyer shall reimburse Seller for all costs of collection, including reasonable attorneys' fees. Seller may suspend further deliveries until all overdue amounts are paid.
6. Buyer shall have no right of set-off, withholding or back-charge except for claims acknowledged by Seller in writing or finally adjudicated. Any assignment of Buyer's claims without Seller's prior written consent shall be void. Claiming an alleged defect does not relieve Buyer of any payment obligation.
7. If Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to pay, Seller may demand adequate assurance of performance, including advance payment or security, and suspend performance until such assurance is received. If assurance is not provided within a reasonable time, Seller may cancel the contract.

VI. Taxes and Other Charges

1. Any sales, use, excise, value added or other tax, duty, customs, inspection or testing fee or other charge imposed by any governmental authority on or measured by the transaction shall be paid by Buyer in addition to the price. If Seller is required to pay any such charge, Buyer shall reimburse Seller therefor.

VII. Delivery, Risk of Loss and Licenses

1. Delivery of the Products to the first carrier at Seller's works or at any other loading point specified by Seller shall constitute delivery to Buyer ("Delivery"). Regardless of shipping terms or freight payment, risk of loss or damage shall pass to Buyer upon Delivery. Seller may select the route, means of transport and carrier.
2. Delivery dates are estimates and begin on the latest of: Seller's acknowledgment, clarification of all technical and commercial details including drawing approval, and receipt of the down payment. Partial and early deliveries are permitted.
3. Delays caused by Buyer, including requirements, tests or inspections not agreed in advance and hold points in inspection and test plans (ITP), shall extend the delivery time accordingly. Seller's company holidays (two weeks each in summer and around the turn of the year) are not included in the delivery time.
4. If Buyer delays shipment or fails to accept the Products, Seller's written notice that the Products are ready for shipment shall constitute Delivery. Seller may invoice the Products, and all further risk as well as all costs of handling, storage and insurance shall be borne by Buyer. Commencing one (1) week after such notice, storage at Seller's works shall be charged at Seller's current rates, currently EUR 150 per square meter per week or part thereof, minimum one (1) square meter. Indoor or outdoor storage shall be at Seller's sole discretion. If storage at Seller's works is not available, external storage shall be charged at cost.
5. Liquidated damages for delay apply only if expressly agreed in Seller's acknowledgment and shall amount to one-half percent (0.5%) per completed week, not to exceed five percent (5%) of the value of the delayed portion. Such liquidated damages shall be Buyer's sole and exclusive remedy for delay.

6. It is Buyer's sole responsibility to obtain and pay for any import licenses, permits or certificates required, and to ensure compliance with all codes and regulations applicable at the place of installation.

VIII. Documentation and Additional Services

1. Seller's scope of supply is defined exclusively by Seller's quotation and acknowledgment. It includes Seller's standard works inspections, the documentation stated therein in English and material certificates per EN 10204 3.1. Compliance with ASME, CRN or other North American codes is included only if expressly stated.
2. The following services are not included and shall be charged on a time-and-material basis at Seller's current rates plus third-party costs:
 - (a) evidence, certificates or confirmations regarding measuring equipment, test facilities, personnel, subcontractors or issued by third parties
 - (b) additional tests, certificates, witness inspections and acceptance tests
 - (c) documentation in Buyer-specific formats or templates and translations into other languages
 - (d) registration and data entry in Buyer's supplier portals, platforms or systems
 - (e) information, coordination and documents for Buyer's customers, partners or other third parties
 - (f) explanations of standards, codes and technical knowledge that a competent Buyer can be expected to have
 - (g) meetings and audits beyond the agreed scope
3. The first two (2) document revisions requested by Buyer are free of charge. Any further revision shall be charged on a time-and-material basis.
4. Seller will notify Buyer of such charges in advance. The absence of documents not included in the agreed scope shall not entitle Buyer to withhold payment or refuse acceptance.
5. Additional attendance of Seller's personnel on site, as well as waiting time and redeployment not caused by Seller, shall be charged at Seller's current rates plus travel expenses.

IX. Force Majeure

1. Seller shall not be liable for any delay or failure to perform due to causes beyond its reasonable control, including without limitation acts of God, fire, flood, storm, epidemic, war, terrorism, riot, sabotage, cyber attack, embargo, sanctions, tariffs, governmental acts or priorities, labor disputes, strikes, shortage of materials, energy or transportation, or failure of suppliers due to any such cause. The time for performance shall be extended for the duration of such event plus a reasonable start-up period.
2. If such event continues for more than one hundred eighty (180) days, either party may terminate the unperformed part of the contract by written notice. Neither party shall have any claim for damages in such case, and Buyer shall pay for all Products delivered and work performed.

X. Cancellation

1. Orders accepted by Seller may be cancelled by Buyer only with Seller's written consent and upon payment of reasonable cancellation charges covering all work performed, costs incurred and commitments to third parties, but not less than twenty percent (20%) of the order value.

XI. Limited Warranty

1. Unless otherwise agreed in Seller's quotation or acknowledgment, Seller warrants that the Products shall be free from defects in material and workmanship for a period of twelve (12) months from the date of Delivery. Repaired or replaced Products are warranted only for the remainder of the original warranty period.
2. Buyer shall inspect the Products within eight (8) days of receipt. Any defect shall be notified to Seller in writing within eight (8) days of receipt or, if not observable upon reasonable inspection, within eight (8) days after its discovery. BUYER WAIVES ANY CLAIM FOR DEFECTS NOT NOTIFIED WITHIN THESE PERIODS.
3. Seller's sole obligation and Buyer's sole remedy under this warranty shall be, at Seller's option, the repair or replacement of the defective Products or a credit of the purchase price. Seller may refuse to perform warranty work as long as Buyer has not paid for the non-defective portion of the Products.
4. Costs of removal, reinstallation, scaffolding, lifting equipment, access and similar work shall be borne by Buyer. Upon request, Buyer shall provide samples and evidence of the alleged defect and give Seller access to the Products. Products shall not be returned without Seller's prior written consent. Repairs by Buyer or third parties shall be at Seller's cost only with Seller's prior written consent.
5. This warranty does not apply to normal wear and tear, or to Products damaged by improper storage, handling, installation, operation or maintenance, operation outside the agreed design data, failure to follow Seller's operating instructions, or alteration by Buyer or any third party. Parts sourced from third parties are warranted only to the extent of the warranty given to Seller by its supplier.

6. Any advice by Seller regarding the use or suitability of the Products shall not constitute an express warranty unless confirmed by Seller in writing.
7. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF DESIGN, INCLUDING BUYER'S DESIGNS OR SPECIFICATIONS, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

XII. Limitation of Liability

1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE PRODUCTS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM.
2. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE, LOSS OF USE, DOWNTIME, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS OR SERVICES, PENALTIES, DAMAGE TO OTHER PROPERTY, OR CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
3. The foregoing limitations shall not apply to liability for death or personal injury caused by Seller's gross negligence or willful misconduct, or to the extent such limitation is prohibited by applicable law. They shall also apply in favor of Seller's employees, representatives and subcontractors.
4. Any action against Seller must be commenced within one (1) year after the cause of action has accrued.

XIII. Security Interest

1. BUYER HEREBY GRANTS TO SELLER A PURCHASE MONEY SECURITY INTEREST IN THE PRODUCTS AND ALL PROCEEDS THEREOF TO SECURE PAYMENT IN FULL OF THE PURCHASE PRICE. BUYER AUTHORIZES SELLER TO FILE FINANCING STATEMENTS UNDER THE UNIFORM COMMERCIAL CODE OR REGISTRATIONS UNDER THE APPLICABLE CANADIAN PERSONAL PROPERTY SECURITY LEGISLATION, AND SHALL EXECUTE ALL DOCUMENTS REASONABLY REQUESTED BY SELLER TO PERFECT AND MAINTAIN SUCH SECURITY INTEREST.
2. Upon Buyer's default in payment, Seller may repossess the Products without terminating the contract, in addition to all other rights and remedies available at law.

XIV. Export Control and Sanctions

1. Seller's performance is subject to compliance with all applicable export control, embargo and sanctions laws of the European Union, Austria, the United States and other relevant jurisdictions. Delays due to licensing procedures extend delivery times accordingly.
2. Buyer shall not export, re-export or transfer the Products in violation of such laws and shall provide an end-use statement upon request. If a license is denied or Buyer breaches this provision, Seller may cancel the contract without liability.

XV. Dispute Resolution and Governing Law

1. All disputes arising out of or in connection with the contract shall be finally settled by binding arbitration in Chicago, Illinois, administered by the International Centre for Dispute Resolution (ICDR) of the American Arbitration Association under its rules then in effect, by a sole arbitrator. If the parties cannot agree on the arbitrator within thirty (30) days, the arbitrator shall be appointed in accordance with such rules. The language of the arbitration shall be English. Judgment on the award may be entered in any court having jurisdiction. Seller may also bring actions for payment before the courts at Buyer's place of business.
2. THESE TERMS AND CONDITIONS AND ALL SALES HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY.

XVI. General Provisions

1. These Terms and Conditions and Seller's acknowledgment constitute the complete and exclusive agreement between the parties and supersede all prior oral or written representations. Amendments require Seller's written consent; e-mail suffices.
2. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any provision shall be effective unless in writing, and no failure or delay in exercising any right shall operate as a waiver. Buyer may not assign the contract without Seller's prior written consent.
3. The parties have expressly required that these Terms and Conditions and all related documents be drawn up in English. Les parties ont expressément exigé que les présentes conditions et tous les documents s'y rattachant soient rédigés en anglais.