

General Terms and Conditions

Gigant Verpackungstechnik GmbH – applicable to all deliveries and services to entrepreneurs (UGB)

1. General

These General Terms and Conditions ("GTC") apply to all deliveries and services provided by Gigant Verpackungstechnik GmbH ("Contractor") to entrepreneurs within the meaning of the Austrian Commercial Code (UGB) ("Customer"), unless otherwise agreed in writing. Deviating terms and conditions of the Customer shall apply only with our prior written consent. In the case of repeated orders, the GTC once brought to the Customer's attention shall be deemed agreed, even if no explicit reference is made to them.

All offers and cost estimates as well as service descriptions in brochures, advertisements or on our website are non-binding and subject to change and are to be understood merely as an invitation to submit an offer; no liability is assumed for the accuracy of cost estimates. All inquiries and offers shall become binding only upon our written confirmation.

2. Delivery Time, Default of Acceptance

Our stated delivery times are indicative and non-binding. Withdrawal from the contract shall only be possible after a written grace period of at least eight (8) weeks has been set. The right of withdrawal applies only to that part of the delivery or service for which default exists. If the Customer fails to comply with agreed collection dates or acceptance obligations, the entire quantity of goods not accepted shall be invoiced.

Delivery times shall commence upon receipt of the order and clarification of all technical and commercial matters. We shall only be obliged to perform once the Customer has fulfilled all obligations necessary for delivery (e.g. receipt of the agreed down payment). The delivery period shall be deemed met if, by its expiry, the delivery item has left our factory or, in the case of direct deliveries, the factory of the upstream supplier, or if readiness for dispatch has been notified. Delivery times may be extended in the event of delayed provision of project-relevant information or samples required by the manufacturer for testing or pre-acceptance. We also reserve the right to delay performance in the event of delayed receipt of agreed advance or partial payments. Subsequent change or amendment requests by the Customer shall reasonably extend the delivery time. The same shall apply in the event of unforeseen obstacles beyond our control and/or that of our suppliers, such as force majeure, strikes, lockouts, or delays in the supply of essential raw materials, materials or parts.

3. Delivery Terms / Shipping

Unless otherwise agreed, delivery shall be made "Ex Works" in accordance with Incoterms® 2020. Risk and danger shall pass to the Customer upon handover to the carrier, at the latest upon leaving the warehouse/factory, and in the event of default of acceptance by the Customer, upon notification of readiness for dispatch. Transport insurance shall be taken out only upon the Customer's express request and at the Customer's expense. The Customer is obliged to accept our deliveries and services. This shall also apply in the case of partial deliveries or if we have assumed additional services.

4. Retention of Title

All goods delivered by us, including their components, shall remain our unrestricted property until full payment has been received and shall be subject to segregation rights in the event of insolvency. The Customer shall bear the entire risk for goods subject to retention of title, in particular the risk of destruction, loss or deterioration. In the event of processing or combining the goods with third-party items, our ownership shall extend to the new item. We must be informed in writing of any third-party claims. Transfer to third parties is permitted only with our prior express written consent.

5. Offers and Conclusion of Contract

Offers are non-binding and subject to change unless expressly designated as binding. A contract shall only be concluded upon written order confirmation or delivery/performance. Technical details, descriptions, illustrations and brochures are non-binding unless expressly agreed otherwise.

6. Pricing

Unless otherwise agreed, our prices are quoted "Ex Works", excluding VAT, transport and shipping costs, packaging costs and the ARA collection and recycling fee pursuant to the licence fee under Regulation (EU) 2025/40 (PPWR) and the applicable national implementing provisions. The minimum order value is EUR 25.00. For orders with a value of less than EUR 200.00, a small-quantity surcharge of EUR 30.00 shall be charged. Our prices are based on the cost structure valid at the time of contract conclusion. We reserve the right to adjust our prices at our discretion in line with changes in cost factors relevant to pricing. Such price adjustments shall not give rise to any right of withdrawal.

Any additional deliveries and services not included in the offer shall be invoiced according to actual effort at the prices calculated or valid at the time.

7. Packaging Materials (Commercial Goods)

The Customer shall be responsible for independently verifying the suitability of the ordered packaging materials for the intended purpose. Samples, data sheets or specifications do not constitute warranted characteristics, except for conformity information legally owed pursuant to Regulation (EU) 2025/40 (PPWR). The information obligations under Section 18 remain unaffected. Production-related deviations (e.g. dimensions, colour, material thickness) within customary commercial tolerances shall be deemed contract-compliant.

8. Sale of Machinery

Machines shall be delivered in accordance with the agreed specifications. Unless otherwise agreed, assembly and test runs are not included in the price for deliveries of packaging machines and shall be invoiced according to actual effort based on our applicable rates. The Customer is responsible for ensuring compliance with all required operational prerequisites (e.g. power supply, compressed air, installation space, safety regulations). Commissioning/training shall take place only if expressly commissioned.

9. Assembly, Installation, Commissioning, Travel & Emergency Service

Scope of Services

Assembly, installation and commissioning services shall only be owed if expressly agreed or commissioned in writing. Unless otherwise agreed, the delivery of machines and systems does not include assembly, installation or commissioning.

Customer's Cooperation Obligations

At its own expense, the Customer shall ensure that all prerequisites for proper assembly and commissioning are fulfilled in due time, in particular:

- suitable and safe installation area / foundation / load-bearing capacity
- sufficient space and accessibility
- timely provision of power, compressed air, water, network etc. in accordance with specifications
- required official approvals and safety clearances
- provision of operating personnel or contact persons on site
- unrestricted access as well as loading and unloading facilities
- safe working conditions in accordance with applicable occupational safety regulations

Delays / Additional Costs

If assembly or commissioning cannot be carried out as planned for reasons attributable to the Customer (e.g. missing connections, missing approvals, lack of access), the Contractor shall be entitled to invoice waiting times, downtime, additional travel and extra costs separately and to reasonably postpone agreed dates. Additional expenses shall be deemed commissioned if they are necessary or expedient for performance.

Acceptance / Handover

Following successful assembly and/or commissioning, acceptance (handover protocol) may take place. If no written acceptance occurs, the service shall be deemed accepted at the latest when the Customer puts the machine/system into operation, uses it productively or refuses acceptance without stating substantial defects.

Training

Instruction or operator training shall be provided only if expressly agreed. Training shall be deemed completed once instruction has been carried out, even if not all Customer employees are present.

Functional Testing / Performance

Functional testing shall be carried out within the scope of technical feasibility and agreed parameters. No process, throughput or production guarantee is owed unless expressly agreed in writing.

10. Spare Parts

Spare parts shall be supplied to the best of our knowledge. The Customer is responsible for correct selection and compatibility unless written consultation/verification by the Contractor has been agreed. Minor deviations due to model changes or availability are permissible provided functionality and purpose are not materially impaired.

11. Service, Maintenance and Repair Services

Services shall be provided based on actual effort or pursuant to a separate agreement. Dates are non-binding unless expressly confirmed in writing. The Customer shall grant the Contractor free access to the machine/system and provide all necessary information. Waiting times, downtime or additional costs due to missing prerequisites (e.g. missing approvals, missing spare parts) shall be invoiced separately. If, during the service call, there are insufficient spare parts available to complete the work, a further appointment will be required. If this is the customer's responsibility, the costs for this follow-up appointment will be charged separately.

Hourly Rates / Invoicing

Unless otherwise agreed, assembly, commissioning and service services shall be invoiced based on actual effort. Invoicing shall be per technician and shall include in particular:

- working time on site
- travel time (outbound and return)
- waiting times not attributable to the Contractor
- documentation and setup times, where required

Travel Costs and Expenses

In addition to labour time, the following costs shall be charged to the Customer unless otherwise agreed:

- travel costs / mileage allowance or actual travel costs
- daily and overnight allowances
- parking, toll and other travel costs
- necessary transport and shipping costs for tools or spare parts

Billing shall be based on actual effort or the Contractor's applicable price list.

Emergency Service / Work Outside Normal Working Hours

Assignments outside normal working hours (e.g. evenings, nights, weekends or public holidays) as well as short-notice emergency services shall be subject to availability and separate agreement.

The Contractor is entitled to charge surcharges in accordance with the applicable price list.

There is no entitlement to emergency service or immediate availability.

Service Restrictions for Older Machines: The Contractor shall generally provide maintenance, repair and service services only for machines and systems whose commissioning or manufacturing date is not more than ten (10) years in the past. There is no entitlement to such services for machines and systems older than ten (10) years.

Goodwill Services: Support for machines and systems older than ten (10) years may be provided exclusively following prior review and express consent of the Contractor on a case-by-case basis. Such services are provided voluntarily and do not constitute an obligation for future services.

Spare Parts / Technical Feasibility: For machines and systems older than ten (10) years, availability of spare parts, technical documentation or compatible components may be limited or unavailable. The Contractor therefore assumes no warranty that a repair is technically feasible or can be carried out within a specific timeframe.

Exclusion of Functional Guarantee: Where service services are provided for machines and systems older than ten (10) years on a goodwill basis, they are provided without any functional or performance guarantee. Liability for achieving a specific result (e.g. restoration of full operational readiness) is excluded to the extent permitted by law.

12. Over- and Under-Deliveries, Partial Deliveries

Due to production-related reasons, minor over- or under-deliveries may occur for packaging materials. The Contractor is entitled to partial deliveries and partial services insofar as this is reasonable for the Customer.

13. Returns

Returns are only possible within seven (7) calendar days from receipt of the goods and require prior approval from GIGANT. The return must be registered by stating the order or invoice number as well as the reason for the return. A prerequisite for accepting returns is that the goods are unused, in perfect condition, and suitable for resale, and — where reasonable — are returned complete and undamaged in their original packaging. Goods that have been custom-made or individually configured are generally excluded from return. A handling fee will be charged for approved returns. Unless expressly agreed otherwise, the Customer bears the cost and risk of return shipping. After the 7-day period has expired, there is no entitlement to a return; however, in such cases, we will try to find an individual goodwill solution on a case-by-case basis.

14. Payment Terms

Unless otherwise agreed, payment terms for goods deliveries, spare parts deliveries and services of our service technicians are ten (10) days net, subject to a credit check by our credit insurer. Exceeding agreed payment deadlines entitles us to charge interest of 1% per month. Set-off against counterclaims — i.e. any offsetting against the invoice value of our delivery — is expressly excluded, as is the exercise of a right of retention without a legally binding title or based on claims arising from other legal transactions. It is further agreed that the purchase price or any outstanding partial payments shall become due no later than thirty (30) days after delivery or readiness for delivery, if delivery or installation is omitted or delayed for reasons not attributable to us.

15. ARA Licensing

Gigant Verpackungstechnik GmbH is registered under ARA licence number 80202. Unless expressly agreed otherwise in writing, compliance discharge or licensing is provided exclusively for those packaging items for which Gigant Verpackungstechnik GmbH itself acts as the obligated producer, distributor, or otherwise obligated party within the meaning of the applicable packaging and EPR (extended producer responsibility) provisions.

Where Gigant discharges packaging compliance obligations for customers, or assumes EPR obligations, under a separate service, licensing or compliance-discharge model, this shall require a separate written agreement.

In all other respects, the Customer remains responsible for those statutory registration, information, take-back, financing, packaging and EPR obligations that apply to it under the applicable national and EU law, in particular pursuant to Articles 41 to 43 of Regulation (EU) 2025/40 (PPWR).

16. Acceptance, Inspection Obligation and Notice of Defects

The Customer shall inspect deliveries and services without delay and give written notice of recognisable defects no later than within five (5) working days, failing which the delivery/service shall be deemed approved. Hidden defects must be reported in writing without delay upon discovery. In the event of transport damage, recognisable defects must be noted directly on the transport document and reported without delay.

For hidden conformity defects that can only be established through laboratory analysis, the date of receipt of the laboratory result shall be deemed the date of discovery.

17. Warranty and Liability

Warranty shall be provided by us exclusively for expressly warranted characteristics of our products/works and for customarily expected characteristics, but not for the suitability of the work/product for the Customer's specific purposes. Minor deviations of the delivered item (dimensions, weight, colours, etc.) shall not give rise to a warranty claim. The delivered items must be inspected without delay, at the latest within five (5) calendar days after handover, and defects must be reported in writing within this period — hidden defects within three (3) calendar days after discovery — with a precise description of the defects and evidence thereof. For machines, the warranty period shall commence upon final acceptance of the system by the Customer. If final acceptance is delayed by more than three months for reasons not attributable to us, the system shall be deemed accepted upon expiry of three months. In the case of a warranty claim, we are entitled to determine the type of remedy ourselves (repair, replacement, price reduction or rescission). Warranty generally includes the replacement of defective components, including their removal and installation by our technicians. Wear parts, as well as defects or damage due to improper operation or maintenance, are excluded from the warranty. Travel expenses and costs for meals and accommodation of technicians for an assignment within the scope of the warranty shall be borne by the Customer. Warranty claims require the exclusive use of GIGANT consumables and compliance with the prescribed service interval, and shall only exist where the proper use of the system is impaired by a defect that was present at the time of handover/acceptance of the system, and where the defect is reported to us in writing without delay after it occurs or is discovered, but in any event within the warranty period. Warranted characteristics within the meaning of Section 922(1) ABGB are only those expressly designated and warranted by us. Product descriptions, brochures and information (including those of a third-party manufacturer), etc., do not constitute warranted characteristics.

All warranty obligations shall be fulfilled in accordance with the pricing and delivery terms offered by us for services not covered by the statutory warranty obligation.

In no event shall we bear costs for (de-)installation, transport, etc. in this context, unless expressly agreed otherwise. If interventions are made to systems delivered by us without our prior written consent, all warranty claims shall lapse.

The Contractor shall not be liable for damage or delays resulting from insufficient or untimely cooperation by the Customer. This applies in particular to consequential damage caused by defects on the Customer's premises, faulty connections or unsuitable operating conditions.

Section 924 ABGB shall not apply. Warranty claims for reported defects must be asserted in court within six (6) months. Notice of defects does not release the Customer from its payment obligations. Our warranty obligation is conditional on the Customer having fulfilled all of its obligations, in particular having met its payment obligations and having raised the notice of defects in a timely and specified manner. If the costs of remedy are increased because the delivered item was moved to a place other than the place of performance, we shall not bear such additional costs. Unless we are guilty of intent or gross negligence, all claims for damages against us are excluded, including our liability for any degree of fault of our vicarious agents falling short of this threshold. Beyond Section 933a(2) ABGB, the burden of proving our (qualified) fault shall rest with the Customer from the commencement of the limitation period — also for all types of damage. Liability for consequential damage, production downtime, indirect damage or loss of profit is excluded except in cases of intent. These limitations of liability also apply in favour of employees, vicarious agents and subcontractors. The foregoing exclusions of liability do not apply in the case of personal injury. Claims for damages shall be time-barred within six (6) months.

In all cases permitted by law, our liability shall in any event be limited to the sum insured available under our liability insurance in the relevant case.

To the extent that mandatory liability, information or conformity obligations arise under Regulation (EU) 2023/1115 (EUDR), Regulation (EU) 2025/40 (PPWR) or other mandatory EU product safety and market surveillance law, such obligations shall take precedence over the foregoing provisions.

18. Regulatory Compliance – EUDR & PPWR

To the extent that the delivered goods or packaging are subject to the requirements of Regulation (EU) 2023/1115 (EUDR) or Regulation (EU) 2025/40 (PPWR), each party shall be independently responsible for fulfilling the obligations incumbent upon it under these provisions in its respective role. Evidence required shall be provided upon request.

19. Place of Performance, Jurisdiction, Applicable Law

The place of performance is exclusively our registered business address in Vienna, even if delivery to a different location has been agreed in an individual case. The place of jurisdiction is exclusively the competent court in Vienna.

Austrian law shall apply, excluding the conflict-of-law rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG). Amendments and supplements require written form. Should any provisions of these GTC be or become legally ineffective, invalid and/or void, this shall not affect the legal effectiveness and validity of the remaining provisions. In such a case, the ineffective, invalid and/or void provision shall be replaced by a provision that is legally effective and valid and that corresponds, as closely as possible and legally permissible, to the economic effect of the replaced provision.

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