

## GENERAL TERMS AND CONDITIONS

of SIBA System Integration GmbH, Gewerbepark 7, A-4762 St. Willibald, hereinafter referred to as "SIBA", for delivery to end customers and general contractors.

### **Acceptance of the scope of delivery:**

The order agreement is fulfilled by SIBA upon acceptance of the scope of delivery and services in accordance with the order agreement concluded between SIBA and the Customer.

SIBA will notify the customer of its readiness for acceptance. Acceptance must be carried out within the specified period or on the agreed date (the schedule on which this offer is based). If this period or deadline is exceeded for reasons for which SIBA is not responsible, the scope of delivery and services shall be deemed to have been accepted by siba without defects. The same applies to any utilisation of the system, including by third parties.

Acceptance can only be refused in the event of a significant defect.

### **Acceptance procedure:**

Acceptance of the SIBA scope of delivery and services is carried out jointly with the customer and the client.

The client must ensure that all measures are taken by the customer in good time and that all requirements are met in order to be able to carry out the acceptance on time.

### **The following inspections and tests must be carried out as part of the acceptance procedure:**

- **Safety inspection**  
During the safety inspection, the system is tested with regard to the safety equipment required by the relevant authorities. The system parts and components offered by siba fulfil the requirements of the UVV and EN standards.
- **Functional test**  
During the functional test, a system inspection is carried out to check whether all agreed functions are present.
- **Performance test**  
The performance (transport units/h) of the siba scope of delivery is measured on individual elements (e.g. transfer units, vertical conveyors, etc.).

The services valid for this offer and guaranteed by siba are described in the offer. This information is based on the assumption that the response times of the higher-level EDP system and manual interventions or activities of the operating personnel do not reduce performance.

- **Availability test**  
The prerequisite for the availability test is that the individual components of the overall system (mechanics, electrical control, EDP) can work together as intended.

Downtimes for which siba is responsible are only those times that are caused by a failure of the components supplied by siba. Downtimes that are attributable to malfunctions of the higher-level IT system, incorrect operation or unsuitable conveyed goods are not downtimes for which siba is responsible.

The assessment of downtimes and the calculation of availability is carried out in accordance with the guidelines of VDI 3581

Before final acceptance, any significant defects identified in the tests and inspections must be rectified or binding deadlines for their rectification must be agreed.

If there are no significant defects, the results of the inspections and tests are summarised in an acceptance report. This report also contains any existing minor defects and the deadline for their rectification.

### **Approval by TÜV and authorities:**

Our offer does not include any costs for TÜV and official approvals.

### **Guarantee**

Professional maintenance of the system is a prerequisite for the warranty.

The warranty shall commence upon utilisation of the system or upon commencement of production, including by third parties, but at the latest on the day of acceptance or 2 weeks after notification of readiness for acceptance by siba.

For defects recorded in the acceptance report and for which siba is responsible, the warranty shall commence on the date on which these defects are rectified.

Wear parts are excluded from the warranty.

### **Instruction and maintenance**

The customer receives maintenance and servicing instructions for the mechanics of the system supplied by us together with the documentation. Instruction of the operating personnel by the customer or the operator of the system is included in our

included in the offer. We assume that the instruction can be carried out and completed during the mechanical and electrical installation or during commissioning. The customer shall nominate the designated persons in good time.

### **Liability**

We are only liable within the scope of our liability insurance as follows:

for property damage, personal injury and resulting financial losses up to **€ 10,000,000.00** maximum once per year.

**Consequential damages, such as in particular loss of profit and financial losses due to interruption of production and operational hindrance etc., are expressly excluded.**

siba shall only be liable for damages caused by siba's gross negligence, whereby the burden of proof that siba was grossly negligent shall lie with the client. In general, any liability of siba towards the Client shall be limited to **€ 5,000,000.00**.

Due to the breach of confidentiality, siba shall only be liable if siba or a siba employee has acted wilfully or with gross negligence. Claims against employees of siba are excluded to the extent permitted by law.

Insofar as claims for damages are excluded and limited in accordance with the above paragraphs, this exclusion or limitation shall also include claims in tort and claims against employees and agents of siba.

We shall be liable, to the exclusion of all other claims, for proper assembly in such a way that we shall, at our discretion, modify or reassemble any items that have not been properly assembled.

Complaints must be reported by the end of installation at the latest, otherwise the installation is deemed to have been carried out correctly.

The installation personnel may only carry out work that goes beyond our order with our consent.

We shall not be liable for the work of our assembly personnel and other vicarious agents insofar as this work is not connected with the assembly or insofar as defects are attributable to the intervention of the customer.

The customer is obliged to ensure safety at the installation site. He shall be liable to us for personal injury and property damage resulting from the breach of this obligation.

## **Copyright**

All documents contain know-how, ideas and development services from siba.

All documents and information may not be copied, analysed, reproduced or made accessible to third parties in any way, either in whole or in part, without the permission of siba. Details thereof are also subject to the statutory protection provisions.

The source code will be deposited with a notary with an irrevocable authorisation to pursue the claim in accordance with standard practice. In the event of insolvency of the control system supplier, the source would be accessible to the customer.

## **Services of the customer**

- The following facilities or services shall be made available by the customer at no extra charge, or the customer shall ensure that they are available in good time:
- A project manager who is authorised to make decisions and who is available to our project manager as a contact person for the rapid implementation and integration of the project
- Creating the prerequisites for the timely clarification of interfaces to tangential trades that are not included in the scope of siba's offer

- Creating assembly conditions (heating, lighting, sanitary facilities for our assembly personnel, etc.), including during the commissioning phase
- Sufficiently resilient construction site access road
- At least one lighted, lockable room of appropriate size for the storage of materials and equipment
- Installation of a telephone in this room
- Costs and installation of construction water, construction air and construction electricity
- Safety railings, protective walls, etc. to secure the installation site or system area, which are required due to the requirements of the local safety authorities or internal safety officers
- Free use of waste containers near the construction site for packaging.
- Storage of all transport units (containers, pallets, etc.)
- Supply and installation of sprinkler systems, fire doors, fire alarm systems and interfaces to these trades, unless included in siba's offer, as well as fire protection measures in general
- All impact protection equipment, unless included in siba's offer
- Alterations to existing buildings, as well as all foundation and masonry work
- I-point cabins and their equipment and peripherals
- Official fees
- Work tables and transport trolleys

All parts and services that are required to fulfil the order and are not expressly included in siba's offer

### **Installation and commissioning requirements**

Unhindered delivery, installation, assembly and commissioning of the system shall be assumed. If delays occur that are not attributable to siba's fault, the resulting costs shall be borne by the customer. This shall also apply to localised obstructions caused by other companies working on the construction site.

Overtime, Sunday and public holiday work shall be charged additionally for assembly work that has to be carried out outside normal working hours or shortened at the customer's request.

## **Delivery**

If the delivery is delayed due to circumstances that are attributable to the customer's sphere of influence, the agreed payments shall be made at the time at which they are due.

would have to be paid if delivery had been made on time. We shall be entitled to charge storage costs incurred by us as a result of such delays.

The dispatch route and means of transport are at our discretion, unless the buyer makes special provisions at the time of purchase.

If the goods are to be collected, the collection time must be agreed with us in good time. We are not liable for waiting times during collection. The provision of packaging and loading material as well as any necessary modifications to the means of transport shall always be borne by the buyer.

## **Retention of title**

All parts supplied by us as well as the finished work shall remain our property until all of the client's financial obligations to us have been settled in full. This ownership shall remain with us even if our delivery is firmly attached to or installed in the property of the customer, as long as the removal of our property does not cause any significant damage to the property of the customer which is no longer in any economic relation to the order value of our delivery.

As long as the retention of title exists, the sale, pledging, transfer by way of security and leasing or other transfer of the deliveries made by us is not permitted without our written consent. In the event of seizure or other utilisation of the work delivered by us or parts thereof by third parties, the customer is obliged to assert our right of ownership and to inform us immediately.

In the event of the sale of the item subject to our retention of title, the client's claim replacing it shall take its place without this having to be expressly assigned to us.

## **Transfer of risk**

The transfer of risk occurs with the preliminary acceptance of the system. In the event of default of acceptance and any kind of utilisation of the delivered system, or parts thereof, by the customer or third parties, the risk shall already pass to the customer at this point in time.

## **Place of jurisdiction and applicable law**

For all other cases, Austrian law applies and the place of jurisdiction is Ried i.I.

## **Force majeure**

In the event that the fulfilment of the order is hindered or made impossible by force majeure, we may postpone the delivery date or withdraw from the contract in part or in full.

All unforeseeable events or events which, even if they were foreseeable, are beyond the control of the client or contractor and whose effect on the fulfilment of the order cannot be prevented by reasonable efforts shall be deemed to be force majeure. These include war, natural disasters, labour disputes, shortage of raw materials, etc.

## **Binding specifications**

In the event of an order, a realisation specification must be drawn up with the customer for all delivery and service scopes.

All delivery and service contents as well as the structure and function of all offer scopes are described in detail in this realisation specification.

This creates a binding basis for implementation for both parties.

If fundamental changes, extensions or reductions in the scope of delivery and services arise during the specification phase, these shall be offered within the framework of higher or lower prices.

The time frame for the creation of the detailed specifications is determined as part of the detailed schedule planning. Regular project meetings are held during the detailed specification phase.

A prerequisite for the timely completion of the project is the intensive co-operation of the client, in particular through competent employees from the individual specialist departments.

A delayed completion of the specification phase will result in delays in the further course of the project, as only the specification is a binding requirement for production in our company.

## **Documentation**

siba shall provide the customer with the documents required for the operation and maintenance of the siba scope of delivery and services in triplicate (1x CD-ROM).

Dates: preliminary documentation at the start of production  
Final documentation on final acceptance

The documentation includes in particular

- Operating instructions and maintenance instructions without design drawings
- Layout for conveyor and storage technology in DXF format ( Version 2000 )
- Circuit diagrams in E-Plan
- Spare parts lists
- Spare parts range
- Software manuals
- Calculator specification

## **Duty to inform**

The customer shall immediately notify siba's project management in writing of any concerns about the intended method of execution, about preliminary work by its subcontractors or about discrepancies in the review of the drawing documents, stating the reasons.

The customer must reach an agreement with siba's project management as quickly as possible.