

EPS Electric Power Systems GmbH
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General Terms and Conditions (AGB)

Terms of sale and delivery

EPS Electric Power Systems GmbH

1. General information

- a. These General Terms and Conditions (Terms and Conditions of Sale and Delivery) of EPS Electric Power Systems GmbH shall apply exclusively to all deliveries, services, contracts and offers.
- b. Amendments and supplements to these terms and conditions as well as collateral agreements require the written confirmation of EPS Electric Power Systems GmbH in order to be valid.
- c. These General Terms and Conditions shall also apply to all future transactions with the customer.

2. Product and service offer, offer documents

- a. Our offers and cost estimates are subject to change and non-binding.
- b. All information on the goods that the customer receives during the ordering process is non-binding. In particular, changes in design and technology, which improve the functionality of a product or service, as well as errors in description, illustration and pricing are reserved. All technical information on the individual goods is based on the manufacturer's specifications.
- c. The documents belonging to the offer such as drawings, illustrations, brochures, weights and dimensions are only approximate unless they are expressly designated as binding in writing by EPS Electric Power Systems GmbH.

3. Prices and terms of payment

- a. Our prices do not include the statutory value added tax (VAT); this is shown separately on the invoice at the statutory rate on the day of invoicing. Prices to consumers are quoted including the statutory value added tax.
- b. All prices quoted are for goods and services excluding transport, unpacked and ex works or ex EPS Electric Power Systems GmbH warehouse. Travelling times, transport and packaging costs will be invoiced separately.
- c. Unless otherwise agreed in writing by EPS Electric Power Systems GmbH, payment shall be made within 14 (fourteen) days of the invoice date. A cash discount or other deductions are not permitted. Any deductions will be charged back.
- d. If the payment date stated in the invoice is exceeded, the purchaser shall be in default of payment without the need for a separate reminder or notification. Subject to the assertion of further rights and claims for damages, EPS Electric Power Systems GmbH shall be entitled to charge interest on arrears. If the customer is in default of payment, EPS Electric Power Systems GmbH shall be entitled, subject to the assertion of further rights and claims for damages, to demand default interest of 9.2% p.a. above the base rate from entrepreneurs and default interest of 5% p.a. from consumers. In the event of default, the purchaser is obliged to reimburse EPS Electric Power Systems GmbH for all pre-litigation costs incurred by it, such as lawyers' fees, reminder and collection charges.
- e. All payments by the customer shall always be used to settle its oldest liabilities. Incoming payments by the customer shall first be credited against expenses and costs of any kind, then against interest and finally against the principal claim. The same shall also apply to the encashment of cheques, bills of exchange or bank collection orders.
- f. Withholding of payments due to existing or alleged defects in delivered goods or services, for whatever reason, is not permitted. The purchaser shall not be entitled to offset any counterclaims he may have against EPS Electric Power Systems GmbH against the claim of EPS Electric Power Systems GmbH, unless these claims are legally connected with the purchaser's liability.

4. Terms of delivery, delivery periods

- a. The goods shall be delivered at the customer's expense and risk, even if partial deliveries are made. Partial deliveries are deemed to be independent deliveries for the purposes of payment obligations, transfer of risk and warranty. The customer is not entitled to reject a partial delivery or partial performance or to refuse acceptance.
- b. If the customer so wishes, deliveries can be covered by transport insurance. Transport insurance must be ordered in writing. All costs, including all expenses, shall be borne by the customer. The customer must fulfil all obligations of the transport insurer in the event of damage, in particular immediate inspection and notification of damage.
- c. The delivery times stated by us are non-binding unless expressly declared binding by EPS Electric Power Systems GmbH. Any binding delivery times are subject to clarification of all technical issues and must be confirmed in writing by both parties.
- d. Mobilisation, war, riots, strikes, lock-outs or the occurrence of unforeseeable obstacles shall automatically cancel the delivery periods declared as binding, without the customer having any legal claim.

5. Retention of title

- a. Deliveries shall only be made subject to retention of title. The goods delivered or work performed shall remain the property of EPS Electric Power Systems GmbH until payment in full, including ancillary claims.
- b. During the period of the upright retention of title, the customer may not make any disposition with regard to the goods in our ownership which would infringe our ownership.
- c. Default of payment shall entitle us to retrieve the delivered goods and to cancel the contract. Return costs shall be borne by the customer. Any further claims for damages remain unaffected.

6. Warranty and limitation of liability

- a. The statutory warranty periods shall apply.
- b. If the customer is an entrepreneur, he is obliged to inspect our deliveries and services immediately at the time of acceptance for any defects, deficiencies or incorrect deliveries. Complaints arising from this must be made by the customer in writing and in concrete and detailed form, otherwise any warranty entitlement shall lapse. Hidden defects that cannot be discovered even after careful inspection must be reported by the customer in writing immediately after discovery in a specific and detailed manner, otherwise any warranty will also be cancelled. However, the customer is in no way entitled to suspend payments.
- c. Any warranty ends in any case with the expiry of the statutory warranty period.
- d. If a delivery item is defective or lacks a property warranted in writing, we shall be entitled to choose between replacement delivery or rectification. Multiple repairs are permissible.
- e. To the extent permitted by law, the liability of EPS Electric Power Systems GmbH for all damages suffered by the purchaser, in particular for consequential damages and loss of profit, as well as for all defects, is excluded.
- f. Liability for damages resulting from a product defect suffered by an entrepreneur is excluded for all companies involved in the production and distribution. The purchaser is obliged to agree this indemnity clause with its customers, including the obligation to transfer the indemnity clause back to the next contractual partners. Liability for recourse claims under the Product Liability Act is excluded.

7. Repair work

- a. Repairs, cost estimates and repairs are invoiced according to the hourly rates valid at the time the order is placed, plus costs for travelling time and travel. The first hour or part thereof will always be charged in full. The invoice amount is payable immediately upon receipt of the invoice without deduction.
- b. The prices quoted in a written or verbal quotation are only approximate and are not binding for EPS Electric Power Systems GmbH.
- c. Complaints about repairs and maintenance work are only possible within three days of receipt of the item to be repaired or after completion of the repair/repair work.

8. Software, literature, intellectual property

- a. The software is protected by copyright. If software is included in the scope of delivery, the customer may neither copy it nor allow third parties to use it. In the event of a breach of these terms of use, the customer shall be liable in full for any resulting damage. By opening the sealed packaging, the software licence conditions of the manufacturer are acknowledged; subsequent return or exchange is not possible.
- b. EPS Electric Power Systems GmbH accepts no liability whatsoever for the function, freedom from defects and possible faultiness of the programmes or software products distributed by us. Liability and warranty are excluded in this respect.
- c. EPS Electric Power Systems GmbH accepts no liability whatsoever that the goods supplied by it do not infringe any industrial property rights of third parties.
- d. EPS Electric Power Systems GmbH reserves all rights to every design, text and graphic on its website. Copying or any other reproduction of the website or parts thereof is not permitted.
- e. All trademarks, trade names or trade marks of company names or logos are the sole property of their respective owners.
- f. EPS Electric Power Systems GmbH reserves the property rights and copyrights to all illustrations, drawings, sketches, calculations and other documents. The customer requires our express written consent before passing them on to third parties.

9. Place of jurisdiction, place of fulfilment

- a. Austrian law shall apply to the exclusion of the conflict of law rules of Austrian private international law and the provisions of the UN Convention on Contracts for the International Sale of Goods.
- b. St. Pölten, Austria, is agreed as the place of jurisdiction.
- c. Unless otherwise agreed in writing, the registered office of EPS Electric Power Systems GmbH shall also be the place of fulfilment.

EPS is a registered brand name

EPS Electric Power Systems GmbH

Maria Anzbach, October 2024