

General Terms and Conditions

Status, April 2025

1. Scope of Application

These terms and conditions of sale and delivery shall apply to business-to-business transactions for the sale of goods and the provision of services in connection with commercial transactions, unless otherwise agreed between the parties in specific cases.

2. The Binding Nature of the Offers

All offers and information regarding AA-Solutions products, in particular information contained in catalogues, price lists, etc., are non-binding. They shall only be deemed binding if expressly referred to in the order confirmation issued by AA-Solutions.

3. Conclusion of the Contract

The contract is concluded exclusively based on the buyer's offer and the corresponding order confirmation from AA-Solutions.

Any subsequent amendments or additions to the contract shall be confirmed in writing by AA-Solutions in order to be valid.

4. Delivery; Delivery deadline and Delay

Any agreed delivery deadlines are based on the circumstances prevailing at the time of the order and are to be understood as indicative only. AA-Solutions may deliver at any time within the specified period. If the agreed delivery deadline is exceeded by more than 3 months, the buyer may withdraw from the contract after the unsuccessful expiry of a grace period set by the buyer, which shall be reasonable and no shorter than 14 days. Orders consisting of more than one product shall be deemed to be divisible and the buyer's right of withdrawal shall therefore apply only to that part of the order for which the delivery deadline has been duly exceeded. For special orders, i.e. orders which deviate from the seller's standard at the buyer's request (e.g. special labelling, special documentation, special packaging, special design, etc.), the buyer has the right to withdraw from the contract only if the agreed delivery deadline has been exceeded by more than 6 months and a reasonable period of grace set by the buyer, which shall be at least 30 days, has elapsed without result. The buyer shall have no further claims, in particular no claims for damages, due to delay in delivery.

If delivery is delayed for reasons attributable to the buyer, AA-Solutions is entitled to charge the buyer for storage costs. After the expiry of the time limit set for the buyer, but in any case not less than 14 days, AA-Solutions shall be entitled, but not obliged, to withdraw from the contract and to claim from the buyer compensation for the costs and damages resulting from the non-performance. The parties agree that in such a case, the buyer shall pay AA-Solutions a lump sum compensation of 50% of the purchase price. However, AA-Solutions expressly reserves the right to claim further damages exceeding this amount.

AA-Solutions is entitled to make partial deliveries. AA-Solutions reserves the right to make design and form changes during the delivery period, provided that the function of the object of purchase is not significantly altered and the acceptance of the change can be reasonably expected by the buyer.



5. Transfer of Risk

Goods are delivered "ex works" (INCOTERMS 2010: EXW) by AA-Solutions. Accordingly, the risk passes to the buyer when the shipment is taken over by the buyer or the carrier. This also applies to partial deliveries.

6. Prices, Packaging, Insurance, Transport

Prices quoted by AA-Solutions are net prices, excluding VAT. Packaging, transport insurance and freight charges are charged separately. A surcharge may apply to small quantities. Buyer's requests for special labelling, special documentation, buyer drawings, certificates, authentications, special delivery instructions, special packaging, etc. will be invoiced on a cost basis.

7. Terms of Payment

Payment shall be made within 30 days of invoicing in the agreed currency, without any deduction or discounts, unless otherwise agreed in the offer. Partial deliveries and subsequently delivered accessories are invoiced separately and are subject to the same terms of payment mentioned above.

If delivery is delayed at the request of or due to circumstances attributable to the buyer, the invoice will be issued once the goods are ready for delivery. If the buyer is in default of payment, or if there are doubts about the buyer's ability or willingness to pay, AA-Solutions is entitled to demand an advance payment and, in the event of non-payment, to withdraw from the contract after a reasonable grace period and to claim damages for non-performance.

In the event of late payment, the statutory default interest will be charged. Set-off by the buyer is only permitted with counterclaims expressly acknowledged by AA-Solutions or established by a final court decision. The buyer waives any rights of retention which he may have in respect of the goods delivered.

Any objections regarding invoices issued by AA-Solutions shall be submitted in writing within 10 days, otherwise the invoice shall be deemed to be correct and accepted.

8. Retention of Title

The object of the purchase remains the property of AA-Solutions until the buyer has fulfilled all obligations arising from the sale and purchase contract. The retention of title shall also remain in force in the event that the buyer resells the delivered goods to a third party. In such cases, the buyer hereby assigns to AA-Solutions all claims arising from the resale to third parties. Any resulting charges shall be borne by the buyer. No legal transactions and/or de facto provisions of any kind whatsoever are permitted that impair AA-Solutions' rights.

If a third party makes a claim to the object of the purchase before all obligations arising from the sale and purchase contract have been fully performed (and thus before the transfer of ownership to the buyer), the buyer shall notify AA-Solutions in writing without delay.

9. Suitability Check, Warranty and Exclusion of Liability, Manufacturer's Guarantee

The buyer is solely responsible for the selection and use of the purchased goods. AA-Solutions assumes no liability for the compatibility of the products with any particular system or equipment. Therefore, it is the sole responsibility of the buyer to determine whether the goods purchased by buyer and supplied by AA-Solutions are suitable for the intended purpose.

The buyer shall notify AA-Solutions in writing of any defects detectable upon proper inspection within 10 days of receiving the goods. If the buyer fails to notify AA-Solutions, he is no longer entitled to enforce a warranty claim, claim for damages due to defects or claim based on mistake regarding the absence of defects in the goods. Other defects shall be notified in writing by the buyer immediately after their discovery but at the latest within one year after receipt of the goods. Any claims beyond the statutory warranty rights under Sections 6:159 and following, as well as claims under Section 6:174 of the Hungarian Civil Code (Ptk.), are excluded to the extent permitted by law.

AA-Solutions has the right to remedy defects initially by replacement delivery. The buyer may only withdraw from the contract or claim a price reduction if the replacement fails twice or is not possible or is refused by AA-Solutions.

However, the buyer's warranty and guarantee claims against AA-Solutions as seller are expressly excluded if the buyer is entitled to enforce a claim under the manufacturer's warranty for the concerned defect. The applicable manufacturer's warranty can be found on the AA-Solutions website (*austria.swagelok.com*).

All liability of AA-Solutions arising from and in connection with the sale and purchase contract, regardless of the legal basis on which the buyer makes a claim, is limited to EUR 3,000,000 (three million euros). Liability for slight negligence is expressly excluded.

10. General information

- a) Hungarian law shall apply to the contract, excluding of the provisions of private international law and the UN Convention on Contracts for the International Sale of Goods.
- b) Buyer's terms and conditions of purchase or deviating and supplementary agreements in addition to these Terms and Conditions shall only be binding on AA-Solutions if and to the extent that AA-Solutions has acknowledged them in writing.
- c) The invalidity of a provision of the contract shall not affect the validity of the remaining provisions of the contract. The invalid provision shall be replaced by a valid provision whose economic effect corresponds as closely as possible to the economic effect of the invalid provision.
- d) The buyer may not assign rights and claims arising from this contract to third parties without the express written consent of AA-Solutions.
- e) In the event of legal disputes, the Budaörs District Court (Budaörsi Járásbíróság) and the Győr Regional Court (Győri Törvényszék) shall have exclusive jurisdiction (depending on the value of the dispute).
- f) These sales and delivery conditions shall apply to all sales and deliveries from 1 April 2025.