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 businesses within the meaning of the Austrian Commercial Code (UGB) ("Customer"), unless otherwise agreed in writing. Any differing terms and conditions of the Customer shall apply only with our written consent. In the case of repeat orders, the GTC previously brought to the Customer's attention shall be deemed agreed, even if no express reference is made to them.

All quotations and cost estimates, as well as descriptions of services in brochures, advertisements or on our website, are non-binding and shall be understood solely as invitations to submit an offer; no guarantee is given as to the accuracy of cost estimates. All enquiries and offers shall become binding only upon our written confirmation.

2. Delivery Time, Default in Acceptance

The delivery times we specify are indicative and non-binding. Withdrawal from the contract is possible only after an additional period of at least eight weeks has been set in writing. The right of withdrawal applies only to the part of the delivery or service that is delayed. If the Customer fails to comply with agreed collection dates or acceptance obligations, all goods not accepted shall be invoiced.

The specified delivery times run from receipt of the order and clarification of all technical and commercial matters. We shall be obliged to perform only once the Customer has fulfilled all obligations necessary for delivery (e.g. receipt of the agreed advance payment). The delivery deadline shall be deemed met if, by its expiry, the goods have left our factory or, in the case of direct deliveries, the upstream supplier's factory, or if notification of readiness for dispatch has been given. Delivery may be delayed if project-related information or samples are provided late, where such samples are required by the manufacturer for testing or preliminary acceptance. We also reserve the right to delay performance if agreed advance or instalment payments are received late. Subsequent requests by the Customer for changes or additions shall extend the delivery time by a reasonable period. The same applies in the event of unforeseen obstacles beyond our control and/or that of our upstream supplier, such as force majeure, strikes, lockouts or delays in the supply of essential raw materials, materials or parts.

3. Delivery Terms / Dispatch

Unless otherwise agreed, delivery shall be "Ex Works" in accordance with Incoterms 2020. Risk shall pass to the Customer upon handover to the carrier, but no later than when the goods leave the warehouse/factory; in the event of the Customer's default in acceptance, risk shall pass upon readiness for dispatch. Transport insurance shall be arranged only at the Customer's express request and expense. The Customer is obliged to accept our deliveries and services. This also applies to partial deliveries or where we have undertaken to provide additional services.

4. Retention of Title

All items and their components supplied by us shall remain our unrestricted property until payment has been made in full and shall be subject to our right to recover them from the insolvency estate in the event of insolvency. The Customer shall bear all risks relating to goods subject to retention of title, in particular the risk of destruction, loss or deterioration. If the goods are processed, worked on or combined with items belonging to others, our ownership shall extend to the resulting new item. We must be informed in writing of any third-party claims. Likewise, transfer to third parties is permitted only with our prior express written consent.

5. Quotations and Formation of Contract

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

6. Pricing

Unless otherwise agreed, our prices are "Ex Works" and exclude VAT, transport and shipping costs, packaging costs and the ARA collection and recovery contribution based on the licence fee pursuant to Regulation (EU) 2025/40 (PPWR) and the applicable national implementing provisions. The minimum order value is €25.00. Orders with a value below €200.00 shall be subject to a small-order surcharge of €30.00. Our prices are based on the cost structure applicable at the time the contract is concluded. We reserve the right, at our discretion, to adjust our prices in line with changes in the costs relevant to price calculation. Such price adjustments shall not give rise to any right of withdrawal.

All additional deliveries and services not included in the quotation shall be invoiced on the basis of the quantities or services actually supplied, at the prices calculated or applicable at that time.

7. Packaging Materials (Goods for Resale)

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

8. Sale of Machinery

Machines shall be supplied in accordance with the agreed specifications. Unless otherwise agreed, assembly and test runs are not included in the price of packaging machines and shall be invoiced on the basis of the time and effort incurred at our applicable rates. The Customer is responsible for ensuring that all necessary operating requirements are met (e.g. electricity, compressed air, installation space, safety regulations). Commissioning/training shall be provided only if expressly ordered.

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

Scope of Services

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

Customer's Obligations to Cooperate

The Customer shall ensure, at its own expense, that all requirements for proper assembly and commissioning are met in good time, in particular:

- a suitable and safe installation area / foundation / load-bearing capacity;
- sufficient space and accessibility;
- timely provision of electricity, compressed air, water, network connections, etc., in accordance with the specifications;
- timely provision of the lifting equipment, lifting accessories and transport equipment required by the assembly or commissioning checklist, suitable for the type and weight of the machine or system and duly inspected (e.g. forklift or crane), including the necessary operating personnel, unless otherwise agreed in writing;
- the necessary official permits and safety approvals;
- provision of operating personnel or contact persons on site;
- unobstructed access for vehicles and loading and unloading facilities;
- safe working conditions in accordance with the applicable occupational health and 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, no access to the system), the Contractor shall be entitled to charge separately for waiting time, downtime, additional trips to site and additional costs, and to postpone agreed dates by a reasonable period. Additional work shall be deemed ordered if it is necessary or appropriate for performing the service.

If the conditions, auxiliary equipment or lifting and transport equipment provided by the Customer differ from the requirements of the assembly or commissioning checklist sent to the Customer in advance, the Contractor shall be entitled to charge separately for the resulting additional expenditure. This includes, in particular, waiting time and downtime, additional working and travel time, and the procurement or provision of suitable lifting equipment, lifting accessories and transport equipment. Charges shall be based on the time and effort actually incurred or on the rates agreed or communicated to the Customer, insofar as the deviation is attributable to the Customer.

Acceptance / Handover

Following successful assembly and/or commissioning, formal acceptance may take place (handover report). If no written acceptance takes place, the service shall be deemed accepted at the latest when the Customer puts the machine/system into operation, uses it in production or refuses acceptance without identifying material defects.

Training

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

Functional Testing / Performance Outcome

Functional testing shall be carried out within the limits of the technical capabilities and the agreed parameters. No further process, throughput or production guarantee shall be owed unless expressly promised 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 advice/testing by the Contractor has been agreed. Minor deviations due to model changes or availability are permitted, provided that function and purpose are not materially impaired.

11. Service, Maintenance and Repair Services

Service work shall be performed on the basis of the time and effort incurred or in accordance with a separate agreement. Dates are non-binding unless expressly confirmed in writing. The Customer shall provide the Contractor with unrestricted access to the machine/system and all necessary information. Waiting time, downtime or additional costs resulting from unmet requirements (e.g. missing approval, missing spare parts) shall be charged separately. If insufficient spare parts are available during the visit to complete the work in full, a further appointment shall be required. If this is the Customer's responsibility, the costs of this follow-up appointment shall be charged separately.

Special Safety Requirements at the Work Site

If repair, maintenance or other service work at the Customer's site is subject to safety regulations or requirements that go beyond the generally applicable statutory occupational health and safety provisions, the Customer shall inform our personnel of these requirements in good time and in an appropriate manner before work begins and provide the corresponding instruction.

The Customer shall ensure that the necessary instruction is provided in good time before work begins and that our personnel have all information and instructions necessary to carry out the work safely.

Delays, waiting time or interruptions caused by the failure to provide required information or instruction in good time, or by customer-specific safety requirements delaying the work, shall not fall within our responsibility. Agreed performance and completion dates shall be extended accordingly. The Customer may be charged for any resulting reasonable additional costs and expenditure.

Time-Based Billing / Charges

Unless otherwise agreed, assembly, commissioning and service work shall be invoiced on the basis of the time and effort actually incurred.

Billing shall be per technician and shall include, in particular:

- working time on site;
- travel time (outward and return journeys);
- waiting time, unless attributable to the Contractor;
- documentation and preparation time, where necessary.

Travel Costs and Expenses

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

- travel costs / mileage allowance or actual travel expenses;
- daily subsistence and overnight allowances;
- parking, tolls and other travel expenses;
- necessary transport and shipping costs for tools or spare parts.

Charges shall be based on actual expenditure or the Contractor's applicable price list.

Emergency Service / Work Outside Normal Working Hours

Work outside normal working hours (e.g. evenings, nights, weekends or public holidays) and emergency services requested at short notice shall be provided only subject to availability and separate agreement.

The Contractor shall be entitled to charge surcharges for such work in accordance with the applicable price list.

There is no entitlement to emergency service or immediate availability.

Service Restrictions for Older Machines: As a general rule, the Contractor shall provide maintenance, repair and service work only for machines and systems whose commissioning or manufacture date is no more than 10 years ago. There is no ent-

itlement to maintenance, repair or service work for machines and systems more than 10 years old.
Goodwill Services: Support for machines and systems more than 10 years old may be provided only following a prior assessment and the Contractor's express consent in the individual case. Such services are provided voluntarily and do not create any obligation to provide future services.
Spare Parts / Technical Feasibility: For machines and systems more than 10 years old, the availability of spare parts, technical documentation or compatible components may be limited or may no longer exist. The Contractor therefore gives no warranty that a repair is technically feasible or can be completed within a specific period.

Exclusion of Functional Guarantee: If service work is carried out on machines and systems more than 10 years old as a goodwill arrangement, it shall be provided without any guarantee of functionality or successful outcome. Liability for achieving a specific result (e.g. restoring full operational readiness) is excluded to the extent permitted by law.

12. Excess Deliveries, Short Deliveries and Partial Deliveries

For production-related reasons, minor excess or short deliveries of packaging materials may occur. The Contractor shall be entitled to make partial deliveries and provide partial services, insofar as this is reasonable for the Customer.

13. Returns

Returns are permitted only within 7 calendar days of receipt of the goods and require GIGANT's prior consent. A return request must state the order or invoice number and the reason for the return. Returns shall be accepted only if the goods are unused, in perfect and saleable condition and returned complete and undamaged in their original packaging, where reasonably practicable. Goods manufactured or configured to customer specifications are generally excluded from return. A handling fee shall be charged for approved returns. The Customer shall bear the costs and risk of return transport unless expressly agreed otherwise. After the 7-day period has expired, there is no entitlement to return the goods; however, in such cases we shall endeavour to find an individual goodwill solution on a case-by-case basis.

14. Payment Terms

Unless otherwise agreed, payment for deliveries of goods, deliveries of spare parts and services provided by our technical service department shall be due within 10 days, net, subject to a credit check by our trade credit insurer. Failure to comply with agreed payment deadlines shall entitle us to charge interest at 1% per month. Set-off against counterclaims, i.e. any offset against the invoiced value of our delivery, is expressly excluded, as is the exercise of a right of retention without a final and binding enforceable title or on the basis of claims arising from other legal transactions. It is further agreed that the purchase price or all outstanding instalments shall become due no later than 30 days after delivery or readiness for delivery if delivery or installation does not take place or is 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, the discharge of packaging compliance obligations or licensing shall apply exclusively to packaging for which Gigant Verpackungstechnik GmbH itself acts as an obligated manufacturer, an entity placing packaging on the market or another obligated party within the meaning of the applicable packaging and extended producer responsibility (EPR) regulations.

If Gigant discharges packaging compliance obligations for customers under a separate service, licensing or compliance scheme, or assumes EPR obligations, a separate written agreement is required.

In all other respects, the Customer shall remain responsible for any statutory registration, information, take-back, financing, packaging and EPR obligations incumbent upon it under the applicable national and EU legislation, in particular Articles 41 to 43 of Regulation (EU) 2025/40 (PPWR).

16. Acceptance, Duty to Inspect and Notification of Defects

The Customer shall inspect deliveries and services without delay and notify us in writing of any apparent defects no later than five (5) working days thereafter; otherwise, the delivery/service shall be deemed approved. Hidden defects shall be notified in writing without delay after discovery. In the event of transport damage, apparent defects must be recorded directly on the transport document and reported without delay.

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

17. Warranty and Damages

We provide a warranty exclusively for expressly warranted characteristics of our products/works and for characteristics ordinarily expected, but not for the suitability of the works/product for the Customer's particular purposes. Minor deviations in the goods supplied (dimensions, weight, colours, etc.) shall not give rise to a warranty claim. The goods supplied must be inspected without delay, but no later than within 5 calendar days of handover, and defects must be notified in writing within that period; hidden defects must be notified within 3 calendar days of discovery, with a precise description and evidence of the defects. For machines, the warranty period shall begin 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 event of a warranty claim, we shall be entitled to determine the form of remedy ourselves (repair, replacement, price reduction or rescission). As a general rule, the warranty includes replacement of defective components, including their removal and installation by our technicians. Wear parts and defects or damage caused by improper operation or maintenance are excluded from the warranty. The Customer shall bear travel expenses and the costs of meals and accommodation for technicians attending under the warranty. Warranty claims require the exclusive use of GIGANT consumables and compliance with the prescribed service interval. Such claims shall be valid only if normal use of the system is impaired by a defect that exists or existed at the time of handover/acceptance of the system and if we are notified of the defect in writing without delay after it arises or is discovered, and in any event within the warranty period.

Warranted characteristics within the meaning of Section 922(1) of the Austrian General Civil Code (ABGB) are only those expressly identified and promised by us. Product descriptions, brochures and information (including those of a third-party manufacturer), etc., shall 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. Under no circumstances shall we bear costs of assembly, disassembly, transport, etc., in this connection unless expressly agreed otherwise. If any interventions are made to systems supplied by us without our prior written consent, all warranty claims shall lapse.

The Contractor shall not be liable for damage or delays caused by the Customer's inadequate or untimely fulfilment of its obligations to cooperate. This applies in particular to consequential damage arising from defects in site preparations, faulty connections or unsuitable operating conditions.

Section 924 ABGB shall not apply. Warranty rights relating to notified defects must be asserted in court within 6 months. Notification of defects does not release the Customer from its payment obligation. Our warranty obligation is conditional upon the Customer having fulfilled all its obligations, in particular its payment obligations, and having submitted a timely and sufficiently specific notification of defects.

If the costs of repair are increased because the goods supplied have been moved to a location other than the place of performance, we shall not bear these additional costs.

Unless we have acted intentionally or with gross negligence, all claims for damages against us are excluded, including our liability for any lesser degree of fault on the part of persons engaged by us to perform our obligations. Beyond the provisions of Section 933a(2) ABGB, the Customer shall bear the burden of proving our intentional misconduct or gross negligence from the start of the limitation period; this applies to all types of damage. Liability for consequential damage, production downtime, indirect damage or loss of profit is excluded except in cases of intentional misconduct. The limitations of liability also apply for the benefit of employees, persons engaged to perform our obligations and subcontractors. The foregoing exclusions of liability shall not apply in cases of personal injury. Claims for damages shall become time-barred within 6 months.

In all cases permitted by law, our liability shall in any event be limited to the amount of liability insurance coverage available for the particular incident.
Any mandatory liability, information or conformity obligations under Regulation (EU) 2023/1115 (EUDR), Regulation (EU) 2025/40 (PPWR) or other mandatory EU product safety and market surveillance legislation shall take precedence over the foregoing provisions.

18. Regulatory Compliance – EUDR & PPWR

Insofar as the goods or packaging supplied are subject to the requirements of Regulation (EU) 2023/1115 (EUDR) or Regulation (EU) 2025/40 (PPWR), each contracting party shall independently fulfil the obligations incumbent upon it under those regulations in its respective role. The required supporting evidence shall be provided upon request.

19. Place of Performance, Jurisdiction and Applicable Law

The exclusive place of performance shall be our business address in Vienna, even if delivery to another location has been agreed in an individual case. Exclusive jurisdiction shall lie with the court in Vienna having subject-matter jurisdiction.
Austrian law shall apply, excluding the conflict-of-law rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
Amendments and additions must be made in writing. If any provisions of these GTC are or become legally ineffective, invalid and/or void during their term, this shall not affect the legal effectiveness and validity of the remaining provisions. In such a case, the legally ineffective, invalid and/or void provision (or the provision that has become legally ineffective, invalid and/or void) shall be replaced by a legally effective and valid provision whose economic effect corresponds to that of the replaced provision to the greatest extent possible and legally permissible.

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