

## **General terms of business PEHN Bootsbau GmbH**

These general terms and conditions of delivery and sale of the seller are basically designed for legal transactions between entrepreneurs (merchants). If, exceptionally, they are also used as a basis for legal transactions with consumers within the meaning of Section 1 of the Consumer Protection Act, Federal Law Gazette 140/79, they only apply insofar as they do not contradict the provisions of the first main part of this law.

### **I. Scope**

1. The scope of these general terms and conditions of delivery and sale includes all offers, legal transactions and other services of the seller. In the context of ongoing business relationships, these general terms and conditions of delivery and sale apply to future services even if they are not expressly agreed in each case. Deviating agreements must be in writing to be valid. Any (general) terms and conditions of the buyer are hereby contradicted; these do not oblige the seller even if the seller does not object again when concluding the contract.

2. All offers and cost estimates as well as service descriptions in brochures, advertisements or on the seller's website are non-binding and without binding effect and should only be understood as an invitation to submit an offer; no guarantee is given for the correctness of the cost estimate.

### **II. Prices**

1. The seller's prices are net prices (in euros) ex delivery works / seller's registered office without packaging and without value added tax plus any price increases due to increases in production costs (material prices, wages, etc.) between the order and delivery.

### **III. Order confirmation, terms of payment, retention of title**

1. 50% of the price is due upon conclusion of the contract (deposit), the rest at the latest upon delivery. All payments are to be made in cash, free of charges and without deductions. Checks and bills of exchange are only accepted after special agreement and only on account of payment, not in lieu of performance. All ancillary costs of the contract, such as shipping costs, financing costs, costs for securing the purchase price claim, fees, interest and the like are borne by the buyer.

The retention of title is deemed to have been agreed upon when the order is confirmed. If an invoice is not paid in full on time, although the goods have already been delivered in full, the seller has the right, for example, to pick up the boat again for a fee and store it and to take it into custody as a deposit until the invoice plus additional costs are paid in full. No written agreement is required for this.

2. A set-off against the buyer's claims against the seller is excluded. Furthermore, the buyer is not entitled to withhold payments due to warranty claims or other claims not recognized by the seller. Payments by the buyer are first offset against repair costs, then against spare parts claims, then against interest and other ancillary fees and only finally against the goods subject to retention of title.

3. If, after the conclusion of the contract, circumstances become known which give rise to justified doubts about the solvency or willingness of the buyer and if the buyer does not comply with the request for advance payment or a corresponding security deposit (at the seller's discretion), the seller is entitled to choose at his own discretion to withhold services or to withdraw from the contract in whole or in part without accepting any consequential costs.

4. In the event of default in payment and/or violation of another contractual provision by the buyer, a loss of deadline is agreed. In addition, the seller is entitled to withdraw from the contract immediately. In the event of default, the statutory default interest is agreed. This does not affect the seller's right to claim additional damage.

5. The object of purchase and its parts remain the sole property of the seller (reserved ownership) until all (payment) obligations of the buyer in connection with the respective legal transaction have been fulfilled in full, even if individual parts have already been paid for. As long as the retention of title exists, a sale, pledging, assignment as security, rental or other transfer of the object of purchase is not permitted without the written consent of the seller. If the buyer does not meet his payment obligations in whole or in part, if there is overindebtedness or a cessation of payments or if a composition or bankruptcy application for the buyer's assets is pending, the seller is entitled but not obliged to take the object of purchase and to exercise any other rights to assert the retention of title immediately.

6. The seller is entitled to retain the type certificate until all of the buyer's obligations in connection with the respective legal transaction have been completely fulfilled.

7. If third parties assert claims to the seller's reserved property, the buyer must inform the seller of this immediately by registered letter and adequately defend the seller's reserved property at his own expense.

8. During the period of retention of title, the purchaser must insure the purchase item against all risks, including fire, at the seller's request at the new price. The insurance policies are to be reversed in favor of the seller.

9. The buyer is obliged to keep the object of purchase in good condition for the duration of the retention of title and to have any necessary repairs carried out immediately - apart from emergencies - in the repair shops of the seller or in a workshop recognized by the seller. Old material that accumulates during repairs becomes the property of the seller without the need for a separate agreement with the buyer.

#### **IV Delivery**

1. The seller's delivery times are generally non-binding.

2. The course of delivery periods only begins when the agreed deposit has been paid in full.

3. In the event of an agreed change to the respective order, the seller is entitled unilaterally to set a new delivery date.

4. The seller reserves the right to make design and shape changes during the delivery period.

5. Claims by the buyer due to non-performance or delay are excluded, unless the seller is responsible for these circumstances intentionally or through gross negligence.

#### **V Fulfilment**

1. The place of performance is the contractor's headquarters. Deliveries and services of the seller are fulfilled,

a, ex works: upon submission of the notification of readiness for dispatch. The buyer must accept the object of purchase immediately after notification of readiness for dispatch.

b, with an agreed place of performance/dispatch: upon departure from the supplying plant.

2. Risk and dangers, including those of accidental loss, pass to the buyer upon fulfillment. If a collection period is set by the supplying plant and this is exceeded by the buyer, a storage fee may be charged.

#### **VI Warranty and liability**

1. Unless deviating regulations are provided below, the statutory warranty and liability provisions apply. The place of warranty is always the manufacturer's headquarters. The warranty claim only relates to the standard equipment according to the price list, but not special equipment, desired colors or

subsequent installations by third parties.

Guaranteed properties within the meaning of § 922 (1) ABGB are only those that are expressly marked and promised by the seller. Product descriptions, brochures and information from the seller (or a third party manufacturer) etc. are not considered guaranteed properties.

In the case of repair work, there is a warranty only for replaced parts and only within the scope of the warranty of the manufacturer or supplier of such parts. There is no guarantee for wearing (parts) and used vehicles.

The warranty period is 2 years for private use and 1 year for commercial use. For new boats, there is a warranty only in accordance with the following provisions and only for a state-of-the-art error-free condition:

- a, New PEHN boats with an electric motor up to a maximum mileage of 500 engine operating hours
- b, for other watercraft (pedal boats, water bicycles) etc. max. 300 operating hours

2. The warranty period begins with fulfilment. The warranty expires with the resale of the object of purchase by the buyer if the object of purchase has been modified by a third party or by installing parts from a third party, if the buyer does not follow the regulations on the handling of the vehicle (operating manual) (in particular if the permissible total weight, as well as failure to carry out the prescribed checks).

3. The seller is not liable for parts not produced by the seller himself, but is willing to assign to the buyer the claims he has against the producer due to the defect.

3. Warranty claims are to be reported to the seller in writing within 14 days of becoming aware of the defect, stating the type and extent of the defect (notice of defects), otherwise the claim will be lost. The application of §§ 924, 933b ABGB is excluded. The existence of a defect at the time of handover must be proven by the transferee (buyer).

4. There is no right to conversion or reduction. The seller is free to meet a warranty obligation through improvement or replacement/exchange. The buyer must grant the necessary time and opportunity to a reasonable extent for the improvement or replacement. If he refuses this or if it is shortened in an unreasonable manner, the seller is released from the guarantee. In all cases, only parts are replaced. The wages and costs incurred for installation and removal are to be borne by the buyer. Is there a defect that cannot be remedied in a reasonable time or without major loss of value

or can be compensated by a reduction in the purchase price, the buyer has the right to reverse the contract. If the buyer wishes to withdraw from the contract for personal reasons, the following deduction will be done from the purchase price, depending on the progress of construction

- 15% after placing the order
- 20% after start of production
- 25% after the end of production
- 30% after delivery

## **VII Compensation**

1. Claims for damages are excluded in cases of slight negligence. The injured party has to prove the existence of gross negligence. In any case, all claims for damages become statute-barred within one year after the expiry of the warranty period from knowledge of the damage and the party responsible for the damage.

2. Other claims for compensation by the buyer, of whatever kind, are excluded - with the exception of gross negligence on the part of the seller.

3. If the buyer of the object of purchase is a seller, his right of recourse according to § 12 PHG is expressly excluded.

**VIII Claim for mistake**

Buyer and seller mutually waive the right to contest legal transactions due to a mistake within the meaning of § 871 ABGB.

**IX Severability Clause**

Should provisions of these general terms of delivery and sale be/become wholly or partially invalid, all other provisions of these general terms of delivery and sale shall remain in effect. The ineffective provision should be replaced by another one that is effective and comes as close as possible to the content and purpose of the ineffective provision.

**X Place of jurisdiction**

Austrian substantive law shall apply exclusively to all orders, in particular those subject to these General Terms and Conditions of Delivery and Sale, with the exception of its reference standards insofar as they refer to foreign law. If Austrian law provides for the application of special international norms that also apply in Austria in the case of foreign contact - such as the adopted UN sales law - these are not to be applied. The place of jurisdiction for all disputes resulting from or in connection with the order is the relevant court at the seller's registered office. If both sides agree, an arbitration court can also be agreed.