

SIHGA® General Terms and Conditions (version August 2024)

- 1.) Our delivery transactions, including all subsequent transactions, are based exclusively on these General Terms and Conditions. We are not bound by the customer's terms and conditions of purchase. We deal exclusively with entrepreneurs, but not with consumers (with the exception of transactions in accordance with point 15; the deviations listed there apply to these). With order, the customer declares that the customer is concluding the contract exclusively for business purposes. The customer must prove the entrepreneurial status upon request. In the absence of a written objection within three days, the terms and conditions of an order confirmation sent by us shall be deemed to have been accepted in full by the customer.
- 2) Our offers, price lists and cost estimates are non-binding. All orders and agreements, as well as promises made by representatives, require our written confirmation in order to be valid. Our technical specifications and descriptions of the delivery item are non-binding and are only approximate.
- 3) Our prices are quoted from our location in 4694 Ohlsdorf near Gmunden. Value added tax is added to the prices (offers do not include without value added tax). Packaging is not returnable.
- 4) All delivery (service) dates and delivery (service) deadlines are approximate. Claims for damages by the purchaser due to delayed delivery/performance or non-fulfillment are excluded. Partial services already rendered are to be accepted and paid for by the customer. Partial deliveries (services) and partial invoicing are permissible, whereby such are to be paid by the customer at the specified payment conditions. If a period of grace set by the customer has not been complied without our fault, the customer shall have no right of withdrawal. The customer may withdraw from the contract at the earliest two months after the original delivery date has been exceeded.
- 5) Our goods are sent from our location in 4694 Ohlsdorf near Gmunden at the risk of the customer, even if the freight and other costs are borne by us. The risk shall pass to the purchaser when the goods are handed over to the carrier. Unless otherwise agreed in individual cases, we shall be free to choose the carrier. The goods will only be insured by us against transport damage on written instruction and at the expense of the customer. Deliveries only to Austria, Germany and South Tyrol shall be free domicile, unless otherwise agreed in individual cases. If the customer does not accept the goods, we can withdraw from the contract after setting a 14-day deadline and/or demand compensation for non-performance. We are entitled to demand either 25 percent of the agreed order amount without proof of damage or compensation for the actual damage incurred. Any return of goods by the customer shall require our written consent and shall be at the customer's expense and risk. The delivery bill and/or invoice number must be quoted with each return shipment.
- 6) For any claims of the customer against us interest at a maximum rate of 3% above the prime rate of the Austrian National Bank shall apply.
- 7) Our invoices are due for payment within 10 days of the invoice date without deduction. Other target or discount agreements shall be noted separately. Only timely payment in full in cash shall entitle the customer to a cash discount. In the case of payment by instalments, default even with only one instalment shall result in the loss of the deadline. All our outstanding claims shall then become due in full. The customer is not entitled to withhold payments for any reason whatsoever or to declare a set-off against our claims. Insofar as the customer is entitled to a right of retention with regard to our remuneration in the event of a delivery or service, this shall in any case be limited to the amount of the cover capital of the reasonable improvement costs.
- 8) Otherwise all claims are excluded, the customer is obliged to inspect the goods delivered or the work performed immediately after receipt of the delivery or a notice of completion from us and to

report any defects found immediately by registered letter in detail. Likewise, defects discovered later must be reported in writing immediately after their discovery. The warranty period for movable goods is six months. The burden of proof that a defect for which we are responsible was present at the time of delivery shall lie with the customer. At our discretion, we can fulfill warranty claims in such a way that the defect is remedied or replaced by defect-free goods or a reasonable price reduction is granted, in particular if a remedy would not be possible or, in our opinion, only at disproportionately high cost. We shall not be liable for consequential damage that occurs in connection with a warranty claim, for example after processing that has already taken place. With regard to the suitability of the delivered goods, we only warrant that they can be used in accordance with our specifications and regulations. We are not obliged to check whether the ordered goods are suitable for a specific purpose, not even as a contractual secondary obligation. Only those properties shall be deemed to be warranted for which we expressly state this in writing. Deviations in dimensions, equipment, material and the like which are customary in the trade and/or due to production technology shall not entitle the customer to make a complaint. Modifications to our goods by the customer or his employees shall lead to a complete exclusion of liability towards us. Any liability on our part for damage caused by the material used by the customer is excluded.

- 9) Until full payment of the purchase price and all our claims arising from the business relationship with the purchaser, including ancillary claims, the delivered goods shall remain our property. A resale shall only be permissible if we have been notified of this in good time in advance, stating the purchaser, and if we consent to the sale. In the event of our consent, the purchase price claim shall be deemed assigned to us already now and we shall be authorized to notify the buyer of this assignment at any time. If the purchaser defaults on its payment obligation to us or breaches one of the obligations arising from the agreed retention of title, the entire outstanding claim shall become due immediately. In any case, we shall be entitled to demand the return of the items in our ownership even without withdrawing from the contract and to collect them from the customer, whereby the customer waives the right to assert a retention.
- 10) In the event of resale of SIHGA products by the customer, such resale is only permitted with the original designation. The customer is otherwise not permitted to use our brands and/or product designations without our written consent.
- 11) All claims for damages against us are excluded, irrespective of the legal grounds on which they are based, in particular for breach of contract and upon conclusion of the contract, but also in accordance with the provisions of the Product Liability Act for personal injury, property damage and financial loss caused by a defect in the goods, whereby claims for compensation for consequential damage, such as loss of production or loss of profit and the like are excluded in their entirety, unless we are guilty of intent or gross negligence. The burden of proof for such a degree of fault lies with the customer. (Damage) compensation claims shall in any case only include the pure costs of remedying the damage, but not ancillary claims, consequential damage, loss of profit or the like. They shall become statute-barred at the latest two years after delivery, unless the statute of limitations expires earlier. All claims for damages and any recourse claims against us must be asserted in court within six months, otherwise they shall lapse. Return or exchange of ordered and delivered goods is not possible. If goods from the current delivery program are returned to us in undamaged original packaging, we are free to take the goods back against payment of a handling fee of at least 20% of the value of the goods or to store them at the risk and expense of the customer or to return them to the customer.
- 12) Any drafts, plans and other documents created by us are our sole property and may not be used by the customer or made accessible to third parties.

- 13) All copyrights to the distributed software solutions (programs, program documentation, etc.) remain the property of SIHGA. The customer shall only receive the right to use the software after payment of the agreed remuneration exclusively for his own purposes and only for the hardware specified in the contract. The customer receives a right of use (license right) to the software (use of the moisture monitoring); any duplication, processing, distribution, sale, transfer and/or provision by the customer is expressly prohibited. Any infringement of copyrights shall result in claims for injunctive relief, defense and damages, whereby full satisfaction shall be provided in such a case. The license agreement provided shall also apply to the software.
- 14) The place of jurisdiction for all disputes arising directly or indirectly from the contract between the customer and us, in particular regarding its validity, shall be exclusively the competent court in 4600 Wels. The place of performance is 4694 Ohlsdorf near Gmunden. The contractual relationship shall be governed exclusively by Austrian law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. Unless otherwise expressly agreed in writing, the language of the contract shall be exclusively German. This does not change if we correspond or exchange information in other languages before or after the conclusion of the contract in individual cases.
- 15) Special provisions for consumer transactions
In connection with the Monitorix monitoring offered by SIHGA, software solutions are also sold to consumers.
In deviation from the above points, the following applies to consumer transactions:
Point 2: Sentences 1 and 3 do not apply. Offers, price lists and cost estimates are binding for consumers. The same applies to technical descriptions.
Point 3: Prices for consumer transactions are quoted inclusive of VAT.
Point 4: Sentence 2 (exclusion of claims for damages) shall not apply.
Point 5. does not apply.
Point 6: Default interest of 4% per annum shall apply.
Point 7: The penultimate sentence (prohibition of set-off) does not apply.
Point 8. does not apply. The statutory warranty provisions shall apply.
Point 11 does not apply. The statutory provisions on damages shall apply.
Point 13: Sentence 1 does not apply.
- 16) Right of withdrawal for consumers according to § 11 FAGG
Consumers within the meaning of the KSchG have the right to withdraw from a distance contract or a contract concluded outside the business premises of the entrepreneur within 14 days without giving reasons, unless a statutory exception applies. The withdrawal period for sales contracts and other contracts for the purchase of goods against payment begins on the day on which the customer or a third party named by the customer, who is not the carrier, has taken possession of the goods.

In order to exercise the right of withdrawal, the customer must declare the withdrawal to SIHGA by means of a clear statement (e.g. a letter sent by post, fax or e-mail). The customer can use the sample consumer form provided on the SIHGA website for this purpose. However, the use of the sample withdrawal form is not mandatory. In order to comply with the withdrawal period, it is sufficient for the consumer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

If SIHGA fails to comply with the information obligation pursuant to § 4 para. 1 no. 8 FAGG, the consumer's withdrawal period shall be extended by 12 months. If SIHGA provides the information

within this period, the withdrawal period shall end 14 days after the date on which the consumer received the information about the right of withdrawal.

If the customer withdraws from the contract, he must return the goods received to SIHGA without delay, but at the latest within 14 days of submitting the declaration of withdrawal. The deadline is met if the customer sends the goods before the 14-day period has expired. The customer shall bear the direct costs of returning the good.

17) Orders in the online store

The following also in addition to orders in the online store:

- 17.1 The presentation of the products in the online store does not constitute a legally binding offer, but a non-binding online catalog. You can initially place our products in the shopping cart without obligation and correct your entries at any time before sending your binding order by using the correction aids provided and explained for this purpose in the order process. By clicking on the order button, you place a binding order for the goods contained in the shopping cart. Confirmation of receipt of your order will be sent by e-mail immediately after the order has been sent.
- 17.2 The time when the contract with us is concluded depends on the payment method you have chosen:
cash on delivery, invoice, SEPA direct debit.
We accept your order by sending a declaration of acceptance in a separate e-mail or by delivering the goods within two days.
Prepayment: We will accept your order by sending you a separate e-mail within two days in which we will provide you with our bank details.
Credit card: We will accept your order by sending you a separate e-mail declaration of acceptance or by delivering the goods within two days.
Cash payment on collection: You pay the invoice amount in cash on collection.
- 17.3 You can view the text of the contract in our customer log-in.
- 17.4 You agree to the transmission of all invoices by e-mail. This consent can be revoked at any time. The following payment methods are available in our store: Cash on collection, invoice.
Prepayment: If you select the prepayment payment method, we will inform you of our bank details in a separate e-mail and deliver the goods after receipt of payment. Cash on delivery: You pay the purchase price directly to the deliverer. There are no further costs for this.
Credit card: You enter your credit card details when placing the order. Once you have been legitimized as the rightful cardholder, the payment transaction will be carried out automatically and your card will be debited immediately after the goods have been dispatched.
SEPA Direct Debit: By placing the order, you issue us with a SEPA direct debit mandate. We will inform you of the date on which your account will be debited (prenotification). Upon submission of the SEPA direct debit mandate, we will request our bank to initiate the payment transaction. The payment transaction will be carried out automatically and your account will be debited. The account will be debited after the goods have been dispatched. The period for advance notification of the date of the account debit (so-called prenotification period) is 7 days. Invoice You pay the invoice amount after receipt of the goods and the invoice by bank transfer to our bank account. We reserve the right to accept purchase on account only after a successful credit rating.