General Terms and Conditions of Business (GTC) of Wolf Systembau Gesellschaft m.b.H.

Company headquarters: A-4644 Scharnstein, Austria, Court of jurisdiction: Wels, Company Register No. FN 294579f, LG Wels, Tax number: 114/2861, Tax Office Linz

(version dated 16.09.2025)

1. CONCLUSION OF A CONTRACT AND CONTRACTUAL BASIS

1.1. These contractual terms and conditions shall apply for all current and future deliveries and services to the customer, referred to in the following as the "Client", and this also when the contractor, referred to in short in the following as "Wolf System" does not make explicit reference to these terms in some individual cases. Wolf System has the right to make alterations and additions to these terms and conditions. Any own terms of the Client which disagree with the terms and conditions of this contract or its contractual basis shall not be a component of the present agreement.

When the Client is a consumer as defined in the Consumer Protection Act, these GTC shall not be applicable. In such cases the GTC for Consumers, a copy of which is available at Wolf System and may be inspected at any time, shall have exclusive application. These shall be enclosed with the order confirmation and can also be downloaded in Internet from the website www.wolfsystem.at

1.2. Wolf System reserves the right of acceptance of a contract and must confirm this in writing. The Client shall be bound to her/his application (work order) in all cases until a decision is made on acceptance of the contract.

1.3. The Client shall be bound to the agreed description of services. The acceptance of contract and the final fixing of the entire scope of services
shall be by means of a detailed order confirmation by Wolf System, taking account of any agreed reductions, establishing of definitions, additional services or appropriate price adjustments up until the time when the order confirmation is made.

1.4. The written order confirmation from Wolf System shall be decisive for the object, price, scope and other conditions for deliveries and services, in cases where the Client does not contradict the contents within two weeks of the issue date for the order confirmation with Wolf System, doing so in-depth and giving precise reasons for the dissent. Oral and telephonic agreements made with representatives or agents of Wolf System as also subsequent changes shall only be binding for Wolf System when these are confirmed in writing by the Wolf System management. We shall not be bound by obvious typing or calculation errors.

1.5. The entire documentation on which this contract is concluded shall apply as the contractual basis and this in the following sequence:

A. The order confirmation issued to the Client
B. The current work order
C. The relevant offer
D. The information and worksheets handed over
E. The relevant planning documentation
F. Any implementation documentation created for the contract for services (sampling)
G. Other documentation with a contractual basis
H. The provisions in Austrian Standard ÖNORM B 2110 shall also apply as agreed upon, insofar as other terms deviating from them have not been agreed in writing.

1.6. Additional costs resulting from authority requirements (e. g. static requirements, technical fire safety performance requirements etc.), shall be borne by the Client.

1.7. Technical Standards
Wolf System expressly reserves the right to introduce improvements and changes for materials and construction and also in the course of technical progress, this also applies for the property rights and copyrights on the business documentation we create. Standard Industrial Grade to ÖNORM B 2215 (Spreadsheet A.4) is considered as agreed for the laminated wood used in the timber parts to be delivered unless another agreement is reached on this subject. The dimensions of the roof frame construction shall be established according to ÖNORM EN 1991-1-1 (Section 6.3.4) without a load assumption being made for the suspension of intermediate ceilings and similar support elements. Wolf System reserves the right to use DIN or ÖNORM standards by choice as the measurement base for all structural components.

1.8. Delivery Date
The desired delivery date can only be maintained when the Client has carried out the preliminary work required to schedule, in particular in accordance with Clause 6. of this General Terms and Conditions of Business.

2. GUARANTEED FIXED PRICE

Wolf System provides a guaranteed fixed price for the overall contract price as given valid for a period of 3 months from the date of the signing of the work order. Should the preliminary work to be performed by the Client not have been carried out in an orderly manner, or not be completed on time either as agreed, or to the specification of Wolf System, or should the delivery schedule be delayed for reasons not attributable to Wolf System, and when a new list/offer price shall apply by the delivery start, then this shall be binding for the Client, with this clause also applying for any additional services. Subsequent price increases extending beyond this as a result of circumstances over which Wolf System has no influence are possible, where these are confirmed in separate circumstances.

3. TERMS OF PAYMENT

3.1. Payments shall be deemed effected on the day on which Wolf System can dispose of the full invoice amount without loss. On delayed payment 12% default interest of p. a. is agreed upon. Extending beyond this Wolf System shall have the right in the event of any delay in payment, in particular for delays to part payments, to demand at own choice in respect to any deliveries that are still open either cash payment in advance, or other securities (e.g. a banker's guarantee), or to withdraw from the contract, but at all events to stop the construction work until payment is made. The client hereby agrees to the issuance and electronic transmission of an electronic invoice within the meaning of Section 11 (2) VAT Act (UstG 1994).

3.2. The Client shall not have the right to retain or refuse payments due as a result of claims of any kind, even where these are the result of complaints that have been made.

3.3. Nor shall the Client have the right to offset payments with any counter claims.

3.4 The acceptance of the final payment on the basis of a final invoice or partial final invoice shall not preclude the assertion of subsequent claims for the provision of the contractually agreed services. The provisions stipulated in ÖNORM B 2110 (8.4.2. and 8.4.3.) are not applicable. The general statutory regulations shall apply.

4. SECURING OF THE GROSS TOTAL PURCHASE PRICE

4.1. The Client is required in accordance with the Wolf System official form to secure the gross total purchase price by means of an irrevocable financing security in the form of a banker's guarantee provided by a bank licensed in the EU and this by the construction release order at the latest.

4.2. Financial securities analogous to this must also be provided for all additional services.

4.3 The costs of securing financing must be borne by the client.

5. SUBMISSION PLANNING/BUILDING PERMISSION

5.1. Wolf System can only begin with the submission planning after the Client has made available the documentation, the site plans and where appropriate the outline building applications that are required and has made the 5% advance payment.

5.2. Fees and costs charged by building authorities (e.g. for acceptances, permissions, static and building physics tests as also for connection costs, sewers, gas, electricity, water and telephone links) shall be borne by the Client.

5.3. Should special authority submissions, static or building physics calculations or other verifications or services be required that are not expressly included in the scope of services as a result of building requirements or wishes for changes, the additional costs resulting from these shall also be borne by the Client. Invoicing shall be in accordance with the fee schedule for master builders. This invoice shall be due for payment directly after the provision of the service.

5.4. The Client must provide Wolf System at the earliest possible time with a copy of the complete building permission and the documentation related to it.

6. DELIVERY REQUIREMENTS

6.1. The Client(s) must fulfil as a further condition for the delivery of the building/building component as ordered the provision of the assurance that the contractual object shall be fixed in detail (sampling) and the final description of services for the work must be available 8 weeks before the start of the delivery schedule period for the contractual object at the latest, and this when an earlier schedule is not expressly required by Wolf System.

6.2. The original building permission and also the relevant documentation must also be available to Wolf System 6 weeks before the start of the delivery schedule period at the latest, including all authority conditions and drawing appendices, when an earlier time is not expressly required by Wolf System.

6.3. The foundations as required and all other structural preliminary work to be carried out by the Client must be completed on a fault-free basis and reported in writing to Wolf System 6 weeks before the start of the intended delivery schedule period.

6.4. Wolf System reserves the right to carry out an appropriate check of the preliminary structural work. The obligation for a test extending in scope beyond the statutory requirement is not, however, included in this. Should faults be established in the course of this test, which require improvements to be made and a new test to be carried out, then these improvements must be made without delay by the Client. Faulty foundations or other faulty structural preliminary work will result in an appropriate adjustment delay to the delivery schedule. The responsibility for fault-free preliminary works shall in all cases remain the full and unlimited responsibility of the Client, or of the contractor employed by him/her.

6.5. The Client must take on the costs and the responsibility for assuring that the requirements are given for the implementation of the work, and the following services in particular must be provided by the Client:

* A solid surfaced access road and prepared parking space for the crane, assembly and delivery vehicles on at least two sides of the building to bear a total weight of 46 tons.
* A suitable storage place available in the immediate vicinity of the building site for the intermediate storage and the assembly preparation of the structural components.
* A fault-free substructure (e.g. foundations).
* A building site power supply (220V / 380V) with at least 25 A fuse protection.
* Site water supply and drainage pipes.
* All obstacles or hazard sources in the pivot range of the assembly crane (e.g. electricity cable) must be either removed or adequately secured.
* Application for and instigation of any road closures that may be required.
* The newly produced structural and technical facilities must be protected as necessary against the weather (e. g. evaporation protection in the event of strong sunlight and the like).
* To have special protective facilities erected should this be necessary.
* Insofar as not otherwise determined, fully capable support labour in the number as required by our assembly manager (at least 3 persons) must be available to help in the provision of the deliveries and services by Wolf System (for tasks including unloading, cleaning, loading of equipment and formwork). The support labour must be paid and comprehensively insured by the Client.
* The Client shall also be responsible for the entire statutory and collective agreement requirements for employee (safety) regulations and for the legal requirements of the Employment of Foreigners Act in respect to this labour and shall hold harmless and indemnify Wolf System against all claims in this respect. The Client is responsible for assuring that all persons employed as support labour are suitable for the performance of the work involved, on the basis of their age, abilities and state of health.
* Provision should be made to assure Wolf System employees will have access to inexpensive board and lodgings during the construction period.

6.6. Should the Client not fulfil the above obligations, not do so in good time, or only do so partially, s/he shall bear all additional costs and downtimes that may result. Furthermore Wolf System shall have the right to put back the assembly start, until the requirements for it are established as given.

6.7. The client undertakes to take out construction insurance at his own expense to cover any additional costs in the event of unforeseeable and accidental destruction of the building prior to handover for reasons not attributable to Wolf System or in the event of damage arising from risks of fire, storm, water damage and liability damage, and shall provide evidence of this upon request by Wolf System without undue delay.

7. RIGHT OF WITHDRAWAL

7.1. The client must ensure that construction works can be completed within 12 months of signing the contract.

7.2. The delivery times as given for the deliveries and services are carefully established approximate values. They assume the full and complete clarification of all technical details of the contract, the availability of building permission, the completion of the preliminary work to be done by the Client and the punctual obtaining of supplies by Wolf System. The Client shall have no right to compensation in the event of the delivery schedule not being maintained. The right of withdrawal from the contract shall be subject to the setting of a period of grace of at least six weeks, which must be submitted by registered mail with the inclusion of a warning of a withdrawal from the contract.

7.3. Unforeseen delays or limitations to the deliveries or services as a result of force majeure, unusual weather conditions, operational interruptions suffered by Wolf System or its suppliers, transport difficulties, failures in raw material and auxiliary material supplies, labour shortages, or other similar causes shall give Wolf System the right either make a reasonable extension of the delivery period or to withdraw either partially or entirely from the contract.

7.4. The Client is under obligation to accept the contracted deliveries and services from Wolf System. Should the Client refuse to accept deliveries and services from Wolf System, or should the Client fall behind in the provision of the preliminary work obligation by more than two weeks beyond the agreed period after receiving notification of the readiness to provide the deliveries and services, Wolf System shall have the right to withdraw from the contract without the setting of a period of grace and to demand a flat-rate compensation payment, which cannot be reduced by the decision of a court, amounting to 10% of the contract value plus value added tax and without being under obligation to provide verification of the actual damages suffered. The right is reserved at all events, however, to assert a verifiable higher compensation claim or higher payment amount in the courts to terms of § 1168 of the Austrian Civil Code.

7.5. The cancellation of a work order that has already been issued on a binding basis shall also entitle Wolf System to demand from the Client a sum amounting to 10% of the gross order amount as a cancellation fee, which cannot be reduced by the decision of a court and without being under obligation to provide verification of the actual work involved. The right is reserved at all events, however, to assert a compensation claim or higher payment to an amount above this sum in the courts to terms of § 1168 of the Austrian Civil Code.

8. HANDOVER

The building is to be handed over to the Client(s) on completion. The building must not be occupied or put to use before acceptance. A written record is made of the acceptance procedure. Should the Client(s) not appear on the agreed handover date, the building shall be considered as contractually accepted on the expiry of one week following the agreed appointment, at which point the risk shall also have been transferred. The service must be accepted within a period of 20 days of receiving notification of completion. The acceptance is deemed to have taken place on expiry of the deadline, when the Client has not formally accepted the service in person. Furthermore occupation or use of the building shall take the place of the acceptance procedure. The provisions of this term shall apply mutatis mutandis to part services or a clearly defined separate service section. Part acceptance procedures are only to be carried out, however, on request from Wolf System to do so. Faults do not entitle the Client to refuse acceptance. Should faults become apparent prior to the acceptance, Clauses 9.2. and 9.3. of this GTC shall apply mutatis mutandis.

9. WARRANTY AND COMPENSATION

9.1. The Client must inspect all deliveries and services received without delay and report any faults in quantity or quality in writing – failure to do so shall result in any warranty or compensation claims being ruled out – and this claims procedure period, even in cases of special difficulties in defect testing, must on no account be longer than one week following the delivery or the service or the occurrence of the defect. This also applies for wrong or different deliveries. The warranty right shall expire, however, when it is not asserted in court within two years.

9.2. Should improvement or exchange be impossible, or should they be connected with an unreasonably high level of work by Wolf System, the Client shall have the right to a reduction in price. The right to dissolve the contract shall only be due to the Client, when a non-recoverable impracticability of economic use of the building is given.

9.3. The Client may not refuse improvement or exchange by the appeal that this course shall be connected with significant inconvenience for him/her, except in cases where these are unreasonable.

9.4. The terms of a special recourse to § 933b of the Austrian Civil Code as also of the decisiveness of public statements for the scope of service (§ 922 Section 2 of the Austrian Civil Code shall not be applicable. The existence of faults at the time of the handover must in all cases be proved by the Client.

9.5. The Client is responsible for the legal and de facto development potential as also for the risks of the site on which the building is erected and for the site in general (e.g. the load bearing capacity of the ground). Wolf System must be informed without delay of any known risks. The Client is also responsible for establishing the height of the building to be erected and Wolf System shall not be under obligation to check this.

9.6. The claim of the Client for compensation is mutually agreed to be limited to cases of intentional damage and serious negligence. This shall also apply in particular for the infringement of a mandatory warning to §1168a of the Austrian Civil Code.

9.7. The liability of Wolf System for lost profits, consequential damages, mere financial losses (in particular loss of business or loss of rent, etc.) or for damages arising from third party claims is ruled out.

9.8. Cases of unjustified complaints or claims for compensation, which result in extensive checks and tests, can result in the Client being invoiced for the costs incurred.

9.9. Should an independent expert be appointed for the clarification of warranty and compensation claims, the costs involved shall be borne irrespective of Clause 9.4. in a ratio based on which of the parties shall prevail.

9.10. In negotiations on complaints neither the obligation for dealing with complaints is acknowledged, nor is the objection waived that the complaint was raised too late, or was not adequately specified.

10. RETENTION OF TITLE

Wolf System retains full ownership rights on all deliveries and services until payment of all outstanding amounts payable has been made in full by the Client. A transfer of title or pledging of goods under retention of title is not permissible. In the event of any disposal over these goods, their pledging, or any other claims by third parties, the Client shall be under obligation to make the retention of title public and to inform Wolf System of this fact simultaneously with the disposal, pledging or other claim. The Client already now assigns irrevocably any claim arising to her/him from an intended installation or sale against a third party including any ancillary rights to Wolf System, and also undertakes the obligation to record this assignment in his/her business books and records and shall instruct the third party irrevocably to make payment to a bank account over which Wolf System has the sole right of disposal, with the result that this sum shall be accountable as a Wolf System asset. This term is a complete replacement for Clause 8.5 of ÖNORM B 2110.

11. PROTECTION OF THE CONTRACTOR'S INTERESTS

11.1. Wolf System has the right to enter the building or constructed plant even after completion of the contract in coordination with the Client and to take photographs or make other recordings and use these for own purposes.

11.2. The Client may publish photographs on the building or the complete plant erected by Wolf System only on the condition that the name and company logo of Wolf System are used in publication.

11.3. The entire documentation created by Wolf System, including all computer documentation and software may only be used by the Client for the current construction project. The passing on of this documentation to third parties, including all information and perceived facts, in particular relating to the business secrets of Wolf System, which have become known to the Client in the course of the creation of an offer or the provision of the service, is expressly prohibited. An infringement against this term shall result in a contract penalty to the amount of 5% of the gross contract sum, which cannot be reduced by the decision of a court, and which shall not exclude claims for compensation extending beyond this amount. Furthermore an infringement against this term shall constitute grounds for an immediate withdrawal from the contract.

12. SUBCONTRACTORS

The Client declares express agreement for Wolf System to transfer agreed services either in part or in total to subcontractors.

13. OTHER AGREEMENTS

13.1. No ancillary verbal agreements or stipulations have been made. Furthermore ancillary agreements shall only be valid with the written confirmation of the Wolf System management.

13.2. The case that one or more of the above mentioned terms is or will be inoperative does not effect the remaining terms. This inoperative term will be replaced by a term which shall come as close as possible to the commercial purpose of the inoperative term.

13.3. Where the Client consists of several natural or legal persons, then these are liable as joint debtors. They must mutually authorise each other waiving any later revocation, to issue and accept any due declarations and also to accept any deliveries due until final completion of the contract.

13.4. The assignment of any of the Client's claims arising from this contract shall require the written agreement of the Wolf System management in order to be valid, insofar as it is not a monetary claim to terms of § 1396 a of the Austrian Civil Code.

13.5. *Clause 7.4.3 (forfeiture of claim on a deviation of performance), Clause 8.7 (guarantee), Clauses 11.3.1, 11.3.3, 11.3.4 und 11.3.5 (compensation) of ÖNORM B 2110 are mutually agreed to be not applicable.* The relevant contractual obligations or statutory terms shall take its place, in particular, therefore no retention money or warranty retention can be withheld.

14. PLACE OF PERFORMANCE/COURT OF JURISDICTION/CHOICE OF LAW

14.1. The court of jurisdiction shall be the competent court in Wels, Austria, and the place of performance is agreed as Scharnstein.

14.2. Austrian law shall apply exclusively to this contractual relationship. The application of UN commercial law is ruled out by mutual agreement.