

General Terms of Delivery for Machines

1. Validity of Offers

Offers are subject to examination of customer's on-site situation, samples, technical amendments and error.

2. Delivery Period

Delivery time becomes effective after receipt of the confirmed order and technical and commercial clearance. Delivery periods will be extended for late receipt of relevant information and samples, especially if these are necessary for test-runs or preliminary acceptance. We reserve the right to an extended delivery period for late receipt of partial or down payments.

3. Delivery Condition

Unless otherwise agreed, delivery will be ex works.

4. Reservation of Title

We reserve the title to all goods delivered until all payments have been settled completely. Information about third party claims has to be provided in writing. Any transfer to third parties is subject to our prior written approval.

5. Pricing

Prices do not include VAT, road charges, packaging costs or any disposal fees for packaging (i.e. ARA). Any additional deliveries and services, that were not included in our offer, will be charged according to applicable and effective prices.

6. Conditions of Payment

Conditions of payment are subject to clearance by a commercial credit insurance. Unless otherwise agreed conditions of payment are as follows: 10 days net for delivery of goods, spare parts and other machinery related services. Exceeding agreed period of payment allowed entitles us to charge 1% interest per month. Setoff against counterclaims, i.e. any offsetting against the invoice value of our delivery, is excluded. Furthermore, it is agreed that the purchase price or all outstanding partial payments are due at the latest 30 days after delivery or readiness for delivery, if the delivery or installation is not carried out or is delayed for reasons for which we are not responsible.

7. Coordination of Project

- The customer and we shall each appoint a responsible person for the execution of the order.
- All agreements and promises that go beyond our order confirmation require our written confirmation and are not binding without this confirmation.
- Our offers and order confirmations have a conclusive character. All previous verbal promises and documents are replaced by the present terms of delivery.
- The client is obliged to forward all project-relevant information to us without delay. This information is binding for the client

8. Layouts

Layout provided by GIGANT are considered as guidance levels and show estimations of machinery dimension. These lay-outs are not considered as mechanical drawings.

9. Services to be provided by the customer

- Execution of necessary civil works before date of delivery. In particular, the customer shall be responsible for the load-bearing capacity of the ground and subsoil in the installation area of the machines supplied by us. If necessary and unless otherwise agreed, the machines shall be fastened with standard tie rods. The installation site of the equipment shall be made available for the installation free and clean swept.
- If necessary, the customer shall provide a layout of the installation area with binding dimensions and interface details.
- Unloading and in-house transportation of machinery and equipment to installation area finalised before start of installation.
- Positioning of machinery and equipment according to instructions by us.
- Provision of the necessary installation aids (forklift, platform, etc.) for the entire installation period.
- Establishment of the ready-to-operate connections to the power supplies (electricity and possibly compressed air) including the necessary protective equipment for all devices and system parts included in our scope of delivery.
- Establishment of operational readiness and provision of the required signals on potential-free contacts (changeover contacts) of all devices and system parts that are required for the proper functioning of the system and are not included in our scope of delivery.
- Ensuring that the ambient conditions (temperature, humidity, dust, etc.) required for operation of the machine(s) are maintained at the installation site. Unless otherwise specified, the ambient temperature must be in the range between +5°C and 40°C.
- In case of need of product samples for testing purposes, the customer will provide free of costs the respective quantity to the manufacturer of the machinery. We will not take responsibility for quantity or condition of samples returned.
- In case machinery delivered by us is part of a complete unit, the customer is responsible for start-up of the unit, especially for all safety-related issues of integration of machinery.

10. Pre-inspection on manufacturer's site

If agreed, the pre-inspection of the equipment takes place at the manufacturer's plant in the presence of customer's representative. Machinery will be inspected in terms of effect and capacity. Shipping will only be carried out after customer's approval. Costs for pre-inspection are included in the sales price. Travel and accommodation expenses for the client's representative shall be borne by the client.

11. Installation, test-run

If fixed prices are agreed for installation and test run or if these services are included in the price of the machine(s), these prices

presuppose that the services are provided within normal working hours, i.e. Mon. - Thurs. 7:30 a.m. - 4:30 p.m., Fri. 7:30 a.m. - 12:00 p.m., and are carried out on consecutive working days without interruption (apart from the statutory work breaks). Overtime, working at night, at weekend and work on public holidays shall be charged to our effective rates according to actual occurrence.

12. Final inspection by customer

Straight after installation, test-run and evidence of conformity during one day, customer will carry out the final inspection. The result will be confirmed in writing.

13. Instruction

Instruction for machinery will be carried out on site during installation and test-run by technicians of manufacturer or our technical service, preferably in the presence of customer's personnel for technical service. In case additional training is necessary, this will be charged according to our effective rates.

14. Warranty

The warranty begins with the final acceptance of the system by the client. If the final acceptance is delayed by more than three months for reasons for which we are not responsible, the system is deemed to have been accepted after three months.

§ 924 ABGB shall not apply.

The right to warranty for reported defects must be asserted in court within 6 months.

The warranty covers the replacement of defective components including their removal and installation by our technicians. Excluded from the warranty are wearing parts and defects or damage due to improper operation or maintenance.

Travel expenses as well as costs for board and lodging of the technicians for an assignment within the scope of the warranty shall be borne by the customer.

Warranty claims shall be subject to the exclusive use of GIGANT consumables and compliance with the prescribed service interval and shall only be justified if the proper use of the system is impeded by a defect that is or was present at the time of handover/acceptance of the system and the defect is reported to us in writing immediately after it occurs or is discovered, but in any case within the warranty period.

All warranty obligations shall be fulfilled in accordance with the pricing and delivery conditions offered by us for services that are not covered by the statutory warranty obligation. Under no circumstances will we bear costs for (dis)assembly, transport, etc. in this context, unless expressly agreed otherwise.

If interventions are made to the systems supplied by us without our prior written consent, all warranty claims shall be void.

15. Liability, compensation

Unless we are guilty of intent or gross negligence, all claims for damages against us are excluded, including our liability for any negligence of our vicarious agents that is less than this intensity. In addition to Section 933a Paragraph 2 ABGB, the customer has proof of our (qualified) fault from the start of the limitation period - this also applies to all types of damage. Liability for consequential damage or lost profit is excluded, except in the case of intent.

The foregoing exclusions of liability do not apply in the event of personal injury.

Claims for damages become time-barred within 6 months.

The above exclusions of liability do not apply in the case of personal injury.

16. Place of Performance, Court of Jurisdiction, applicable law

Place of performance is exclusively Vienna, even if delivery to another place has been agreed in individual cases. The place of jurisdiction shall be exclusively the competent court in Vienna.

Austrian law shall apply to the exclusion of the conflict-of-law rules. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

17. Other Delivery Conditions

Our general terms and conditions of business shall apply in addition. In the event of contradictions, these general delivery conditions for machines take precedence.

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