GENERAL TERMS AND CONDITIONS

as of 2026/10/24

LEADING IN FLUID TECHNOLOGY

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1. General Provisions and Scope

(1) These General Terms and Conditions apply to the following company:

sera Technology Austria GmbH

hereinafter referred to as '**sera**'.

(2) The following terms of delivery apply exclusively to all our deliveries and services, unless otherwise agreed in writing. These General Terms and Conditions also apply to all subsequent orders without any need to refer to them again. Conflicting or differing terms of the Buyer apply only if we, as the supplier, have agreed to them in writing. This also applies to amendments to existing agreements.

(3) Deviations, ancillary agreements and assurances, as well as amendments or additions, must generally be made in writing.

(4) Maintenance, service and remote service are additionally subject to the special terms and conditions provided for such services.

2. Quotation and Order Confirmation

(1) Our quotations are generally non-binding.

(2) Orders require written confirmation by **sera** to become legally binding.

(3) **sera** reserves all ownership rights and copyright in illustrations, drawings, calculations and other quotation documents and similar information of a tangible or intangible nature, including in electronic form; these may be made accessible to third parties only with the written consent of **sera** and must be returned to it immediately upon request if the order is not awarded to **sera**.

(4) Documents attached to a quotation and/or order confirmation, such as illustrations, drawings, calculations, descriptions and performance, weight and dimensional specifications, are provided for preliminary information only and are non-binding, unless expressly designated as binding.

3. Deliveries and Services

(1) Deliveries and services are determined by the written declarations and agreements of both parties. In the absence of such declarations, only the written order confirmation and the terms of delivery specified therein by **sera** are authoritative. For sales contracts, the agreed delivery clauses shall generally be interpreted in accordance with the INCOTERMS in force at the time the contract is concluded.

(2) Unless otherwise agreed, the costs of assembly and commissioning, including all necessary incidental expenses such as accommodation and travel expenses or the transport of tools or personal luggage, shall be paid separately by the Buyer.

(3) Partial deliveries are generally permitted insofar as they are reasonable for the Buyer, taking into account the interests of **sera** and the Buyer, or have been agreed with the Buyer.

(4) For deliveries abroad, the obligations of **sera** are subject to the granting of any required export licenses.

(5) All information in catalogues, brochures or general technical documentation is generally non-binding unless reference is made to it in writing.

(6) If software is included in the scope of services, the Buyer is granted a non-exclusive right to use the software. The Buyer may reproduce or modify the software only to the extent permitted by law.

4. Packaging

Deliveries are generally made in standard packaging provided by **sera**. **sera** is entitled to select special types of packaging that it considers necessary at its own discretion. The resulting costs shall be borne by the Buyer.

5. Planning and Order Processing for Customised Plants and Systems

(1) For plants and systems designed to customer specifications, **sera** prepares drawings and technical documentation for the specified item to be supplied. The number of included customer revisions is limited to one revision within 14 calendar days of order confirmation by **sera** and covers only the layout of the plant or system, not changes to the components and scope of supply defined in the order confirmation issued by **sera**. Any further revision requests during processing or the subsequent course of the project will be implemented only after written acceptance of a supplementary quotation to be prepared by **sera**.

(2) **sera** will process the first revision request within a reasonable period and subsequently return or resend it to the Buyer. This applies accordingly to all further revisions following written acceptance of the supplementary quotation. The processing period depends on the scope and complexity of the adjustments required.

(3) The customized drawings must be returned or sent back by the Buyer to **sera** with the customer's approval endorsement or revision request no later than 14 calendar days after transmission. Compliance with this deadline is determined by the demonstrable receipt of the drawing by **sera**.

(4) Delays caused by more than one revision or late approval endorsements by the Buyer result in an extension of the delivery period. The delivery date promised in the order confirmation shall be deemed extended by the period of delay for which the Buyer is responsible.

6. Transfer of Risk

Risk in respect of deliveries and services provided by **sera** passes to the Buyer as follows, including in the case of carriage-paid or free-domicile delivery:

(1) For deliveries without erection or assembly, including partial deliveries, when they have been dispatched or collected.

(2) Generally, no later than upon leaving the premises of **sera**.

(3) For deliveries with erection or assembly, on the date of taking over for operation at the Buyer's premises or, where agreed, following a successful trial run.

(4) If dispatch, delivery, the commencement or execution of erection or assembly, taking over for operation or the trial run is delayed for reasons for which the Buyer is responsible, or if the Buyer otherwise defaults on acceptance, risk passes to the Buyer immediately. This also applies if the item to be supplied has not yet physically left the premises of **sera**.

7. Insurance

At the Buyer's request and expense, deliveries by **sera** will be insured against the usual transport risks. If such insurance has been taken out,

sera must be notified immediately of any transport damage.

8. Warranty and product description

(1) Guarantees are valid only if given in writing.
(2) Information in catalogues, quotation documents and other printed materials, as well as general advertising statements, does not constitute assurances or an offer to enter into a guarantee agreement.

9. Other claims for damages

(1) Claims by the Buyer for damages or reimbursement of expenses arising from a breach of primary or ancillary obligations under the contractual relationship, from tort or on any other legal grounds are excluded.
(2) This exclusion does not apply where liability is mandatory, in particular under the Product Liability Act, in cases of intent or gross negligence, for loss of life, bodily injury or damage to health, the assumption of a guarantee of quality or a breach of essential contractual obligations. Where a guarantee of quality has been assumed, liability is, however, limited to its scope and, in the event of a breach of essential contractual obligations, to the foreseeable loss typical of the contract, unless intent, gross negligence, loss of life, bodily injury or damage to health is involved. Essential contractual obligations are obligations whose fulfilment is necessary for the proper performance of the contract and on compliance with which the customer may regularly rely. In all other respects, liability is excluded, irrespective of the legal grounds. In particular, liability for consequential loss caused by defects, business interruption/production downtime costs, loss of use, loss of profit and other financial losses is excluded in cases of ordinary negligence, unless there is a breach of essential contractual obligations pursuant to paragraph 2.
(3) In addition to the above liability provisions, for all products with network connectivity the Buyer is responsible for securely integrating the product into its own network and IT environment and for the necessary security measures within its systems. **sera** accepts no liability for disruptions, data loss or damage caused by customer networks, inadequate security measures on the part of the operator, unauthorized modifications, third-party interference or use other than for the intended purpose. This does not apply insofar as the cause lies in a defective product condition for which **sera** is responsible, a breach of statutory product safety requirements or a breach of obligations relating to the cybersecurity of the product.

10. Industrial Property Rights and Copyright; Defects in Title

(1) Unless otherwise agreed in writing, **sera** is obliged to provide the delivery free from third-party industrial property rights and copyright (hereinafter: Intellectual Property Rights) only in the country of the place of delivery.
(2) If a third party asserts justified claims against the Buyer for infringement of Intellectual Property Rights by deliveries provided by **sera** and used in accordance with the contract, **sera** shall be liable to the Buyer within the period specified in Clause 15. (1) as follows:
  a) **sera** shall, at its own discretion and expense, either obtain a right of use for the deliveries concerned, modify them so that the Intellectual Property Right is not infringed, or replace them. If **sera** cannot do so on reasonable terms, the Buyer shall have the statutory rights to withdraw from the contract or reduce the price. The Buyer may not claim reimbursement of wasted expenditure.
  b) The obligation of **sera** to pay damages is governed by Clause 9.
  c) The above obligations of **sera** apply only if the Buyer immediately notifies **sera** in writing of the claims asserted by the third party, does not acknowledge an infringement and leaves all defense measures and settlement negotiations to **sera**. If the Buyer ceases using the delivery to mitigate loss or for other important reasons, it must inform the third party that cessation of use does not constitute an acknowledgement of infringement of Intellectual Property Rights.
(3) Claims by the Buyer are excluded insofar as the Buyer is responsible for the infringement of Intellectual Property Rights. Claims by the Buyer are also excluded insofar as the infringement of Intellectual Property Rights is caused by specific requirements of the Buyer, an application not foreseeable by **sera** or the fact that the delivery is modified by the Buyer or used together with products not supplied by **sera**.
(4) In the event of infringement of Intellectual Property Rights, the provisions of Clause 15. (3) otherwise apply accordingly to the Buyer‘s claims governed by Clause 10. (2) a). In the event of other defects in title, all provisions of Clause 15. apply accordingly. Any further claims or claims other than those provided for in this Clause 10. against **sera** and its vicarious agents on account of a defect in title are excluded.

11. Erection and Assembly

The erection, assembly and installation of equipment and plants supplied by **sera** may be carried out only by qualified personnel in compliance with the guidelines of **sera** and the applicable technical standards and statutory requirements. Where erection and/or assembly are performed by **sera** the following provisions apply unless otherwise agreed in writing:

(1) The Buyer shall undertake and provide the following in good time at its own expense:
  a) all earthworks, construction work and other ancillary work outside our trade, including the skilled and unskilled labor, building materials and tools required,
  b) the equipment and consumables required for assembly and commissioning, such as scaffolding, lifting equipment and other devices, fuels, lubricants and chemicals,
  c) power and water at the place of use, including connections, heating and lighting,
  d) sufficiently large, suitable, dry and lockable rooms at the assembly site for storing machine parts, apparatus, materials, tools, etc., and adequate working and rest rooms for assembly personnel, including sanitary facilities appropriate to the circumstances. In addition, the Buyer shall take the same measures to protect the property of **sera** and the assembly personnel at the construction site as it would take to protect its own property.
  e) protective clothing and protective equipment required due to special circumstances at the assembly site.
(2) Before assembly work begins, the Buyer shall, without being requested, provide the necessary information on the location of concealed electrical cables, gas and water pipes or similar installations, as well as the necessary structural data.
(3) Before erection or assembly begins, the supplies and items required to commence work must be available at the erection or assembly site, and all preparatory work must have progressed sufficiently before construction starts to allow erection or assembly to begin as agreed and proceed without interruption. Access routes and the erection or assembly site must be level, cleared and freely accessible.
(4) If erection, assembly or commissioning is delayed due to circumstances for which **sera** is not responsible, the Buyer shall bear, to a reasonable extent, the costs of waiting time and any additional travel required by **sera** or the assembly personnel.
(5) If a plant cannot be installed immediately after delivery, the Buyer is responsible for proper storage in accordance with the guidelines of **sera**.
(6) The Buyer shall certify to **sera** the hours worked by the assembly personnel on a weekly basis and shall immediately certify completion of erection, assembly or commissioning.
(7) Commissioning may be carried out only by technicians approved by **sera** in accordance with the requirements of **sera**. The technicians are entitled to refuse to commission a plant if the operating conditions to be provided by the Buyer do not permit safe operation of the plant. All costs incurred by **sera** as a result of the delay in commissioning shall be borne by the Buyer.
(8) If, following completion of the contractual performance, **sera** requests acceptance from the Buyer in writing and sets a reasonable period of at least fourteen (14) calendar days, acceptance shall be deemed to have occurred unless the Buyer refuses acceptance within the specified period, identifying at least one justified defect. Acceptance shall likewise be deemed to have occurred if the deliveries and services have been put into use, where applicable after completion or expiry of an agreed test phase, or are demonstrably already being used functionally or operationally by the Buyer.

12. Time limits

(1) Time limits are determined by the written declarations of both parties or, in their absence, by the written order confirmation issued by **sera**. Compliance with the time limit is conditional upon timely receipt of all documents to be supplied by the Buyer, the availability of all

necessary permits and approvals, in particular of drawings and plans, and the Buyer‘s compliance with the agreed payment terms and other payment obligations.

(2) The delivery period begins only after final clarification of all technical and commercial details.

(3) If these conditions are not fulfilled in good time, the time limit shall be extended appropriately; this does not apply if the delay is demonstrably attributable to **sera**.

(4) If failure to meet the time limits is due to force majeure, e.g. war, mobilization, civil unrest, or similar events, e.g. strikes, pandemics, supply chain disruptions, global shortages of materials and energy or lockouts, the agreed time limits shall be extended appropriately.

(5) Where erection and assembly are not included in the agreed services, the time limit shall be deemed met if the shipment, ready for operation, has been dispatched or collected within that period. If delivery is delayed for reasons for which the Buyer is responsible, notification of readiness for dispatch is sufficient to meet the time limit.

(6) If technical or commercial contractual terms are changed at the Buyer‘s request after **sera** has specified the delivery time, the agreed time limits shall be extended appropriately without any further notification by **sera** being required.

(7) If dispatch or delivery is delayed at the Buyer‘s request by more than 30 calendar days after notification of readiness for dispatch, the Buyer may be charged storage costs of 0.5% of the net invoice value of the goods agreed in the sales contract for each week or part thereof. The parties remain entitled to provide evidence of higher or lower storage costs.

(8) An application for insolvency or composition proceedings, the submission of a sworn declaration of assets, the occurrence of payment difficulties or the discovery of a significant deterioration in the Buyer‘s financial circumstances entitles **sera** to suspend any deliveries immediately and refuse performance of ongoing contracts.

(9) If the agreed delivery period is exceeded, default commences only upon a corresponding written notice from the Buyer to **sera**.

(10) If **sera** is responsible for failure to meet the time limit, the Buyer may, provided it has suffered actual loss, claim compensation for delay of no more than 0.25% for each full week of delay, but no more than 5% in total of the price of that part of the deliveries which could not be put into useful operation because of the delay.

(11) Claims by the Buyer for compensation exceeding these limits are excluded in all cases of delayed delivery or performance, including after expiry of any additional period for performance granted to **sera**. This does not apply where liability is mandatory in cases of intent, gross negligence or bodily injury.

(12) The Buyer‘s right to withdraw from the contract following the unsuccessful expiry of an additional period for performance granted to **sera** remains unaffected, provided that **sera** is responsible. The additional period must be reasonable and must be at least four weeks.

13. Prices, Conditions and Payment Terms

(1) Unless otherwise stated, all prices are in EURO, delivery ex works (EXW), excluding freight, packaging, insurance and statutory VAT at the applicable rate.

(2) Shipping is at the expense of the recipient or Buyer. Packaging costs are charged separately. Packaging material will not be taken back.

(3) Any deduction of a cash discount requires a separate written agreement.

(4) Unless otherwise agreed in writing or specified in the order confirmation, the purchase price is due for payment net, without deduction, within 30 calendar days of the invoice date.

(5) If the Buyer fails to meet the payment deadline, it shall pay default interest of 9 percentage points above the base interest rate from the due date, without any reminder being required. The right to claim compensation for further loss is reserved.

(6) For payments of any kind, the payment date is the date on which **sera** can freely dispose of the amount.

(7) For deliveries abroad, unless otherwise agreed in writing, dispatch of the goods is conditional upon the Buyer providing an irrevocable letter of credit in favor of **sera**, confirmed by an Austrian or German bank.

(8) In the event of delayed payment, **sera** may, after written notification to the Buyer, suspend performance of its own obligations until payment is received.

(9) The Buyer may set off claims or exercise a right of retention only if those claims are undisputed or have been established by a final and binding judgment.

(10) The minimum order value per order is EURO 150.00, excluding VAT. Accordingly, **sera** charges this minimum order value for every order below EURO 150.00 net.

(11) **sera** reserves the right to invoice the Buyer electronically by email for the agreed services.

14. Retention of Title

(1) **sera** retains title to the items supplied as goods subject to retention of title until all payments have been received in full and all claims arising from the business relationship with the Buyer and any claims still to arise in connection with the purchased item have been settled.

(2) Retention of title also extends to the acknowledged balance insofar as **sera** records claims against the Buyer in a current account (current-account retention of title).

(3) Enforcement of retention of title, in particular by repossessing the goods, which is permissible in the event of payment default or a threat to our ownership rights, does not constitute withdrawal from the contract.

(4) **sera** is entitled to withdraw from the contract without setting a deadline when repossessing the item supplied. **sera** is entitled to realize the purchased item after repossession; the proceeds shall be credited against the Buyer‘s liabilities after deduction of reasonable depreciation and realization costs.

(5) Upon cessation of payments, an application for or opening of insolvency proceedings or judicial or out-of-court composition proceedings concerning the Buyer, its rights to resell, use or install the goods subject to retention of title shall expire.

(6) **sera** is entitled in these cases to demand immediate surrender of the goods subject to retention of title, excluding any right of retention.

(7) The Buyer hereby agrees to allow persons commissioned by **sera** to collect the goods to enter and drive onto the premises and enter the building where the goods to be collected are located. Without prejudice to the Buyer‘s payment obligation, **sera** is generally entitled to sell repossessed goods by private sale or have them auctioned.

(8) In the event of attachment of the item supplied, **sera** is entitled to withdraw from the contract without setting a deadline. In the event of attachment or other interference by third parties, the Buyer must notify **sera** immediately in writing so that it can bring legal proceedings. If the third party is unable to reimburse **sera** for the judicial and extrajudicial costs of such proceedings, the Buyer shall be liable for the resulting loss incurred by **sera**.

(9) The Buyer is entitled to resell the item supplied in the ordinary course of business; however, it hereby assigns to **sera** all claims arising from resale against its customers or third parties up to the final invoice amount including VAT, irrespective of whether the item supplied has been resold without or after processing. The Buyer remains authorized to collect these claims even after assignment. It is generally not entitled to make any other dispositions, in particular pledging or transfer of ownership by way of security.

(10) The right of **sera** to collect the claim itself remains unaffected; however, **sera** undertakes not to collect the claim as long as the Buyer duly fulfils its payment obligations and is not in default of payment. In this case, **sera** may require the Buyer to disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment. Any processing or transformation of the item supplied by the Buyer shall always be carried out on behalf of **sera**. If the item supplied is processed together with other items not belonging to **sera**, **sera** shall acquire co-ownership of the new item in proportion to the value of the item supplied relative to the other items processed at the time of processing. In all other respects, the same provisions apply to the item resulting from processing as to the goods subject to retention of title. The Buyer also assigns to **sera**, as security for the claims of **sera**, any claims against third parties arising from incorporation of the item supplied into real property.

(11) If the item supplied is inseparably mixed with other items not belonging to **sera**, **sera** shall acquire co-ownership of the new item in proportion to the value of the item supplied relative to the other items mixed at the time of mixing. If mixing takes place in such a way that the Buyer‘s item is to be regarded as the principal item, it shall be

deemed agreed that the Buyer transfers a proportionate share of co-ownership to **sera**. The Buyer shall hold the solely owned or jointly owned property in safekeeping for **sera**. It must insure that property to the customary extent against the usual risks, such as fire, theft, water damage and similar risks.The Buyer hereby assigns to **sera** its claims for compensation against insurers or other third parties arising from damage of the aforementioned kind, up to the invoice value of the goods.

15. Warranty and Material Defects

(1) The warranty period is twelve months from the transfer of risk (see Clause 6. Transfer of Risk). Any remedial work performed or replacement parts supplied are subject to the warranty period applicable to the original delivery. In appropriate cases, the warranty period may be extended to up to 60 months if the Buyer concludes a maintenance agreement with **sera** for the corresponding period.

(2) The items supplied must be carefully inspected immediately upon delivery to the Buyer or the third party designated by the Buyer. The Buyer must immediately notify **sera** in writing of any defects resulting from circumstances existing before the transfer of risk.

(3) Resale, fitting or installation, or any other use of an item in respect of which a defect has been notified or a complaint made shall constitute approval by the Buyer of the item as conforming to the contract.

(4) If the items supplied or services provided by **sera** prove to be defective because they do not have the agreed characteristics or are not suitable for the agreed or ordinary use, **sera** shall initially be entitled to remedy the defect or supply a replacement within a reasonable period, provided that the cause of the defect already existed at the time of transfer of risk. The Buyer must grant **sera** the necessary time and opportunity to do so. If the Buyer refuses to do so, **sera** shall be released from liability for defects.

(5) If remedial performance fails, the Buyer may withdraw from the contract or request a price reduction. The Buyer may not claim reimbursement of wasted expenditure.

(6) Claims by the Buyer for expenses necessary for remedial performance, in particular transport, travel, labor and material costs, are excluded. **Liability for consequential costs arising from defects, in particular costs of business interruption and financial loss, is excluded.** The above limitations of liability do not apply in cases of intent or gross negligence, culpably caused loss of life, bodily injury or damage to health, breach of essential contractual obligations, or where a guarantee of quality has been assumed or liability arises under the Product Liability Act. In the event of a breach of essential contractual obligations caused by ordinary negligence, however, liability is limited to foreseeable loss typical of the contract. Liability under a guarantee of quality applies to the extent of the guarantee assumed.

(7) In all cases, the Buyer is obliged to take all possible and reasonable measures to minimise the expenditure required for remedial performance. **sera** shall contribute to the costs of a recall only if the recall is necessary in light of the factual and legal circumstances. At the discretion of **sera**, the Buyer is obliged either to return defective products to it or to make them available for inspection and examination.

(8) No claims for defects shall arise in the event of merely insignificant deviations from the agreed or presumed characteristics or merely insignificant impairment of usability; natural wear and tear or damage occurring after the transfer of risk as a result of incorrect, improper or negligent handling, excessive use, unsuitable operating materials or replacement materials; defective construction work, unsuitable building ground or special external influences not contemplated by the contract; adverse chemical, electrochemical or electrical influences, adverse weather conditions or unsuitable operating conditions; incorrect assembly or commissioning by the Buyer or third parties; failure to comply with the operating instructions of **sera**; or software errors that cannot be reproduced. The Buyer shall likewise have no claim to rectification of defects or damage arising from the following causes: incorrect or incomplete specifications or instructions issued by the Buyer; materials or components supplied or specified by the Buyer.

(9) If the Buyer or third parties carry out improper modifications or repair work, or use the product other than as contractually agreed or in an improper manner, no claims for defects shall arise in respect thereof or of the resulting consequences. The warranty provided by **sera** shall expire with immediate effect.

(10) The Buyer‘s claim for damages or reimbursement of expenses arising from a breach of duty or on any other legal grounds is excluded. This limitation does not apply where liability is mandatory in cases of intent, gross negligence, loss of life, bodily injury or damage to health.

(11) In the event of a justified complaint within the Republic of Austria, the warranty provided by **sera** covers repair of the defective parts at our factory or the supply of replacement parts.

(12) Outside the Republic of Austria, the warranty provided by **sera** is limited to the supply of replacement parts. Replaced parts become our property.

(13) Claims for defects in components designated as wear parts in the wear parts catalogue on our website are excluded insofar as the defect is attributable to their normal wear in intended use or their limited service life. Claims relating to fraudulently concealed defects, guarantees assumed, and claims arising from intent or gross negligence remain unaffected.

16. Impossibility of Performance and Contract Adjustment

(1) Insofar as delivery is impossible, the Buyer is entitled to claim damages in accordance with the statutory provisions, provided that **sera** is responsible for the impossibility.

(2) In cases of ordinary negligence, liability for impossibility of delivery and for a breach of other essential contractual obligations (cardinal obligations) caused by ordinary negligence – including consequential loss caused by defects, business interruption and production downtime costs, loss of use, loss of profit and other financial losses – is limited to loss that was foreseeable at the time the contract was concluded and is typical of the contract. Essential contractual obligations are obligations whose fulfilment is necessary for the proper performance of the contract and on compliance with which the Buyer may regularly rely.

(3) The above limitations and exclusions of liability do not apply where liability is mandatory in cases of intent, gross negligence, loss of life, bodily injury or damage to health, where and to the extent that a guarantee has been assumed, or under the Product Liability Act. The Buyer‘s right to withdraw from the contract remains unaffected.

(4) In the event of temporary impossibility, Clause 12. (Time Limits for Deliveries and Services) applies.

(5) If unforeseeable events within the meaning of Clause 12.(4) significantly change the economic significance or content of the delivery or significantly affect the operations of **sera**, the contract shall be adjusted in accordance with the principles of good faith. Insofar as this is not economically reasonable, **sera** shall be entitled to withdraw from the contract. If **sera** intends to exercise this right of withdrawal, it must notify the Buyer immediately upon becoming aware of the implications of the event, even if an extension of the delivery period had initially been agreed with the Buyer.

17. Repair Terms and Conditions

(1) By means of a legally binding declaration (decontamination declaration), the Buyer undertakes to have equipment or parts intended for repair or maintenance professionally cleaned in order to exclude any risk to the contractor or **sera** arising from recontamination. The equipment must be sent to **sera** free of all flammable, toxic, corrosive, harmful, irritant or other substances hazardous to health. The decontamination declaration must be attached to the outside of the equipment shipment. If no decontamination declaration accompanies the shipment, **sera** is entitled to refuse acceptance of the shipment.

(2) Products and parts intended for repair must be sent to **sera** carriage paid to the factory, accompanied by a delivery note or packing slip. A dispatch notification stating the order number must be sent to us.

(3) If a cost estimate is prepared at the Buyer‘s request, the associated costs may be charged to the Buyer regardless of whether a subsequent repair order is placed. As time spent diagnosing faults constitutes working time, the documented expenditure incurred shall be charged to the Buyer if an order cannot be carried out because:

a) the reported fault could not be identified in accordance with recognized technical standards;

b) the order was withdrawn while work was in progress.

(4) The warranty period for all work performed (repairs), replacement parts and installed materials is 12 months. In all other respects, the warranty terms for deliveries and services set out in Clause 15 apply.

(5) The payment terms set out in Clause 13 apply. In addition, the following retention of title is agreed:
a) Insofar as replacement parts or similar items fitted during repairs do not become essential components, the contractor retains title to these installed parts until all its claims under the contract have been settled.
b) If the Buyer defaults on payment or fails to fulfil its obligations arising from retention of title, **sera** may demand that the Buyer surrender the item for the purpose of removing the fitted parts. All costs of recovery and removal shall be borne by the Buyer.
c) If the repair is carried out at the Buyer‘s premises, the Buyer must give **sera** the opportunity to remove the parts at those premises. Labor and travel costs shall be borne by the Buyer.

18. Spare Parts Supply and Obsolescence

(1) **sera** endeavors to provide spare parts or functionally suitable replacement solutions for the products supplied for a period of ten years from delivery of the respective product, insofar as this is technically possible, economically reasonable and feasible taking into account availability from upstream suppliers.
(2) After this period, uninterrupted spare parts supply cannot be assured, in particular due to technical developments, product discontinuations, supplier discontinuations, regulatory changes, requirements imposed by authorities, public-law restrictions or economic unreasonableness, among other reasons.
(3) Requests for spare parts, repairs, modernization or replacement solutions after expiry of the aforementioned period shall be subject, under the Service Agreement, to an internal technical and economic assessment on a case-by-case basis. This assessment is carried out without acknowledgement of any legal obligation. It does not give rise to any entitlement to the supply of specific spare parts, remanufacture, design modifications or provision of a replacement solution.
(4) Statutory warranty rights, expressly agreed guarantees and separately concluded maintenance, service or spare parts supply agreements remain unaffected.

19. Data Protection Clause

Please note our data protection information, which can be found at **www.sera-web.com** under the ‘Data Protection’ section.

20. Severability Clause

The contract or these General Terms and Conditions shall remain binding in their remaining parts even if individual provisions or conditions are legally invalid. Should any provision be wholly or partially invalid or contain omissions, the contracting parties shall endeavour without delay to remedy these or to achieve the economic objective intended by the invalid provision by other, legally permissible means.

21. Place of performance and jurisdiction, applicable law

(1) The place of performance for all obligations of the seller (**sera**) and the buyer, where the buyer is a trader, is the registered office of **sera Technology Austria GmbH**.
(2) The place of jurisdiction for all disputes arising from this contract, where the buyer is a trader, is the registered office of **sera Technology Austria GmbH**. However, the seller is also entitled to bring proceedings at the buyer’s registered office.
(3) The law of the Republic of Austria shall apply exclusively.
(4) The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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