

General Terms and Conditions (GTC) of DAS Energy GmbH

1. General

The following General Terms and Conditions (GTC) apply to all business relationships with DAS Energy GmbH, hereinafter referred to as DAS. These terms and conditions are an integral part of all goods and services supplied by DAS. Deviations from these terms and conditions are only valid if expressly accepted by DAS in writing.

2. Offers, Orders, Order Confirmation

Offers by DAS are subject to change. This also applies in particular with regard to prices, quantities, delivery periods and delivery options. The Purchaser is bound by its order. DAS is only bound to orders after their written acceptance.

3. Products/Mass/Quality

In the absence of specific written agreements, DAS will deliver the products and materials in the customary quality and within the factory tolerances. DAS does not examine the suitability of the distributed products and materials intended for the Customer's use. The Customer declares that it has sufficient knowledge about the products of DAS and how they are to be handled. Illustrations, dimensions, weights and all other technical information in brochures, general documents and similar are non-binding. The information in the order confirmation shall apply exclusively.

4. Prices

Prices are ex works and do not include value-added or other taxes, customs duties or other charges or packing or transport costs. The prices in the written order confirmation shall apply. The applicable value added tax will be shown separately and added. In addition, DAS is entitled to demand an appropriate price adjustment if, after the contract is concluded, circumstances occur which increase costs for DAS, in particular due to an increase in the price of raw materials or merchandise as well as an increase in wage costs, energy costs, etc. (so-called *clausula rebus sic stantibus**) and more than four months have passed between conclusion of the contract and the delivery date.

In the event of cancellation and/or amendment of the accepted order by the Customer, DAS is entitled to charge the Customer for the costs of executing the order.

5. Delivery Conditions

Unless otherwise agreed in writing, the ex-works (INCOTERMS 2020) terms of delivery Wiener Neustadt, Austria shall apply.

6. Delivery Time

The stated delivery periods are to be regarded as approximate and commence from the date of receipt of payment. If DAS foresees that the delivery cannot be made within the stated period, DAS will inform the Purchaser immediately in writing by email stating the reasons and, if possible, of the expected new delivery date. Claims for compensation due to late delivery are excluded. Even in the event of a delayed delivery, the Purchaser is obliged to accept the goods unless it has previously set a reasonable subsequent delivery period of at least 15 working days and has waived delivery after this period has expired.

Shortages of raw materials, operational disruptions, cases of other Acts of God and reasons beyond the control of DAS, e.g., import difficulties, delay on the part of third-party suppliers, will release DAS from the delivery obligations entered into for the duration of the hindrances and their consequences without the Purchaser concerned being entitled to compensation.

If the Customer is late in accepting the Products, DAS will be entitled to charge storage costs of EUR 5 per pallet for each day of delay from the fifth working day after the date the goods are ready for dispatch.

7. Warranty Conditions

The warranty period is 24 months unless special warranty periods have been agreed for individual delivery items. The warranty period shall commence at the time of the transfer of risk.

In addition to the statutory warranty claims, DAS offers extended, product-related warranty conditions.

8. Damages Claims

DAS will only be liable for claims for damages if the damage was caused intentionally or by gross negligence by DAS. This also applies to any organisational error. Liability for consequential damage of any kind is excluded to the extent permitted by law. This applies in particular to indirect damage and loss of profit.

9. Product Liability

All claims arising from product liability are excluded insofar as this is permissible under applicable law and no other written agreements have been reached.

10. Retention of Title

The goods remain the property of DAS until full payment of all claims, including future claims. Payment delay will entitle DAS to withdraw from the contract and to demand the return of delivered goods. At the same time, the Purchaser undertakes to surrender these. In the event of seizures or other interventions by third parties, the Purchaser will be obliged to inform DAS immediately. Furthermore, the Purchaser assigns all existing and future claims arising from the resale of the goods to DAS. The Purchaser will inform DAS of the corresponding claims in a timely manner. DAS is entitled to give notice of such assignment (notification) at any time.

11. Payment Conditions

Unless otherwise agreed by the parties, 100% advance payment shall be made. DAS will begin fulfilling the order after the full amount has been credited to the DAS account. If other payment terms have been agreed between the Parties and there is a delay in payment, DAS will be entitled to charge a penalty of 12% per annum.

12. Intellectual Property

All information, including but not limited to, drawings, technical documents relating to products and solutions, remains the sole property of DAS.

13. Force Majeure, Benefit and Risk

DAS is not liable in the event of Force Majeure such as wartime situations, natural disasters, boycott, strike, operational disruptions, cessation of production, shortage of materials etc. or legal impossibility. No occurrence of Force Majeure shall release the Purchaser from its payment obligations. Benefit and risk shall be transferred to the Purchaser at the time of acceptance by the Purchaser or when the goods to be delivered are handed over to a carrier or freight forwarder. In the event of delay of acceptance or payment arrears by the Purchaser, the risk of loss of or damage to the goods shall pass directly to the Purchaser. From this moment, the goods shall be stored at the risk of the Purchaser. The Purchaser shall be responsible for taking out appropriate insurance.

14. Changes

DAS reserves the right to amend the General Terms and Conditions at any time and without prior notice.

15. Binding Original Text

In the event of discrepancies between the version in German language of General Terms and Conditions and versions drawn up in other languages, the original German language version shall prevail.

16. Place of Performance

The place of performance for deliveries/services is the legal seat of DAS (Wiener Neustadt, Austria).

17. Place of Jurisdiction, Applicable Law

The competent courts in Vienna, Austria, shall be in charge to settle all disputes. However, DAS is entitled commence legal action at the Purchaser's place of jurisdiction.

All business relationships between DAS and the Purchaser shall be governed exclusively by Austrian law.

The Uniform Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, CISG) is excluded.

Wiener Neustadt, December 2020

* "clausula rebus sic stantibus" (p. 1). In Austrian law, this clause allows a contract to be amended if crucial circumstances change and these circumstances form the basis of the transaction.