GENERAL TERMS AND CONDITIONS
Gebrüder LIMMERT Aktiengesellschaft

As of 2nd of February 2026

1. SCOPE

In case of differences between the German and English versions or in other cases of doubt, only the German version is legally binding.

1.1 Unless otherwise expressly agreed, the following „General Terms and Conditions (GTC) of Gebrüder Limmert AG - hereinafter referred to as Seller -"shall apply to all legal transactions concerning the delivery of goods, deliveries and other services of the Seller in business transactions with entrepreneurs within the meaning of Section 1 of the Austrian Consumer Protection Act (KSCHG). In particular, they also form an integral part of our offers and order acceptance. Deviating conditions, in particular, purchasing conditions of the buyer, are hereby declined. Our general terms and conditions are available under www.limmert.com in the current version.

1.2 We shall be entitled to change these terms and conditions in whole or in part at any time, irrespective of the validity of the remaining provisions if the legal basis of individual provisions changes as a result of laws, ordinances, other standards or jurisdiction. Specifically designated contract amendments shall become legally effective after 14 days (two months in the case of consumers) from the date of notification of this to the buyer, unless we receive a written objection from the buyer, in which case the buyer shall be informed of the particular contract amendment and of the fact that his silence after expiry of the period is deemed to be a consent to the amendment.

1.3 In the context of a long-term business relationship between entrepreneurs, the terms and conditions shall also become part of the contract if the seller has not expressly pointed out their inclusion in each individual case; this shall also apply in particular to additional and repeat orders, additional offers, deliveries of spare parts and repairs.

1.4 In case of doubt, the Incoterms in their latest version shall be decisive for the interpretation of trade clauses.

1.5 Should individual provisions of these GTC not be effective or subsequently become ineffective, this shall not affect the validity of the remaining provisions and the parties undertake to replace the ineffective or subsequently ineffective provision with one which is legally permissible and comes as close as possible to the economic purpose of the ineffective provision.

2. OFFERS AND CONCLUSION OF CONTRACT

2.1 The offers contained in the Seller's catalogs and sales documents as well as - unless expressly designated as binding - on the Internet are always non-binding, i.e. only to be understood as an invitation to submit an offer.

2.2 Orders shall be deemed accepted if they are either confirmed by the Seller in text form or executed immediately after receipt of the order. In the latter case, the delivery note or goods invoice shall be deemed to be the order confirmation. The client is bound to his order until acceptance by the seller.

2.3 In the case of offers without an express binding period, we shall be bound by the offer until 7 days after the date of the offer.

2.4 As far as employees of the seller make verbal side agreements or give assurances which go beyond the written contract, these always require the confirmation of the seller in text form for their effectiveness.

2.5 If, after conclusion of the contract, the Seller becomes aware of facts about the Buyer's creditworthiness / payment morale, in particular default in payment with regard to earlier deliveries, which, according to due business judgment, indicate that the purchase price claim is at risk due to the Buyer's lack of ability or willingness to perform, the Seller shall be entitled to the rights pursuant to Section 1052 sentence 2 of the Austrian General Civil Code (ABGB). In particular, the Seller shall be entitled to demand payment or corresponding securities from the Buyer concurrently with payment within a reasonable period and to withdraw from the contract in the event of refusal or after the expiry of the period.

2.6 In the event of a massive deterioration in the Buyer's economic situation and in particular in the event of a need for reorganization within the meaning of Austrian Company Reorganization Act (URG), the Seller shall be entitled to terminate contracts concluded with the Buyer with immediate effect.

3. DATA PROTECTION

3.1 The seller stores and uses personal data (name, address, email, telephone, date of birth, personal data for the individualization of the offer) of the buyer for the completion of the concluded contractual relations, as well as for internal evaluations. The data will also be used to maintain customer relations, unless the buyer objects in accordance with Section 28 of the Austrian Data Protection Act (DSG). To the extent necessary and legally permissible, contractual data shall be transmitted to third parties, in particular to commercial credit insurance companies or credit protection associations, for the purpose of checking the creditworthiness of the buyer.

3.2 The Seller shall comply with the provisions on data secrecy (Section 6 of the Austrian Data Protection Act) and transfer this obligation to the employees. The processing of this data is necessary for the execution of the contract. If the information is not provided, the execution of the contract is not possible. Within the framework of the processing of orders containing articles which are subject to selective distribution systems of individual manufacturers, it is also regularly necessary to process personal data (name, address, delivery data) and to transmit them to the relevant manufacturer or to third parties commissioned by the latter.

3.3 The data shall be stored for the duration of the business relationship and, in addition, as long as statutory retention periods exist, legal claims can be asserted from the contractual relationship or other justified reasons justify further storage.

3.4 The following legal remedies are available to the buyer in connection with data processing in accordance with statutory provisions: the right to information about the data concerning him, correction, deletion or restriction of processing or objection to processing, data transferability and lodging of a complaint with supervisory authority.

3.5. The data protection declaration of the seller is available in the current version at www.limmert.com can be retrieved.

4. ADDITIONAL SERVICES

4.1 The acceptance of additional services such as consulting and planning services shall not be the subject matter of the contract unless expressly agreed otherwise. This also applies in particular to any consulting and planning services incumbent on the buyer vis-à-vis third parties. Any information given by the seller in this context is always non-binding.

5. DELIVERY, TRANSFER OF RISK, DELAY AND EXPORT REGULATIONS

5.1 Unless otherwise stated in the order confirmation, delivery ex warehouse shall be deemed as agreed upon.

5.2 Information provided by the seller regarding delivery dates or delivery periods is always only approximate. Delivery periods agreed in writing shall apply subject to unforeseen hindrances such as force majeure, war, riots, operational disruptions, and lockouts, also at our sub-suppliers; furthermore, delays in the delivery of raw and auxiliary materials, etc. If such hindrances exist, the seller is entitled to postpone the delivery by the period of the hindrance or to withdraw from the contract in whole or in part, to the exclusion of any claims for damages. In these cases, the customer has no claim to terminate the contract (does not apply to consumers). Compliance with the delivery period requires the customer to perform all necessary cooperative actions. The delivery period shall be deemed to have been observed if the goods have left the factory or have been dispatched from the warehouse or have been reported as ready for dispatch by the end of the delivery period.

5.3 The risk is transferred to the buyer with the handing over of the goods. In the case of delivery or dispatch of the goods, the risk shall pass to the buyer upon transfer of the goods to a forwarding agent or freight carrier, but at the latest upon leaving the seller's business premises, even if delivery is made by the seller's vehicles. This also applies if delivery is made from the permanent establishment of a third party (so-called drop shipment). This provision shall apply to consumers insofar as the consumer has designated the carrier.

5.4 At the express request and expense of the buyer, the transport and storage of the goods shall be insured by the seller.

5.5 If dispatch, delivery or collection is delayed at the request or fault of the buyer, the goods shall be stored at the expense and risk of the buyer. In this case, notification of readiness for dispatch, delivery or collection is equivalent to dispatch, delivery or collection. The risk is transferred to the buyer at the time when he is in default of acceptance or debtor's delay.

5.6 Partial deliveries are permissible to a reasonable extent.

5.7 In the event of default, the Seller shall only be liable for its own fault and that of its vicarious agents. A liability for pre- and sub-suppliers exists only in the case of a selection fault according to § 1315 ABGB. In all other respects, the liability provisions (and limitations) pursuant to Item 10 shall apply.

5.8 In the event of a delay in delivery, the Buyer shall, at the Seller's request, declare within a reasonable period whether he still insists on delivery or withdraws from the contract due to the delay.

5.9 The export of certain goods can, for example, lead to licensing obligations due to their nature, their intended use or their final destination. In the case of exports, the buyer shall be referred to the relevant national and international export regulations, such as the export control regulations of the European Union.

5.10 Deliveries to the buyer are subject to national or international regulations of foreign trade law, embargos or other legal prohibitions.

6. PACKAGING

6.1 The seller reserves the right to invoice packaging separately.

6.2 For transport containers which are the property of the Seller and which are not returned to the Seller by the customer within a reasonable period of time upon request, the Seller shall be entitled to demand a lump sum for expenses of EUR 15.00 per container, waiving ownership of the transport container.

7. PRICES AND PAYMENT

7.1 The prices are always exclusive of value added tax. A reasonable processing fee will be charged for special orders and orders of small quantities. The seller expressly reserves the right to charge cash on delivery charges and transport costs. The minimum value for small orders is EUR 100,00. Below this amount, the seller is entitled to charge an additional fee of EUR 15.00 for the additional expenditure.

7.2 Unless expressly agreed otherwise, the daily price, which can be viewed by the buyer at any time on the day of delivery, shall be deemed agreed. Any delay in delivery for which the seller is responsible shall not lead to any price increase.

7.3 The seller is entitled to charge a reasonable cutting fee for wires and cables that do not exceed 100 m in length.

Cable drums are charged according to the seller's drum price list valid at the time of delivery and are to be paid for with the goods without any deduction. If the undamaged empty drums are returned free to the seller (place of delivery, the registered office of our company) within 6 months of the delivery date, the seller buys back the drums minus a handling fee of 10% of the full drum price and issues a credit note for the corresponding amount. If the return takes place later than after six months, the buy-back price will be reduced by 15% of the full drum price in addition to the manipulation fee for each additional month commenced.

7.4 Unless otherwise agreed, the purchase price is due immediately without deduction upon receipt of the goods and invoice. The same applies to repair invoices. Incoming payments shall always be offset against the oldest invoice. Discounts shall not be granted if the buyer is in default of payment for earlier deliveries. Discount deductions on precious metal surcharges are generally not permitted. Agreements on discounts or deferrals always require written confirmation by the seller and can be revoked at any time (does not apply to consumers). Special discounts and bonuses are due when all invoices relating to the relevant accounting period have been paid.

7.5 The Seller shall only accept discountable bills of exchange on account of payment if agreed accordingly. Credit notes for bills of exchange and cheques shall be issued subject to receipt less the expenses associated with the encashment and with the value date of the day on which the seller can dispose of the equivalent value.

7.6 In the event of default in payment, the respective statutory provisions (Section 456 of the Austrian Commercial Code) shall apply, whereby the statutory interest rate is currently 9.2 percentage points above the base rate per annum. The base interest rate applicable on the first calendar day of a half-year shall be decisive for the respective half-year. If the customer is a consumer, interest in the amount of 5% above the respective base rate will be charged in the event of default. If the buyer is in default of payment, the seller is also entitled in accordance with the statutory provisions to demand a lump sum of EUR 40.00 from the debtor as compensation for any collection costs (Section 458 of the Austrian Commercial Code); consumers are entitled to collection costs of an appropriate amount for the claim operated. Furthermore, he may demand reimbursement of the collection costs necessary for legal prosecution which exceed this lump sum, whereby Section 1333 para. 2 of the Austrian General Civil Code is to be applied.

7.7 All claims of the Seller shall become due for immediate cash payment, irrespective of any previously agreed deferment of payment if payment conditions are not met by the Buyer or facts become known which suggest that the Seller's claims are at risk due to the Buyer's lack of ability to pay. In the latter case, the seller shall be entitled to make further deliveries dependent on concurrent payment or the provision of corresponding securities. In the event of a delay in payment of more than 14 days or the occurrence of insolvency, any special discounts, rebates, and bonuses granted shall lapse and be recalculated.

7.8 If the buyer is in default of payment or if he does not honor a bill on maturity, the seller is entitled, after prior warning, to reclaim the unpaid goods. The buyer is obliged to return the goods. In this case, the seller must only return the goods to the buyer concurrently against payment of the remaining purchase price plus default interest and collection costs. Taking back the goods within the meaning of this contractual item shall not be deemed withdrawal from the contract. Existing rights of withdrawal of the seller remain unaffected by this provision.

7.9 If the buyer is in default of payment, the seller is entitled, at his option (instead of taking back the goods in accordance with item 7.8), to withdraw from the contract after an unsuccessful reminder and setting a grace period of two weeks. In the event of withdrawal, the Buyer shall be obliged to immediately return to the Seller any goods subject to the Seller's reservation of title (insofar as such goods have not been resold permissibly) in proper condition and at his own expense. Further rights and claims of the seller, in particular claims for damages, remain unaffected.

7.10 In the event of the Buyer's default in payment, the Seller may further revoke the direct debit authorization (item 8.6) and demand payment concurrently for outstanding deliveries. However, the buyer may avert these and the legal consequences mentioned in item 7.8 by providing security in the amount of the outstanding payments.

7.11 A refusal to pay or retention of payments is excluded if the buyer knew the defect or other reason for complaint, on which the non-payment is based when the contract was concluded. This shall also apply if he has remained unknown to him as a result of gross negligence unless the seller has assumed a guarantee for the quality of the item. Otherwise, payment may only be withheld due to defects or other complaints to a reasonable extent corresponding to the reduced value (does not apply to consumers).

7.12 A set-off by the buyer is only possible with claims recognized by the seller or legally established, provided that these are in legal connection with the liability of the buyer.

8. RETENTION OF TITLE

8.1 The seller shall retain title to the goods until the purchase price has been paid in full. If the buyer does not fulfill his payment obligations, the seller can make use of the retention of title. In this case, he is entitled to collect and repossess the goods owned by him without prior notice and without the Buyer's consent, in particular without court title, and then to resell or otherwise use them while maintaining all the Seller's claims for damages including claims for non-performance, default, and costs of return transport. In this context, the buyer expressly waives any claims against the seller arising from disruption of ownership/omission and damages.

8.2 If the reserved goods are processed by the buyer into a new movable object, the processing shall be carried out for the seller; the new object shall become the property of the seller. In the event of joint processing with goods not belonging to the Seller, the Seller shall acquire co-ownership of the new item in proportion to the value of the reserved goods to the other goods at the time of processing. If the reserved goods are combined, mixed or blended with goods not belonging to the Seller, the Seller shall become co-owner in accordance with the statutory provisions of Sections 414 and following of the Austrian General Civil Code (ABGB). The buyer must store the object owned or co-owned by the seller, which is also deemed to be retained goods within the meaning of the above conditions, free of charge. Insofar as the value of the retained goods is taken into account, this corresponds to the gross invoice amount of the seller for the goods.

8.3 If retained goods are resold by the buyer, he hereby assigns his purchase price claims from the resale to the seller. The assignment shall be made apparent in the buyer's accounts by means of book entries ensuring sufficient publicity. The buyer must inform the third party who takes or wants to take access to the retained goods that they are the property of the seller. After prior notice, the seller is entitled to check the placement of the book entries.

8.4 If goods subject to retention of title are installed by the buyer as an essential component in the property, building, an industrial plant or other facilities, a ship, ship structure or aircraft of a third party, the buyer hereby assigns to us the assignable claims for remuneration against the third party or the third party concerned in the amount of the value of the goods subject to retention of title with all ancillary rights. Item 8.3, sentences 3 to 5 shall apply accordingly.

8.5 The buyer is entitled and authorized to resell, use or install the retained goods only in the ordinary course of business and only provided that the claims from the resale are actually transferred to the seller within the meaning of item 8.3. The buyer shall not be entitled to dispose of the retained goods in any other way, in particular by pledging them or assigning them as security.

8.6 Subject to revocation, the Seller authorizes the Buyer to collect the assigned claims against his customers. The Seller will only make use of its own right to collect if the Buyer does not meet its payment obligations or if their fulfillment appears to be in jeopardy (Section 2.5). At the Seller's request, the Buyer shall name the debtors of the assigned claims and notify them of the assignment; the Seller shall also be entitled to notify the debtors of the assignment itself.

8.7 The buyer must inform the seller immediately by registered letter (does not apply to consumers) about claims of third parties regarding the retained goods or regarding the assigned claims by handing over the letter of claim or the documents necessary for an objection (Section 37 of the Austrian Enforcement Code). The Buyer shall be liable to the Seller for all necessary expenses, in particular, costs incurred by the Seller in defending against such claims.

8.8 The right to resell, use or install the retained goods or the authorization to collect the assigned claims shall lapse upon cessation of payments by the buyer and/or filing for insolvency proceedings against the assets of the buyer; the authorization to collect shall also lapse in the event of a cheque or bill protest. Any possible mandatory rights of the insolvency administrator shall remain unaffected.

9. NOTICE OF DEFECTS, WARRANTY, AND LIABILITY

9.1 For material defects pursuant to Section 922 of the Austrian General Civil Code the seller is only liable as follows: Within a reasonable period of time after delivery/collection of the goods, the buyer shall inspect the goods with regard to quantity and quality. Defects must be notified to the seller in writing within 14 days of the delivery/collection at the latest. Failure to give notice of defects in due time shall result in the loss of warranty claims, compensation for damages due to the defect itself as well as due to errors concerning the absence of defects in the goods.

9.2 The defects shall be remedied at the place of transfer of risk. If the Buyer detects defects in the goods, he shall make the rejected goods or samples available to the Seller free of charge for the purpose of examining the complaint and allow the Seller to examine the rejected goods within a reasonable period of time. In the event of refusal, the warranty shall lapse. Until the completion of the inspection by the seller, the buyer may not dispose of the rejected goods, i.e. they may not be divided, resold or further processed. The reversal of the burden of proof of Section 924 of the Austrian General Civil Code is waived.

9.3 A warranty obligation on the part of the seller shall also lapse if the goods have not been used as intended, if operating conditions have not been observed or if necessary or state-of-the-art maintenance work has not been carried out.

9.4 In the event of justified complaints, the Seller shall be entitled to determine the type of subsequent performance (exchange, improvement) taking into account the nature of the defect and the legitimate interests of the Buyer. If the subsequent performance fails or if it does not take place despite a reasonable period of time and extension set by the Buyer, the Buyer shall be entitled - regardless of any claims for damages in accordance with Item 10 - to demand a price reduction or, if the defect is not insignificant, to demand rescission.

9.5 Claims of the buyer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor, and material costs, are excluded from the warranty.

9.6 Unless expressly agreed otherwise, the warranty period for movable items shall be one year, for immovable items two years from the delivery/collection.

9.7 Recourse claims according to Section 933b of the Austrian General Civil Code shall only exist to the extent provided by law, but not for goodwill arrangements that have not been agreed with the seller. The buyer is obliged to request the seller in writing without delay, but at the latest within 7 working days after notification of the occurrence of a defect by the subsequent party, stating the notified defects, to produce the defect-free condition within a reasonable period of time. The seller shall be granted at least a reasonable period of 30 calendar days to remedy the defect. In addition, the buyer shall provide the seller with all documents and data available to him and necessary for the rectification of defects.

9.8 Items 9.1., 9.2., 9.5. and 9.6. shall not apply to consumers. In the event of a consumer submitting a complaint about a defect, the seller may, in the case of a mail order purchase, demand that the rejected goods are sent to him in exchange for reimbursement of the transport costs. If the consumer sends the goods without consultation with the seller, the consumer shall bear the costs and risk of shipment.

10. GENERAL LIMITATION OF LIABILITY

10.1 The Seller shall be liable for pecuniary loss vis-à-vis entrepreneurs in accordance with the statutory provisions insofar as the Buyer asserts claims for damages which are based on intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents. This does not imply a change in the burden of proof to the detriment of the buyer. In the event of blatant gross negligence, the obligation to pay damages shall be limited to the order value of the goods causing the damage.

10.2 The seller excludes liability for slight negligence towards a consumer for pecuniary loss.

10.3 Liability for culpable injury to life, limb or health shall remain unaffected. The liability according to the product liability law also remains unaffected, recourse claims according to Section 12 of the product liability law or Section 896 of the Austrian General Civil Code are excluded vis-a-vis entrepreneurs.

10.4 Any further claims for damages on the part of the buyer, irrespective of the legal basis, are excluded (does not apply to consumers).

11. PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND APPLICABLE LAW

11.1 Place of performance is the registered office of the seller.

11.2 The place of jurisdiction for all legal disputes arising from or in connection with contracts subject to these terms and conditions shall be the competent court in the city of Salzburg. However, the seller is entitled to sue the buyer before any other competent court.

11.3 The relations between the contracting parties shall be governed by the law of the Republic of Austria to the exclusion of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods.