

Sales and Delivery Terms

General Terms and Conditions (GTC)

of

HELIOLITH eU (hereinafter “HELIOLITH”)

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1. Scope of Application

All deliveries, services and offers of HELIOLITH are made exclusively on the basis of these Terms and Conditions. Any terms and conditions of the contractual partner that conflict with or deviate from these Terms and Conditions shall not be recognised unless HELIOLITH has expressly agreed to their validity in writing.

Performance of the contract by HELIOLITH shall not constitute acceptance of any contractual terms deviating from these Terms and Conditions.

Any use of the delivered goods shall be at the sole responsibility of the contractual partner. The supplier shall not be liable for the suitability of the goods for the purposes intended by the contractual partner.

2. Prices

All product prices stated in HELIOLITH's offers are in EUR and are subject to the positions underlying the offer remaining unchanged.

Prices are quoted ex works, excluding installation, packaging, freight, postage, insurance and any other shipping costs, which shall be charged separately.

Orders for which no fixed prices have been expressly agreed shall be invoiced at the list prices valid on the date of delivery. Current price lists are available upon request.

Subsequent changes requested by the contractual partner shall be charged additionally.

If technical difficulties arise during delivery or installation which are not attributable to the supplier, HELIOLITH shall be entitled, following prior consultation with the contractual partner, to charge the additional costs incurred.

3. Offers

All offers are non-binding and relate to goods of customary commercial quality.

Deviations must be expressly confirmed in writing.

Documents accompanying offers (such as drawings, illustrations, weight specifications and other measurements) are approximate only, unless expressly designated as binding by HELIOLITH.

4. Acceptance of Orders

All orders are executed on the basis of these Terms and Conditions.

A purchase contract shall only come into existence upon HELIOLITH's written order confirmation or, if such confirmation is waived, upon delivery of the goods.

Any declarations, notices or other communications addressed to HELIOLITH (except for notices of defects) shall only be legally valid if made in writing, including original signature or secure electronic signature.

5. Delivery Period and Acceptance Date

All stated delivery dates are non-binding.

HELIOLITH shall not be liable for delays attributable to manufacturers or distribution partners. The contractual partner shall not be entitled to claim damages or withdraw from the contract on this basis.

The invoice date shall be the date of notification of readiness for collection (in the case of self-collection) or the date of dispatch by HELIOLITH.

Upon notification that the ordered goods are ready for dispatch or collection, the contractual partner shall collect the goods within 30 days.

If the goods are not collected within this period, HELIOLITH shall be entitled to store them at the contractual partner's expense and risk, invoice the storage costs and declare the total contract amount due and payable.

In the event of default of acceptance, the seller may exercise its statutory rights.

A contractual penalty of 50% of the order value is agreed in the event of default of acceptance by the contractual partner. This penalty shall not constitute liquidated damages in lieu of performance and shall be subject to judicial moderation if disproportionate.

Subsequent amendments or additions requested by the customer shall not automatically extend the delivery period proportionately but shall be adjusted according to the current order situation. The customer shall receive written confirmation of any changes, including the revised delivery date, where applicable.

6. Transfer of Risk upon Dispatch

Goods are dispatched at the contractual partner's expense.

HELIOLITH shall be entitled to determine the method of shipment and type of packaging.

The transfer of risk, responsibility and liability shall be in accordance with the agreed INCOTERM 2010. This shall also apply to partial deliveries.

In the case of self-collection, risk shall pass upon handover, or in the event of default of acceptance, from the date of such default.

7. Delivery and Determination of Weight

Goods are sold and delivered according to the weight or dimensions determined by HELIOLITH.

Over- or under-deliveries and deviations in dimensions, weight or quality are permissible within customary commercial tolerances.

8. Payment

Invoices shall be paid strictly net in accordance with the agreed due date and value date.

If these payment terms cannot be complied with, delivery personnel or authorised agents are instructed to return the goods at the customer's expense and to redeliver them at a mutually agreed time.

In the event of default in payment, even if not attributable to fault, the contractual partner shall reimburse all reminder and collection costs incurred by HELIOLITH, provided such costs are necessary for appropriate legal enforcement and proportionate to the claim.

If a debt collection agency is engaged, the contractual partner shall reimburse the statutory maximum fees.

If HELIOLITH conducts its own reminder process, the debtor shall pay EUR 25.00 per reminder plus EUR 20.00 per six months for administrative monitoring of the debt.

Furthermore, any additional damage shall be compensated, including higher interest charges incurred on HELIOLITH's credit facilities due to non-payment.

In the event of default, HELIOLITH shall be entitled to charge default interest at a rate of 10 percentage points above the base interest rate per annum. The right to claim higher proven damages remains unaffected.

Different payment terms shall only apply if agreed separately in writing.

Cash-on-delivery charges shall be borne by the contractual partner.

Deliveries abroad shall only be made against advance payment.

In the event of non-compliance with payment terms, HELIOLITH shall be released from further delivery or performance obligations and shall be entitled to withhold outstanding deliveries, demand advance payment or security, or withdraw from the contract.

Discount deductions shall only be granted if agreed in writing in advance.

9. Special Provisions for Installation and Service Work

Preparation time and waiting time not attributable to the supplier shall be considered working time.

If installation, completion, commissioning or service activities are delayed due to circumstances within the contractual partner's sphere of responsibility, the contractual partner shall bear the resulting costs (e.g. storage, waiting times, additional travel and transport expenses).

The contractual partner shall, at its own expense, ensure compliance with all official requirements.

If authorities require follow-up inspections or revisions, the related costs shall be borne by the customer.

The customer shall be responsible for making all necessary notifications to authorities and obtaining required permits, in particular building permits and specific electrical installation approvals.

10. Retention of Title

All goods delivered remain the property of HELIOLITH until full payment of the purchase price, including expenses, transport costs and interest.

In the event of default of payment, HELIOLITH shall be entitled to repossess the goods without this constituting withdrawal from the contract.

Upon repossession, HELIOLITH may charge reasonable transport and handling costs amounting to 15% of the order value.

The contractual partner hereby assigns to HELIOLITH, as security for payment, all claims against third parties arising from resale or processing of the delivered goods.

In the event of combination or mixing with other goods, HELIOLITH shall acquire co-ownership in proportion to the value of the retained goods.

If goods are processed under a works contract, the contractual partner assigns its claim to a proportionate share of the contract price.

HELIOLITH shall be entitled to demand disclosure of assigned claims, notify third parties

of the assignment and collect such claims directly.

In the event of insolvency proceedings, these retention of title provisions shall remain in effect and bind the insolvency administrator.

11. Warranty

Customary or minor technical deviations from the original order shall not constitute defects and shall not give rise to warranty claims, rescission or price reduction.

The same applies to designated test positions or discounts exceeding 45%.

The contractual partner confirms that the technical feasibility of installation was verified prior to placing the order.

In business-to-business transactions, HELIOLITH may satisfy warranty claims at its discretion by repair, replacement or price reduction.

The contractual partner must prove that the defect existed at the time of delivery.

Goods must be inspected immediately upon delivery. Obvious defects must be notified in writing within 7 calendar days. Hidden defects must be notified immediately upon discovery.

Failure to notify defects in due time shall result in the goods being deemed accepted.

The warranty period is 6 months for movable goods and 1 year for immovable goods.

In consumer transactions, statutory provisions apply. The inspection and notification obligation does not apply, and the burden of proof shifts after 6 months. The warranty period is 2 years for movable goods and 3 years for immovable goods.

12. Impossibility of Delivery or Performance

In the event of complete or partial impossibility not attributable to the supplier, claims for damages for non-performance are excluded.

If delivery becomes impossible due to unforeseeable circumstances beyond the supplier's control, HELIOLITH shall be released from its obligations.

If impossibility occurs during default of acceptance or due to fault of the customer, the customer remains obliged to provide consideration.

13. Damages

In business transactions, HELIOLITH shall only be liable for damages other than personal injury if gross negligence can be proven.

Claims for damages shall become time-barred 6 months after knowledge of the damage and the injuring party, and in any case 5 years after delivery or performance.

In consumer transactions, liability for slight negligence is excluded, except in cases of personal injury or damage to items accepted for processing.

Force majeure and its consequences shall release HELIOLITH from delivery obligations.

Claims for damages on this basis are excluded.

14. Product Liability

Any recourse claims under the Austrian Product Liability Act (PHG) are excluded unless the claimant proves that the defect originated within HELIOLITH's sphere and was caused by at least gross negligence.

15. Place of Jurisdiction (Business Transactions Only) and Applicable Law

In business transactions, the competent court at HELIOLITH's registered office shall have exclusive jurisdiction.

HELIOLITH shall, however, be entitled to bring proceedings at the contractual partner's general place of jurisdiction.

Austrian law shall apply.

16. Severability Clause

If any provision of these Terms and Conditions is or becomes invalid, the validity of the remaining provisions shall remain unaffected.

The invalid provision shall be replaced by a valid provision that most closely reflects its economic intent.

17. Legal Effect

These Sales and Delivery Terms form an integral part of all purchase and delivery contracts concluded by HELIOLITH.

Any deviations require express written confirmation and shall apply only to the specific individual transaction.

18. Contract Language

All product-related information shall be provided in German.

Any translations into other languages are non-binding service translations provided by HELIOLITH.

This version of the HELIOLITH General Terms and Conditions has been valid since 8th November 2018.