

## General Terms and Conditions

### 1. General

Our General Terms and Conditions („GTC“) shall apply, unless otherwise agreed in writing. Differing terms and conditions of the customer shall not be accepted unless we have expressly agreed to their application in writing. In the case of repeated orders, the GTC once acknowledged shall be deemed agreed, even if no express reference is made to them. All offers and cost estimates as well as descriptions of services in brochures, advertisements or on our website are subject to change without notice and without binding effect and are to be understood merely as an invitation to submit an offer; no guarantee is assumed for the correctness of the cost estimate. All enquiries and offers are not binding unless confirmed by us in writing.

### 2. Delivery time, default of acceptance

The delivery times indicated by us are indicative only and not binding. Withdrawal from the contract is only possible after a period of grace of at least eight weeks has been granted in writing. The right of withdrawal shall only apply to that part of the delivery or service in respect of which default has occurred. If the customer does not observe agreed collection dates or acceptance obligations, all goods not accepted will be invoiced

The delivery time indicated shall start from the date the order has been received by us and all technical and commercial matters have been clarified. We shall not be obliged to perform until the customer has fulfilled all his obligations required for delivery (e.g. receipt of the agreed down payment). The delivery time shall be deemed complied with if the item to be delivered has left our works or, in the case of direct deliveries, the works of the upstream supplier, or readiness for dispatch has been notified by the time the delivery time expires. The delivery time may be delayed in the event of late handover of project-relevant information or of samples if these are required by the manufacturer for tests or for preliminary acceptance. We also reserve the right to delay the provision of services in the event of late receipt of agreed down payments or partial payments. Subsequent requests for changes and additions by the customer shall extend the delivery time appropriately. The same applies in the event of unforeseen hindrances outside our sphere and/ or that of our upstream supplier, such as force majeure, strike, lockout, delay in the delivery of essential raw materials, materials or parts.

### 3. Delivery condition

Unless otherwise agreed, „Ex Works“ in accordance with Incoterms 2020 shall be deemed agreed.

### 4. Reservation of title

All items delivered by us and its parts shall remain our unrestricted property until full payment has been made and shall be subject to the right of segregation in the event of insolvency. The customer shall bear the entire risk for the reserved goods, in particular for the risk of destruction, loss or deterioration. In the event that the goods are processed or combined with third-party items, our ownership shall extend to the new item. We must be informed in writing of any claims by third parties. Likewise, transfer to third parties is only permitted with our prior express and written consent.

### 5. Pricing

Unless otherwise agreed, our prices are „Ex Works“, excluding: VAT, truck toll, costs for packaging and ARA collection and recycling contribution according to the Packaging Ordinance. The minimum order value is € 25.00. If the order value is less than € 200.00, a small order surcharge of € 30.00 will be charged. Our prices are based on the cost structure valid at the time of conclusion of the contract. We reserve the right to adjust our prices at our discretion to the development of the costs that are decisive for the calculation of prices. No right of withdrawal may be asserted on the basis of such price adjustments. All additional deliveries and additional services not provided for in the offer shall be invoiced according to actual occurrence at the prices calculated or valid at that time.

### 6. Excess and short deliveries

In the case of packaging materials, there may be minor excess or short deliveries for technical production reasons.

### 7. Shipping

Unless otherwise agreed, we deliver within Austria DDP according to Incoterms 2020 to one delivery address per order, otherwise uninsured for the account and risk of the recipient. The customer is obliged to accept our deliveries and services. The risk shall pass to the customer as soon as the delivery item has been handed over to the forwarder or other shipping person, in the event of default of acceptance on the part of the customer as of readiness for shipment. This shall also apply if partial deliveries are made or we have assumed other services.

### 8. Terms of payment

Unless otherwise agreed, 10 days net shall apply to deliveries of goods, spare parts deliveries and services provided by our service technicians, subject to a credit check by our credit insurance. Exceeding agreed payment deadlines entitles us to charge 1% interest per month. Offsetting with counterclaims, i.e. any set-off 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 on the basis of claims from other legal transactions. It is further agreed that the purchase price or any outstanding partial payments shall be due no later than 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.

### 9. ARA licensing

With our ARA licence number 80202, the overpacking is exempt from duty, the goods themselves only if a service contract is concluded.

### 10. Assembly, test run for packaging machines

Unless otherwise agreed, assembly and test run are not included in the price for deliveries of packaging machines and will be invoiced according to our applicable charging rates.

### 11. Warranty and damages

We provide warranty exclusively for expressly warranted characteristics of our products/works and for characteristics normally expected, but not for the suitability of the work/product for specific purposes

of the customer. Minor deviations of the delivery item (dimensions, weight, colours, etc.) do not constitute grounds for a warranty claim. The delivery items are to be inspected immediately, at the latest, however, within 5 calendar days after their handover and defects are to be reported in writing within this period, hidden defects within 3 calendar days after their discovery, with a precise description of the defects and the provision of proof of the defects. In the case of machines, the warranty period begins with the final inspection of the installation by the customer. If the final inspection is delayed by more than three months for reasons for which we are not responsible, the installation shall be deemed to have been accepted after the expiry of three months. In the case of warranty, we shall be entitled to determine the type of warranty (repair, replacement, price reduction or cancellation) ourselves. In principle, the warranty covers the replacement of defective components including their removal and the installation of non-defective components by our technicians. Wear parts and defects or damage due to improper operation or maintenance are excluded from the warranty. 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 are subject to the exclusive use of GIGANT consumables and compliance with the prescribed service interval and are only justified if the proper use of the installation is impeded by a defect that is or was present at the time of handover/ acceptance of the system and we are notified of the defect in writing immediately after it occurs or is discovered, but in any case within the warranty period. Warranted characteristics within the meaning of § 922 (1) ABGB (Austrian Civil Code) are only those that are expressly identified and promised by us. Product descriptions, brochures and specifications (or of a third party manufacturer) etc. are not deemed to be warranted characteristics. 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 assume costs for (dis)assembly, transport, etc. in this context, unless expressly agreed otherwise. If any tampering is carried out on installations supplied by us without our prior written consent, all warranty claims shall lapse. § 924 ABGB does not apply. The right to claim warranty for notified defects must be asserted in court within 6 months. The notification of defects does not relieve the customer from his payment obligation. Our warranty obligation is subject to the customer having fulfilled all his obligations, in particular his payment obligations, and having notified the defect in due time and in a specified manner. If the costs of the repair are increased because the delivery item has been taken to a place other than the place of performance, we shall not have to bear these additional costs. Unless a damage has been caused by intent or gross negligence on our part, all claims for damages against us shall be excluded, including our liability for any fault of our performing agents that is below this degree of fault. Beyond § 933a para. 2 ABGB, the customer shall bear the burden of proof for our (qualified) fault already from the beginning of the limitation period. This shall apply to all types of damage. Liability for consequential damage or loss of profit shall be excluded except in the case of intent. The above exclusions of liability shall not apply in the event of personal injury. Claims for damages shall become time-barred within 6 months. In all legally permissible cases, our liability shall in any case be limited to the sum insured under the liability insurance available in the respective event

## 12. Place of performance, jurisdiction, applicable law

The place of performance is exclusively our business address in Vienna, even if delivery to another place has been agreed in individual cases. Any disputes arising from this contract shall be settled exclusively by the court in Vienna having subject matter jurisdiction. Austrian law shall apply to the exclusion of the conflict of law rules of private international law and the UN Convention on Contracts for the International Sale of Goods. Should any provisions of these GTC be legally ineffective, invalid and/or void or become so in the course of their duration, this shall not affect the legal effectiveness and validity of the remaining provisions. In this case, the legally ineffective, invalid and/or void provision (the provision that has become legally ineffective, invalid and/or void) shall be replaced, as far as possible and legally permissible, by a provision that is legally effective and valid and comes closest in its economic effect to the replaced provision.

Version of June 2023