

## 1. Scope of application

1.1. Unless otherwise agreed in writing, these General Terms of Sales ("Terms") shall exclusively govern all sales and deliveries made by PTE – Pulp Test Equipment GmbH ("PTE Austria"), even if in the individual case, particularly in the case of future supplementary or follow-up orders, they are not explicitly referred to.

1.2. Any deviation from these Terms is only valid and binding, if it is expressly agreed in writing by PTE Austria. The Buyer's general terms of purchase or any similar unilateral terms of the Buyer do not become part of the contract, even if they are referred to or contained in an order accepted by PTE Austria.

## 2. Conclusion of contracts

2.1. PTE Austria's quotations are estimates without legal implications. No rights can be derived from statements or pictures appearing in catalogues, websites, folders, promotional literature and the like. Oral statements are binding only if confirmed by PTE Austria in writing.

2.2. All quotations made by PTE Austria are valid for 30 days unless otherwise indicated in writing.

2.3. The currency of use in all offers is the EURO(s), unless expressly stated in writing in the offers.

2.4. When the Buyer wishes to place an order for PTE Austria's products The orders must be made in writing, with reference to one of PTE Austria's coded quotes, signed by those with sufficient authority in their companies to make the orders and accepting the terms of the quote on which the order is based. Such order shall be treated as an offer by the Buyer to contract with PTE Austria, but shall not be binding on PTE Austria until accepted in accordance with clause 2.5.

2.5. If PTE Austria, at its discretion, accepts the Buyer's order, it shall issue an order confirmation to the Buyer. The contract is concluded upon the issuance of such order confirmation or

conclusively (by means of PTE Austria's performance). Oral or written statements shall only be binding, if expressly confirmed in the order confirmation.

2.6. The Buyer's order will be binding for the Buyer until PTE Austria fulfils the supply or explicitly rejects the order.

2.7. Amendments of or additions to the contract require PTE Austria's written consent. Orders, order confirmations as well as amendments to them and other written confirmations are also valid if submitted electronically.

2.8. Promises, assurances and guarantees on PTE Austria's part, or agreements diverging from these GTS in connection with the conclusion of the contract become binding only on PTE Austria's written confirmation.

2.9. The Buyer must notify us of any information about PTE Austria's products and services that is provided in catalogues, price lists, brochures, advertisements on trade fair stands, circulars, advertising mailings or other media (information material) which is not attributable to us, insofar as the Buyer takes this as the basis for his decision to place an order. In such a case, PTE Austria can comment on its accuracy. If the Buyer does not meet this obligation, such information is not binding, unless it is expressly declared to form part of the contract.

2.10. Estimates of costs are provided without warranty and are free of charge.

## 3. Prices

3.1. Prices only cover the products and/or services, including standard packaging, and are calculated EXW PTE – Pulp Test Equipment GmbH (Incoterms 2020), excluding freight, insurance, value added tax or any other applicable sales tax, customs, import or other duties levied in respect of delivery, unloading and subsequent handling, maintenance and pre- or after sales services.

3.2. If applicable according to the agreed delivery term (Incoterms 2020), these costs, expenses and charges will be

invoiced to the Buyer separately. Packaging materials will be taken back only by express agreement and in any case, at the Buyer's risk and cost.

3.3. For services that are ordered by the Buyer and which are not covered in the original order, in the absence of a fee agreement there is a claim to appropriate remuneration.

3.4. The prices of the products sold by PTE Austria, are those featured in the quotations and have been negotiated with the Buyer.

3.5. Prices are based on the time of the first quotation. In the event that the costs have increased by the time of delivery or if the order placed is not in accordance with the quotation, PTE Austria reserves the right to adjust prices accordingly.

3.6. The Buyer is responsible for arranging the proper and environmentally appropriate disposal of scrap material. If PTE Austria is separately entrusted with this, in the absence of a remuneration agreement this must be additionally compensated appropriately to the extent agreed for this.

3.7. Costs for travel expenses, daily allowances and overnight allowances are charged separately. Travel time is deemed to be work time.

#### 4. Payment

4.1. Unless otherwise agreed, the Buyer shall make the payment as stated in the quotation and order confirmation. Payments shall be made in Euros by transfer, free of charges, to one of PTE Austria's bank accounts.

4.2. PTE Austria's invoices are to be paid to PTE Austria's registered address according to the terms featured therein.

4.3. Entitlement to deduct a discount requires express written agreement.

4.4. Payment references stated by the Buyer on the bank transfer documentation are not binding for us.

4.5. The Buyer may not withhold or retain payments or other obligations or

offset them against any amount due to PTE Austria.

4.6. Any suggested modification to the payment terms will be agreed to beforehand by the parties and accepted in writing by PTE Austria.

4.7. Ownership of the products passes to the Buyer on the day of delivery, provided that all claims of the buyer against PTE Austria have been settled in full by then; otherwise, PTE Austria retains ownership until all claims have been paid in full. In the event of resale of goods to which PTE Austria retains title, the Buyer assigns his claim from the resale to PTE Austria as security for PTE Austria's rights, even if the goods are processed, transformed or combined with other goods.

4.8. If the Buyer fails to make any payment to PTE Austria by the due date, PTE Austria may without prejudice to its other rights

a) charge interest on the overdue amount at the rate of 1.25% per month, such interest accruing on a daily basis from the due date until the date of actual payment of the overdue amount; and/or

b) suspend performance of its obligations, without any liability to the Buyer for such delay, until full payment has been made; and/or

c) claim compensation from the Buyer for all costs and expenses arising from the delay in payment prior to legal action.

4.9. In the case of culpable delay in payment, PTE Austria is entitled to charge the percentage above the base interest rate mentioned in Article 456 of the Austrian Enterprise Code (UGB), which applies to the calculation of statutory default interest in business transactions. In addition, the purchaser is obligated to reimburse dunning and collecting costs.

#### 5. Credit rating check

5.1. The Buyer declares his express agreement that his data may be communicated exclusively for the

purpose of protection of creditors to the officially privileged creditor protection associations Alpenländischer Kreditorenverband (AKV), Österreichischer Verband Credit-reform (ÖVC), Insolvenzschutzverband für Arbeitnehmer oder Arbeitnehmerinnen (ISA) and Kreditschutzverband von 1870 (KSV).

## 6. Delivery

6.1. Unless agreed otherwise, the products will be provided EXW PTE – Pulp Test Equipment GmbH (Incoterms 2020) and risk of loss of the products will pass to the Buyer upon such delivery point.

6.2. Delivery or performance dates in relation to the supply of products are approximate only. Unless otherwise expressly stated by PTE Austria, time is not of the essence for delivery of the products and PTE Austria will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.

6.3. The actual delivery time will depend on the fulfillment of the preliminary conditions and shall start at the latest of the following dates:

- a) the date of order confirmation by PTE Austria;
- b) the date of fulfillment by the Buyer of all the conditions, technical, commercial and other, for which the Buyer is responsible;
- c) the date of receipt by PTE Austria of a deposit or security due before delivery of the goods in question.

6.4. Buyer shall obtain whatever licenses or approvals may be required from authorities or third parties for the construction of plant and equipment. If the granting of such licenses or approvals is delayed for any reason, the delivery period shall be extended accordingly.

6.5. PTE Austria may carry out, and charge the Buyer for partial or advance deliveries. If delivery on call is agreed upon, the commodity shall be deemed

called off at the latest one year after the order was placed.

6.6. PTE Austria shall not be in breach of a contract nor liable for any failure or delay in performance of any of its obligations and the delivery time shall be extended accordingly in case of unforeseeable circumstances or circumstances beyond the parties' control, which impede compliance with the agreed delivery time, including but not limited to fire, flood, earthquake, windstorm or other natural disaster, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; labor disputes; voluntary or mandatory compliance with any law; accidental damage; loss at sea; adverse weather conditions; shortage of raw materials; loss of major suppliers; interruption or failure of utility service, including but not limited to electric power, gas or water, delays in transport or customs clearance, damages in transit; regardless if they affect PTE Austria or any of its subcontractors.

## 7. Warranty

7.1. For the period of twelve months from the delivery, PTE Austria warrants that the delivered Instrument as defined below a) conforms to the specifications provided by PTE Austria; and b) is free from latent or patent defects in material or workmanship that impede the use of the products as specified by PTE Austria, provided all mandatory maintenance in accordance with the Instrument's manual, if any, has been performed by PTE Austria or a representative authorized in writing by PTE Austria and subject to the provisions of 9.2. An Instrument ("Instrument") means an instrument and all its accessories purchased from PTE Austria. Custom tailored solutions are explicitly excluded if not agreed otherwise in writing. The warranty will immediately lapse if

mandatory maintenance is not performed according to the provisions of this clause.

7.2. If a product is found to be defective during the warranty period, PTE Austria shall remedy such deficiency, at its option and its cost, by the repair or replacement of the defective product at the Buyer's or PTE Austria's premises or an adequate reduction in price. The warranty period for the repaired or replaced product shall run for the remainder of the initial warranty period. Any and all other costs and/or expenses, including but not limited to shipping, travel costs and accommodation costs shall be borne by the Buyer. For warranty work on the Buyer's premises, the Buyer shall make available free of charge any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required. Replaced parts shall become the property of PTE Austria.

7.3. Unless otherwise agreed in writing, any warranty by PTE Austria shall be to the Buyer only and may not be transferred or assigned to any third party.

7.4. This warranty shall be in lieu of all statutory warranty provisions. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for a specific purpose (whether statutory or otherwise) other than those expressly set out in these Terms are excluded to the fullest extent permitted by law.

7.5. PTE Austria shall not be liable for a defect in the products and/or services unless the defect is notified to PTE Austria within 10 days from the date of delivery or if the defect would not be apparent on reasonable inspection within the warranty period of 12 months from the date of the delivery.

7.6. The Buyer must always prove that the defect existed at the time of handover.

7.7. If a product is manufactured by PTE Austria on the basis of design data, design drawings, models or other

specifications provided by the Buyer, PTE Austria's warranty obligation is limited to the compliance with the Buyer's specifications and does in no event extend to material supplied by the Buyer.

7.8. The remedying of a defect that has been claimed by the Buyer does not represent acknowledgment of a defect.

7.9. PTE Austria accepts no warranty for the sale of used goods.

7.10. If the defects claimed by the client are unjustified, the client shall be obliged to reimburse the expenses incurred in determining the absence of defects or in remedying the defects.

7.11. Any utilisation or processing of the defective deliverable that carries the risk of further damage or makes elimination of the cause more difficult or prevents it, must be stopped by the Buyer without delay, unless this is unreasonable.

7.12. PTE Austria is entitled to carry out or have carried out any examination that PTE Austria regard as necessary, even if this renders the goods or work pieces unusable. If this examination shows that PTE Austria are not responsible for any defect, the Buyer must bear the costs for this examination against appropriate remuneration.

7.13. PTE Austria can avert a demand for withdrawal by rectifying the defect or by reducing the price appropriately, insofar as the defect is not substantial and cannot be rectified.

7.14. The fact that the work is not fully suitable for the agreed use does not constitute a defect if this is based exclusively on actual circumstances that differ from the information that was available at the time of performance because the Buyer does not fulfil his obligations to cooperate in accordance with point 9.

7.15. Likewise it is not a defect if the Buyer's technical installations, such as supply lines, cabling, networks etc. are not in a technically perfect and

operational condition, or are not compatible with the items supplied.

### 8. Cancellation

8.1. Unless expressly agreed otherwise, the Buyer may only cancel a contract for the purchase of products, if the delivery of the products has been delayed due to PTE Austria's gross culpability and the reasonable grace period set by the Buyer has expired. The cancellation must be made in writing, signed by those with sufficient authority in their companies. All rendered deliveries performed Services and preparation acts will be invoiced to the Buyer accordingly.

8.2. Irrespective of its other rights, PTE Austria may cancel, in whole or in part, a contract for the purchase of products or Services without any liability to the Buyer, if a) the delivery of the products or performance of the Services is rendered impossible or delayed despite setting a reasonable grace period due to reasons attributable to the Buyer; b) concerns about the Buyer's solvency emerge and the Buyer, upon PTE Austria's request, does not make an advance payment or post an adequate bond prior to delivery, c) the Buyer is or becomes insolvent, or d) the delivery is delayed due to reasons set out in clause 6.6 for more than six months.

8.3. Other consequences of the cancellation are excluded.

### 9. Buyer's duty of cooperation

9.1. PTE Austria's duty to render performance begins, at the earliest, as soon as all technical details have been clarified, the Buyer has created the technical and legal prerequisites (which PTE Austria shall be pleased to communicate on request), PTE Austria have received the agreed down-payments or securities, and the Buyer has fulfilled his contractual obligations of preliminary work and cooperation, in particular also those specified in the points below.

9.2. In the case of assembly work to be carried out by us, the Buyer is obliged to

ensure that work can be begun immediately after the arrival of PTE Austria's assembly team.

9.3. The Buyer must secure the required permits from third parties as well as the notifications and approvals by authorities at his expense. Details of these can be requested from us.

9.4. The quantities of energy and water required for the rendering of performance including trial operation are to be provided by the Buyer at his expense.

9.5. For the time of rendering the performance, the Buyer must make available to us, free of charge, lockable rooms, which are not accessible to third parties, for use by the workers as well as for storing tools and materials.

9.6. The Buyer is liable for ensuring that the necessary constructional, technical and legal preconditions for the work to be completed or the object of purchase are in place which were described in the contract or in information provided to the Buyer before the contract was concluded or which the Buyer must have known on the basis of relevant specialist knowledge or experience.

9.7. The Buyer is also liable for ensuring that the technical installations, such as supply lines, cabling, networks and the like are in a technically perfect and operational condition and are compatible with the objects of purchase or work to be effected by us.

9.8. PTE Austria is entitled but not obliged to check these installations in return for separate remuneration.

9.9. In particular, before the start of assembly work, the Buyer must provide the necessary information on the location of concealed supply lines for electricity, gas and water or similar installations, escape routes, other obstructions of a structural nature, possible sources of danger, as well as the necessary statics-related information, without being asked to do so.

9.10. Details of the necessary information relating to the order can be obtained from us.

9.11. The Buyer bears sole responsibility for the design and functionality of parts that have been provided. There is no duty to examine any documents provided by the Buyer, details or instructions provided – beyond setting up a technical construction dossier and certifying observance of the Machines directive as well as any other applicable guidelines – with regard to the item to be supplied, and liability in relation to this is excluded. The duty to issue the certification can be contractually transferred to the Buyer marketing the deliverable item.

9.12. The Buyer is not entitled to assign claims and rights from the contractual relationship without PTE Austria's written consent.

## 10. Execution of work

10.1. PTE Austria is obliged to take account of subsequent modification and extension wishes of the Buyer only if they are necessary for technical reasons in order to achieve the purpose of the contract.

10.2. Minor amendments to PTE Austria's performance that are objectively justified and are reasonable for the Buyer are deemed to be approved in advance.

10.3. If, after the contract has been awarded, there is an amendment of or supplement to the order for whatever reason, then the delivery / performance deadline is extended by an appropriate period of time.

10.4. If the start of performance or the performance are delayed or interrupted by circumstances that are attributable to the Buyer, in particular on account of infringement of the duty of cooperation pursuant to point 9, performance deadlines are extended accordingly and completion dates are postponed accordingly.

10.5. For the storage of materials and equipment and the like in PTE Austria's

company that is necessitated by this, PTE Austria is entitled to charge the actual storage costs that occur for each month or part-month of delay in performance, with the Buyer's obligations of payment and acceptance remaining unaffected by this.

10.6. If, after the contract has been concluded, the Buyer desires performance within a shorter period of time, this represents a change to the contract. This may necessitate overtime and/or extra costs may arise due to acceleration of material procurement, and the remuneration is increased accordingly in proportion to the necessary expenditure.

10.7. Objectively justified (e.g. size of installation, construction progress etc) part-deliveries and part-performance are permitted and can be invoiced separately.

## 11. Service, maintenance and repair

11.1. These Terms apply mutatis mutandis to all orders for the performance of service, maintenance and repair ("Services"), unless otherwise stated herein.

11.2. The Buyer shall, at PTE Austria's discretion, make available the products at its premises or return them to PTE Austria's premises at Buyer's cost and risk for performance of the Services.

11.3. PTE Austria will, upon request and at Buyer's cost, provide a quotation for the estimated costs of the Services subject to clause 2.1.

11.4. PTE Austria is entitled to transfer all rights and obligations regarding Services to third parties.

11.5. All Services on site are carried out exclusively during the business hours of PTE Austria.

11.6. If, upon arrival of the engineer, it is impossible to carry out the Services, the resulting costs will be charged in accordance with PTE Austria's current rates, unless the Buyer has informed PTE Austria of the impossibility of carrying

out the work at least one week before the date. The Buyer shall also be separately invoiced for any waiting times of 30 minutes or longer caused by the Buyer, e.g. due to increased registration times due to safety instructions or the absence of the contact person.

11.7. The Buyer is obligated to give free and safe access to the instruments so that the engineer can carry out the necessary Services unhindered. During the Services, the Buyer shall provide any skilled and/or authorized personnel who may be required to enable the carrying out of the maintenance work.

11.8. If, while carrying out Service orders, PTE Austria finds the products to be in improper condition, PTE Austria may perform all Services PTE Austria deems required to restore and/or maintain the proper condition of the products in question without having to obtain the Buyer's prior consent. All Services performed will be invoiced to the Buyer at cost according to the current tariffs, unless such Services are covered by PTE Austria's warranty obligations according to clause 7.

11.9. The place of performance shall be the place at which the Service is rendered. Risk in respect of Services passes to the Buyer upon performance of the Services.

11.10. Should PTE Austria be unable to carry out the Services on the agreed date due to demonstrable reasons such as mobilization, war, revolt, strike, lockout, pandemics or any other reasons for which PTE Austria cannot be made liable or that is beyond its control as accepted by general legal principles of "Force Majeure", a suitable new date for the work is to be agreed between the two parties.

## 12. Risk assumption

12.1. The risk passes to the Buyer as soon as PTE Austria holds the object of purchase, the material or the work ready for collection in PTE Austria's works or warehouse, deliver it ourselves, or hand it over to a carrier.

12.2. The Buyer shall take out appropriate insurance against this risk. PTE Austria undertakes to take out transportation insurance at the written request of the Buyer and at his expense. The Buyer approves any customary method of despatch.

## 13. Delay in acceptance

13.1. If the Buyer delays acceptance for longer than 4 weeks (refusal of acceptance, delay in preliminary work or otherwise, no call made within an appropriate time in the case of delivery on call), and if in spite of an appropriate grace period having been set, the Buyer has not ensured the elimination of the circumstances attributable to him which delay or prevent the performance being rendered, PTE Austria is entitled in the case of a valid contract to deploy otherwise the equipment and materials that have been specified for the performance of the work, insofar as in the event that the performance of the work is continued, PTE Austria procures these again within a time appropriate to the respective circumstances.

13.2. In the case of delay in acceptance on the part of the Buyer, PTE Austria is likewise entitled, in the case of insistence on fulfilment of the contract, to store the goods at PTE Austria's premises, for which PTE Austria is due a storage fee pursuant to point 11.5.

## 14. Limitation of liability

14.1. Outside the scope of the product liability, PTE Austria shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions. PTE Austria shall not be liable for damage due to acts of ordinary negligence.

14.2. PTE Austria shall not be liable for and disclaims all warranty obligations for any damages or losses arising from the Buyer's (or any third party's) subsequent use or misuse of the products and/or services including, without limitation

a) fair wear and tear;

b) abnormal working or operating conditions beyond those referred to in the product specification, including atmospheric discharges, excess voltage and chemical influences;

c) the Buyer's (or any end user's) negligence or willful misconduct, or that of its agents or employees, or any failure to follow PTE Austria's instructions as to use of the products;

d) assembly, installation, modification, alteration, service or repair work not undertaken by PTE Austria or a representative authorized by PTE Austria in writing; and

e) compliance or non-compliance with licensing requirements.

14.3. PTE Austria's liability for any and all claims, whether based on contract, tort, statute, indemnity or otherwise, arising out of or in connection with this agreement are limited in their aggregate total to the value of the respective order. Any claims exceeding this limitation of liability are expressly excluded.

14.4. In no event shall PTE Austria be liable to the Buyer for (I) any indirect, special, consequential, incidental or punitive loss or damage; or (II) loss of data or other equipment or property; or (III) economic loss or damage; or (IV) incurring of liability for loss or damage of any nature whatsoever suffered by third parties, including in each case incidental and punitive damages; or (V) any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill in connection with or arising out of an order.

14.5. Subject to the preceding subparagraphs of this section 9 and the limitations of liability set out herein, any and all claims that may arise out of or in connection with an order shall, to the extent legally possible, be dealt with in accordance with the respective liability insurance coverage policy of the parties.

#### 15. Statute of limitations

15.1. The Buyer's right to redress for all claims against PTE Austria arising out of

the Buyer's warranty obligations to a Buyer further to a resale of the products is excluded. Where the exclusion of the redress is prohibited by mandatorily applicable law, the right to redress is limited by the warranty period provided under clause 7.1.

15.2. All other claims must be brought before the competent courts by the Buyer within two years from the delivery, except in cases statutory law provides for a shorter period of limitation.

#### 16. Industrial property rights of third parties

16.1. For any services that PTE Austria produces according to Buyer's documentation (design specifications, drawings, models or other specifications etc.), warranty that the production of these deliverables does not infringe the industrial property rights of third parties is assumed exclusively by the Buyer.

16.2. If the industrial property rights of third parties are nonetheless claimed, PTE Austria is entitled to suspend production of the deliverables at the Buyer's risk until the rights of third parties have been clarified, unless it is obvious that the claims are unjustified.

16.3. The Buyer shall indemnify us for any loss or damage in this regard.

16.4. PTE Austria is entitled to demand from Buyers appropriate advances on costs for any legal costs.

16.5. Likewise PTE Austria can claim from the Buyer the refunding of necessary and expedient costs that PTE Austria have incurred.

16.6. PTE Austria is entitled to demand appropriate advances on costs for any legal costs.

#### 17. Intellectual property rights

17.1. No rights in relation to PTE Austria's existing or future intellectual property rights (which include copyright, database rights, topography rights, design rights, trademarks, patents, domain names and any other intellectual property rights of a similar nature,



whether or not registered, subsisting anywhere in the world in or associated with its products) are granted or conferred to the Buyer.

17.2. The Buyer shall indemnify and hold harmless PTE Austria from any claims, damages or losses arising out of or in connection with any infringement of industrial property rights of any design data, design drawings, models or other specifications provided by the Buyer.

### 18. Export control regulations

18.1. The Buyer acknowledges and agrees that any delivery made by PTE Austria is subject to and the Buyer is obliged to comply with all applicable export control regulations.

18.2. The Buyer may not resell, (re)export or otherwise transfer any products of PTE Austria in violation of applicable export control regulations and shall be liable to and keep indemnified and hold harmless PTE Austria from any claim arising out of the breach of this provision.

### 19. Compliance

19.1. The Buyer agrees to comply with all applicable laws, statutes, regulations, codes and other legal requirements, including without limitation, health, safety, security and environment, anti-corruption and anti-bribery.

### 20. Applicable law and jurisdiction

20.1. The contract is subject to the law of Austria excluding its conflict of law's provisions. The application of the UN Convention on Contracts for the International Sale of Goods is renounced.

20.2. All disputes arising out of or in connection with the present contract shall be exclusively brought before the competent courts in Wels, Austria.

### 21. Miscellaneous

21.1. If a provision of these Terms is or becomes ineffective, invalid or unenforceable, the other provisions of these Terms shall remain unaffected. The ineffective, invalid or unenforceable provision shall be deemed replaced by a

term or provision that is valid and enforceable and that comes closest to expressing the commercial intention of the invalid, illegal or unenforceable term or provision.

21.2. The Buyer shall keep in strict confidence all information, including quotations, tender documents and the like, obtained in the course of its relationship with PTE Austria and shall immediately return any information to PTE Austria upon request or in case the Buyer does not place the respective order with PTE Austria.

21.3. The Buyer may not assign its rights and obligations arising out of or in connection with an order to any third party without PTE Austria's prior written consent.