

General Terms and Conditions of Business

Master Builders Solutions GmbH, A-8670 Krieglach, Roseggerstraße 101

1. General

1.1 The offerings of Master Builder Solutions GmbH are subject to change. The contract is only deemed to have been concluded when a written order confirmation has been sent or the fulfilment of the service has been commenced by Master Builder Solutions GmbH.

1.2 Orders will only be performed based on the following General Terms and Conditions of Business. Deviating, supplementary and other regulations, in particular also general terms and conditions of business of the Client, as well as agreements are only valid if they are agreed in writing with Master Builders Solutions GmbH (hereinafter referred to as "Contractor").

1.3 Unless otherwise agreed, the General Terms and Conditions of Business apply in the version valid at the time when the Client places the order and as a framework agreement also for similar contracts in the future, without the Contractor having to make reference to them again in each individual case.

1.4 As the Contractor concludes commercial transactions with specialist companies, consumer protection provisions do not apply and specialist know-how on the part of the Client are seen as a prerequisite. Consumers or non-specialists are urged to give notice of this immediately; in this case, the Contractor reserves the right to conclude the transaction.

1.5 Amendments to the General Terms and Conditions of Business will be notified to the Client and are deemed to be agreed if the Client does not object to the amended General Terms and Conditions of Business in writing within 14 days. The importance of non-disclosure will be explicitly pointed out to the Client in the agreement.

2. Delivery

2.1 The Contractor strives to carry out all deliveries/services promptly according to the order. The Contractor is entitled to make partial or preliminary deliveries.

2.2 Binding delivery times can, however, be agreed in individual cases. Even here, delay in delivery after an unsuccessful written reminder (with the setting of an appropriate grace period) by registered letter and if the delay is the Contractor's responsibility only entitles a party to withdraw from the contract. In the event of the delay being caused by the Contractor and in the event of a justified withdrawal by the Client, the latter is only entitled to compensation if the Contractor has caused the delay in a wilful or grossly negligent manner.

2.3 The liability for damage due to delay on the part of the Contractor is, in the case of gross negligence, limited to the amount of at least 1% of the service in arrears but a maximum of 10% of the figure for the part of the delivery that was not delivered on time. Any claim to compensation beyond this is excluded.

3. Prices, freight

3.1 The prices are subject to change, are exclusive of value added tax, are based on the respectively current prices for raw materials and are determined according to the currently valid offer.

3.2 Deliveries are made carriage paid to point of delivery or construction site, incl. containers, except for EURO pallets, barrels and IBC containers, exclusive of transport packaging. Urgent or express deliveries will be invoiced. For orders up to a net goods value of EUR 500.00, an administration supplement will be calculated. Deliveries will be made within the framework of the Contractor's regular delivery service.

3.3 The Contractor is entitled at its discretion as well as obligated at the Client's request to adapt the contractually agreed fees subject to change if changes have occurred with regard to (a) the wage costs as the result of a law, regulation, collective agreement, company agreements or (b) other cost factors necessary to perform the work such as material costs due to recommendations by the Joint Committees or due to changes in the national and/or global market prices for raw materials, changes in relevant exchange rates, etc. since the contract was concluded. The adaptation will be done in the extent to which the actual manufacturing costs change at the time when the contract is concluded compared to those at the time of the actual provision of the work if the Contractor is not in arrears.

3.4 In the event of difficult access and difficult unloading, as well as the requirement for special transport and/or waiting periods that were not discernible at the time when the offer was made and that are not the Contractor's responsibility, the additional costs will be charged.

3.5 All deliveries will be charged with a percentage of the transport costs irrespective of the transport distance involved. Changes due to changes in costs regarding the transport or other cost factors remain expressly reserved.

4. Payment

4.1 Unless otherwise agreed, invoices of the Contractor are payable net within 30 days and services are payable net within 14 days.



4.2 If the agreed payment deadline is exceeded, the buyer undertakes to pay arrears interest.

4.3 In the case of payment arrears, the Client pursuant to Section 458 of the Companies Code (UGB) is obligated to pay a flat-rate amount of EUR 40.00 as compensation for the collection costs incurred by the Contractor.

4.4 If a collection agency is used, the Client also undertakes to retain the costs incurred by the Contractor as a result if they do not exceed the remuneration befitting the maximum rates of the collection agencies according to the regulation of the BMWA, for whatever reason, or to offset with its receivables, including those from other transactions. In all cases, the Contractor is entitled to offset without restriction against any payment receivables of the Client.

5. Retention of title

5.1 The goods delivered remain the Contractor's property until the complete fulfilment of all financial obligations of the Client.

5.2 In the event of seizure or other utilisation, the Client is required to claim the Contractor's right of ownership and to notify the Contractor immediately.

5.3 In the event of the goods being processed and combined to form a new item, the latter becomes co-owned by the Contractor on a proportionate basis in accordance with the value of the goods.

5.4 Receivables from any resale are hereby assigned by the Client to the Contractor along with all ancillary rights as collateral. If the latter does not make any use of the right to which it is entitled at any time to collect the receivables, the Client is entitled and obligated to do this and must pay the collected amount immediately to the Contractor.

5.5 The Client declares itself in agreement that the Contractor, in the event of payment arrears after a one-time written reminder without registered letter, can take or secure the goods for itself at its costs without further action or consent.

6. Product information

6.1 Unless otherwise agreed, the contractual quality of the goods will be determined solely by the Contractor's product description in its respectively current version. In the process, it makes no difference whether the product descriptions originate from the supplier or from the Contractor.

6.2 Information regarding quality or shelf life or other details only constitute guarantees if they are explicitly agreed and designated as such in writing.

6.3 Information from the Contractor in text form regarding products, appliances, systems, applications, procedures and procedural instructions is based on research and experience in the application technology. The Contractor provides this information to the best of its knowledge subject to changes and

further developments but without the Contractor assuming any liability that goes beyond the respective individual contract. The aforementioned does not release the Client from checking the goods and procedures of the Contractor with regard to their quality and application for its own use. This also applies for applications and methods.

7. Complaints

7.1 Ordered and duly delivered goods will not be taken back.

7.2 Any complaints are to be filed in writing within 3 days from takeover; otherwise all receivables will be excluded.

7.3 Deviations in quality, dimensions, quantities and colours that are usual in the trade do not constitute grounds for complaint.

8. Warranty

8.1 As the processing of the Contractor's products is outside of the Contractor's sphere of influence, the Contractor can only assume liability for the consistent quality of the goods.

8.2 The Contractor reserves the right to make changes in quality due to technical progress.

8.3 All consumption information is based on average empirical values; deviations from these are possible due to local conditions and processing options.

8.4 The consultation by the Contractor – also on site – incl. notification and interpretation of measured values, is deemed to be customer service that does not establish any liability on our part. The Client acts solely on its own responsibility. The Contractor's consultants have practical experience in their respective field of work but are not academically trained experts or chemical scientists.

8.5 Only written responses to enquiries that are designated as binding result in liability on the part of the Contractor. The prerequisite for the handling and any acknowledgement of warranty claims is that the batch number on each container is notified to the Contractor; samples are provided, the Contractor's agents are given the opportunity to inspect and check the goods on site and otherwise all information required to assess the situation is also made accessible to the Contractor. In all cases, warranty claims are limited to the invoice price of the defective product delivered.

9. Product liability, compensation

9.1 The Contractor's products leave the Contractor's premises after a thorough quality control. Liability pursuant to the Product Liability Act is only possible if the Contractor's products are used from their original packaging.

9.2 The Contractor's general obligation to pay compensation pursuant to the provisions of the Austrian Civil Code is limited to wilful and blatantly gross negligent action; the compensation for consequential damage from non-fulfilment or insufficient



fulfilment is excluded. Only direct damage will be compensated.

9.3 Faults in the Contractor's products that the Client discovers during the processing or that are notified to it by its customers are to be notified immediately and precisely to the Contractor.

9.4 As the Contractor reserves the right to make changes to its documents for updating purposes, it is the responsibility of the Client to ensure that the respectively current information is available. Up-to-date information can be requested at any time in all locations of the Contractor or viewed on its website www.master-builders-solutions.com/de-at.

9.5 Compliance with the latest established state of the art and compliance with the prevailing rules of construction is essential. As stated in point 1.4, specialist know-how on the part of the Client is required. In the event of our products being resold, the buyer undertakes to pass on all the necessary information to its customers.

9.6 Complaints due to transport damage must be recorded on the delivery note by the Client immediately after receipt and notified in writing to the transport company with a copy to the Contractor within 8 days or within the agreed deadlines. Otherwise, the goods are deemed to have been approved.

9.7 In all cases, product liability and compensation claims are limited to the invoice price of the defective product delivered.

10. Force majeure

10.1 If events and circumstances occur that lie outside of the Contractor's sphere of influence (such as natural disasters, pandemics, war, industrial action, shortage of raw materials and energy, traffic delays and operational disruptions, damage caused by fire or explosion, decrees by public authorities) that reduce the availability of the goods from the plant from which the Contractor purchases the goods so that the Contractor cannot fulfil its contractual obligations (with proportionate consideration of other in-house or external supply obligations), the Contractor is (a) released from its contractual obligations for the duration of the disruption and in the extent of its effects and (b) not obligated to procure the goods from third parties.

10.2 Clause 1 also applies if the events and circumstances make the conducting of the transaction concerned uneconomic in the long term for the Contractor or lie with the Contractor's subcontractors. If these events last longer than 3 months, the Contractor is entitled to withdraw from the contract.

11. Containers

11.1 All containers, excluding EURO pallets, IBC containers and 200-l plastic barrels, are included in the price and will not be taken back.

11.2 The goods delivered by the Contractor are supplied in packaging that participates in the ARA system. This excludes goods that are delivered in IBC containers and EURO pallets.

11.3 EURO pallets, IBC containers and 200-l plastic barrels remain the property of the Contractor and are to be reported to the Customer Service Center by the Client as soon as they are emptied.

11.4 They will usually be taken back during the next delivery. If there is no subsequent delivery, they will be sent back at the Client's expense.

11.5 Damaged or contaminated multiple-use packaging is excluded from being taken back and will be invoiced.

11.6 The Contractor reserves the right to charge a leasing fee for EURO pallets and plastic barrels that are not exchanged. IBC containers will incur a fee of EUR 100.00 which will be reimbursed with a credit note when they are returned. The amounts indicated are exclusive of sales tax.

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

12.1 The Contractor's place of delivery is deemed to be the place of performance.

12.2 Exclusively the local jurisdiction of the court that is materially competent for the Contractor applies for all disputes.

12.3 Solely Austrian law under the exclusion of conflicts of laws rules is to be applied.

12.4 The UN Convention on Contracts for the International Sale of Goods is also excluded.