

**01.** the prerequisite for the provision of warranty services by Austria Email AG (hereinafter referred to as AE AG) is the presentation of the paid invoice for the purchase of the device for which the warranty service is claimed, whereby the identity of the device with regard to type and serial number must be evident from the invoice and must be proven by the claimant. Furthermore, the terms and conditions of sale and delivery of Austria Email AG shall apply exclusively.

**02.** the assembly, installation, connection and commissioning of the appliance complained about must be carried out by a licensed electrician or installer in compliance with all necessary regulations, insofar as this is required by law or as specified in the operating and installation instructions. The storage tank (without outer casing and KSt outer casing) must be protected from sunlight in order to prevent discolouration of the PU foam and possible warping of plastic parts.

**03.** The room in which the appliance is operated must be frost-free. The appliance must be installed in a location that can be reasonably expected, i.e. the appliance must be easily accessible in the event of necessary maintenance, repair and possible replacement. When installing, mounting and operating the water heater in unusual locations (e.g. attics, living spaces with water-sensitive floors, storerooms, etc.), any water leakage must be taken into account and a device for collecting and draining the leaking water must be provided in order to avoid secondary damage in terms of product liability.

**04.** The warranty and guarantee cannot be invoked: Incorrect transport, normal wear and tear, wilful or negligent damage, use of non-original spare parts, use of force of any kind, mechanical damage or damage caused by frost or exceeding the operating pressure specified on the rating plate even once, use of a connection set that does not comply with Ö-NORM B 8133 or non-functional storage tank connection set as well as unsuitable and non-functional service fittings. Breakage of glass and plastic parts, possible differences in colour, damage due to improper use, in particular due to non-compliance with the assembly and operating instructions (operating and installation instructions), damage due to external influence, connection to incorrect voltage, corrosion damage as a result of aggressive water - not suitable for drinking water - in accordance with the Austrian Drinking Water Ordinance TWV - BGBl. II No. 304/2001, natural limescale formation, water shortage, fire, flood, lightning, overvoltage, power failure or other acts of God, use of non-original and non-Company components, e.g. heating element, protective anode, thermostat, thermometer, finned tube heat exchanger, etc., ingress of foreign bodies or electrochemical influences, non-compliance with the planning documents, failure to replace the installed protective anode in good time and with documentation, lack of or improper cleaning and operation, as well as deviations

from the standard that only slightly reduce the value or functionality of the appliance. In principle, all regulations of DIN 1988 (EN 806) must also be observed.

**05.** In the event of a justified complaint, this must be reported to the nearest customer service centre of AE AG. The latter reserves the right to decide whether a defective part is to be replaced or repaired or whether a defective appliance is to be exchanged for an equivalent faultless appliance. Furthermore, AE AG expressly reserves the right to request the buyer to send in the defective device.

**06.** warranty repairs may only be carried out by persons authorised to do so by AE AG. Exchanged parts become the property of AE AG. Should any repairs of the water heater be necessary in the course of necessary service work, these will be charged in the form of repair and proportionate material costs.

**07.** any warranty claim shall lapse in the event of third-party interventions without our express order, even if these are carried out by a licenced installer. The assumption of the costs for repairs carried out by third parties presupposes that AE AG has been requested to remedy the defect and has not fulfilled its obligation to replace or repair or has not done so within a reasonable period of time.

**08.** the guarantee period shall not be renewed or extended by the provision of guarantee and warranty claims, service and maintenance work.

**09.** transport damages will only be checked and possibly recognised if they are reported to AE AG in writing on the working day following delivery at the latest.

**10.** claims going beyond the warranty, in particular claims for damages and consequential damages, are excluded to the extent permitted by law. Pro-rata labour costs for repairs and the costs of restoring the system to its original condition must be paid in full by the purchaser. In accordance with this guarantee declaration, the guarantee offered only covers the repair or replacement of the appliance. The provisions of the Terms and Conditions of Sale and Delivery of AE AG shall remain in full force and effect, insofar as they are not amended by these warranty conditions.

**11.** services that are not provided under these warranty conditions will be charged.

**12.** the prerequisite for the provision of warranty services by AE AG is that the device has been paid for in full by AE AG and that the claimant has fully and completely fulfilled all obligations towards the seller.

**13.** a guarantee is provided for the enamelled inner boiler of water heaters, subject to full maintenance of the guarantee conditions according to points one to twelve for the advertised period from the date of delivery. If the warranty conditions are not met, the statutory warranty provisions of the country of delivery shall apply. **14.** With regard to claims under the applicable Austrian Product

Liability Act, the following should be noted: Possible claims under the title of product liability for the settlement of damages caused by the defect of a product (e.g. a person is injured, their health is damaged or a physical object other than the product is damaged) are only justified if all prescribed measures and necessities which are necessary for the fault-free and standard-compliant operation of the device have been fulfilled. This includes, for example, the prescribed and documented anode replacement, connection to the correct operating voltage, damage due to improper use must be avoided, etc.. These requirements must be derived from the fact that if all regulations (standards, installation and operating instructions, general guidelines, etc.) had been complied with, the fault in the device or product that caused the secondary damage would not have occurred. Furthermore, it is essential that the necessary documents, such as the name and manufacturing number of the storage tank, the invoice from the seller and the concessionaire carrying out the work, as well as a description of the malfunction and the storage tank in question for laboratory testing (absolutely essential, as an expert will examine the storage tank and analyse the cause of the fault), are available for processing. In order to rule out any confusion of the storage tank during transport, the storage tank must be labelled clearly (preferably with the address and signature of the end customer). Appropriate photographic documentation of the extent of the damage, the installation (cold water supply pipe, hot water outlet, heating flow or return, safety fittings, expansion vessel if applicable) and the fault location of the storage tank is required. Furthermore, AE AG expressly reserves the right to request the buyer to provide the documents and devices or device parts necessary for clarification. A prerequisite for the provision of services from the title of product liability is that it is entirely up to the injured party to prove that the damage was caused by the product of AE AG. Moreover, under the Austrian Product Liability Act, claims for compensation are only justified up to the amount exceeding EUR 500 (deductible). Until the entire facts and circumstances have been clarified and the causal cause of the defect has been determined, any possible fault on the part of Austria Email AG is expressly excluded. Failure to follow the operating and installation instructions and the relevant standards is to be considered negligence and leads to an exclusion of liability for damages.

## **I. APPLICABILITY**

**01.** these terms and conditions of sale and delivery apply to every contract concluded by Austria Email AG (hereinafter referred to as AE): by submitting an offer or accepting an offer made by AE, the buyer submits to these terms and conditions.

**02.** the terms and conditions of sale and delivery of AE shall apply exclusively. AE does not recognise any terms and conditions of the Buyer that conflict with or deviate from AE's terms and conditions, unless AE has agreed to their validity in writing. These Terms and Conditions of Sale and Delivery shall also apply if AE performs its own services in the knowledge that the Buyer's terms and conditions conflict with or deviate from AE's terms and conditions.

## **II. CONCLUSION OF CONTRACT**

**01.** Buyer shall be bound by its offer addressed to AE for a period of four weeks after receipt by AE. AE may expressly accept the offer by written declaration of acceptance or by actual delivery.

**02.** offers made by AE are generally subject to change with regard to price, quantity and place or time of delivery. We reserve the right to prior sale.

**03.** if a written or verbal declaration of intent or other declaration made by AE contains an error or mistake recognisable to a fair and reasonable recipient of the declaration, AE shall be entitled at any time to correct the declaration of intent accordingly without any formal requirements. The declaration shall then take legal effect in its corrected form.

**04.** All information on dimensions, weights, as well as illustrations, descriptions, assembly sketches and drawings in sample books, price lists and other printed matter are determined to the best of our knowledge, but are only approximate and therefore not legally binding. The same applies to suppliers of AE.

**05.** All samples are non-binding visual samples. Technical data are only statistical averages. The goods to be delivered by AE after the conclusion of a contract therefore do not have to have the characteristics of the sample or correspond to the technical data in the absence of an express promise.

## **III. PRICES**

**01.** All prices quoted by AE are subject to change and in case of doubt are net prices excluding VAT. Value added tax shall be charged additionally in accordance with the statutory provisions. Only expressly confirmed prices are binding for AE. They shall only be valid upon acceptance of the quantities confirmed to the Buyer. The prices quoted are in Euro.

**02.** Prices are ex works. If delivery with delivery has been agreed, the prices shall be understood without unloading and without contract.

**03.** all ancillary costs of the contract shall be borne by the buyer. These include in particular the costs of drawing up the contract, legal advice, fees, notary costs, translation costs, notarisation costs, etc.

**04.** any special requests of the buyer are generally not included in the offer prices; they must be paid for separately by the buyer.

## **IV. COST ESTIMATES**

**01.** cost estimates shall only be prepared upon express order and shall be free of charge unless otherwise agreed in writing.

**02.** cost estimates whose accuracy has not been expressly guaranteed in writing by AE are non-binding.

**03.** both binding and non-binding cost estimates are based on the material and labour costs at the time of their preparation. Should these costs change by the time the contractual service is rendered, the remuneration shall also change accordingly.

**04.** in the event that the costs of the expenses necessary to bring about the contractually owed the contractually owed success exceed the cost estimate for reasons other than those mentioned in point IV.3, the following is agreed in deviation from § 1170 a ABGB:  
a) if the overrun does not exceed 15%, the remuneration

owed by the Buyer shall increase accordingly.

b) However, if the overrun is more than 15%, AE shall notify the Buyer thereof within a reasonable period of time. Buyer shall then have the right to withdraw from the contract in writing within one week after receipt of the notification (receipt of the cancellation by AE). In this case, the buyer shall pay for the services already rendered by AE. The amount of the remuneration shall be determined by AE. Buyer shall be bound by this determination unless it would be grossly unreasonable. If the buyer does not withdraw from the contract, he shall owe the amount stipulated in the cost estimate, including the costs incurred by the overrun.

## **V. DELIVERY, PACKAGING, TRANSFER OF RISK**

**01.** the transfer of the sold goods takes place, depending on the agreement, either by collection by the buyer, by dispatch or by delivery by AE. In all cases, in the absence of an express agreement to the contrary, the risk in the delivered goods shall pass at the point in time at which the goods leave the relevant AE branch office. This shall also apply if the goods are assembled or installed by AE or at AE's instigation.

**02.** the risk in the goods shall also pass if the goods are not recalled or collected by the Buyer within a period of 8 days after notification of readiness for delivery. In this case AE is entitled to store the goods at the expense and risk of the buyer.

**03.** unless otherwise agreed, the goods are deemed to be sold 'packed ex AE'. AE is an ARA licence holder under the ARA disposal licence number 2629.

**04.** if, in deviation from point V.3, delivery free construction site or warehouse is agreed, the delivery route must be passable for heavy goods vehicles. The suitability of the transport route and the installation site for transport and installation shall be at the risk of the buyer; lack of suitability shall in no case release him from his payment obligation. If the delivery cannot take place due to the unsuitability of the transport route, the delivery shall nevertheless be deemed to have taken place and the buyer shall collect the goods at the place determined by AE. Any costs incurred by AE, in particular storage, interim storage, increased transport costs, demurrage, etc., shall be reimbursed to AE. The buyer shall ensure that the goods are unloaded properly and immediately at his own expense.

**05.** the goods shall be packaged as is customary in the industry. The costs of the transport packaging shall be borne by the buyer.

**06.** the goods shall in principle travel uninsured and at the sole risk of the buyer. Any compensation for damage or any liability of AE for the transport risk is excluded; this also applies if AE has undertaken to deliver the goods. The goods will only be insured at the express written request of the buyer at his expense and for his account. In this case, compensation shall only be paid up to the amount of the indemnity paid by the insurer.

**07.** the buyer undertakes not to sell, export or re-export the products purchased from AE AG either directly or indirectly in violation of the applicable national and international regulations in connection with (re-)export controls and economic sanctions. In particular, the buyer is prohibited from making the products available to persons or companies in countries (such as Cuba, Iran,

North Korea, Russia, etc.) that are subject to restrictions, in particular by export controls of the European Union or the United States. The buyer is obliged to inform AE AG immediately of any difficulties in complying with this prohibition. AE AG reserves the right to request evidence from the Buyer to prove compliance with this prohibition. In the event of a breach of this prohibition, AE AG shall terminate the business relationship with Buyer immediately and without notice and shall cancel any orders in progress without Buyer being entitled to any compensation and without prejudice to any claims for damages that AE AG may have.

## **VI. DELAY IN DELIVERY BY AE; IMPOSSIBILITY OF DELIVERY**

**01.** AE is entitled to exceed agreed delivery dates and deadlines by a maximum period of 8 weeks without the buyer being able to claim any consequences of delay. This shall not apply if the dates or deadlines have been expressly agreed in writing as fixed.

**02.** AE is authorised to carry out and invoice partial deliveries.

**03.** in addition to point VI.1. the following is agreed: Unforeseeable events or events beyond AE's control, such as strikes, official measures, traffic disruptions, transport and customs delays, such as force majeure in general, shall release AE from any delivery obligation for the duration of their effects. This shall also apply if these circumstances occur at an upstream supplier. AE shall also be released from its delivery obligation in the event of non-delivery by its own suppliers. If such an event makes the delivery impossible at all or in any case economically impossible or not insignificantly more difficult, AE may withdraw from the contract without the buyer being able to assert any claims.

**04.** in the event of AE's delay in performance or the impossibility of performance for which AE is responsible, claims for damages by Buyer shall be excluded, unless they are based on intent or blatant gross negligence on the part of AE or a legal representative or vicarious agent of AE.

**05.** under no circumstances shall AE be liable for delays in delivery by carriers, railways or other entities entrusted with the delivery, transport, transshipment, etc., regardless of the degree of fault of such persons. Such delays shall not entitle the buyer to withdraw from the contract or to assert any claims for damages.

## **VII. DEFAULT OF ACCEPTANCE BY THE BUYER**

**01.** the acceptance of the purchased goods must take place promptly. AE shall be entitled to demand acceptance also outside normal business hours.

**02.** the buyer has to take over the goods even if they show insignificant defects in the sense of § 932 ABGB.

**03.** in case of - even if only objective - default of the buyer with the acceptance, AE is entitled to withdraw from the contract without the buyer being able to derive any claims whatsoever from this. The cancellation of the contract does not require the setting of a grace period. AE's right to assert claims for damages shall not be affected by such cancellation. Transport costs caused by or resulting from the cancellation, including storage costs and demurrage as well as in particular the costs of return transport shall in any case be borne by the buyer.

## **VIII. TERMS OF PAYMENT, DEFAULT OF PAYMENT**

**01.** Unless otherwise agreed, payment shall be made in cash and without any deductions immediately upon receipt of the invoice. Invoices may be issued from the date of notification of readiness for delivery.

**02.** cheques and bills of exchange shall only be accepted after express written agreement and only on account of performance, not in lieu of performance. All collection and discount charges shall be borne by the buyer.

**03.** if the financial situation of the buyer deteriorates in any way whatsoever after the conclusion of the contract, AE shall be entitled, even if a credit purchase has been agreed, either to demand cash payment step by step against delivery of the goods, to make the delivery of the goods dependent on the provision of suitable security or to withdraw from the contract at all without setting a grace period. This applies even if AE had to expect a deterioration of the financial situation when the contract was concluded. If AE has already delivered the goods, AE is additionally entitled to demand the immediate return of the goods. If AE cancels the contract, it may, at its own discretion, either claim damages or a contractual penalty in the amount of 10% of the agreed purchase price, irrespective of the existence of fault. All costs associated with these procedures shall be borne by the buyer.

**04.** all payments must be made free of charges and without deduction.

**05.** payments shall be credited against the oldest claim, including interest claims, such as default interest, against the buyer.

**06.** In the event of exceeding the payment deadline, AE is entitled to charge interest on arrears at a rate of 5% above the applicable base interest rate, as well as demand reimbursement for any reminder and legal fees incurred.

**07.** AE is entitled to revoke any payment concessions (e.g., installment payments) granted to the buyer in the event of payment arrears and to demand the return of any services that may have already been used by the buyer. This right also extends to claims arising from other transactions between the buyer and AE.

**08.** The buyer is not entitled to withhold payments due to alleged warranty claims or other counterclaims.

**09.** If the buyer fails to meet their obligations arising from the business relationship with AE or if a reminder procedure or court action is initiated due to payment arrears, or if insolvency proceedings are applied for or rejected due to insufficient assets, AE is entitled to reverse any discounts, rebates, credits, or other reductions or benefits previously granted and to invoice the buyer immediately for the full amount.

## **IX. RETENTION OF TITLE**

**01.** Until full payment has been made for all claims of AE arising from the relevant and all related transactions, including costs, interest, and late payment interest, the delivered goods remain the property of AE. If AE's claims are included in a current account, the retained title serves as security for the balance claim of AE. The retention of title does not expire with the handing over of checks or promissory notes; only the irrevocable redemption of the check or promissory note results in the discharge of the secured claims.

**02.** The buyer is obliged to properly store, maintain, and care for the delivered goods. In the event of damage or loss, the buyer is required, regardless of fault, to restore the value loss either through repair, replacement, or by providing appropriate bank-like security. The buyer must immediately inform AE of any damage to the goods subject to retention of title.

**03.** The buyer is required to insure the delivered goods against fire, water, breakage, and other damages. Claims arising from these insurance contracts must be transferred to AE upon conclusion of the contract. This irrevocable transfer of claims must be proven to AE without request until the full payment for the delivered goods is made. If the insurer provides compensation in the event of damage, the obligation to restore the damage under section IX.2 applies only insofar as the damage is not covered by the insurance.

**04.** Pledging, transferring as collateral, or any other disposal of goods under AE's retention of title to a third party is prohibited. The buyer is obligated to prevent third-party claims on AE's property and is liable for any damage or costs that may arise from such third-party actions.

**05.** The buyer must immediately inform AE of any potential seizure of the delivered goods or any other third-party intervention. The buyer must compensate AE for any costs incurred in securing the release of the goods.

**06.** If the buyer is a reseller, they are entitled to sell the goods purchased from AE in the ordinary course of business under normal conditions. In the event of resale, the buyer hereby assigns to AE all claims arising from the resale or processing of the purchased goods, along with all associated rights and securities, up to the amount of AE's outstanding claims, plus 10%. AE is entitled to collect the assigned claims to satisfy its own claims. The buyer undertakes to inform their own customers of the assignment at AE's request. The buyer is authorized, subject to revocation at any time, to collect the assigned claims against their customers on AE's behalf, provided they fulfill their payment obligations to AE. AE acquires a security interest in the sales proceeds received by the buyer, even in the form of an anticipatory possession.

**07.** If the goods delivered by AE are processed or combined with other items, joint ownership arises in proportion to the value of the processed items. In the event of resale of the processed goods, point IX.6 applies accordingly.

**08.** If the buyer falls into arrears with payment, AE is entitled to take back the goods subject to retention of title without judicial assistance. Despite the return of the goods, the contract remains in force unless AE explicitly declares a withdrawal from the contract. AE is entitled to sell the goods without auction; the sales proceeds will be credited to the buyer's liability. All costs associated with the return and resale of the goods are borne by the buyer.

## **X. PLACE OF PERFORMANCE**

The place of performance for both parties is, in the absence of an explicit contrary agreement, the registered office of AE in Knittelfeld.

## **XI. WARRANTY**

AE's warranty obligations are governed by the statutory provisions of the Austrian Civil Code and, if applicable, the Austrian Commercial Code. However, the following

modifications are agreed upon:

- a) A defect exists only if the contractual item is lacking a characteristic necessary for its intended use, as specified in the relevant regulations and instructions of AE provided to the buyer. Defects that arise later, but were not present at the time of risk transfer, do not entitle the buyer to warranty claims. Minor impairments in the intended use are disregarded.
- b) Certain characteristics are only considered warranted if expressly agreed in writing.
- c) AE does not provide warranty for color matching between related items of furniture; a color mismatch does not constitute a defect.
- d) AE's warranty obligation does not cover defects caused by user errors, physical damage, or improper use of the item. The buyer is required to strictly adhere to any instructions for use and warnings provided by AE and not to make any alterations without consulting AE.
- e) The buyer can only make warranty claims if they have fully met their obligations under the purchase contract, including all additional fees.
- f) The warranty period is 24 months from the date of risk transfer.
- g) Upon receipt of the goods, the buyer is obligated to immediately and thoroughly inspect them to ensure they conform to the contractual specifications. If a defect is found, acceptance of the goods must be made subject to reservation and documented on the delivery note. AE must be informed immediately and within one working day by registered letter. Failure to notify AE renders the goods approved, unless the defect was not detectable even with a thorough inspection. If a defect appears later, AE must be immediately notified in writing, otherwise, the goods are considered approved despite the defect.
- h) AE fulfills its warranty obligations by remedying the defect within a reasonable time. However, AE has the option to replace the defective goods with non-defective goods within a reasonable period. If neither repair nor replacement is possible, AE grants an appropriate price reduction. Claims beyond this are excluded. For replaced parts or new deliveries, no new warranty period begins, even if the entire delivered item is replaced.
- i) AE does not provide warranty for goods that have been altered in any way by a third party or the buyer without AE's consent.
- j) If goods are manufactured by AE based on the buyer's specifications, AE's liability for damages or warranty does not extend to the correctness of the design, but only to the execution in accordance with the buyer's specifications. The buyer acknowledges that they have no claims against AE for warranty, damage, or product liability if such claims arise from the design or system rather than the execution of the specified design or system. The buyer also undertakes to indemnify AE against such claims and any infringement of third-party rights. AE is not obligated to verify the specifications, drawings, or models submitted by the buyer for compliance with applicable laws, regulations, or standards, or to ensure that these designs are technically sound.
- k) Any claim under § 933 b ABGB (Austrian Civil Code) by the buyer is expressly excluded.

## **XII. DISCLAIMER OF LIABILITY**

AE disclaims any liability for damages caused by non-

gross negligence or slight negligence, whether arising from contractual or tortious conduct, including liability for indirect damages. AE is only liable if it or individuals for whom AE is responsible have committed at least gross negligence. This disclaimer includes consequential damages and damages that the buyer suffers as a result of third-party claims against them. The buyer agrees to protect themselves with adequate insurance coverage. AE assumes no contractual liability to third parties. AE's liability is limited to the coverage of its business liability insurance, and in the event of breach of contract, to the net sales price of the delivery that caused the damage.

## **XIII. PRODUCT LIABILITY, EXEMPTION, TRANSFER OBLIGATION**

**01.** The buyer, if not a consumer within the meaning of § 9 Product Liability Act, expressly waives all claims for property damage as an entrepreneur due to a product defect.

**02.** The buyer is authorized and obligated to transfer this liability exemption to their own commercial buyers, both on their behalf and AE's behalf, ensuring that the buyer's customers, if they are not consumers within the meaning of the Consumer Protection Act, also waive any claims for property damage against AE due to product defects.

## **XIV. EXCLUSION OF CHALLENGE DUE TO MISTAKE**

The buyer waives any right to challenge this contract on the grounds of mistake.

## **XV. CONFIDENTIALITY**

The buyer agrees to keep all information provided by AE, or otherwise made known to them, which is not publicly available, confidential and to take all necessary measures to prevent third parties from obtaining or using such information. Furthermore, the buyer agrees to use all plans and/or technical descriptions provided solely for their intended purpose and not to disclose them to or make them accessible to any third parties.

## **XVI. PLANS AND DOCUMENTATION, PRESENTATION, ETC.**

**01.** The information regarding weights, dimensions, volume, price, performance, etc., contained in catalogs, brochures, circulars, advertisements, images, and price lists is only binding if explicitly referenced in the order confirmation. Plans, sketches, and other technical documentation, as well as samples, catalogs, brochures, images, etc., remain the property of AE and are protected by the relevant legal provisions regarding reproduction, imitation, competition, etc. They may be requested back if the order is placed elsewhere.

**02.** The buyer agrees to keep records for at least 10 years from the purchase of the goods, detailing how the purchased goods have been used, especially whether and what kind of processing or combination has taken place. The buyer undertakes to make these records available to AE upon request. Failure to comply with this provision makes the buyer liable for damages to AE.

**03.** AE will provide the buyer with promotional materials, such as brochures, technical descriptions, and price lists for AE products in the amount it deems sufficient. The buyer agrees not to alter any of the promotional

materials provided and to pass this obligation on to any subsequent purchasers. The buyer is also required to follow the usage instructions and warnings provided by AE precisely and not to make any changes without AE's consent.

#### **XVII. JURISDICTION**

The exclusive jurisdiction for any disputes arising directly or indirectly in connection with the order (the purchase order) or its execution or performance, of any kind, is the competent court for the location of AE's registered office, particularly for estimates and culpa in contrahendo claims.

#### **XVIII. PRE-LITIGATION COSTS**

If the buyer falls into—whether objectively or subjectively—payment arrears, AE is entitled to take any legal action it deems appropriate, including reminders, engaging a lawyer, or hiring a debt collection agency. The buyer expressly agrees to reimburse AE for all related costs.

#### **XIX. CONSENT TO DATA PROCESSING**

The buyer expressly agrees that AE may store and process all order-related and buyer-related data, insofar as it pertains to the order, and use such data for its own purposes with automated assistance. The buyer is hereby explicitly informed of this data processing.

#### **XX. APPLICABLE LAW**

Both formally and materially, Austrian law applies exclusively, with the express exclusion of the UN Sales Convention and its conflict-of-law provisions.

#### **XXI. WRITTEN FORM**

Side agreements or subsequent changes may only be made in writing; even a modification of this written form requirement itself must be in writing. Oral assurances made by employees or representatives of AE are only valid if confirmed in writing by authorized representatives of AE.

#### **XXII. INVALIDITY OF INDIVIDUAL CLAUSES, PARTIAL INVALIDITY**

If individual provisions of these General Terms and Conditions are invalid or become invalid, the validity of the remaining agreements is not affected. In such a case, AE is entitled to determine a substitute provision that closely approximates the purpose of the invalid clause, which will replace it. The buyer is bound by this substitute provision, unless it is grossly unfair. If individual clauses partially violate mandatory law, they will remain in effect to the extent that they are legally permissible.

#### **SALES AND DELIVERY TERMS**

The factory gross price is 1 (not cartelized, for professional trade only), subject to change, excluding VAT, delivered free to an Austrian railway station, including packaging. For direct deliveries to end customers, we charge a delivery fee of €16 per unit for small appliances up to 15kg, €115 for appliances over 15kg, and €140 for water heaters. For returns, a 10% handling fee will be charged on the net invoice amount (minimum €51). Deliveries or pickups with a value under €1100 will be paid in cash or via COD delivery. Changes in design, execution, and

printing errors are reserved. The sales and delivery conditions of Austria Email AG apply to all transactions with our customers.