

General Terms and Conditions

valid for the MOLIN Group: MOLIN GmbH & Co. KG, ZAP Vermietungs- und Beteiligungs GmbH, MO TEC Montagetechnik und Dienstleistungs-GmbH., Molin Elektro GmbH

I. General Provisions:

All services rendered by the MOLIN Group – hereinafter referred to as the Contractor (CO) – are provided exclusively on the basis of these General Terms and Conditions. Any differing general terms and conditions of the Client (CL), even if only in individual points, shall only apply if expressly agreed in writing and only for the specific individual case. In the case of recurring business transactions (ongoing business relationship) with entrepreneurs, agreement at the beginning of the business relationship is sufficient for the continued applicability of our General Terms and Conditions.

II. Offer and Order:

All offers are non-binding and – unless otherwise agreed – valid for 14 days from the date of the offer.

When accepting an offer, the CL is obliged to provide the CO with a duly executed order confirmation or purchase order (OC) as confirmation of acceptance. Transmission by e-mail with a scanned signed OC is permissible. By signing the OC, the CL acknowledges the CO's General Terms and Conditions without restriction.

The CO assumes no liability for telephone or verbal information or ancillary agreements unless confirmed in writing. Any official permits required for execution of the order shall be obtained by the CL at its own cost.

Changes to the scope of work resulting from official requirements not expressly disclosed at the time of order placement and leading to additional work for the CO shall be remunerated separately. The same applies to subsequent additional orders and increases in scope.

Officially required provisions are not included in the pricing of the offer unless expressly stated otherwise. Offers may only be accepted in their entirety; acceptance of partial services is not permitted. Unless otherwise agreed, the CL is obliged to accept partial services from the CO if technically and procedurally feasible.

III. Calculation and Prices:

The prices underlying our offers are based on the information provided by the CL (specifications in the bill of quantities). The CL must disclose special circumstances or characteristics of the site, such as installation difficulties or particular conditions of the installation location. If necessary, a site inspection must be commissioned by the CL. The

same applies to delays not caused by the CO.

Changes in project duration, quantities, quality standards, improvements, or modifications due to official or technical requirements lead to corresponding price adjustments, including for lump-sum agreements. In particular, exceeding the planned project duration by more than 10% must be compensated separately.

The CO is entitled to price surcharges if actual quantities or characteristics deviate from the CL's specifications. The CO is not obligated to verify quantities specified in the bill of quantities and may rely on the planning documents.

If a technical planner is engaged by the CL, the CO may rely on the accuracy and completeness of planning documents and is not required to conduct verification checks.

IV. Consequences of Delay:

If delays occur due to reasons attributable to the CL, the CO is entitled to charge all resulting additional costs. In the case of construction delays, a penalty of 1% of the net contract value per commenced calendar week shall be payable by the CL, without prejudice to additional actual costs.

The penalty does not require separate proof and is not subject to judicial mitigation.

If delays are attributable to the CO, the CL must set a reasonable grace period and request performance. Damage claims (e.g., penalties) may only be asserted if the CO was expressly informed of their existence and amount before contract award.

Otherwise, such claims are excluded unless caused by intent or gross negligence. Delay claims may only be asserted after expiration of a reasonable grace period.

Compensation for non-performance and for damages not constituting property damage is excluded. In the event of delay, the CO is entitled to charge default interest pursuant to § 352 UGB and all costs associated with collection and legal action.

V. Withdrawal from the Contract:

The CL may withdraw only if a contractually agreed, important reason exists and if the CO, despite a reasonable grace period, does not fulfil its obligations and cannot remedy delay through third parties.

If circumstances arise during execution that significantly impede performance or suggest likely damage to third-party property, the CO may withdraw from the contract or suspend work until such issues are remedied by the CL.

In such cases, deadlines and completion dates are postponed.

Services rendered up to that point shall be invoiced. Idle time and delays shall be charged even in lump-sum arrangements.

For justified withdrawal or suspension, the CL has no compensation or counterclaim rights. The CO may also withdraw if the CL fails to pay invoiced instalments, deviates from an agreed payment plan, or insolvency proceedings are initiated. In such cases, all services rendered to date become immediately due.

VI. Liability of the Contracting Parties:

The CO is liable for direct damages arising from gross negligence or intentional conduct by the CO or its agents. Liability for slight negligence is excluded to the extent permitted by law. No liability is assumed for accidental events or force majeure, nor for consequential damages, lost profits, interest losses, or damages arising from third-party claims.

The CO is not liable for advice unless expressly commissioned in writing. Failure by the CL to provide accurate technical values or insurance information constitutes contributory negligence (§ 1304 ABGB). The CL waives the right to price reduction, suspension of payment, or withdrawal due to defects. The CL must grant a reasonable period for remedy. Complaints do not affect due invoices. Product liability and damage claims are excluded to the extent permitted by law, especially for slight negligence.

The CO's liability is limited to the amount covered by its liability insurance, but not exceeding the contract value.

This liability scope also applies to non-contractual claims and benefits CO subcontractors and personnel. The CL must report damages caused by CO services immediately in writing. Hidden damages must be reported immediately upon discovery.

Prerequisite for CO liability is that the damage was not identifiable despite proper inspection after completion. Later complaints are excluded; improper inspection is at the CL's risk.

VII. Execution of the Order:

The CL may not issue instructions to CO personnel without approval from CO management. If damages are caused by persons not belonging to the CO, the CL is solely liable, especially if such persons act based on CL instructions.

The CL must disclose all circumstances relevant to execution. Violations of this duty result in CL liability.

Idle time and delays not attributable to the CO (e.g., acceptance delays, weather, site delays, late third-party deliveries) shall be borne by the CL, including under lump-sum agreements. Project additions or increases become binding upon entry in the construction log. Site personnel (site or project managers) are deemed authorised to act on behalf of the CL. Unless otherwise agreed, hourly billing applies.

VIII. Payment, Jurisdiction, and Cancellation:

Invoices are payable immediately upon receipt without deduction unless otherwise agreed in writing.

Set-off against counterclaims is excluded unless such claims have been legally established.

Jurisdiction is Wels/Austria; Austrian substantive and procedural law applies, including for foreign contracts.

If the CL cancels the order before work begins, even partially, a cancellation fee of 15% of the contract value is payable, without prejudice to further claims.

The CO may still insist on contract fulfilment.

IX. Applicability:

If individual provisions of these Terms and Conditions become invalid, the validity of the remaining provisions remains unaffected. A valid provision reflecting the purpose of the original one shall replace it.

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