

General Terms and Conditions

(GTC)

of **resom GmbH** (FN 285522 k)

Casalgasse 3, 8041 Graz

Austria

www.resom.com

1. Scope of Application

1.1 These General Terms and Conditions (GTC) shall apply to all contracts, deliveries and other services provided by **resom GmbH** (hereinafter referred to as “resom”) to its clients.

1.2 Any terms and conditions of the client that conflict with or deviate from these GTC shall apply only if expressly agreed to by resom in writing. Otherwise, any terms and conditions of the client shall have no legal effect.

1.3 These GTC shall also apply to all future business relationships, even if they are not expressly referred to again.

1.4 All contractual relationships shall be governed by the **substantive law of Austria**, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. Subject Matter of the Contract

2.1 resom provides in particular the following services:

- performance of leak-tightness tests
- performance of pressure surge measurements
- planning and implementation of pulsation dampening systems
- delivery of such technical devices and installations
- assembly and installation of such devices and installations
- on-site service, maintenance and repair services
- on-site technical measurements and analyses

2.2 The services shall be provided in accordance with the individual agreements concluded with the client and the services described on the website of resom GmbH (www.resom.com).

2.3 resom shall be entitled to engage subcontractors or other vicarious agents for the performance of its services.

2.4 With regard to deliveries, resom shall also be entitled to engage third-party suppliers or forwarding agents.

3. Offers and Conclusion of Contract

3.1 Offers made by resom are subject to change and non-binding unless expressly designated as binding.

3.2 A contract shall only be concluded by:

- written order confirmation by resom, or
- actual performance of the service.

3.3 Orders placed without a prior offer shall only become binding for resom once resom confirms the order. The same shall apply if the client modifies an offer made by resom.

3.4 Information contained in catalogues, brochures or documents accompanying an offer shall be deemed indicative only and non-binding unless expressly designated as binding.

3.5 In individual cases, resom shall be entitled to make constructive modifications and, in the event of shortages of raw materials, to use alternative materials, provided that no overriding interests of the client known to resom oppose such changes.

3.6 resom reserves all ownership and copyright rights to all documents made available by resom. Such documents may not be used for purposes other than those specified by resom, reproduced or made accessible to third parties.

3.7 All documents provided by resom shall be returned immediately upon request. No request for return shall be required if the order is not placed with resom.

3.8 Any amendments, changes or supplements to the contract must be made in writing. This shall also apply to any waiver of the written form requirement.

4. Prices

4.1 All prices are stated in Euro (€) plus statutory value added tax.

4.2 Unless otherwise agreed, prices shall apply ex works or ex warehouse.

4.3 resom shall additionally charge any taxes on transactions (e.g. VAT) in accordance with the statutory provisions applicable at the time of contract performance.

4.4 Additional services not expressly included in the offer shall be invoiced separately.

5. Payment Terms and Invoicing

5.1 Unless otherwise specified in the offer or order, invoices are payable within **30 days from the invoice date without deduction**. Any cash discounts must be individually agreed and specifically indicated on the invoice.

5.2 In the event of default in payment, default interest of **12% per annum** (per year) shall be deemed agreed.

5.3 The client shall reimburse all reminder and debt collection costs incurred in connection with the collection of claims, insofar as they are necessary for appropriate legal enforcement.

5.4 resom shall be entitled to issue **partial invoices** if:

- the order value exceeds **EUR 5,000**, or
- services are performed in stages.

6. Delivery, Assembly and Performance Deadlines

6.1 Delivery and performance deadlines shall only be binding if expressly confirmed in writing.

6.2 The client shall ensure that the necessary conditions for assembly or service work are available on site.

6.3 The delivery period shall commence on the date on which all commercial and technical requirements for the fulfilment of the order have been clarified with the client, all documents to be provided by the client have been received by resom, any required approvals or authorisations have been granted, and any agreed advance payments have been credited to a bank account of resom.

The delivery period shall be deemed complied with if the delivery item has been handed over to the first carrier or if the client has been notified of readiness for dispatch before expiry of the delivery period. Partial deliveries are permissible to a reasonable extent. Delivered goods must be accepted by the client even if they have minor defects; in such cases the delivery periods shall be deemed complied with.

6.4 If delivery is delayed due to force majeure, the delivery period shall be extended by a reasonable period, but not exceeding **six months**. Force majeure includes, for example, strikes, lockouts, acts of war, sabotage, operational disruptions not attributable to resom, delays in obtaining official approvals, or other unforeseen events.

7. Transfer of Risk

7.1 The risk of accidental loss or deterioration of the goods shall pass to the client upon delivery.

7.2 If the goods are shipped, the risk shall pass to the client upon handover to the carrier or first freight forwarder.

7.3 In the case of assembly services, the risk shall pass to the client at the latest upon completion of the assembly or commissioning.

8. Retention of Title

8.1 Delivered goods shall remain the property of resom until full payment of all claims arising from the business relationship existing at the time of invoicing, including ancillary claims. If the client defaults in payment, resom shall be entitled, without prior notice, to repossess the delivered item as a precautionary measure. Assertion of the retention of title or seizure of the delivered item by resom shall not constitute withdrawal from the contract unless the Austrian Consumer Credit Act applies.

Where the validity of retention of title in the client's country is subject to special formal requirements or other conditions, the client shall ensure compliance with such requirements.

8.2 The client shall treat goods subject to retention of title with due care.

8.3 The client shall be entitled to dispose of the delivered goods in the ordinary course of business. Claims arising for the client during the retention of title period from such disposal or any unauthorised disposition are hereby assigned to resom in advance. The client shall remain authorised to collect such claims unless revoked by resom.

8.4 In the event of seizure or other intervention by third parties, the client must notify resom immediately.

8.5 The client shall insure the delivered goods, at its own expense, against theft, breakage, fire and water damage for the duration of the retention of title and shall provide evidence of such insurance upon request. If such proof is not provided within a reasonable period, resom may insure the goods at the client's expense.

9. Warranty

9.1 The statutory warranty provisions of the Austrian Civil Code (ABGB) shall apply subject to the following deviations.

9.2 Section 924 ABGB is expressly excluded. Therefore, no statutory presumption of defect shall apply.

9.3 The warranty period shall be **three months in all cases**. No additional limitation period shall apply thereafter.

9.4 In the event of defects in the delivered goods resulting from circumstances existing prior to the transfer of risk (e.g. design or material defects, absence of guaranteed characteristics), resom shall be entitled, at its discretion, to repair or replace the goods.

9.5 The client must inspect the delivered goods or services **immediately upon delivery**.

9.6 The client shall notify resom of **obvious defects in writing within 7 days**. Mere oral notification shall not suffice.

If the obligation to inspect and notify defects is breached or if inspection or notification is delayed, any claims for warranty, error or damages due to the defectiveness of the goods themselves shall be excluded.

9.7 The client shall grant resom the necessary time and opportunity to carry out any repairs or replacements deemed necessary by resom at its reasonable discretion. Otherwise, resom shall be released from warranty liability.

Only in urgent cases where operational safety is endangered or disproportionate damage must be prevented—where resom must be notified immediately—or if resom is in default with remedying the defect, shall the client be entitled to remedy the defect itself or have it remedied by third parties and demand reimbursement of necessary costs.

9.8 If a complaint proves justified and the defect was reported properly and in time, resom shall bear the direct costs of the replacement part including shipping costs and reasonable costs of removal and installation of the defective part, where appropriate. Otherwise, the client shall bear the costs.

10. Liability

10.1 resom shall only be liable for damages caused by **intent or gross negligence**.

10.2 Liability for **slight negligence** is excluded to the extent permitted by law. Compensation for personal injury shall remain unaffected.

10.3 The total liability of resom for all claims arising out of or in connection with the contractual relationship—irrespective of the legal basis—shall be limited to the **net order value of the respective contract**, but in any case to the amount actually paid by the client for the respective service.

This limitation of liability shall not apply to damages resulting from injury to life, body or health or damages caused intentionally or by gross negligence.

10.4 If materials are provided by the client, resom's liability shall extend only to the professional execution of the work, but not to claims arising from or in connection with the materials supplied by the client.

11. Obligations to Cooperate

11.1 The client shall provide all information and documentation necessary for the performance of services in due time.

11.2 The client shall ensure that:

- access to installations is possible
- necessary safety measures are taken
- required technical documentation is available.

11.3 Any delays or additional costs resulting from insufficient cooperation shall be borne by the client.

12. Set-Off and Right of Retention

12.1 The client may only set off claims that are **undisputed or legally established**.

12.2 The client shall only have a right of retention with respect to claims arising from the same contractual relationship.

13. Data Protection

13.1 Provisions regarding data protection are set out in the privacy policy.

13.2 resom points out that client data may be processed for marketing purposes on the basis of legitimate interests (Art. 6 (1) lit. f GDPR). The client may object to such processing at any time (Art. 21 (2) GDPR).

13.3 The client consents to the automated storage and processing of personal data contained in the contract by resom for the purpose of fulfilling the contract. The client shall notify resom of any changes to its address as long as the contract has not been fully performed by both parties. If such notification is omitted, declarations and deliveries shall be deemed received if sent to the last notified address.

14. Place of Jurisdiction

14.1 For all disputes arising out of or in connection with the contractual relationship, the **court having subject-matter jurisdiction in Graz, Austria**, shall have exclusive jurisdiction.

15. Final Provisions

15.1 The contractual language shall be **German or English**.

15.2 All technical documents, in particular illustrations, drawings and calculations, remain the **intellectual property of resom** and may only be used, reproduced, distributed or otherwise exploited with the express written consent of resom.

15.3 Should individual provisions of this contract be or become invalid or unenforceable after conclusion of the contract, the validity of the remaining provisions shall remain unaffected.

15.4 In place of the invalid or unenforceable provision, a valid and enforceable provision shall apply whose effects come as close as possible to the economic objective that the contracting parties pursued with the invalid or unenforceable provision.