

General Terms and Conditions GTC of MT Produktions GmbH

Galinastraße 18, 6710 Nenzing, Austria (09/2023)

1 Scope

- a) Only the German version of the General Terms and Conditions GTC (AGB Allgemeine Geschäftsbedingungen) is legally valid.
- b) All deliveries, services and offers from MT Produktions GmbH are based exclusively on these terms and conditions. These also apply to all future business relationships, even if they are not expressly agreed again. These conditions are deemed to have been accepted at the latest when the goods or services are received. Counter-confirmations by the customer with reference to his terms and conditions or conditions of purchase are hereby expressly contradicted.
- c) Verbal ancillary agreements only become legally effective if we confirm them in writing.

2 Offer and conclusion of contract

- a) Our offers are non-committal and non-binding. Declarations of acceptance and all orders require our written or telex confirmation to be legally effective.
- b) Drawings, illustrations, internet information, dimensions, weights or other performance data are only binding if this is expressly agreed in writing.

3 Prices

- a) All prices apply ex works in Nenzing, Austria, excluding packaging and excluding transport or ex works of the respective manufacturer of the merchandise, and are in euros plus VAT at the statutory rate.
- b) We reserve the right to change prices. If there are price increases for raw and auxiliary materials as well as wage increases in the period between order confirmation and delivery, the price valid on the day of delivery will be applied.

4 Payment terms

- a) 50 percent of the order amount is due upon receipt of the order confirmation. The remainder of the order amount is due when the goods are shipped. Customers outside Austria, Germany or Switzerland must transfer 100 percent of the outstanding invoice amount in advance after receiving the order confirmation. If the customer does not comply with this obligation, MT Produktions GmbH is entitled to withhold shipment.
- b) In the case of special designs, the full order amount (100%) is due upon receipt of the order confirmation.
- c) All invoices are due for payment net within 10 working days of the invoice date.
- d) A payment is only deemed to have been made when we can freely dispose of the amount.
- e) If the customer is in default, we are entitled to demand interest at a rate of 8 percentage points above the base interest rate as a lump-sum compensation from the relevant point in time. We are permitted to prove higher damage. If we become aware of doubts about the solvency of the customer, we are entitled to demand advance payment or the provision of security.
- f) The customer is only entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established or are undisputed.

5 Packaging

All prices apply unpackaged and unloaded ex works Nenzing, Austria for products from MT Produktions GmbH and freight collect ex works of the respective manufacturer for retail goods.

6 Transfer of risk

The risk passes to the customer as soon as the shipment has been handed over to the person carrying out the transport or has left the warehouse of MT Produktions GmbH for the purpose of shipment. This also applies if the shipment or transport is carried out by us. If the shipment is delayed at the request of the customer, the risk passes to the customer upon notification of readiness for shipment.

7 Delivery and performance time

- a) Delivery dates or delivery periods are only binding if they have been confirmed by us in writing.
- b) The delivery period begins on the date of receipt of the first down payment of 50 percent of the order amount by the customer to MT Produktions GmbH.
- c) in delivery and performance due to force majeure and due to events that not only temporarily make delivery more difficult or impossible for MT Produktions GmbH, including in particular strikes, lockouts, official orders, etc., even if they occur at suppliers of MT Produktions GmbH or their sub-suppliers, we are not responsible, even in the case of bindingly agreed deadlines and dates. They entitle us to postpone the delivery for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the part that has not yet been fulfilled.
- d) If the hindrance lasts longer than three months, the customer is entitled, after a reasonable period of grace, to withdraw from the part of the contract that has not yet been fulfilled. If the delivery time is extended or if MT Produktions GmbH is released from its obligations, the customer cannot derive any claims for damages from this.
- e) We are entitled to partial deliveries and partial services at any time.
- f) If a delivery period has not been agreed, MT Produktions GmbH has the right to demand acceptance of the goods within 10 working days six months after the date of the order confirmation or to withdraw from the contract and claim damages.

8 Retention of title

- a) Until all claims arising from the business relationship to which MT Produktions GmbH is entitled against the customer for any legal reason now or in the future have been completely fulfilled, the goods remain the property of MT Produktions GmbH.
- b) The customer is entitled to sell the reserved goods in the normal course of business as long as he is not in default with payments. Pledges or collateral assignments are inadmissible. The customer hereby assigns to us in full the claims arising from the resale or any other legal reason (insurance, tort) relating to the reserved goods as security.
- c) In the event of access by third parties to the goods subject to retention of title, in particular seizures, the customer will point out our ownership and notify us immediately so that MT Produktions GmbH can assert its property rights. Insofar as the third party is not able to reimburse us for the court or out-of-court costs incurred in this context, the customer shall be liable for these.
- d) In the event of breach of contract by the customer, in particular default in payment, we are entitled to withdraw from the contract and to demand the return of the reserved goods.

9 Design changes

MT Produktions GmbH reserves the right to make design changes at any time, but we are not obliged to do so.

10 Special constructions

Special constructions are excluded from warranty and right of return. If a customer wants a guarantee or right of return, this must be recorded in a separate agreement.

11 Property rights

- a) If MT Produktions GmbH manufactures items according to drawings, models or samples provided by the customer, the customer guarantees to us that the Produktions and delivery of the items will not infringe the property rights of third parties.
- b) If a third party prohibits MT Produktions GmbH from manufacturing or delivering items based on the infringement of its industrial property rights, we are entitled, without examining the legal situation, to the exclusion of all claims for damages by the customer, to discontinue manufacture and delivery and to reimburse the costs incurred to charge costs.

12 Warranty

- a) Complaints about defects will only be taken into account if they are made in writing within 8 days of receipt of the goods, whereby the time we receive the complaint is decisive for the timeliness of the complaint. Other deliveries must also be reported in writing. In the case of hidden defects, the notice of defects must be made in writing within a period of 8 days after discovery.
- b) The period for asserting claims for defects is one year from delivery of the products.
- c) If complaints about defects are properly made and justified, we will, at our discretion, deliver the defective part of the delivery, grant a price discount or take back or repair the goods against reimbursement of the purchase price. The customer must grant us a reasonable period of time for replacement deliveries or improvements.
- d) The place of performance for the warranty is the Nenzing plant, Austria. The customer therefore bears any transport and customs clearance costs for spare or exchange parts or for subsequent or returned deliveries of machines and parts.
- e) We do not accept any warranty claims for chemical and physical properties of the raw materials specified or agreed with us.
- f) Goods that have been the subject of a complaint may only be returned with our express consent. In the event of a return, these goods become our property. MT Produktions GmbH does not assume any transport or customs clearance costs.
- g) Wear parts are excluded from the warranty. These include in particular: rubber crawler belts (wear and tear), ball bearings, running wheels as well as seals and sealing rings and their consequential damage.
- h) The manufacturer cannot guarantee the formation of cracks in the crawler belts, since the formation of cracks can also result from different mechanical loads, eg edge cuts by curbs or abrasive subsoil.
- i) If a machine is not used in accordance with the specifications in the operating instructions, properly operated, maintained, or appropriate original spare parts are used, the warranty claim expires completely.
- j) Warranty can only be granted on machines, devices or rubber track systems produced by MT Produktions GmbH according to the above-mentioned rules, provided that this is not excluded by offer or contract. Not on related parts, such as tractor parts, such as axles, hitch points, etc.

13 Liability

- a) Claims for damages are excluded regardless of the type of breach of duty, including tort, unless intentional or grossly negligent action is involved.
- b) In the event of a breach of essential contractual obligations, MT Produktions GmbH is only liable for any negligence up to the amount of the foreseeable damage. Claims for lost profits, saved expenses, claims for damages from third parties and claims for other indirect and consequential damages cannot be demanded.
- c) Insofar as the liability of MT Produktions GmbH is excluded or limited, this also applies to our employees, employees, representatives and vicarious agents.
- d) The destination of the goods and services manufactured by MT Produktions GmbH is exclusively Europe.
- e) MT Produktions GmbH is only liable for the machines, devices or rubber track systems produced in-house, but not for any entire vehicle that may result from this.
- f) MT Produktions GmbH is not liable directly or indirectly (consequential damage) for damage caused to or by the carrier vehicle (defects, accidents, etc.) which are related to products from MT Produktions GmbH. This includes in particular damage (e.g. cracks, fractures, etc.) to the vehicle axles and consequential damage caused by the use of a rubber track system.
- g) Unless otherwise contractually agreed in writing, complete vehicle bodies and solutions, e.g. carrier vehicles with rubber track systems, from MT Produktions GmbH do not have an operating permit, TÜV approval or road approval. The warranty and guarantee claims by the manufacturer of the carrier vehicle (e.g. tractor) also expire.

14 Governing Law, Venue, Severability

- a) The law of the Republic of Austria applies to these terms and conditions and the entire legal relationship between MT Produktions GmbH and the customer. The provisions of the UN Sales Convention do not apply.
- b) If the customer is a merchant or a legal entity under public law, Nenzing, Austria is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
- c) Should a provision in these terms and conditions or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.