



General Terms and Conditions of GREEN LEGACY GmbH

1. General information / scope of application

- 1.1. All legal transactions between GREEN LEGACY GmbH (GREEN LEGACY) and the customer(s) (CUSTOMER) shall be governed exclusively by these General Terms and Conditions (GTC). The version valid at the time of conclusion of the contract shall apply.
- 1.2. These GTC shall also apply to all future orders, contracts, deliveries and other services, even if no express reference is made to them.
- 1.3. Any provisions deviating from or supplementing these GTC, in particular the CUSTOMER's general terms and conditions or general purchasing terms, shall not become part of the contract unless they are expressly accepted by GREEN LEGACY in writing.

2. Offer and conclusion of contract

- 2.1. Our offer is non-binding and is subject to availability. We reserve the right to make changes.
- 2.2. Orders placed with GREEN LEGACY must be made in writing without restriction. The CUSTOMER's order is only considered accepted upon confirmation of the order, thereby a contract is concluded.

3. Prices and terms of payment

- 3.1. Our prices are exclusive of value added tax. The prices quoted are "Free Carrier" (FCA Incoterms®2020) 2020 Hollabrunn or 2120 Wolkersdorf, Austria.
- 3.2. Special prices or deviating arrangements for delivery require a separate written agreement to be effective.
- 3.3. Unless otherwise agreed, advance payment shall apply. In the event that purchase on account has been agreed, payment must be made within 14 days without deduction.
- 3.4. If the CUSTOMER remains in arrears with payment after several reminders or if insolvency proceedings are opened against his assets, we are entitled to withdraw from all unfulfilled delivery contracts or to demand advance payments.
- 3.5. If the CUSTOMER is in default of payment, GREEN LEGACY shall be entitled to charge default interest at a rate of 12% (p.a.). This shall not affect claims for compensation for proven higher default interest. Furthermore, in the event of default in payment, the CUSTOMER undertakes to reimburse GREEN LEGACY for any dunning, collection and/or legal costs incurred, insofar as they are necessary for appropriate legal action.

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- 3.6. Offsetting by the CUSTOMER against claims of GREEN LEGACY is not permitted unless this is provided for in mandatory legal provisions. Furthermore, the CUSTOMER shall not be entitled to assign rights and/or obligations arising from a contract concluded with GREEN LEGACY to third parties without the prior written consent of GREEN LEGACY, with the exception of the assignment of monetary claims. Furthermore, the CUSTOMER shall have no right of retention vis-à-vis GREEN LEGACY, irrespective of the legal grounds.

4. Delivery, risk assumption, delay

- 4.1. The risk shall pass to the CUSTOMER as soon as the delivery has been handed over to the CUSTOMER by GREEN LEGACY - or a party authorized by GREEN LEGACY.
- 4.2. Deliveries and services by GREEN LEGACY are always divisible. Partial deliveries allow partial acceptance.
- 4.3. GREEN LEGACY shall comply with the delivery periods and dates as far as possible: Unless expressly agreed as binding, delivery dates are non-binding and are always to be understood as the expected time of delivery and handover to the CUSTOMER.
- 4.4. Withdrawal from the contract by the CUSTOMER due to delayed delivery is only possible after setting a reasonable - at least two-week - grace period. The right of withdrawal shall only apply to the part of the delivery or service in respect of which there is a delay.
- 4.5. Goods not accepted by the CUSTOMER by the agreed date shall be stored for a period of 6 weeks at the CUSTOMER's risk and expense, for which GREEN LEGACY shall charge a reasonable storage fee. At the same time, GREEN LEGACY shall be entitled either to insist on performance of the contract or, after setting a reasonable grace period, to withdraw from the contract and dispose of the goods.

5. Retention of title

- 5.1. The delivered goods shall remain the property of GREEN LEGACY (retention of title) until the purchase price and the associated claims (interest, expenses, costs) have been paid in full. With regard to the crediting of payments for goods delivered subject to retention of title, these must be made for those invoices based on the earliest delivery. If GREEN LEGACY reclaims the goods subject to retention of title, this shall not constitute withdrawal from the contract.
- 5.2. The CUSTOMER is entitled to sell the goods delivered subject to retention of title in the ordinary course of business. Other dispositions, in particular pledging or transfer by way of security, are prohibited to the CUSTOMER. The claims arising from the resale of these goods shall be assigned to GREEN LEGACY with all rights in the amount of the value of the goods delivered subject to retention of title plus the business profit attributable thereto. Despite this assignment, the CUSTOMER shall be revocably authorized to collect the claims at any time until further notice; GREEN LEGACY's authority to collect the claims shall remain unaffected by this. The CUSTOMER shall be obliged to notify GREEN LEGACY

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immediately of any seizure of the goods subject to retention of title or any other impairment of GREEN LEGACY's rights by third parties.

- 5.3. GREEN LEGACY shall be entitled at any time to request from the CUSTOMER lists of the goods delivered and in stock subject to retention of title, to have these lists checked for accuracy by employees on site at the CUSTOMER's premises or to inspect them itself and to prepare corresponding lists. If the CUSTOMER fails to comply with this obligation, it shall be assumed that the goods in the CUSTOMER's warehouse are subject to GREEN LEGACY's retention of title.
- 5.4. In the event of default in payment, the occurrence of insolvency, the opening of insolvency proceedings against the CUSTOMER's assets or the rejection of an insolvency petition for lack of assets to cover costs, the CUSTOMER may only dispose of the goods subject to retention of title with GREEN LEGACY's consent. If the above-mentioned circumstances occur, the CUSTOMER shall, upon request, provide GREEN LEGACY with an account of the stocks and whereabouts of the unpaid goods or the outstanding amounts and receipts that have taken their place. Furthermore, GREEN LEGACY shall be entitled to collect and dispose of the goods subject to retention of title at the CUSTOMER's expense.

6. Warranty, examination and reprimand duty

- 6.1. The warranty period is 6 (six) months. The burden of proof that the goods were defective at the time of delivery lies with the CUSTOMER. The presumption of § 924 ABGB does not apply.
- 6.2. The CUSTOMER shall be obliged to examine the goods accepted and ordered without delay. Any defects found must be reported immediately in writing. If the CUSTOMER does not comply with this obligation, or does not do so in good time or in full, the CUSTOMER's warranty claim for such defects shall be excluded. The CUSTOMER must also immediately notify us in writing of any defects that occur later, otherwise warranty claims for such defects are excluded.
- 6.3. In the event of a warranty claim, GREEN LEGACY shall be entitled to determine the type of warranty (improvement, replacement, price reduction, withdrawal of contract) itself.
- 6.4. Expressly excluded from the warranty claim are damages and/or impairments that are attributable to improper handling and/or storage by the CUSTOMER or its vicarious agents.
- 6.5. GREEN LEGACY's warranty obligation shall lapse in the event of resale or passing on of the delivered goods.

7. Compensation for damages

- 7.1. GREEN LEGACY shall only be liable for damages caused by intent or gross negligence. In the event of slight negligence, GREEN LEGACY shall only be liable for personal injury. Claims for damages by the CUSTOMER shall lapse 6 months after knowledge of the damage and the party causing the damage.

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7.2. GREEN LEGACY shall not be liable for indirect damages, loss of profit, loss of interest, failure to make savings, consequential damages and financial loss or damages arising from third-party claims. Furthermore, GREEN LEGACY shall not be liable for damages resulting from improper handling of the delivered products.

7.3. The provisions of the Product Liability Act remain unaffected.

8. Force majeure

8.1. Insofar as a contractual partner is prevented from fulfilling its contractual obligations due to "force majeure", this shall not be deemed a breach of contract and the deadlines stipulated in the contract or on the basis of the contract shall be extended appropriately in accordance with the duration of the impediment.

8.2. "Force majeure" shall mean all circumstances independent of the will and influence of the contracting parties, in particular natural disasters, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strike, lockout and other industrial unrest (including at suppliers), seizure, embargo or other circumstances, which are unforeseeable, serious and beyond the control of the contracting parties and which occur after the conclusion of this contract.

8.3. The contractual partner affected by the force majeure shall notify the other contractual partner immediately in writing of the beginning and end of the impediment.

9. Intellectual property

9.1. The CUSTOMER acknowledges GREEN LEGACY's exclusive right and title to all trademarks and other signs in respect of GREEN LEGACY's products and any document supplied by GREEN LEGACY with these products, and shall not interfere with such rights at any time.

9.2. The CUSTOMER acknowledges that GREEN LEGACY claims all intellectual property relating to the products. "Intellectual Property" means all intellectual property and/or proprietary rights, including without limitation all development rights and copyrights, patents, patent applications and know-how relating to any product, process, method, device, production, design, composition of matter or any new or useful improvement thereof, as well as all copyrights, trademarks, product design rights and service marks and all trade secret rights.

9.3. The rights and obligations described in this section shall remain in force even after termination of the contract.

10. Data protection

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- 10.1. GREEN LEGACY may process personal data of the CUSTOMER or of the CUSTOMER's employees in the context of the order and delivery. The processing is necessary for the performance of the contract (Art 6 para 1 lit b GDPR) or is carried out on the basis of our overriding legitimate interests in maintaining proper business operations. GREEN LEGACY will not pass on personal data to third parties unless this is necessary for the provision of services (e.g. to transport companies). GREEN LEGACY will store the data no longer than is necessary for the purposes for which the personal data are processed. Insofar as GREEN LEGACY is obliged to do so, personal data will be stored for documentation purposes within the statutory retention periods (e.g. accounting documents for 7 years in accordance with the Austrian Commercial Code and the Austrian Federal Fiscal Code).
- 10.2. Data subjects have the right of access, rectification, erasure and restriction of processing and - where applicable - the right to object and the right to data portability. In the event of a breach of data protection laws, the data subject has the right to lodge a complaint with the competent supervisory authority.

11. Dispute resolution, arbitration agreement

- 11.1. The type of dispute resolution between the parties depends on the CUSTOMER's registered seat at the time the document initiating the proceedings is submitted.
- 11.2. CUSTOMER's registered seat within the EEA: If the CUSTOMER's registered seat is located within the European Economic Area (EEA), the competent court for 1200 Vienna shall have exclusive jurisdiction over all disputes or claims between the parties arising out of or in connection with this contract.
- 11.3. CUSTOMER's registered seat outside the EEA: If the CUSTOMER's registered seat is outside the European Economic Area (EEA), any dispute or claim between the parties arising out of or in connection with this contract, including the question of the lawful formation of the contract and its components, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the International Arbitral Centre of the Austrian Federal Economic Chamber (VIAC).
- 11.4. The CUSTOMER's registered seat is determined by the official company register in which the CUSTOMER is registered (e.g. company register, commercial register). If several registered seats of the CUSTOMER are registered, the registered seat of the main branch shall be decisive. If the CUSTOMER's registered seat is not registered in a company register, the last registered office entered in a company register shall be decisive. If no registered seat can be determined on the basis of this section, it shall be assumed that the CUSTOMER's registered seat is located outside the EEA.

12. Final provisions, choice of law

- 12.1. Should any provision of these GTC be or become legally invalid or unenforceable in whole or in part, this shall not affect the legal validity of all other provisions. The contracting parties shall replace the

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legally invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the content and purpose of the legally invalid or unenforceable provision.

- 12.2. Amendments and/or supplements to this contract shall in any case require written confirmation and signature by GREEN LEGACY. This shall also apply to any amendment to the written form requirement.
- 12.3. Austrian substantive law shall apply exclusively. The applicability of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law is expressly excluded.

13. Versions of the GTC

- 13.1. The current version of these General Terms and Conditions can be viewed at www.greenlegacy.at.
- 13.2. This English translation of the GTC is provided for the CUSTOMER's convenience only. Should there be any deviations to the German version of the GTC, the German version shall prevail as the only binding version of the GTC.

Vienna, December 2024

Green Legacy GmbH

Stadlauer Strasse 60/1/3
1220 Wien
Österreich
UID ATU71267489

Firmenbuchnummer: FN 456334 f
Web: www.greenlegacy.at
Email: office@greenlegacy.at

Gewerbering 11/2, 2020 Hollabrunn
Raiffeisenbank Hollabrunn eGen
IBAN: AT82 3232 2000 0003 4439
BIC: RNLWATW1322