

GENERAL TERMS AND CONDITIONS (GTC)
for entrepreneurs
of the company projektengineering GmbH WIMTECH

1. Scope of application

1.1. These General Terms and Conditions (GTC) govern all legal and business relationships between projektengineering GmbH WIMTECH, hereinafter referred to as "Contractor", "we" or "us", and natural and legal persons for whom this business is part of the operation of a company (hereinafter referred to as "Customer") for deliveries, services and offers from our company.

1.2. The contracting parties agree that these GTC shall apply not only to the first legal transaction, but also expressly to all further transactions, such as in particular follow-up and additional orders, even if no express reference is made to them in individual cases. Verbal agreements between the contracting parties shall be replaced by the written contract. The GTC shall be deemed accepted upon conclusion of the contract, at the latest upon utilization of the services.

1.3. We declare that we only wish to conclude contracts on the basis of the current version of these GTC, available at <https://www.wimtech.at/de/agb>. Any contractual terms and conditions of the customer are expressly rejected. These shall only apply if this is expressly agreed in writing. If, by way of exception, the validity of other contractual terms and conditions is agreed, their provisions shall only apply insofar as they do not conflict with individual provisions of these GTC. Non-conflicting provisions in the GTC shall remain in force alongside each other. Agreements made in framework agreements shall take precedence over these GTC insofar as they conflict with the provisions of these GTC; otherwise, any framework agreements shall be supplemented by these GTC unless expressly agreed otherwise in writing. Acts of contract fulfillment on our part shall under no circumstances be regarded as consent to deviating contractual conditions.

1.4. By signing the order confirmation or an offer from us, the customer declares that he agrees to the content of these GTC. The GTC are also available on the website at <https://www.wimtech.at/de/agb> and can be printed out.

1.5. Amendments and supplements to these GTC and to the individual contract must be made in writing to be legally effective. Electronically transmitted documents with an imitated handwritten signature (fax, scanned documents, etc.) or electronically transmitted documents with a qualified electronic signature comply with the written form requirement. Mere emails, on the other hand, do not comply with the written form requirement. This written form requirement can only be waived in writing. It is noted that there are no ancillary agreements to these GTC.

2. Offer, conclusion of contract

2.1. Our offers are non-binding. Likewise, technical descriptions and other details in offers, brochures and other information are initially non-binding. Any declarations or offers made by us up to that point are non-binding and are deemed to be an invitation to the customer to submit an offer.

2.2. The contract is also concluded either by the customer signing the offer or the order confirmation or by us sending a written order confirmation or - without signing these documents - by the customer accepting the services/goods.

2.3. Quotations and cost estimates shall only be issued in writing. Verbal cost estimates shall have no legal significance.

2.4. Unless otherwise agreed, offers and cost estimates are subject to payment. Quotations and cost estimates are prepared on the basis of information provided by the customer, without any guarantee of completeness or accuracy.

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2.5. If details in written order confirmations issued by us deviate from the catalog, brochure or other details provided by us, those in the order confirmation shall be binding.

2.6. Promises, assurances and guarantees on our part or agreements deviating from these GTC in connection with the conclusion of the contract shall only become binding upon our written confirmation.

3. Prices

3.1. Unless otherwise expressly agreed in writing, prices are quoted exclusive of the applicable statutory VAT and ex warehouse. Packaging, transportation. Loading and shipping costs as well as customs duties and insurance shall be borne by the customer. We are only obliged to take back packaging if this has been expressly agreed. The customer must arrange for the proper and environmentally friendly disposal of old material. If we are commissioned to do this separately, the customer shall additionally remunerate us to the extent agreed for this, in the absence of an agreement on remuneration.

3.2. Unless fixed prices or delivery date-related price obligations have been expressly confirmed, we reserve the right to adjust prices accordingly for exchange rate changes, fiscal charges, customs duties, freight, raw material, manufacturing and labor wage increases that have occurred or been introduced between the date of the order confirmation and the date of delivery.

3.3. For services ordered by the customer which are not covered by the original order, the customer shall be entitled to reasonable remuneration.

3.4. If the customer does not allow us to make a delivery, including parking, within a maximum distance of 200m, we shall be compensated for the additional expense by a surcharge of 20 euros per kilometer or part thereof. There is also a surcharge of 10 euros per floor to be climbed for which no usable elevator is available to transport all contractual services.

3.5. The fee for continuing obligations is agreed as value-adjusted in accordance with the CPI 2015 and the fees are adjusted accordingly. The month in which the contract was concluded is taken as the starting point.

3.6. If invoicing is based on measurements and a joint determination of the measurements has been agreed, the customer must prove that the determined measurements were not determined correctly if the customer fails to attend despite a timely invitation.

4. Terms of payment

4.1. An authorization to deduct a cash discount granted by us (by individual contract) shall not change the immediate due date of the amount reduced by the cash discount. Our conduct, in particular our failure to assert the claim reduced by the discount within the discount period, shall not constitute a waiver by us of the right to assert the claim or a tacit amendment to the contract. Payments without the right to deduct a discount shall remain unaffected by this. Payment dedications made by the customer are not binding for us

4.2. In the event of default in payment, the customer shall pay 12% interest p.a. In the event of late payment, the customer shall reimburse us for all reasonable and necessary costs incurred as a result, such as in particular expenses for reminders, collection attempts and any judicial or extrajudicial legal fees. If the payment deadline is exceeded, even if only with regard to a single partial service, any remuneration granted (rebates, discounts, cash discounts, etc.) shall be forfeited.

4.3. The customer shall only be entitled to set-off to the extent that counterclaims have been established by a court or recognized by us. The customer is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship. Insofar as the customer exercises his right of retention due to alleged defects, this shall be limited to the amount of the costs of the Remedy of defects limited.

4.4. In the event of delays in payment or deterioration in the customer's creditworthiness, we shall in any case be entitled to suspend services completely or to make further provision of services dependent on advance payment.

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5. Cooperation / obligations of the customer

5.1. Our obligation to perform the service shall commence at the earliest as soon as the customer has created all structural, technical and legal prerequisites for performance which were described in the contract or in information provided to the customer prior to conclusion of the contract or which the customer should have known on the basis of relevant specialist knowledge or experience.

5.2. In particular, the customer must provide the necessary information on the location of concealed electricity, gas and water lines or similar devices, escape routes, other structural obstacles, other possible sources of interference, sources of danger as well as the necessary structural data and any planned changes in this regard without being requested to do so.

5.3. If the customer fails to comply with this obligation to cooperate, our performance shall not be deemed defective - solely with regard to the fact that the customer's performance is not complete due to incorrect information provided by the customer.

5.4. The customer must arrange for the necessary third-party authorizations as well as notifications and authorizations from authorities (e.g. registration of electricity purchase) at his own expense. We will point this out when the contract is concluded, unless the customer has waived this or the customer should have had such knowledge due to training or experience.

5.5. In the case of assembly work to be carried out by us, the customer is obliged to ensure that work can begin immediately after the arrival of our assembly personnel.

5.6. The energy and water quantities required for the performance of the service, including trial operation, shall be provided by the customer at the customer's expense.

5.7. The customer shall also be liable for ensuring that the technical systems, such as supply lines, cabling, networks and the like, are in a technically flawless and operational condition and are compatible with the works or purchased items to be produced by us.

We are entitled, but not obliged, to inspect these systems for a separate fee.

5.9. The customer shall provide us with lockable rooms free of charge for the time of performance of the service for the stay of the workers and for the storage of tools and materials.

5.10. The customer shall be liable for ensuring that the necessary structural, technical and legal requirements for the work to be produced or the object of purchase are met, which were described in the contract or in information provided to the customer prior to conclusion of the contract or which the customer should have known on the basis of relevant specialist knowledge or experience.

5.11. The customer is not entitled to assign claims and rights arising from the contractual relationship without our written consent.

6. Performance execution

6.1. We are only obliged to take into account subsequent requests for changes and extensions by the customer if they are necessary for technical reasons in order to achieve the purpose of the contract.

6.2. Minor changes to our performance that are reasonable and objectively justified for the customer shall be deemed to have been approved in advance.

6.3. If, after the order has been placed, the order is amended or supplemented for whatever reason, the delivery/performance period shall be extended by a reasonable period.

6.4. If, after conclusion of the contract, the customer wishes the service to be performed within a shorter period of time, this shall constitute an amendment to the contract. As a result, overtime may become necessary and/or

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additional costs may be incurred due to the acceleration of material procurement, and the remuneration shall increase appropriately in proportion to the necessary additional expenditure.

6.5. Objectively justified (e.g. system size, construction progress, etc.) partial deliveries and services are permitted and can be invoiced separately.

7. Performance deadlines and dates

7.1. Deadlines and dates shall be postponed in the event of force majeure, strike, unforeseeable delays on the part of our suppliers for which we are not responsible or other comparable events beyond our control (e.g. bad weather) by the period during which the relevant event continues.

7.2. If the start of the performance of the service or the performance is delayed or interrupted due to circumstances attributable to the customer, in particular due to a breach of the customer's obligations to cooperate in accordance with these GTC, the performance periods shall be extended accordingly and the agreed completion dates shall be postponed accordingly.

7.3. We shall be entitled to charge 2% of the gross invoice amount for each commenced month of the delay in performance for the storage of materials and equipment and the like in our company required as a result, whereby the customer's obligation to pay and its obligation to accept shall remain unaffected by this.

7.4. Delivery and completion dates shall only be binding if we have agreed to meet them in writing. Compliance with any agreed delivery deadlines presupposes the fulfillment of contractual obligations by the customer.

7.5. In the event of a delay in the fulfillment of the contract by us, the customer shall be entitled to withdraw from the contract. In the event of withdrawal from the contract due to default, the customer must first set a grace period of at least 21 days by registered letter, simultaneously threatening to withdraw from the contract. The customer shall not be entitled to compensation even in the event of justified withdrawal.

8. Transfer of risk

8.1. The risk shall pass to the customer as soon as we hold the object of purchase, the material or the work ready for collection from the factory or warehouse, deliver it ourselves or hand it over to a carrier.

8.2. The customer shall insure himself against this risk accordingly. We undertake to take out transport insurance at the customer's written request and expense. The customer approves any customary mode of shipment.

9. Retention of title

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

9.2. A resale is only permissible if we have been notified of this in good time in advance, stating the name and address of the purchaser, and we agree to the sale.

9.3. In the event of our consent, the customer's purchase price claim shall already be deemed assigned to us.

9.4. If the customer is in default of payment, we are entitled to demand the return of the reserved goods after setting a reasonable grace period.

9.5. The customer must inform us immediately of the opening of bankruptcy proceedings against his assets or the seizure of our reserved goods.

9.6. In order to assert our retention of title, we shall be entitled to enter the location of the goods subject to retention of title to the extent reasonable for the customer; this shall be done after reasonable advance notice.

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9.7. The customer shall bear the necessary and reasonable costs for appropriate legal action.

9.8. The assertion of the retention of title shall only constitute a withdrawal from the contract if this is expressly declared.

9.9. We shall be entitled to sell the reserved goods taken back on the open market at the best possible price.

9.10. Until all our claims have been paid in full, the object of performance/purchase may not be pledged, transferred by way of security or otherwise encumbered with third-party rights. In the event of seizure or other claims, the customer is obliged to point out our right of ownership and to inform us immediately.

10. Default of acceptance

10.1. If the customer is in default of acceptance for more than 3 weeks (refusal of acceptance, default with advance performance or otherwise) and if the customer has not ensured the elimination of the circumstances attributable to him which delay or prevent the performance of the service despite setting a reasonable grace period, we may dispose of the equipment and materials specified for the performance of the service elsewhere while the contract is still valid, provided that we procure them within a period of time appropriate to the respective circumstances if the performance of the service is continued.

10.2 If the customer is in default of acceptance, we are also entitled to store the goods with us if we insist on fulfillment of the contract, for which we are entitled to a storage fee of 5%.

10.3. This shall not affect our right to demand payment for services rendered and to withdraw from the contract after a reasonable grace period.

10.4. The assertion of higher damages is permissible.

11. Third-party property rights

11.1. If the customer provides intellectual creations or documents and if third-party property rights are asserted with regard to such creations, we shall be entitled to suspend the manufacture of the delivery item at the customer's risk until the rights of third parties have been clarified and to claim reimbursement of the necessary and appropriate costs incurred by us, unless the unjustified nature of the claims is obvious.

11.2. The customer shall indemnify and hold us harmless in this respect.

11.3. We may also demand compensation from the customer for necessary and useful costs incurred by us.

11.4. We are entitled to demand reasonable advance payments from the customer for any legal costs.

12. Our intellectual property

12.1. Plans, sketches, cost estimates and other documents provided by us or created by our contribution shall remain our intellectual property.

12.2. The use of such documents outside the intended use, in particular the passing on, duplication, publication and making available, including only excerpts thereof, is prohibited. Copying requires our express consent.

12.3. The customer further undertakes to maintain confidentiality vis-à-vis third parties with regard to the knowledge gained from the business relationship.

13. Warranty

13.1. The warranty period for our services is 6 months from delivery.

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13.2. Unless otherwise agreed (e.g. formal acceptance), the time of handover shall be the time of completion, at the latest when the customer has taken control of the service or has refused to accept it without giving reasons.

13.3. If a joint handover is planned and the customer fails to attend the handover date notified to him, the handover shall be deemed to have taken place on this date.

13.4. Rectification of a defect alleged by the customer shall not constitute acknowledgement of the defect alleged by the customer.

13.5. In all cases, we shall fulfill the customer's warranty claims at our discretion either by replacement, repair within a reasonable period or by price reduction. Wearing parts are excluded from the warranty.

13.6. Claims for damages by the customer aimed at remedying the defect by improvement or replacement can only be asserted if we are in default with the fulfillment of the warranty claims.

13.7. If the customer's claims of defects are unjustified, the customer shall be obliged to reimburse us for any expenses incurred in establishing the absence of defects or rectifying defects.

13.8. The customer must always prove that the defect already existed at the time of handover.

13.9. Furthermore, the customer must inspect the goods immediately after delivery, but within 7 working days at the latest, in accordance with §§ 377 f UGB. We must be notified in writing of any defects discovered without delay, but at the latest within 3 working days of their discovery, stating the nature and extent of the defect. Hidden defects must be reported in writing without delay, but at the latest within 3 working days of their discovery. If a complaint is not made or not made in good time, the goods shall be deemed to have been approved. The customer therefore loses any existing rights arising from warranty, compensation and error.

13.10. The right of recourse according to § 933b ABGB is excluded.

13.11. Any use or processing of the defective object of performance which threatens further damage or makes it difficult or impossible to determine the cause must be discontinued by the customer immediately, unless this is unreasonable.

13.12. The defective delivery or samples thereof shall be returned to us by the customer - if economically justifiable. Any transportation and travel costs incurred in connection with the rectification of defects shall be borne by the customer. The defective delivery or samples thereof shall be returned to us by the customer, provided this is economically justifiable.

13.13. The warranty is excluded if the customer's technical equipment, such as supply lines, cabling, etc., is not in a technically perfect and operational condition or is incompatible with the delivered items, insofar as this circumstance is the cause of the defect.

13.14. The fact that the work is not fully suitable for the agreed use shall not constitute a defect if this is based solely on actual circumstances deviating from the information available to us at the time of performance of the service because the customer has failed to fulfill its obligations to cooperate in accordance with does not comply with these GTC.

14. Liability

14.1. We shall only be liable for breach of contractual or pre-contractual obligations, in particular due to impossibility, delay, etc., in the event of financial losses in cases of intent or gross negligence due to the special technical features. In particular, we shall not be liable for indirect damage incurred directly by the customer, consequential damage, mere financial loss or loss of profit.

14.2. Liability is limited to the maximum liability amount of any liability insurance taken out by us.

14.3. This limitation shall also apply with regard to damage to an item that we have accepted for

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processing.

14.4. Any claim for damages by the customer shall lapse six months after the customer becomes aware of the damage and the damaging party, but no later than one year after delivery of the goods.

14.5. The exclusion of liability also includes claims against our employees, representatives and vicarious agents due to damage caused by them to the customer - without reference to a contract on their part with the customer.

14.6. Our liability is excluded for damage caused by improper handling or storage, overuse, non-compliance with operating and installation instructions, incorrect assembly, commissioning, maintenance, servicing by the customer or third parties not authorized by us, or natural wear and tear, insofar as this event was the cause of the damage. Liability is also excluded for failure to carry out necessary maintenance, unless we have contractually assumed the obligation to carry out maintenance.

14.7. If and to the extent that the customer can claim insurance benefits for damages for which we are liable through its own insurance or insurance taken out in its favor (e.g. liability insurance, comprehensive insurance, transport, fire, business interruption and others), the customer undertakes to claim the insurance benefit and our liability shall be limited to the disadvantages incurred by the customer as a result of claiming this insurance (e.g. higher insurance premium).

15. General information

15.1. The court with subject-matter jurisdiction for the registered office of our company shall have exclusive local jurisdiction to decide on all disputes arising from this contract.

15.2. The place of fulfillment is the location of our company's headquarters.

15.3. The contracting parties agree that the substantive law of the Republic of Austria shall apply exclusively, to the exclusion of the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods. This shall also apply to the question of the conclusion of this contract, as well as to the legal consequences of its subsequent effect.

15.4. Should individual provisions of these GTC or the individual agreement be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the contracting parties agree to apply a valid provision that corresponds as closely as possible to the economic purpose of the original provision.

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

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