

1. General conditions

These general terms and conditions (T&C) apply to all our business relationships with companies, legal entities under public law or special public law assets (hereinafter referred to as "partners") in connection with contracts relating to the sale and/or delivery of movable assets (hereinafter referred to as "merchandise"), in particular heat pumps as well as their use and accessories. The T&C apply in their valid version as general agreement also for future contracts with the same partner without the need to make them aware of this fact in each individual case; we will notify our partners of any changes in the T&C without delay. Only our T&C shall apply. Any deviation, counteracting or supplementary T&C of the partners will only become part of our contract if and insofar as we have agreed to its application. Any unconditional execution will not replace the expressed agreement. Any individual agreements (including ancillary agreements, supplements and amendments) precede the T&C. They require a written, textual or electronic form in order to become effective. Any declarations and notifications with legal effect, which the partner is due to give to us after the agreement has been concluded, require a written, textual or electronic form in order to become effective.

2. Conclusion of contract

Our offers are open and non-binding. This also applies if we have provided our partner with written, electronic or by other means, catalogues, technical documents, drawings, plans, calculations, reference to DIN standards other product descriptions or documentation, title and copyright of which we have reserved. The ordering of the merchandise by the partner represents a binding offer of contract. Insofar as nothing to the contrary results from the order, we will be entitled to accept this offer of contract within 14 days of its receipt.

3. Prices

Prices are understood to be net ex works prices, unless otherwise agreed in individual cases, including packaging and without discount in accordance with the pricelist current at the time of conclusion of contract. All prices are quoted in euros.

4. Delivery, transfer of risk, acceptance, delayed acceptance

(1) The delivery time will be negotiated individually or stated by us at the time of order acknowledgement.

(2) Where we cannot meet the delivery times agreed as binding for reasons beyond our control (non-availability of performance), we will inform the partner of this without delay and simultaneously advise a new likely delivery time. If the performance is still not available within the new delivery time, we will be entitled, either wholly or partially, to withdraw from the contract; any part-payment made by the partner will then be reimbursed without delay. A case of non-performance in this sense would be, in particular, any delayed delivery by our suppliers if we have concluded a congruent transaction, if neither we nor our supplier are responsible or are not obligated to supply in an individual case.

(3) Delivery is made ex works. At the request and cost of the partner, the merchandise will be shipped to a different destination (sale to destination to buyer's instructions). Insofar as nothing to the contrary has been agreed, we are entitled to determine the method of dispatch (in particular haulier, shipping route, and packaging).

(4) The risk of incidental loss or incidental

deterioration transfers to the partner no later than at handover; in the case of sale to destination at the buyer's instructions, the risk of incidental loss, incidental deterioration and risk of delay transfers at the point of handover of the merchandise to the person designated to undertake the transportation. If an acceptance has been agreed, this determines the point of transfer of risk. Any delay in acceptance by the partner will be deemed to be equal to handover or acceptance.

(5) If the partner delays acceptance, if they fail to undertake a joint action or our delivery is delayed for other reasons that are the responsibility of the partner, we are entitled to claim compensation for any loss arising therefrom, including additional costs.

(4) The risk of accidental loss or accidental deterioration passes to the partner at the latest upon handover; in the case of mail-order sales, the risk of accidental loss, accidental deterioration and the risk of delay passes to the person intended for shipment when the goods are handed over. If acceptance has been agreed, this is decisive for the transfer of risk. The transfer or acceptance is the same if the partner is in default of acceptance.

(5) If the partner is in default of acceptance, fails to cooperate or if the delivery is delayed for other reasons for which the partner is responsible, M-TEC is entitled to demand compensation for the resulting damage, including additional expenses.

5. Payment terms

(1) The purchase price falls due for payment, insofar as no other payment terms are stated on our invoice, within 14 days from date of issue of our invoice and delivery or acceptance of the merchandise. We may reject cheques or bills of exchange offered as payment without giving any reason. Partners are only eligible to offset charges or retain payments insofar as such a right has been legally established or is undisputed. The adverse rights of the partner remain unaffected in the case of faulty delivery.

(2) In the case of a sale to destination to buyer's instructions, the partner will be responsible for the shipping costs ex works as well as the costs of any shipping insurance that may be required by the partner. Any duties, fees, taxes and other public dues are met by the partner. Any shipping and other packaging becomes the property of the partner; returned packaging will not be accepted, with the exception of pallets.

(3) Settlement payments must be made to one of the accounts listed on the reverse or to a person with due authority to accept cash payments. Partners will be in default upon expiry of the aforementioned due date. During any overdue period, the purchase price will attract overdue interest at the statutory rate applicable at the time. We reserve the right to make further claims for damages due to any delay in payment (costs incurred in chasing, intervention costs, legal costs). Our claim for commercial overdue interest remains unaffected.

(4) If a client's contractual payment or part thereof is overdue by more than two weeks, the entire residual purchase price will become due for payment immediately. Should it become clear after the conclusion of the contract that our claim for the purchase price is at risk, due to inability to perform by our partner (invocation of forced auctions, initiation of an insolvency procedure), we are entitled to decline to perform in accordance with statutory regulations and, insofar as required following setting a deadline, to withdraw from the contract. In the case of contracts concerning the manufacture of unsaleable items (bespoke products), we can declare our withdrawal from contract immediately; statutory regulations concerning the dispensability of setting a deadline remain unaffected.

6. Cancellation

The partner has the right to cancel the contract. In the case of cancellation, M-TEC is entitled to claim compensation (loss of profit or, if greater, expenses and costs incurred). The level of compensation (cancellation charge) is 20% of the net order value; discounts and additional payments are not taken into consideration.

7. Retention of title

(1) We retain the title in all merchandise sold up to the time of full payment of all current and future debts arising from the purchase contract and any current business transaction (secured debt).

(2) Prior to full payment of the secured debt, any merchandise sold under retention of title may neither be pledged nor transferred as a security to third parties. The partner must notify us without delay in writing if and to what extent third parties are given access to our merchandise.

(3) Should the partner act contrary to contractual obligations, in particular in the case of non-payment of the due purchase price, we are entitled to withdraw from the contract in accordance with statutory regulations, possibly following a demand of payment having been issued, and to demand the handover of the merchandise on account of the retention of title and the withdrawal.

(4) The partner is entitled to sell and/or process the merchandise that is subject to the retention of title within the course of their normal business activities. In this case, the following additional conditions shall apply.

(a) The retention of title extends to the products created by processing, mixing or joining our merchandise to the full extent of their value, whereby we shall be deemed to be the manufacturer. If following processing, mixing or joining with merchandise of third parties their title remains in place, we acquire joint ownership on this processed, mixed or joint merchandise in the ratio of the invoice value. Otherwise, the same applies to such products as for merchandise supplied under retention of title.

(b) Any demands against third parties arising from the onward sale of the merchandise or the products are hereby assigned to us by the partner as a security, either in total or to the extent of our possible joint ownership in accordance with the last clause. We accept this assignment. The obligations of the partner mentioned in para. 2 also apply to the recognition of assigned demands.

(c) The partner remains entitled jointly with us to call on any debt. We are obliged not to call on debts for as long as the partner meets his/her obligation to pay us, is not overdue, there is no application to instigate an insolvency process and there is no other default in his/her ability to perform. However, should this be the case then we will be entitled to demand that the partner informs us of any demands assigned and the associated debtor, to make all details required to call on the debt known to us, to hand over to us all associated documents and to notify the debtors (third parties) of the assignment.

(d) If the realizable value exceeds the security of our demands by more than 15 %, we will release securities at our discretion upon the request of the partner.

8. Warranty

(1) M-TEC agrees to take on a warranty of two years for materials. M-TEC agrees to improve on any defects and deficiencies for which M-TEC is responsible, or to replace them after inspection of M-TEC. Only if the improvement or replacement

has failed is there a claim for price reduction. Any other or further claim, in particular for cancellation of contract / conversion for whatever legal reason, does not exist. The burden of proof that M-TEC is responsible for an error or defect and that the error or defect was present at the time of delivery is solely with the Partner, irrespective of time of occurrence of the error or defect. Services provided by the partner to remedy deficiencies or defects on site are compensated by a flat-rate warranty bonus - the amount of the warranty bonus is settled in the partner contract and is usually already included in the discount granted.

(2) Statutory regulations apply to the rights of the partner in the case of material or legal faults, insofar as nothing to the contrary is stipulated in the following. The special statutory regulations applicable to the final delivery of the merchandise to a consumer remain unaffected in all cases.

(3) The delivery items are free from material faults if the agreed specifications are met. The product descriptions passed onto the partner prior to placing the order or those that were included in the contract as well as in these T&C are the agreed specifications of the merchandise. Insofar as the quality/condition was not agreed, it will be in line with the respective state of the art and statutory regulations. Claims relating to the quality of the software supplied by us will only be considered if a fault can be reproduced. We accept no liability for public statements made by third parties. We reserve the right to implement technical modifications in design that neither impair the function nor diminish the value of the product, and this will not entitle [the client] to raise a claim. This includes particularly deviations from the stated efficiency levels or heating output by +/- 10 %.

(4) Claims in relation to faults raised by the partner are excluded if the partner has failed to inspect the merchandise without delay following its receipt in accordance with statutory obligations and, insofar as a fault manifests itself, fails to notify us without delay in writing, electronically or in text form. For the purposes of immediate notification, it is the time of dispatch which applies, subject to the merchandise arriving in due course. The partner is responsible for providing evidence of dispatch and receipt of the fault notification. The fault notification must include an adequate description of the fault and, insofar as this is useful, the type and kind of occurrence. Should the partner fail to notify us accordingly, the merchandise will be deemed to have been approved, unless it is a fault that such inspection could not have identified. Where such a fault becomes apparent later, the partner must notify us without delay following discovery, otherwise the merchandise will be deemed to have been approved in spite of this fault. If the fault was maliciously withheld, the clause above will not be applied to the partner.

(5) If the merchandise delivered is faulty, we are entitled to remedy the fault or to replace the merchandise with a fault-free new alternative, as we see fit. We are entitled to make the due remedy subject to the payment of the due purchase price by the partner. However, the partner is entitled to retain an appropriate proportion of the purchase price in the ratio of the fault.

(6) The partner must allow us the required time and opportunity for due remedy in particular by handing over the rejected merchandise for test purposes. In accordance with statutory regulations, the partner must return to us the faulty merchandise where a replacement is supplied by us and include a completed return note. Should a demand for remedy of faults made by the partner prove to be unjustified, we will be entitled to reclaim the associated costs from the partner.

(7) Should a fault be identified with the end customer for which we are liable, the partner must inspect the fault on site with the end customer and notify us in line with paragraph 3. The partner

is obliged, insofar as this is reasonable under the circumstances, to remove the fault at the end customer's site in accordance with our instructions. The partner may claim reimbursement of costs agreed prior to the event by submitting an invoice in line with statutory requirements. Costs which the partner would have to incur in any case should be offset. If the claim proves to be unjustified, the partner should claim any cost arising from the end customer; claims against us will then not be justified.

(8) Should the remedy fail or a deadline set by the partner for the remedy has expired or not be needed in accordance with statutory requirements, the partner may withdraw from the purchase contract or reduce the purchase price. Both parties must endeavor to find a mutually acceptable solution prior to the declaration of withdrawal. If no agreement is reached between the parties within 10 days, the partner is legally entitled to withdraw from the contract. No right to withdrawal exists in the case of an insignificant fault.

(9) The end customer or operator bears responsibility for perfect water quality. This applies particularly to adherence to VDI guideline 2035 and heating water standard H5195-1.

(10) The warranty excludes all damage resulting from failure to observe our regulations and conditions of installation, assembly and commissioning, failure to observe the operating and service instructions and failure to observe applicable standards. In the case of a failure to observe applicable standards, we accept no liability for any losses and consequential losses arising therefrom. We shall not be liable for any damage arising from mechanical stress and/or changes brought about by weather conditions, including frost damage, particularly within the area of geothermal collectors.

(11) Warranty claims for merchandise (particularly heat pumps) are subject to a statute of limitation of two years from the date of dispatch, unless a longer period applies in accordance with the applicable law.

(12) Claims by the partner for compensation or reimbursement for expenditure can only be made in accordance with Figure 9 and are otherwise excluded.

9. Liability

(1) Liability for compensation and reimbursement of expenditure in connection with the infringement of a contractual or extra-contractual obligation exists, insofar as nothing to the contrary is provided by these T&C, exclusively in the case of deliberate or grossly negligent actions. In the case of ordinary negligence, we are only liable for a) losses arising from loss of life, injury or a risk to health as well as b) losses arising from an infringement of an essential contractual obligation (only the fulfilment of which would enable the correct execution of the contract and the observation of which the contractual partner can and should be able to generally rely upon). However, in this case our liability is limited to the predictable, typical loss that may arise; any liability for consequential losses is excluded.

(2) Compensation in place of the performance is excluded.

(3) The partner can only withdraw or terminate the contract on account of an infringement of obligation that is not a fault only if such infringement was grossly negligent or deliberate and our responsibility. Any general right to termination by the partner is excluded. In addition, the statutory requirements and legal consequences apply.

(4) The restrictions of liability resulting from these T&C shall not apply if we have concealed a fault maliciously. Claims in connection with liability for a faulty product (Acts based on the 85/374/EEC Directive of the Council of the EC dated 25 July 1985) are not excluded. Insofar as we have given a guarantee,

such guarantee is limited to the merchandise or the part concerned and there is no liability beyond this scope.

10. Guarantee conditions

(1) Guarantees concerning the quality and durability of the object of supply apply exclusively to the extent that we have expressed such a guarantee in writing. Insofar as we have issued a guarantee, this will not cover losses arising from inappropriate installation, poor siting, inadequate maintenance, failure to observe applicable standards (e.g. ÖNORM H5195, pt. 1, heating water standard) and failure to observe the installation and operating instructions.

(2) The partner is obliged to hand over and explain our guarantee declaration and its conditions to the end customer. The partner is obliged to commission the merchandise supplied in accordance with our specification and current technological standards at his own expense and to instruct the customer in its operation. All claims arising from incorrect system operation are excluded from our liability, unless we are liable due to gross negligence or deliberate action. In a guarantee case the partner is obliged to act in line with Figure 8, paragraph 6 at the customer's premises. In accordance with Figure 8, para-graph 6 the partner is entitled to reimbursement for his/her efforts and costs. Subject to the partner not being authorized accordingly, commissioning and the removal of warranty and guarantee faults should be carried out by M-TEC or a service partner certified by M-TEC.

11. Place of contract and place of law

For both parties, the place of contract is the registered office of our business. The contractual parties agree the jurisdiction of the court with the relevant technical competence for Pinsdorf for all legal disputes arising from this contract in accordance with § 104 Austria JN as place of law.

12. Obligations of trust

It is our stated intent in every case to satisfy our customers. Should a default nevertheless occur, please contact us in the confidence that we will endeavor to find an acceptable solution.

Registered office	Executive Directors	Phone	E-Mail	Bank Account	Company Register	Tax Number
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