ORTH TECHNISCHE FEDERN
UND BIEGETEILE SEIT 1953 AUF DRAHT

ORTH GmbH
Kaufing 54, A-4690 Schwanenstadt
+43 76 73 / 35 49
office@orth-federn.com
www.orth-federn.com

General Terms and Conditions - CTC

Orth GmbH International GmbH, FN 523011 i
Technoparkstrasse 3, A 4820 Bad Ischl, Austria

1. Scope

1.1 These **General Terms and Conditions** (**GTC**) apply to all legal transactions – in particular to all offers, deliveries and services with customers of **Orth GmbH** if the customer is an entrepreneur, a legal entity under public law or a special fund under public law.

1.2. Conditions deviating from these **CTC** – regardless of whether these are **General Terms and Conditions**, **General Terms of Delivery** or **Purchase Conditions**– of the contractual partner, are not binding for **Orth GmbH**, even without the need for a separate objection by the contractual partner to the **GTC** of **Orth GmbH.**
The acceptance of an order by **Orth GmbH** is considered a contradiction to the contrary **General Terms and Conditions** of the contractual partner.

1.3. In the case of an ongoing business relationship, the **GTC** in their respective version – which are available on the website of **Orth GmbH**, also apply as a framework agreement for future services and supplementary or follow-up orders, without which **Orth GmbH** would have to point out them again in each individual case.

1.4. These **GTC** apply exclusively.
Individual agreements made with the contractual partner in individual cases, including ancillary agreements, amendments and changes, only take precedence over these **GTC**, if they have been agreed in writing by the **Orth GmbH** or at least have confirmed in writing.

1.5. References to the validity of legal regulations have only clarifying significance.
Even without such clarification, the statutory provisions therefore apply, insofar as they are not directly amended or explicitly excluded in these **GTC** or other contract.

2. Agreements in Writing

2.1. All agreements must be explicitly made in writing.
Verbal agreements do not trigger any legal consequences.

2.2. Any exception of the written form is only possible by an explicitly written agreement of the contractual parties.

2.3. Changes, amendments or the termination or other termination of the contracts require, in addition to the written confirmation, as well as such an explicitly designation.

2.4. Generally, the written form is also given, if the contracting parties correspond by fax or by e-mail (simple written form).
However, an exception applies to legally relevant declarations and declarations, that must be submitted by the customer to **Orth GmbH** after conclusion of the contract, e.g., setting deadlines, defect notifications, declaration of withdrawal or reduction.
All of these require qualified written form to be effective.
The qualified written form is only given if the following types of transmission methods are observed:

- personally signed or stamped letter
- registered mail or fax

The transmission by e-mail is not considered a qualified written form.

3. Delivery

To meet the deadlines, the date of service is decisive.
If changes are not announced by the contractual partner or not announced in time and therefore the contractual partner does not receive legally significant documents of **Orth GmbH** sent to the address last announced by him, in particular termination or reminders, the documents are still deemed to have been delivered.

4. Offer and Conclusion of Contract

4.1. Unless explicitly agreed otherwise, **Orth GmbH** offers are without obligation and non-binding.

ORTH GmbH
Kaufing 54, A-4690 Schwanenstadt
+43 76 73 / 35 49
office@orth-federn.com
www.orth-federn.com

This also applies in the case of providing catalogues, other product descriptions or documents – also in electronic form – in which **Orth GmbH** explicitly reserves ownership and copyrights.
After payment of the agreed compensation, the contractual partner reserves the right to use the services exclusively for expressly specific purpose.
Any other use, particular reproductions, distributions, adaptations, ASO, is prohibited without prior express consent.

4.2. Offers, quotations and service specifications of **Orth GmbH** assume that the services provided by the contractual partner are suitable for supporting the services provided by **Orth GmbH.**
If it turns out, even after beginning of the works, that the services were not suitable or inadequate, the contractual partner must replace the necessary additional effort of **Orth GmbH** as an additional compensation.

4.3. Unless otherwise agreed, the acceptance of an offer created by **Orth GmbH**, is only possible with regards to the entire services offered.

4.4. Offers from **Orth GmbH** can only be accepted in writing by the contractual partner.
They must be legally signed and stamped with a company stamp.

4.5. Order acceptance by **Orth GmbH** takes place by written or by delivery of the goods or providing the services.
However, keeping silence on the part of **Orth GmbH** does not constitute consent.

5. Quotations

5.1. The granting of quotations is only made in writing, whereby **Orth GmbH** is not obliged to accept an order solely by creating a quotation.

5.2. Generally, quotations and cost estimates of **Orth GmbH** are not – binding.
A guarantee for the correctness and completeness is therefore not assumed.

5.3. Quotations are subject to a fee in relation to the work and travel expenses associated with the preparation.
When placing an order, the costs paid for the quotation will be deducted from the agreed remuneration and / or the work wage.

6. Prices and Terms of Payment

6.1. Unless otherwise agreed in an individual case, the current prices at the time of conclusion of the contract apply to purchase contracts, ex warehouse, plus statutory value added tax.
In the case of work labour contracts, the fees between the contracting parties are regulated in an individual contract.

6.2. The order of the goods or the commissioning of **Orth GmbH** with the preparation of the work by the contractual partner is considered a binding contract offer.

6.3. In the case of purchase contracts, the invoice date is that of the delivery of the goods.
The purchase price is due from invoicing; 2 % discount for payment within the 3 days when using **Orth GmbH** standard payment term of 7 days, net.
Instead of the usual payment conditions, **Orth GmbH** may also deliver by cash on delivery, prepayment or other payment conditions to be agreed with the contractual partner by agreement.

6.4. In case of work labour contracts, the work wage claims are due upon receipt of the invoice.
The invoice amount must be credited to the account specified in the invoice no later than 7 days after receipt of the invoice, unless other terms are agreed in writing.

6.5. In the event of late payment, **Orth GmbH** is entitled to charge default interests of 5% p.m.
The necessary costs in the event of default for the appropriate legal persecution are borne by the contractual partner.
This includes in particularly are dunning fees, as well as the costs of a legal representation or a debt collecting agency.

6.6. The contractual partner is only entitled to offset if the counterclaims have been established in court or have been expressively accepted by **Orth GmbH.**

7. Performance Characteristics, Performance Execution, Scope of Services

7.1. Both, the availability as well as the quality of the individual services are resulting from the respective service descriptions and the related agreements between the two contracting parties.
Orth GmbH is entitled to adapt contractual services to the current state of the art.

ORTH GmbH
Kaufing 54, A-4690 Schwanenstadt
+43 76 73 / 35 49
office@orth-federn.com
www.orth-federn.com

7.2. An obligation to provide the services by **Orth GmbH** is only given, when all technical and commercial conditions have been clarified, as well as the contractual partner has made possible the structural, technical and legal requirements for unhindered implementing of the services and has paid a possible agreed down payment.
Only with the fulfillment of these conditions does the performance period begin to run.

7.3. **Orth GmbH** does not owe any services not explicitly included in the scope of services or in other contractual documents signed by **Orth GmbH.**

7.4. If an urgent execution of the order is desired by the contractual partner, or is an execution urgently necessary due to its nature, and if **Orth GmbH** was not aware of this at this time of conclusion of the contract, the additional costs incurred, such as overtime surcharges, as well as any costs for rapid procurement, will be charged additionally.

7.5. If the services are carried out based on the plans, layouts and drawings or instructions handed over by the contractual partner, the latter guarantees the accuracy of the documents and information provided by **Orth GmbH.**
However, without a separate order to check the documents and information, **Orth GmbH** will not be obliged to check the delivered documents and information.
On the other hand, **Orth GmbH** only checks these documents or information with a separate commission for review, for which the contractual partner must also pay an appropriate fee to **Orth GmbH.**
However, **Orth GmbH** can refuse such a review or can transfer it to a technically suitable third party at the risk and expense of the contractual partner.
In the event of the consent of the contractual partner to a third party previously designated by **Orth GmbH**, his professional suitability for verification will be expressly assumed.

7.6. All official approvals necessary for the execution of the order placed by the contractual partner must be obtained by the contractual partner at his own risk and expense.
Orth GmbH is authorized to initiate mandatory reports to authorities at the expense of the contractual partner.

7.7. Any necessary professional and environmentally friendly disposal of waste material by **Orth GmbH** must be adequately compensated separately, unless separate positions are not included in the scope of services.

7.8. **Orth GmbH** reserves the right to make minor and reasonable changes in technical matters for the contractual partner.

7.9. **Orth GmbH** is entitled to assign subcontractors to fulfil his contractual obligations.

8. Place of Deliver and Performance Periods

8.1. The place of fulfillment is the headquarters of **Orth GmbH** in Austria, unless not any other place of fulfillment is agreed in the scope of services and the agreements related to it or in other contract documents signed by **Orth GmbH.**

8.2. The deadline within which **Orth GmbH** must provide a service, a delivery or a duty, results from the respective scope of services and or the respective individual contract.
Dates and performance deadlines are only binding for **Orth GmbH** and lead to delay if they are not met, if they had been explicit agreed as maximum deadlines or fixed dates.
In the absence of an explicit regulation, **Orth GmbH** must provide the services within a reasonable period.

8.3. Agreed completion dates will be postponed accordingly, if the start of the performance execution or the performance itself will be delayed, and such a delay does not result from circumstances attributable to **Orth GmbH's** sphere.
This also applies for amendments or additions to the originally agreed services.

8.4. Delay-related additional costs are to be borne by the contractual partner, if the circumstances causing the delays are attributable to his sphere.

8.5. If the execution of the commissioned services be omitted in whole or in part upon request of the contractual partner, except for a withdrawal from the contract by the contractual partner, **Orth GmbH** must be compensated for all thus incurring disadvantages, including the lost profit.

9. Performance Interruptions

9.1. **Orth GmbH** will bring the contractual partner's attention of interruptions or significant restrictions for purpose in terms of maintenance, the performance of necessary works to improve or avoid malfunctions in a timely and appropriate manner.

9.2. In absence of special provision in the individual contract, **Orth GmbH** is not be liable if it cannot fulfil its obligations under a contract due to circumstances, **Orth GmbH** it is not responsible.

ORTH GmbH
Kaufing 54, A-4690 Schwanenstadt
+43 76 73 / 35 49
office@orth-federn.com
www.orth-federn.com

In particular, **Orth GmbH** is not responsible for the availability of third-parties services and facilities.

10. Property Rights

10.1. **Orth GmbH** reserves all copyrights and industrial property rights as well as the associated rights of use and in implementation documents provided created or made available, such as plans, catalogues, brochures, sketches, other technical documents, ASO.
An automatic transfer of these rights to the contacting party is out of the question solely by concluding or fulfilling a contact for labour work or purchase contract with **Orth GmbH.**
A transfer of industrial property rights and the associated use of right and exploitation to the contractual partner can only occur if this is explicit agreed in an individual contract between the contractual parties.

10.2. Insofar as **Orth GmbH** acquires objects from its contractual partner or commissions work services from him, the payment of the purchase price or the work wage by **Orth GmbH** to the contractual partner already compensates for the use of any license, and the rights of use of work automatically apply to **Orth GmbH** upon conclusion of the contract.

11. Reservation of Proprietary Rights

Delivered goods or materials remain the property of **Orth GmbH** until full payment of the purchase price / work wage by the contractual partner.
This also applies to the extend unless mandatory provisions of property law conflict, even in the case of installation or processing as well as resale.
In the case of resale, the contractual partner undertakes to inform the buyer of the retention of title of **Orth GmbH**, to overcome it and to assign all claims from the resale to **Orth GmbH,** or keep the proceeds of resale separately, insofar as it does not exceed the purchase price claim of **Orth GmbH**, and to pursue it immediately.

12. Delay

12.1. Any temporary and unforeseeable circumstance for which **Orth GmbH** is not responsible, leads to an extension of the agreed deadlines, as well as a postponement of the agreed dates for a reasonable period.
If **Orth GmbH** is in default for other reasons, the contractual partner is entitled to set a grace period appropriate to the scope of the order, but of at least six weeks.
Only after unused expiry of this period is it possible for the contractual partner to withdraw.
The setting of the grace period as well as a declaration of withdrawal must be made in writing.
All other claims of the contractual partner on default, in particular claims for damages, are excluded unless they are based on intent or gross negligence.

12.2. If services are not provided for reasons for which the contractual partner is responsible, **Orth GmbH** is entitled to withdraw, if the contractual partner does not comply with the reasonable grace period set for him, but at least four weeks.

13. Liability (Warranty and Damages)

13.1. The statutory warranties shall apply, unless otherwise agreed in these **GTC**, or other written agreements have been made.

13.2. Guaranteed properties within the meaning of § 922 para. 1 General Civil Code of Austria are only those that have been expressly promised or expressly designated by **Orth GmbH**.

13.3. **Orth GmbH** does not guarantee for wearing parts.
In all other cases, without prejudice to a different agreement in individual cases, the warranty period is basically twelve months, both for the delivery of movable property as well as for immovable or property which become immobile due an installation.

13.4. **Orth's GmbH** contractual partner must notify and prove any defects immediately, but at least within three days of becoming aware of the defect (within the warranty period), by providing a detailed description of nature and scope of the defect, in writing on presentation of all existing data and documents, and prove.
If a notice of defect is not filed in this form on time, the services provided by **Orth GmbH** are considered free of defects and in accordance with the contract, according to which the contractual partner loses claims under the title of warranty and damages.

13.5. The contractual partner must prove the presence of a defect at the time of handover.

ORTH GmbH
Kaufing 54, A-4690 Schwanenstadt
+43 76 73 / 35 49
office@orth-federn.com
www.orth-federn.com

The burden of proof reversal according to § 924 General Civil Code of Austria is excluded.

13.6. In the event of a timely and justified notice of defects, the warranty is primarily provided by replacing or improving the proven defect.

13.7. The contractual partner must grant **Orth GmbH** the necessary time and opportunity in appropriate circumstances
A refusal by the contractual partner or an unreasonable shortening of the deadline releases **Orth GmbH** from the warranty
In the event of a justified warranty, the contractual partner is only entitled to withhold the expenses necessary for the improvement.
On the other hand, he is not entitled to withhold the entire expenses (wages / purchase price).

13.8. **Orth GmbH** is liable for financial losses caused by it only in the event of intent and gross negligence.
Orth GmbH is only liable for damages caused by its employees and other, including self-employed assistants, in the event of intent and gross negligence.

13.9. The liability of **Orth GmbH** for lost profit, missed savings, pure financial losses, interest losses, consequential damages of any kind, immaterial damages as well as damages from claims of third party against the contractual partner, is generally excluded regardless of the degree of fault.

13.10. **Orth GmbH** is not liable for any claims that may result from any operational disruptions, regardless of the cause on which the operational disruptions are based.

13.11. As far as **Orth GmbH** is liable, considering the above points, their obligation to pay compensation is in any case limited to the liability insurance sum for each damage-causing event.
If the total damage exceeds the maximum limit of the liability insurance, the compensation claims of the individual injured party are reduced pro rata.

13.12. **Orth GmbH** does not accept any penalty regulations of the contractual partner, regardless of whether this is a supplier, customer or buyer, regardless of which contract structure regulates this.

14. OBLIGATIONS OF THE CONTRACTUAL PARTNER, NON- DISCLOSURE AND PROHIBITION OF COMPETITION

14.1. Deliveries from the contracting partner to **Orth GmbH** must be made free of charge.

14.2. The contractual partner undertakes not to compete with **Orth GmbH** in any way, even if he could effectively do so due to the services or deliveries provided by **Orth GmbH** to him.

14.3. In particular, the contractual partner undertakes to maintain the confidentiality of all information intentionally or unintentionally obtained from or in connection with the business relationship with **Orth GmbH**, such as business or trade secrets, know-how, customers relationships, business practices, ASO.

14.4. The contractual partner also undertakes neither to use or pass on the above information himself, unless the use or disclosure is expressively the purpose of the contract or goal of the contract.
In particular, the passing on of offers or layout proposals, etc. is prohibited.

14.5. In the event of the infringement of this provision, even through no fault of his own, the contractual partner must pay a damage-independent penalty of 10% of the order value to **Orth GmbH.**
However, these fault-independent and damage-independent penalties are to be offset against further damages for contractual penalty claims.
Further contractual or non-contractual claims for damages as well as more specific contractual penalty regulations remain unaffected.

15. Damages by the Contractual Partner and Contractual Penalty

15.1. The contractual partner is obliged to comply with the law and is obliged to indemnify and hold **Orth GmbH** harmless in the event of a breach of these obligations.

15.2. Irrespective of the agreed contractual or statutory claims for damages, **Orth GmbH** is entitled to a damage independent penalty in the amount of 25% of the respective total order value in the event of a breach of contract by the contractual partner.
Any further contractual or statutory claims for damages of **Orth GmbH** remain unaffected.
However, the penalty must be credited to it

ORTH GmbH
Kaufing 54, A-4690 Schwanenstadt
+43 76 73 / 35 49
office@orth-federn.com
www.orth-federn.com

16. Change of Contractual partner

The contractual partner must notify **Orth GmbH** in writing of these circumstances within one month of changing his name or company, his address, his paying agency, his legal form, his register number, ASO.
Orth GmbH is entitled to request from the contractual partner all necessary documents relating to the legal capacity and legal competence as well as all documents that constitute proof of the existence of power of representation and authorization to sign.

17. Opening of Insolvency over the Assets of the Contractual partner

The opening of insolvency over the assets of the contractual partner (bankruptcy proceeding, restructuring proceedings with or without self-administration), basically leads to the termination of the contractual relationship.
However, it is still at **Orth GmbH** discretion to comply with any request for performance in accordance with § 21 Austrian Insolvency Code.

18. Applicable Law

Austrian law applies to the contractual relationships between the contracting parties as well as to their preliminary and after-effects, to the exclusion of the reference standards of private international law and to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (UN Convention on Contracts for the International Sale of Goods), as well as to the exclusion off all provisions of the Austrian law relating to them.

19. Exclusion of Appeal

The contracting parties agree not to challenge contracts concluded for error or shortening more than half (laesio enormis).

20. Jurisdiction and Arbitration Clause

20.1. Disputes arising from or in connection with the contractual relationships between the contracting parties, including their preliminary and after-effects, only **Orth GmbH** ordinary place of jurisdiction is agreed.
This also applies if the contracting party has its registered office or branch outside the territory of the Republic of Austria and / or if the provision of services by **Orth GmbH** (exceptionally) carried out abroad in the case in question, assumed that the contractual partner has its registered office or a branch within the territory of the European Union.

20.2. If the contractual partner has neither his registered office nor a branch within the territory of the European Union, all disputes or claims arising out of or in connection with the contract concluded between the contracting parties, including disputes about its validity, violation, dissolution or nullity, shall be definitely decided by one or three arbitrators appointed in accordance with arbitration rules of the International Arbitration Court of the Austrian Chamber of Commerce (Vienna Rules).

21. Severability Clause

The invalidity of individual provisions of these **General Terms and Conditions** does not result in the invalidity of the entire **General Terms and Conditions**
The ineffective provision will be replaced by an effective provision that comes closest to the ineffective one in its legal and economic effects.

Schwanenstadt: 2026 – 08 - 01