

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (GTC)

MAI International GmbH

Valid from November 1, 2025

§ 1 Scope of application

1. These GTC apply in the version valid at the time of conclusion of the contract to all offers, contracts, and deliveries between MAI International GmbH (hereinafter referred to as "MAI") and its business customers ("Customer").
2. Amendments and additions to the GTC as well as verbal side agreements that deviate from the content of these General Terms and Conditions shall only become effective with the written confirmation of MAI. Deviating or supplementary terms and conditions of business/purchase of the Customer shall not become part of the contract unless MAI expressly agrees to them in writing.
3. The GTC shall also apply to future transactions without the need for further notice.
4. The contract language is German or English. All information and offers shall be written in German or English.

§ 2 Conclusion of contract

1. Offers made by MAI are subject to change. The customer's order constitutes an offer to conclude a contract. A contract is only concluded when MAI confirms the order in writing or delivers the goods.
2. Information about the goods offered by MAI in catalogs, price lists, brochures, advertisements at trade fair stands, circulars, advertising mailings, or other media (information material) is non-binding unless it has been expressly declared in writing to be part of the contract.
3. Drawings, illustrations, and technical data are only authoritative if MAI expressly confirms them as binding.

§ 3 Prices

1. Unless otherwise stated, the prices quoted are in EURO (€) and are net prices excluding value added tax (VAT). VAT will be charged additionally at the applicable statutory rate, if applicable. The customer shall bear all costs incurred in connection with the payment, in particular bank charges, transfer fees, costs for international transactions, and any exchange rate differences. Payments shall only be deemed to have been made when the full invoice amount in EURO has been credited to the account specified by MAI without any deductions.
2. Packaging, transport, loading and shipping costs will be charged according to expenditure.

§ 4 Payment and retention of title

1. Unless otherwise stated in MAI's offer or order confirmation, the entire order value is due for payment no later than three working days before the start of production or delivery.
2. If the delivery and invoicing of an order exceeds the credit limit granted to the customer by MAI, MAI is entitled to withhold the entire delivery until outstanding claims have been settled to the extent necessary to comply with the credit limit, without this resulting in a delay in delivery.
3. No discount shall be granted unless expressly agreed in writing.
4. In the event of default in payment, the customer shall owe interest at a rate of 5 percentage points above the 12-month EURIBOR, but at least 8% p.a., as well as the reminder and collection costs necessary for appropriate legal action.
5. The goods shall remain the property of MAI until all claims, including interest, discounts unjustifiably retained by the customer or unrecognized deductions, as well as costs incurred elsewhere and the like, for whatever legal reason, have been paid (retention of title).
6. The customer is not entitled to pledge the goods subject to retention of title or to transfer them as security. In the event of access by third parties to the goods subject to retention of title (in particular enforcement), the customer must notify MAI immediately in writing.

§ 5 Cancellations and withdrawal

1. Cancellations of orders require the express written consent of MAI.
2. In the event of cancellation of an order for standard goods, a flat-rate cancellation fee of 15% of the gross order value shall be payable. Any advance payments already made shall be credited to this extent.
3. With custom-made products, withdrawal from the order is excluded. If a mutual cancellation is nevertheless made, any advance payment made shall be forfeited without compensation. In the case of production that has already begun or been completed, MAI reserves the right to claim additional costs.
4. MAI is entitled to withdraw from the contract immediately for good cause and to suspend deliveries in the event of default in payment or justified doubts about the customer's creditworthiness.

§ 6 Delivery, shipping and delivery times

1. Unless otherwise agreed, delivery shall be made in accordance with Incoterm 2020 FCA Feistritz/Drau factory. MAI shall be responsible for export customs clearance. The customer shall be solely responsible for import customs clearance, payment of any import duties (including customs duties, taxes, or other fees), and compliance with import regulations in the country of destination. MAI shall not be liable for reimbursement of costs or liability for duties incurred in the recipient country.
2. MAI shall not be liable for delivery delays attributable to the transport service provider.
3. Delivery dates are non-binding unless they are expressly confirmed on the order confirmation.
4. If the customer is in default of acceptance of the goods, MAI is entitled to store the goods at the customer's expense and risk and to charge reasonable storage fees; in this case, the delivery shall be deemed to have been fulfilled.
5. MAI is entitled to make partial deliveries and issue corresponding partial invoices.

§ 7 Force Majeure

1. Force majeure or other unforeseen obstacles within MAI's sphere of influence release MAI from compliance with the agreed obligation. Force majeure includes, in particular, operational and traffic disruptions, pandemics and epidemics, improper performance by subcontractors, transport interruptions, or production stoppages; for the duration of the aforementioned impediment, MAI shall be released from its obligation to perform without giving rise to claims for price reductions or other compensation.
2. Events beyond MAI's control (e.g., strikes, operational disruptions, material shortages) entitle MAI, at its discretion, either to extend the delivery period by the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract after 90 days of continued force majeure.

§ 8 Export control and sanctions

1. The customer undertakes to comply with all applicable export, re-export, sanction, and embargo regulations of the European Union, the United States of America, and all other countries whose regulations apply to the contractual relationship. Resale of the goods in countries subject to embargo restrictions is not permitted without the written consent of MAI.
2. The customer undertakes to provide MAI immediately upon request with all information necessary for the performance of export and sanctions checks in a complete and correct manner and to indemnify and hold MAI harmless with regard to all consequences of any violation.
3. Delivery and performance by MAI is subject to there being no obstacles due to national or international foreign trade regulations, embargoes, or other sanctions regulations. MAI is entitled to suspend deliveries or withdraw from the contract if the fulfillment of the contract becomes legally impossible or inadmissible due to the lack of official approvals or applicable sanctions or embargo regulations, in particular as a result of being listed on sanctions lists.
4. In the event of violations of export regulations, the customer shall indemnify MAI against all resulting damages, costs, and third-party claims.
5. MAI is entitled to terminate the contract at any time without notice if approvals are not granted or are revoked.

§ 9 Installation, commissioning and training

1. Unless installation, commissioning, training, or maintenance of the delivered machines and parts are expressly ordered and paid for separately, these services are the sole responsibility of the customer.
2. If the customer commissions MAI to perform such services, separately agreed terms and prices shall apply.
3. The customer shall create all operational conditions necessary for installation or commissioning at its own expense. In the case of services, the scope and type of service provision shall be governed by the contract. The customer shall cooperate in the provision of the service and enable us to provide the service. In this respect, the customer shall provide us with all necessary information and support measures so that we can perform the service. If a date for the provision of the service has been agreed, this shall be deemed to be the date on which the service is provided. If no date has been agreed, we shall provide the service within a reasonable period of time, after prior consultation with the customer.

§ 10 Warranty

1. MAI warrants that the goods are in conformity with the contract at the time of transfer of risk.
2. Transport damage must be reported to MAI immediately, at the latest within five working days, enclosing a damage report signed by the transport company and the customer.
3. The customer must inspect the delivery immediately and report any visible defects in writing within 14 days of receipt at the latest. If the customer fails to report any defects, the goods shall be deemed to have been approved. Section 377 of the Austrian Commercial Code (UGB) applies mutatis mutandis.
4. All warranty claims—regardless of their legal basis—shall become time-barred within twelve months of delivery. The legal presumption of § 924 ABGB (Austrian Civil Code) is expressly waived. The customer bears the burden of proof that an alleged defect was already present at the time of delivery. The burden of proof does not apply to fraudulently concealed defects, breaches of duty caused intentionally or through gross negligence, and characteristics of the goods expressly guaranteed in writing.
5. In any case, damage resulting from weather conditions, wear parts, natural wear and tear, and damage caused by improper operation, faulty assembly, or modifications by the customer or third parties are excluded from the warranty.
6. The place of performance for the warranty is exclusively the registered office of MAI in Feistritz/Drau. The customer shall bear the costs of shipping the defective goods to this location and back, provided that the complaint is unfounded.
7. MAI is entitled to charge the customer for the costs incurred in checking the goods in the event of an unfounded complaint. If there is a defect covered by the warranty that has been reported by the customer within the specified period and recognized by MAI, MAI shall, at its own discretion, either repair or replace the goods within a reasonable period of time. The customer's right to rescind the contract or reduce the price is expressly excluded.
8. Rectification may take the form of, in particular, the free delivery of defect-free replacement or exchange parts. The customer shall generally carry out removal and installation work at the place of use of the delivery item at their own expense. MAI shall support them in this by providing telephone or digital remote support and detailed installation instructions. Further expenses, in particular travel, accommodation, and travel time, shall not be reimbursed. Any replaced parts shall become the property of MAI. The original warranty obligation shall not be extended by work and deliveries covered by the warranty.
9. The warranty also excludes defects resulting from installation and assembly not carried out by us, inadequate equipment, failure to observe installation requirements and conditions of use, overloading of parts beyond the performance specified by us, negligent or incorrect handling, and use of unsuitable operating materials. This also applies to defects that can be attributed to materials provided by the customer. We are also not liable for damage caused by the actions of third parties, atmospheric discharges, power surges, and chemical influences.
10. The entire warranty does not cover the replacement of parts that are subject to natural wear and tear. In addition, the warranty shall expire if the customer himself or a third party not expressly authorized by us makes changes or repairs to the delivered goods without our written consent.

§ 11 Offsetting and retention

The customer is not entitled to offset claims against counterclaims or to withhold payments unless the counterclaim has been legally established or recognized by MAI. The retention of payments due to warranty claims is not permitted.

§ 12 Liability

1. MAI shall only be liable for damages in cases of intent or gross negligence.
2. The amount of liability shall be limited to the amount covered by insurance; if the damage exceeds this insured amount, liability shall in any case be limited to the net order value of the delivery that caused the damage.
3. MAI shall not be liable for indirect or consequential damages, in particular loss of production or profit, or for atypical or unforeseeable damages.
4. The above limitations shall not apply to personal injury or to mandatory claims under the Product Liability Act.

§ 13 Product liability

1. Recourse claims by the customer pursuant to § 12 PHG (Product Liability Act) are excluded unless the customer proves that the alleged defect is due to intentional or grossly negligent conduct on the part of MAI.
2. Recourse by the customer against MAI pursuant to § 933b ABGB (Austrian Civil Code) is expressly excluded.

§ 14 Technical documentation and copyright

1. Catalogs, brochures, drawings, plans, and other documentation remain the intellectual property of MAI, which reserves the copyright. These may not be reproduced or made accessible to third parties without the written consent of MAI and are protected against imitation and anti-competitive use in particular. These rights remain fully with MAI even after the documents have been handed over to the customer.
2. Upon conclusion of the contract and full payment, the customer receives a non-exclusive license to use the documents for the specific contractual purpose. Any use beyond this, in particular the transfer to third parties, reproduction, or use for other projects, requires the prior written consent of MAI.
3. If the contract is not concluded, all documents provided must be returned to MAI immediately. Electronically transmitted documents must be deleted and the deletion must be confirmed in writing at the request of MAI.

§ 15 Compliance with standards

The delivered products comply with the applicable European standards and directives. Compliance with standards or regulations applicable outside the European Union is not guaranteed. Compliance with other standards can be checked and offered upon separate request.

§ 16 Software Licenses and Updates

1. If the delivered goods contain software or firmware, the customer shall receive—insofar as MAI is entitled to do so—a non-exclusive, non-transferable right to use the supplied software/firmware to the extent specified in each case.
2. Reverse engineering, decompiling, or converting the software back into source code is prohibited, unless this is expressly permitted by law.
3. MAI shall provide the customer with legally required security or compliance updates (e.g., to meet regulatory requirements or product safety obligations) free of charge; if the customer is unable to install them, MAI shall perform the installation or provide a remote service.
4. Update installations that go beyond the measures required by law or the updates necessary to remedy significant defects within the scope of the warranty shall be carried out for a separate fee. The obligation to update programs, software, components of programs or software free of charge and without separate commissioning is expressly excluded.
5. All intellectual property rights to the software remain exclusively with MAI.

§ 17 Confidentiality

1. The customer undertakes to keep confidential all confidential information disclosed or made available to them within the scope of the business relationship, in particular prices, drawings, technical data, software source codes, and other know-how, and not to make it accessible to third parties.
2. The confidentiality obligation shall continue to apply beyond the duration of the business relationship.
3. The confidentiality obligation does not apply to information that a) was publicly known at the time of disclosure or becomes publicly known thereafter without breach of this agreement, b) was already lawfully known to the recipient, c) was lawfully obtained from a third party without any confidentiality obligation, or d) must be disclosed due to legal regulations or official orders.
4. In the event of a breach, MAI shall be entitled to demand a contractual penalty of EUR 25,000 per breach, which shall not be subject to judicial moderation, and to suspend ongoing deliveries and withdraw from the contract. Any further claims for damages shall remain unaffected.

§ 18 Non-solicitation clause

The customer undertakes, in accordance with a post-contractual non-solicitation clause, not to solicit any MAI personnel after termination of the business relationship. In the event of a breach of this non-solicitation clause, the parties agree on a contractual penalty of EUR 25,000, which is not subject to judicial moderation. Any further claims for damages remain unaffected.

§ 19 Severability clause

The invalidity of any provision of these GTC shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by an economically equivalent or similar, but permissible provision.

§20 Place of jurisdiction and applicable law

1. The place of performance for delivery, payment, and warranty is the registered office of MAI in 9710, Feistritz/Drau, Austria.
2. The exclusive place of jurisdiction is Klagenfurt am Wörthersee, Austria. Austrian law applies exclusively, excluding the conflict of law rules of the IPRG and the UN Convention on Contracts for the International Sale of Goods (CISG).