

# GENERAL TERMS AND CONDITIONS

## LINDNER-RECYCLINGTECH GMBH, MANUEL-LINDNER-STRASSE 1, 9800 SPITTAL/DRAU

AS OF: JUNE 2024

### 1. SCOPE OF APPLICATION

- 1.1. The deliveries, services and offers of the Lindner Recycling Tech GmbH ("LINDNER") are exclusively subject to these General Terms and Conditions. They hence also apply to all future business relationships. These terms and conditions are deemed to have been accepted at the latest upon receipt of the product or the service. The contracting parties agree that the General Terms and Conditions of the buyer/customer ("contractual partner") shall not apply. This also applies if the contractual partner refers to its General Terms and Conditions and, respectively, to its Purchase Conditions by reconfirmations or in any other way.
- 1.2. Deviations from the conditions mentioned under point 1.1. shall only be effective upon written confirmation by LINDNER.

### 2. SUBMISSION OF OFFER AND CONCLUSION OF CONTRACT

- 2.1. Offers submitted by LINDNER shall be deemed non-binding.
- 2.2. Declarations of acceptance and all orders require the written confirmation of LINDNER to be legally effective. The same applies to supplements, amendments or ancillary agreements. A contract shall thus without exception only be considered concluded when LINDNER submits a written order confirmation or sends the delivery.
- 2.3. Drawings, images, dimensions, weights or other performance data and descriptions shall only be binding if this has expressly been agreed upon in writing. The same applies to other specific characteristics and, respectively, in case that the product is meant to conform to a certain intended use.
- 2.4. Public statements made by third persons and in particular statements made in advertising by third persons concerning the characteristics of the product shall not form part of the contract unless otherwise expressly agreed upon in writing.
- 2.5. Any tender and project documents as well as drawings and plant layouts shall neither be reproduced nor made available to third parties without the consent of LINDNER. They can be reclaimed at any time and shall be returned to LINDNER without delay if the order is placed otherwise.
- 2.6. Later amendments and supplements of the contract require the written confirmation to be valid.

### 3. SCOPE OF PERFORMANCE

- 3.1. Any and all components and services not mentioned in the offer or indicated with the annotation "excl." are not included in the scope of services and the price range.
- 3.2. Unless expressly otherwise agreed upon in writing, the following services/activities shall in any case not be included in the offer:
  - (i) Electrical supply (cabling and/or cable trays between low-voltage compartment or transformer vault and control cabinet including connection work);
  - (ii) Transformers, possibly necessary reactive current compensation and main distribution;
  - (iii) Compressed air supply (annotation: the shredders themselves do not need compressed air. Compressed air impact screwdrivers are recommended for maintenance work.);
  - (iv) Dust extraction systems and/or sound insulation measures which are possibly necessary due to official regulations or in terms of technology;
  - (v) Domestic engineering such as water, lighting, compressed air, etc., required for operation and maintenance.
  - (vi) Building of foundations, chiselling work or other building work, inspections and/or maintenance platforms;
  - (vii) Subframes, flashings and/or transfer gutter channels indicated;
  - (viii) Elevated installation of the shredder if no angle conveyor belt is used;
  - (ix) Unloading of the object of delivery/objects of delivery and/or of the related installation material including necessary provision of personnel;
  - (x) Hoisting gear and, if applicable, special tools necessary for the installation, commissioning and trial operation;
  - (xi) ATEX execution (implementation for intended use of the machine in environments with potentially explosive atmospheres);
  - (xii) Lightning protection (pursuant to EN 62305-1, EN 62305-3 and EN 62305-4 in the last valid version);
  - (xiii) Necessary feeding and discharging systems;
  - (xiv) Internet connection for remote maintenance;
  - (xv) Auxiliary staff and equipment (the contractual partner shall at least provide 2 auxiliaries during the entire installation and commissioning until inspection and approval);
  - (xvi) Transport of the object of delivery/objects of delivery to the place of destination;
  - (xvii) Local fees or charges and/or inspections;
  - (xviii) Costs for necessary additional working days of Lindner's staff including travel expenses that arise without the Lindner-Recyclingtech GmbH being at fault;
  - (xix) Travel and accommodation costs.

**4. OPERATIONAL SAFETY**

- 4.1. As a manufacturer of shredder systems, we are obliged to point out possible dangers that are related to shredding materials. Depending on the technical design and the current operating state of the system, a shredder can build a flammable dusty atmosphere. Impurities of the material fed to the system (input material), such as larger metal parts than those agreed in the specifications, can under unfavourable circumstances also be an ignition source. The operator is legally obliged to carry out a risk assessment to determine whether there is a risk of fire or explosion and then take the appropriate precautionary measures to prevent fire, explosion and similar hazards. Without claiming completeness the following measures have proven successful:

- (i) regular cleaning of the shredder inside and outside in accordance with the user manual and maintenance information from LINDNER
- (ii) full ATEX (Atmospheres EXplosibles) zone planning in compliance with applicable EU and national laws with additional state of the art ATEX technical solution implementation

To prevent potential ignition sources, Lindner-Recyclingtech GmbH furthermore recommend installing a fire detection and extinguishing system on the shredder and the full operation process. For the sake of completeness, reference is made to the ATEX Operating Directive 1999/92/EC and any applicable national regulations. LINDNER accepts no responsibility and shall not be liable for damages resulting from the fact that the material fed is not in accordance with the contract or that the maintenance intervals specified in the user manual have not been observed or that the system is not in an operating condition or is in an inadequate operating condition

**5. PRICES**

- 5.1. The prices shall be non-binding.
- 5.2. All orders shall only be accepted at the prices valid at the time of the order. The prices shall be exclusive of value added tax and for deliveries ex works by LINDNER free loaded on truck (FCA Spittal an der Drau, Manuel-Lindner-Strasse 1, Austria INCOTERMS® 2020).
- 5.3. The contractual partner shall bear fees, taxes or any other charges incurring in connection with the delivery.
- 5.4. Additional services like shipment with delivery to final destination, unloading and carrying away of the contract products, transport insurance, installation and initial training shall be invoiced separately, unless agreed otherwise.
- 5.5. In case of reparation orders, the services deemed appropriate by LINDNER shall be rendered and charged on the basis of the expenses incurred. This also applies to services and increased performance the usefulness of which only becomes evident while the order is executed without requiring any particular notice to the contractual partner in this case.
- 5.6. The expense for preparing reparation offers or for assessments shall be borne by the contractual partner and will be invoiced (separately).

**6. DELIVERY**

- 6.1. The delivery periods specified in the offers shall be non-binding for LINDNER. The delivery period specifications are made to the best of its knowledge, they are, however, – unless expressly otherwise agreed upon – not binding.
- 6.2. Binding delivery dates or time limits require an express written agreement. The delivery dates refer to completion at LINDNER's site in any case. A delivery date of two weeks before or after the specified delivery date shall be admissible and, respectively, deemed received in good time also in case of a written fixation of delivery periods.
- 6.3. LINDNER shall not be liable for delivery and service delays due to force majeure, delivery and service delays on the part of preliminary suppliers and sub-suppliers of LINDNER and due to circumstances which impede the delivery or render it impossible for LINDNER – including in particular a strike, a lockout, official orders, etc., even if they occur in the sphere of the preliminary suppliers of LINDNER or of its sub-suppliers – notwithstanding a binding agreement on time limits and dates.
- 6.4. LINDNER is entitled to carry out and charge partial or advance deliveries.
- 6.5. The contractual partner undertakes to accept the product. Claims arising out of a defect of the product shall not be affected hereby. The contractual partner shall not be obliged to accept the product in case of a premature delivery in the sense of point 6.2.; in case of a defective product provided that the defect represents a fundamental breach of contract or if – given the characteristics of the product – there is a risk that pecuniary or personal damages might be caused. The costs incurred due to a delayed acceptance such as storage costs owed to third parties shall exclusively be borne by the contractual partner.
- 6.6. If the contractual partner complained about the product, it shall be obliged upon request of LINDNER to return the product to LINDNER for the purpose of verification in the condition as delivered. Apart from that, the contractual partner is only entitled to return the product after having received the express written consent of LINDNER.
- 6.7. Insofar as LINDNER is obliged to deliver an advance performance due to a contract, LINDNER shall be entitled to refuse to deliver the product if after having concluded the contract it gains knowledge of circumstances which call the performance capability/solvency of the contractual partner into question, especially if the consumer credit insurer cancels or considerably reduces the credit limit for the contractual partner or if the credit limit has been reached and as a consequence the payment claim of LINDNER is endangered. The right to withhold performance is inapplicable if the consideration was executed or if a security was provided for the consideration.
- 6.8. Official authorizations and third parties' authorizations possibly required for the execution of plants shall be obtained by the contractual partner, unless otherwise agreed upon. If such authorizations are not obtained in good time, the delivery period shall be extended accordingly.
- 6.9. If a contractual penalty (conventional penalty) for a default in delivery was agreed upon between the contracting parties upon conclusion of the contract, this penalty shall be paid as follows, with, besides, any deviation from this provision concerning individual points not affecting its application: where delay in performance can be proven to have occurred solely by fault of LINDNER, the contractual partner may claim for each completed week of delay a contractual penalty of a maximum of ½ %, however, a total of a maximum of 5 %, of the value of that part of the entire delivery in question which cannot be used on account of failure to deliver an essential part thereof in good time, provided that the contractual partner has suffered a damage to the aforesaid extent. The assertion of claims resulting from the delay exceeding this extent is excluded.
- 6.10. The contractual partner shall be obliged to create all conditions which are necessary for the installation, fitting and operation of the contract products. To this effect, LINDNER will provide the contractual partner with the corresponding information in a timely manner before the delivery. Additional costs and expenses for LINDNER such as waiting times, etc. which are due to the fact that the contractual partner has not created the required conditions in good time shall be borne by the contractual partner.

**7. PASSING OF RISK**

- 7.1. Unless otherwise expressly agreed upon by the contracting parties, the delivery of goods shall be realized FCA 9800 Spittal an der Drau, Manuel-Lindner-Strasse 1, Austria, INCOTERMS® 2020. A possible organisation of transport and/or commission of carriers and/or forwarding agents by LINDNER does not change this.
- 7.2. The risks of accidental loss of the contract products and/or damage of the contract products by third parties shall therefore from the passing of risk (see paragraph 1) onwards be borne by the contractual partner – that is to say irrespective of whether LINDNER has undertaken to install the contract products at the contractual partner's site and irrespective of the beginning of the warranty period. This also especially applies if the contract products are damaged or lost during transport by third parties. To this effect, LINDNER will assign to the contractual partner its rights it may have against the carrier/ forwarding agent or other persons.
- 7.3. If LINDNER secures the load in the vehicle provided by the contractual partner, only the contractual partner is liable for all damages resulting therefrom. Moreover, the contractual partner undertakes to indemnify LINDNER regarding claims of third parties arising thereout.

**8. PAYMENT**

- 8.1. A possible cheque or a bill of exchange is in any case only accepted in payment. All interests and expenses connected to it (e.g. collection and discount expenses) are to be paid by the contractual partner.
- 8.2. The contractual partner shall not be entitled to withhold or set-off payments due to warranty claims or other counterclaims.
- 8.3. If the contractual partner is in default as regards an agreed payment or other service specified in this or other legal transaction(s), LINDNER may without prejudice to its other rights
- (i) postpone the performance of its own obligations until this payment has been made or this other service has been rendered and exercise its right to extend the delivery period to a reasonable extent,
  - (ii) declare any outstanding claims arising out of this or other legal transaction(s) due and demand default interests amounting to 9.2 % above the base rate for these amounts to be calculated beginning with the respective due date;
  - (iii) in case of the qualified inability to pay, that is to say after two defaults in payment, only effect other legal transactions against an advance payment. LINDNER is in any case entitled to charge costs arising prior to a lawsuit, in particular reminder and attorney's fees.
  - (iv) Possibly granted discounts or bonuses are subject to complete payment made in good time.
- 8.4. In case the contractual partner withdraws from the justifiably from the contract because of delivery and service delays due to force majeure, delivery and service delays on the part of preliminary suppliers and sub-suppliers of LINDNER and due to circumstances which impede the delivery or render it impossible for LINDNER – including in particular a strike, a lockout, official orders, etc., even if they occur in the sphere of the preliminary suppliers of LINDNER or of its sub-suppliers – the contractual partner is obligated to replace LINDNER all expenditures LINDNER had so far (in particular production costs developed up to the effective contract resignation). For this purpose LINDNER shall be entitled to retain the advance payment in its entirety or, if the expenditure is lower than the advance payment, this correspondingly lower part.

**9. RETENTION OF TITLE**

- 9.1. LINDNER reserves the title of any and all goods delivered by it until the invoice amounts plus interests and costs have been completely paid (retention of title).
- 9.2. If the legal provisions of the country to which the product subject to retention of title is delivered stipulate specific requirements in order to effectively create a retention of title (e.g. register entry), the contractual partner shall take the necessary measures in order to effectively create the retention of title and provide LINDNER with a corresponding proof of registration.
- 9.3. If the legal provisions of the country to which the product subject to retention of title is delivered do not stipulate a retention of title but instead similar rights, LINDNER can exercise all rights of this kind. The contractual partner shall support LINDNER in doing so.
- 9.4. The contractual partner herewith assigns to LINDNER its claim resulting from a resale of a product subject to retention of title, even if it has been processed, transformed or combined with another product, to secure the purchase money claim of LINDNER. In case of a resale allowing additional time for payment of the purchase price, the contractual partner shall only be authorized to dispose of the product subject to retention of title with the proviso that upon reselling the contractual partner simultaneously notifies its purchaser of the assignment as security or with the proviso that the contractual partner notes down the assignment in its account books. Upon request, the contractual partner shall notify LINDNER of the assigned claim and of the debtor thereof and make all data and material required for its debt collection available and inform the third party debtor on the assignment.
- 9.5. If the goods subject to retention of title are accessed, the contractual partner shall indicate the title of LINDNER and notify LINDNER without delay. In case of a behaviour in breach of contract by the contractual partner, especially by default in payment, LINDNER shall be entitled to take back the product subject to retention of title or, if applicable, to demand the assignment of the claim for recovery of property of the contractual partner vis-à-vis third-persons. If the product subject to retention of title is taken back or pledged by LINDNER, this does not represent a withdrawal from contract.

**10. INSTALLATION AND COMMISSIONING OF THE CONTRACT PRODUCTS**

- 10.1. Unless otherwise agreed upon by the contracting parties, the installation of the contract products is carried out by LINDNER. The costs thereof will be invoiced separately by LINDNER. The contractual partner is obliged to support LINDNER in realizing the installation.
- 10.2. Completing a relevant specialized training or disposing of a relevant specialized knowledge is condition to the commissioning of the contract products delivered by LINDNER, unless otherwise agreed upon by the parties. The commissioning of the contract products by persons whose relevant specialized knowledge has not been certified is not admissible.
- 10.3. Upon request of LINDNER, the contractual partner will provide the proof of having passed a relevant specialized training or, respectively, of disposing of relevant specialized knowledge.
- 10.4. Possible promises of performance given by LINDNER with regard to the contract products shall only apply to the commissioning of the contract products by persons whose relevant specialized knowledge has been certified.

## 11. WARRANTY AND RESPONSIBILITY FOR DEFECTS

- 11.1. Provided that the agreed terms of payment have been complied with, LINDNER shall – subject to the conditions hereunder – remedy any defect existing at the time of acceptance and impairing the functioning due to a fault in construction, material or execution.
- 11.2. Warranty claims may not be based on particulars appearing in catalogues, folders, promotional literature and written or oral statements which have not been included in the agreement.
- 11.3. Unless special warranty periods have been agreed upon for individual objects of delivery, the warranty period shall be 12 (twelve) months or 2,000 (two thousand) operating hours, depending on what is reached first. This shall also apply to any objects delivered and services rendered which are firmly attached to a building or landed property. If LINDNER realizes the installation of the contract product, the warranty period shall begin to run – irrespective of the passing of risk at the time it is handed over to the first carrier – at the time of the initial commissioning in single-shift operation immediately after the final acceptance of the contract product. If the contractual partner realizes the installation itself or has it realized by third parties, the warranty period shall begin to run at the time the contract product arrives at the site of the contractual partner. The warranty period ends at the latest 18 (eighteen) months after the contract products were delivered (dispatch from the site of LINDNER).
- 11.4. The warranty period for improved or exchanged parts shall begin to run again but ends – insofar as permitted by law – in any case 3 (three) months or 1,000 (one thousand) operating hours after the original warranty period has expired.
- 11.5. If the delivery or initial commissioning is delayed for reasons outside the control of LINDNER, the warranty period shall in any case begin to run 2 (two) weeks after LINDNER is ready to deliver or, respectively, perform or after the usually expected initial commissioning after the final acceptance.
- 11.6. The warranty claim requires that the contractual partner has given a written notice (complained) without delay, thus at the latest within 7 (seven) days, specifying the defects which have occurred and that such notice is received by LINDNER. The contractual partner shall prove the existence of the defect within a reasonable period; it shall in particular provide LINDNER with the material and, respectively, data in its possession. If a defect covered by the obligation under a warranty under point 11.1. does exist, LINDNER shall have the option to repair the defective product or, respectively, the defective part thereof at the site of the contractual partner or to have it returned for repair or to grant a reasonable price reduction.
- 11.7. Subject to the other conditions, warranty claims shall only arise out of defects which exist at the time the contract product is handed over to the first carrier/forwarding agent or which were caused by LINDNER because of a faulty installation (if LINDNER realized it). This shall be proven by the contractual partner. An assumption of deficiency in the sense of sec. 924 of the Austrian Civil Code (ABGB) shall be excluded. A liability for normal wear and tear is in any case excluded. Upon execution of the (final) acceptance certificate, the contractual partner confirms that the product is free of defects with respect to defects which were visible at that time or which the contractual partner should have recognized at that time.
- 11.8. LINDNER does expressly not assume any warranty for a damage or loss of the product during transport.
- 11.9. Additional costs “specific to LINDNER” incurred in connection with remedying a defect (e.g. for assembly and disassembly, transport, journey and travel time) shall be borne by LINDNER; all remaining costs (e.g. costs for the provision of personnel by the contractual partner) shall be borne by the contractual partner. The contractual partner shall provide the required auxiliary staff, hoisting gears, scaffoldings and sundry supplies, etc. free of charge for warranty work at the company of the contractual partner. Replaced parts shall become the property of LINDNER.
- 11.10. If LINDNER manufactures a product on the basis of construction details, drawings, models or other specifications supplied by the contractual partner, LINDNER’s liability shall be restricted to execution in accordance with the conditions.
- 11.11. LINDNER’s warranty obligation shall not include any defects due to an order not given by LINDNER and installation work not undertaken by LINDNER, inadequate equipment, non-compliance with installation requirements and operating conditions, commissioning and use by persons whose relevant specialized knowledge has not been certified, overuse of parts exceeding the performance specified by the contractual partner, negligent or faulty handling and use of inappropriate operating materials or replacement parts (in particular in case of assembly and use of non-original replacement parts); this shall also apply to defects which result from material provided by the contractual partner. Nor shall LINDNER be liable for damages due to acts of third parties, atmospheric discharges, overvoltage and chemical impacts. The warranty does not cover the replacement of parts subject to natural wear and tear. LINDNER does not assume any warranty for the sale of used goods.
- 11.12. The warranty shall expire immediately if the contractual partner itself or a third party not expressly authorized by LINDNER modifies or repairs the objects delivered without the written consent of LINDNER.
- 11.13. Claims pursuant to sec. 933b of the Austrian Civil Code (ABGB) become in any case statute-barred upon expiry of the time limit mentioned under point 11.3.
- 11.14. The provisions under points 11.1. to 11.12. shall apply per analogy to any case where the responsibility for defects is based on other legal grounds.

## 12. WITHDRAWAL FROM CONTRACT

- 12.1. Irrespective of its other rights, LINDNER shall be entitled to withdraw from the contract
- (i) if the realization of delivery or, respectively, the beginning or continuation of service is rendered impossible or despite granting a reasonable grace period further delayed for reasons within the responsibility of the contractual partner;
  - (ii) if concerns have arisen as to the contractual partner’s solvency and if the contractual partner upon request of LINDNER neither makes an advance payment nor provides an adequate security prior to delivery,
  - (iii) if – for circumstances specified under point 6.2. – the delivery period is extended so that it amounts in total to more than half of the period originally agreed, however, to at least 6 (six) months, or
  - (iv) if the contractual partner does not or does not properly meet the obligations imposed on it as specified under point 15.
- 12.2. Furthermore, withdrawal from contract can also be declared with respect to any outstanding part of the delivery or service for the aforementioned reasons.
- 12.3. If insolvency proceedings are initiated concerning the assets of the contractual partner or if an application for the opening of insolvency proceedings is dismissed because of insufficiency of assets, LINDNER may withdraw from the contract without granting a grace period. If this right of withdrawal is exercised, it shall take effect immediately upon the decision that the company will not be continued. If the company is continued, a withdrawal shall not take effect until 6 months after the opening of insolvency proceedings or after an application for the opening of insolvency proceedings was dismissed because of insufficiency of assets. The contract shall in any case be dissolved with effect immediately unless the insolvency law to which the contractual partner is subject conflicts with this or if the dissolution of the contract is indispensable to prevent significant damages to LINDNER.
- 12.4. Without prejudice to claims for damages of LINDNER including costs arising prior to a lawsuit, services already rendered in whole or in part shall be invoiced and settled according to the contract in case of withdrawal. This shall also apply insofar as the delivery or service has not yet been accepted by the contractual partner as well as to any preparatory actions taken by LINDNER. LINDNER shall in lieu thereof also have the right to demand to have objects already delivered returned.
- 12.5. Withdrawal from contract shall have no other consequences.
- 12.6. The assertion of claims on the grounds of *laesio enormis*, mistake and frustration of contract by the contractual partner shall be excluded.
- 12.7. In the event of an event as described in point 6.3, the contractual partner shall only be entitled to withdraw from the contract if the event lasts for at least 9 (nine) months and the contractual partner has threatened to withdraw from the contract by setting a reasonable period of grace in written form. If the contractual partner effectively withdraws from the contract, point 8.4. of these Terms and Conditions shall apply.



**13. DAMAGES**

- 13.1. Outside the scope of application of the Austrian Product Liability Act, LINDNER shall only be liable for damages caused by intention or gross negligence. Nevertheless, this does not apply in case of personal damages.
- 13.2. LINDNER's liability in cases of gross negligence is limited to half of the net value of the order in each event of damage.
- 13.3. LINDNER's liability for slight negligence as well as for the compensation of consequential damages, pure pecuniary damages, indirect damages, loss of production, financing costs, costs for replacement energy, loss of energy, data or information, loss of profit, savings not achieved or loss of interest and of damages resulting from third-party claims vis-à-vis the contractual partner shall be excluded insofar as permitted by law.
- 13.4. Any claims for damages shall be excluded in case of non-compliance with possible conditions for installation, commissioning and use (e.g. as contained in operating instructions) or in case of commissioning of the contract products by persons whose relevant specialized knowledge has not been certified or in case of non-compliance with the official approval requirements.
- 13.5. The provisions under point 13. shall be applicable final and exclusive for any and all claims of the contractual partner vis-à-vis LINDNER, irrespective of the legal ground and title, and shall also be applicable to all employees, subcontractors and sub-suppliers of LINDNER.

**14. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT**

- 14.1. If LINDNER manufactures a product on the basis of construction details, drawings, models or other specifications supplied by the contractual partner, the contractual partner shall indemnify LINDNER and hold it harmless against claims for a possible infringement of industrial property rights.
- 14.2. Execution documents such as plans, sketches, drawings and plant layouts and other technical documents as well as samples, catalogues, prospectuses, images and the like shall always remain the intellectual property of LINDNER and are subject to the relevant statutory provisions governing reproduction, imitation, competition, etc. Point 2. shall also apply to execution documents.

**15. COMPLIANCE WITH EXPORT PROVISIONS/PUBLIC LAW REQUIREMENTS**

- 15.1. When passing on to third parties the goods delivered by LINDNER as well as any related documentation, regardless of the form of provision, or the services rendered by LINDNER including technical support of any kind, the contractual partner shall comply with the respective applicable provisions of the national and international (re-)export provisions. When passing on goods or, respectively, services to third parties, the contractual partner shall in any case observe the (re-)export provisions of the country in which LINDNER has its registered office, of the European Union and of the United States of America.
- 15.2. If it is required for export controls, the contractual partner shall upon request provide LINDNER without delay with all necessary information, including information on the final recipient, final destination and intended use of the goods or, respectively, of the services.
- 15.3. Before submitting a binding offer, the contractual partner shall inform LINDNER on the public law provisions applicable to the country of destination of the delivery. The contractual partner shall provide LINDNER with the corresponding information in good time. Possible additional costs incurred by the transformation or the modification of the contract products shall entirely be borne by the contractual partner.
- 15.4. The contractual performance on the part of LINDNER is subject to the proviso that the performance is not opposed by obstacles due to national or international (re-)export provisions, especially embargos and/or other sanctions.

**16. DIRECTIVE 2014/34/EU**

LINDNER expressly points out the fact that the contract products are not intended to be used in potentially explosive atmospheres pursuant to the Directive 2014/34/EU. LINDNER does therefore not assess – unless expressly otherwise agreed upon – if the environment intended by the contractual partner to operate the contract products is suitable in the sense of the Directive 2014/34/EU.

**17. PARTIAL NULLITY**

Should individual provisions of the contract or of these provisions be invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid one which comes closest to the aspired goal.

**18. PLACE OF JURISDICTION AND APPLICABLE LAW**

- 18.1. The exclusive place of jurisdiction for any and all disputes arising out of the contract – including disputes relating to its existence or non-existence – shall be the court having substantive jurisdiction at the registered office of LINDNER. LINDNER is also entitled to sue the contractual partner at the place of general jurisdiction of the contractual partner.
- 18.2. If the contractual partner's registered office is situated outside the European Union, the following shall apply contrary to the paragraph above: any and all disputes or claims arising out of or in connection with this contract including disputes relating to its validity, breach, dissolution or nullification shall be finally settled pursuant to the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber (Vienna Rules) by three arbitrators appointed in accordance with the said rules. The language of proceedings shall be German. Alternatively, LINDNER shall also be entitled to sue contractual partners with registered office outside the EU at the court having substantive jurisdiction at the registered office of LINDNER or at the place of general jurisdiction of the contractual partner.
- 18.3. The contract shall be governed by Austrian law excluding the conflict of law rules. The application of the UNCITRAL United Nations Convention on Contracts for the International Sale of Goods is excluded.