

General terms and conditions of business

Master Builders Solutions GmbH, A-8670 Krieglach, Roseggerstraße 101

1. General

Orders will only be carried out on the basis of the following conditions. Deviating, supplementary and other regulations, in particular also general terms and conditions of business of the principal, as well as agreements are only valid if they are acknowledged by us by registered letter. As we conclude commercial transactions with special companies, consumer protection provisions do not apply and specialist knowledge on the part of the buyers is assumed. Non-merchants or non-specialists are obliged to give notification of this immediately; in this case, we reserve the right to conclude the business transaction.

2. Delivery

We will strive to carry out all deliveries/services promptly after the order has been placed. Binding delivery times, however, can only be agreed in individual cases. Even then, a delay in delivery after written reminder by registered letter only entitles the customer to withdraw from the contract, not to demand compensation. We are entitled to make partial deliveries or deliveries in advance.

3. Prices, freight

The prices are exclusive of VAT and subject to change, based on the current commodity prices ex works. Deliveries of the agreed delivery value or more will be made carriage prepaid to the building or building site, including container, excluding transport packaging. Urgent or express deliveries will be invoiced. An administrative supplement will be charged for deliveries below the agreed carriage paid limit. Deliveries will be made within the framework of our regular delivery service.

4. Payment

Our invoices are payable net within 30 days, unless otherwise agreed. If the agreed payment term is exceeded, the buyer undertakes to pay arrears interest in the amount of 12% p.a. and to reimburse any collection and dunning costs, including any pre-litigation costs. Our invoices are due immediately if circumstances occur that could make the collection of the receivable difficult or could obstruct it. The customer is not entitled to retain payments for whatever reason or to offset them within its receivables, including those from other transactions. In all cases, we are entitled to compensation

without restriction against any payment receivables of the customer.

5. Retention of title

The goods delivered remain our property until the full satisfaction of all financial obligations of the buyer. The buyer has to comply with the necessary formal requirements to uphold the retention of title. In the event of pledging or other utilisation, the buyer is obliged to claim the ownership right of the seller and to notify the latter immediately. In the event of the subject of delivery being processed and combined to form a new item, this becomes the co-property of the seller on a proportionate basis, in accordance with the value of the subject of delivery. The buyer hereby assigns receivables, with all ancillary rights, from any resale to the seller by way of collateral. If the latter does not make any use of the right, to which it is entitled at any time, to collect the receivables, the buyer is entitled and obligated to do so, and must pay the collected amount to the seller immediately. The buyer declares its consent that, in the event of payment arrears after a one-time written reminder without registered letter, we can take the goods back or seize them at its cost without further action on its part or without its consent.

6. Complaints

Goods that have been ordered and correctly delivered will not be taken back. Any complaints are to be filed in writing within 3 days after takeover; otherwise, all claims are excluded. Deviations from qualities, dimensions, volumes and colours that are customary in the trade do not constitute grounds for complaint.

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7. Warranty

As the processing of our products lies outside of our sphere of influence, we can only assume liability for the consistent quality of our goods. We reserve the right to make changes to quality as the result of technical progress. All information regarding consumption are average empirical values from which deviations are possible based on local circumstances and processing options. Our consultation – also on site – incl. disclosure and interpretation of measurement values is deemed to be a free-of-charge service for the customer which does not establish any liability on our part. The buyer continues to have sole individual responsibility. Our advisers have practical experience in their respective area of activity but are not academically qualified experts or chemists. Only written responses to enquires that are designated as binding result in any liability on our part.

The requirements for the handling and any acknowledgement of warranty claims is that the batch number on each container is notified to us, samples are provided, it is made possible for our agent to carry out a check and inspection on the premises and that also all and any other information necessary to assess the situation is made available to us.

In all cases, warranty claims are limited to the invoice price of the defective product delivered.

8. Product liability, compensation

Our products leave our plants after a thorough quality check. A liability according to product liability law is only possible if our products are used from original packaging. Our general obligation of compensation pursuant to the provisions of the Austrian Civil Code (ABGB) is limited to wilful or grossly negligent action; the compensation for consequential damage arising from non-performance or inadequate performance is excluded. Only the direct damage will be compensated.

Faults in our products that the buyer discovers during processing or which are notified to it by its customers are to be notified to us immediately and in precise terms.

As we reserve the right to make changes to our documents to update them, it is the buyer's responsibility to ensure that the respectively valid information is available. Current information can be requested at any time from any of our sites or viewed on our website www.master-builders-solutions.com/de-at Compliance with the latest secured state of the art and

observance of the prevailing rules of architecture is essential. As stated in point 1., specialist knowledge is required.

The buyer undertakes to forward all the necessary information to its buyers in the event that our products are transferred.

In all cases, product liability and compensation claims are limited to the invoice price of the defective product delivered.

9. Containers

The net cost will be charged in the case of all small containers, sacks, drum and shipping container deliveries as well as in the case of multi-component goods.

The goods delivered by us will be delivered in packaging that participates in the ARA system. Exceptions to this are goods that are delivered in containers and drums.

Our small containers are disposable containers and will not be taken back. It is the principal who is fundamentally liable for the disposal of empty containers and material residues. Pallet containers are loaned containers. Special agreements are possible for plastic drums. A loan fee of EUR 40.00 will be charged for Euro pallets that are not exchanged.

10. Place of jurisdiction, place of performance, applicable law

The company's place of delivery is deemed to be the place of performance. The local jurisdiction of the court that is materially competent for the company applies for all disputes. Austrian law is to be applied.

