

## General Terms and Conditions (GTC) of TRENDICO GmbH (Status: 1.4.2022)

### 1. Application of these GTC

1.1 These GTC apply in their current version to the business relationship between Trendico GmbH (hereinafter referred to as "TRENDICO") and the Customer (hereinafter referred to as "Customer"), even if no express reference is made to these GTC in individual cases.

1.2 The application of other general terms and conditions of the Customer, of whatever kind, is excluded regarding legal acts between TRENDICO and the Customer. TRENDICO hereby expressly objects to the applicability of such other general terms and conditions. Acts of performance or silence on the part of TRENDICO shall not result in the applicability of the Customer's general terms and conditions.

1.3 The legal transaction shall be concluded in accordance with TRENDICO's GTC even if TRENDICO's order confirmation deviates from the terms and conditions of the Customer's order.

1.4 These Terms and Conditions shall be deemed accepted in any case upon order or acceptance of the delivery by TRENDICO.

1.5 Deviating agreements, ancillary agreements, assurances and amendments to these GTC shall only become effective by written agreement between the parties in the individual case.

### 2. Offer and Contract

2.1 Offers made by TRENDICO shall be deemed to be subject to confirmation unless TRENDICO declares otherwise.

2.2 The contract with TRENDICO shall only be deemed concluded when TRENDICO issues an order confirmation or sends the delivery ordered by the Customer.

2.3 The Customer cannot derive any warranty claims or establish any liability from information provided by TRENDICO in catalogues, brochures, advertising literature and written or oral statements that have not been included in the contract.

### 3. Prices and payment

3.1 The agreed prices are fixed prices. Price changes are only valid, if agreed by both parties in text/written form.

3.2 Unless otherwise agreed, the price includes all packaging costs for the delivery of the goods.

3.3 If the costs on which agreed prices are based change, TRENDICO may adjust them in accordance with the change in costs.

3.4 TRENDICO has the right to transmit the invoice

electronically.

3.5 Official approvals of third parties shall be obtained by the Customer. Failure to obtain an official permit (e.g. import permit) shall not release the Customer from its payment obligation towards TRENDICO.

3.6 In the case of partial settlements, the corresponding partial payments shall be due upon receipt of the respective invoice. This shall also apply to offsetting amounts arising from subsequent deliveries or other agreements in excess of the original final amount, irrespective of the payment terms agreed for the main delivery.

3.7 Payments shall be made to TRENDICO's point of payment in the agreed currency without deductions or charges.

3.8 A payment to TRENDICO shall be deemed made when TRENDICO can dispose of it.

3.9 In the event of Customer's default, TRENDICO shall be entitled to demand payment of the entire outstanding amount and to charge the necessary additional costs (reminder fee, collection costs, lawyers' fees) to the extent permitted by law. This shall also apply in case of default of acceptance by the Customer. Furthermore, TRENDICO is entitled to withdraw from the contract or parts thereof in case of default. TRENDICO's right to claim further damages including loss of profit remains unaffected.

3.10. In the event of default, default interest pursuant to § 456 of the Austrian Commercial Code (UGB) shall be deemed agreed.

3.11. In the event of insolvency of the Customer or if insolvency proceedings are not opened against the Customer due to lack of assets, TRENDICO shall be entitled to

- demand immediate payment of its outstanding claims,
- withhold deliveries from contracts not yet fulfilled and to perform only against advance payment.

### 4. Retention of Title

4.1 All products sold by TRENDICO to the Customer shall remain the property of TRENDICO until payment in full plus any interest and costs, even if the products are further processed or mixed.

4.2 If the Customer sells the goods owned by TRENDICO to third parties, the Customer shall assign to TRENDICO the claim to which it is entitled from the resale up to the amount of its existing payment debt to TRENDICO.

### 5. Exclusion of set-off and retention

5.1 The Customer shall not be entitled to set off any alleged or actual claims against TRENDICO's claims.

5.2 The Customer is not entitled to retain payment to TRENDICO.

5.3 The Customer undertakes to refrain from pledging or assigning as security the goods subject to TRENDICO's retention of title.

## 6. Delivery, Fulfilment

6.1 Unless otherwise agreed, the delivery period shall commence on the latest of the following dates:

- a) date of order confirmation by TRENDICO
- b) Date of fulfilment of all technical, commercial and other prerequisites incumbent upon the Customer;
- c) date on which TRENDICO receives a down payment or security to be paid prior to delivery of the goods.

6.2 Any approvals by third parties required by the authorities shall be obtained by the Customer. If such approvals are not obtained in due time, the delivery period shall be extended accordingly.

6.3 If unforeseeable circumstances or circumstances independent of the will of the parties occur, such as all cases of force majeure, which impede compliance with the agreed delivery period, the latter shall be extended in any case by the duration of these circumstances; these include in particular armed conflicts, official interventions and prohibitions, pandemics, transport and customs clearance delays, transport damage, energy and raw material shortages, labour disputes as well as the failure of an essential supplier who is difficult to replace. These aforementioned circumstances shall also entitle to extend the delivery period if they occur at the supplier's premises.

6.4 The place of performance shall be TRENDICO's place of business.

6.5 Unless otherwise agreed, shipment and transport shall be for the account and at the risk of the Customer (Incoterms 2020 - EXW). In this case, TRENDICO's delivery shall be deemed to have been made as soon as it is offered to the Customer at the place of performance. All risk shall thereby also pass to the Customer.

6.6 TRENDICO shall only be liable for its own delay in delivery in cases of gross negligence and intent.

## 7. Liability of TRENDICO

7.1 TRENDICO shall be liable to the Customer, outside the scope of the Product Liability Act, only for gross negligence and intent. This limitation of liability shall also apply in favour of TRENDICO's vicarious agents.

7.2 TRENDICO's liability for slight negligence, with the exception of personal injury, as well as compensation for consequential damage, pure financial loss, indirect damage, consequential damage caused by a defect, loss of production, financing costs, costs for replacement energy, loss of energy, data or information, loss of profit, savings not achieved, loss of interest and damage from third party claims against the Customer shall be excluded.

7.3 Outside the scope of the Product Liability Act, TRENDICO's liability shall in any case be limited to the net order value or to EUR 300,000, whichever is lower. This shall also apply in favour of TRENDICO's vicarious agents.

7.4 The statutory provisions shall apply with regard to the warranty period. The warranty period shall commence as soon as TRENDICO offers the goods to the Customer at the place of performance.

7.5 TRENDICO assumes no warranty for information in brochures, catalogues and on its website.

7.6 TRENDICO assumes no warranty and no liability for defects due to improper storage, use or transport.

7.7 The Customer shall inspect the goods without delay and notify TRENDICO of any defects, if possible, by simultaneously sending proof (e.g. sample of the goods complained about or digital photo) within the statutory period or the period agreed in detail. In the event of a timely notice of defect, TRENDICO shall be free at its own discretion to remedy the defect by replacement or improvement, or to take back the goods against reimbursement of the purchase price. The Customer shall have no further claims.

7.8 The following expiry or limitation periods shall be deemed agreed:

- claims for performance against TRENDICO shall expire within six months after the due date.
- claims for damages against TRENDICO expire six months after knowledge of the damage.

## 8. final provisions

8.1 The Customer shall not be entitled to assign its claims under the contract to third parties without the consent of TRENDICO.

8.2 The assertion of claims on the grounds of *laesio enormis*, error on the part of the Customer and doctrine of frustration by the Customer shall be excluded.

8.3 TRENDICO's performance of the contract is subject to the proviso that no obstacles due to national or international (re-)export regulations, in particular no embargos and/or other sanctions, stand in the way of performance.

8.4 All offer and project documents of TRENDICO, including plans, drafts and other technical documents, as well as samples, catalogues, brochures, illustrations and the like, shall always remain the intellectual property of TRENDICO and may not be reproduced or made available to third parties without the consent of TRENDICO. They must be returned to TRENDICO immediately upon request.

8.5 The business relationship and the contract between TRENDICO and the Customer shall be governed exclusively by Austrian law, excluding its

the conflict-of-law provisions of international private law and the UN Convention on Contracts for the International Sale of Goods.

8.6 The place of jurisdiction for all disputes arising from or in connection with the business relationship between TRENDICO and the Customer shall be exclusively the court having subject-matter jurisdiction for the place of TRENDICO's registered office.

8.7 The German language version shall be deemed the authentic version of the Terms and Conditions and shall also be used for the interpretation of the contract.

8.8 Should individual provisions of this contract be invalid or lose their validity due to a circumstance occurring at a later date, the validity of the rest of the contract shall remain unaffected. The invalid clause shall be replaced by a clause which comes as close as possible to the economic intention of the parties.