

GENERAL CONDITIONS FOR SALE (EXPORT)

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These General Sales and Supply Conditions (the "Conditions") shall, unless otherwise explicitly agreed in writing, apply to all deliveries of products ("Products") made by Fibron Pipe GesmbH and any of its direct or indirect affiliates ("FIBRONPIPE") to a buyer ("Buyer").

These Conditions shall prevail over any terms and conditions of the Buyer, regardless of whether such terms are referenced in orders, confirmations or other documents, and regardless of whether such terms have been expressly rejected by FIBRONPIPE. Delivery of Products shall not be deemed acceptance of any conflicting terms of the Buyer.

These Conditions apply in the version in force at the time of the order confirmation.

In the event that FIBRONPIPE and the Buyer have entered into a separate written framework agreement, master agreement, distribution agreement, EPC agreement or other specific agreement, such agreement shall prevail over these Conditions to the extent of any inconsistency.

1. OFFER, ORDER AND ACCEPTANCE

1.1 Orders and requests from the Buyer shall not be binding on FIBRONPIPE unless and until confirmed in writing by FIBRONPIPE.

1.2 Unless otherwise agreed in writing, any order placed by the Buyer shall remain binding for thirty (30) calendar days from the date of receipt by FIBRONPIPE.

1.3 Any order confirmation issued by FIBRONPIPE that deviates from the Buyer's order shall be deemed a new offer. Unless the Buyer objects in writing within five (5) calendar days from receipt, such order confirmation shall be deemed accepted.

1.4 FIBRONPIPE shall not be responsible for errors, inaccuracies or omissions in drawings, specifications or other information provided by the Buyer.

2. DELIVERY

2.1 Scope of Delivery

FIBRONPIPE shall supply only the Products specified in the order confirmation. The Products shall be of customary quality with respect to materials and workmanship, unless otherwise expressly agreed.

2.2 Intellectual Property

All intellectual property rights, including drawings, technical specifications, drafts and related documentation, shall remain the exclusive property of FIBRONPIPE and shall not be copied, disclosed or transferred to any third party without prior written consent.

The Buyer shall not manufacture, reproduce or otherwise use the Products or related documentation for purposes other than those agreed, nor permit any third party to do so.

2.3 Delivery Terms

Unless otherwise expressly agreed in writing, all deliveries shall be made EXW (Incoterms® 2020) from the FIBRONPIPE location specified in the order confirmation.

FIBRONPIPE shall be entitled to deliver in instalments unless otherwise agreed.

2.4 Delivery Date

Delivery shall be made no later than the date specified in the order confirmation. If no delivery date has been agreed, the parties shall agree on a reasonable delivery date upon request by FIBRONPIPE.

3. PRICES

3.1 Unless otherwise agreed in writing, all prices are stated in EUR and are exclusive of VAT and any other applicable taxes, duties or charges.

3.2 Prices are based on the cost levels prevailing at the time of order confirmation. FIBRONPIPE reserves the right to adjust prices in the event of documented changes in costs, including but not limited to:

- raw materials;
- subcontractors;
- transportation or logistics;
- public duties, taxes or tariffs;
- foreign exchange rates;
- wages or other production costs.

FIBRONPIPE shall inform the Buyer of such adjustments without undue delay. The Buyer shall have five (5) working days from receipt of such notice to object in writing. If no objection is received within this period, the adjustment shall be deemed accepted.

3.3 If FIBRONPIPE's costs increase due to circumstances attributable to the Buyer, FIBRONPIPE shall be entitled to adjust the agreed price accordingly.

3.4 Any changes requested by the Buyer after order confirmation, including but not limited to changes in delivery method (e.g. express delivery), quantities or specifications, shall entitle FIBRONPIPE to adjust the price accordingly.

4. TERMS OF PAYMENT

4.1 Unless otherwise agreed in writing, payment terms shall be net thirty (30) calendar days from the date of invoice.

4.2 In case of late payment, FIBRONPIPE shall be entitled to charge interest from the due date at a rate of EURIBOR plus eight (8) percentage points per annum.

4.3 In the event of late payment, FIBRONPIPE shall be entitled, at its discretion, to suspend performance of any of its obligations under all existing orders until full payment has been received. FIBRONPIPE shall notify the Buyer of such suspension.

4.4 If the Buyer fails to remedy a payment default within ten (10) calendar days after written notice, such failure shall constitute a material breach, entitling FIBRONPIPE to terminate the affected order and, at its discretion, any other outstanding orders with the Buyer.

4.5 If the Buyer repeatedly fails to make timely payments, or if FIBRONPIPE has reasonable grounds to believe that the Buyer may not fulfil its payment obligations, FIBRONPIPE shall be entitled to require advance payment or adequate security for future deliveries.

4.6 The Buyer shall raise any objections to an invoice in writing within five (5) calendar days of receipt. Failing such objection, the invoice shall be deemed accepted.

5. RETENTION OF TITLE

5.1 All Products delivered shall remain the property of FIBRONPIPE until full and effective payment has been received. Retention of title shall not affect the transfer of risk in accordance with these Conditions.

5.2 The Buyer shall take all necessary measures to ensure that FIBRONPIPE's retention of title is valid and enforceable in the relevant jurisdiction, including, where applicable:

- proper storage and identification of the Products;
- separation from other goods;
- registration or notification requirements.

5.3 The Buyer shall not pledge, transfer or otherwise dispose of the Products in a manner that would impair FIBRONPIPE's retention of title.

6. DELIVERY TIME

6.1 If delivery is agreed for a specific date, delivery no later than such date shall be deemed on time.

6.2 If delivery is agreed for a specific week, delivery by the end of such week shall be deemed on time.

6.3 FIBRONPIPE shall be entitled to postpone delivery in the following cases:

- a) modifications to the confirmed order requested by the Buyer;
- b) delays caused by the Buyer or third parties engaged by the Buyer;
- c) force majeure (cf. clause 12);
- d) delays or restrictions imposed by public authorities;
- e) delays or deficiencies in deliveries from subcontractors, provided that such subcontractors have been selected with due care.

In cases (a), (b), (d) and (e), FIBRONPIPE reserves the right to adjust the agreed price to reflect the additional costs incurred, including a reasonable margin.

6.4 If FIBRONPIPE anticipates a delay, it shall inform the Buyer without undue delay, stating the reason and expected duration. FIBRONPIPE shall be entitled to set a reasonable additional period for delivery.

6.5 If delivery is not made within such additional period, and the Buyer demonstrates that the delay causes significant disadvantage, the Buyer may terminate the affected order, in whole or in part.

6.6 If the delay affects only part of the Products, termination shall be limited to the affected part.

6.7 If the Buyer fails to take delivery at the agreed time, the Buyer shall pay the portion of the purchase price due upon delivery as if delivery had taken place. FIBRONPIPE shall be entitled to store the Products at the Buyer's risk and expense, including insurance.

6.8 If the Buyer proves that the delay was caused by negligence on the part of FIBRONPIPE, the Buyer shall be entitled to compensation for documented losses. Such compensation shall be limited to 0.5% of the price of the delayed Products per full week of delay, up to a maximum of 5%. No further claims arising from delay shall be permitted.

7. ADDITIONAL SERVICES

7.1 If the confirmed order includes additional services such as installation, assembly, commissioning, training or other related services ("Additional Services"), these Conditions shall apply accordingly, with necessary adjustments.

7.2 FIBRONPIPE may specify additional terms applicable to such Additional Services, including service levels, scope and limitations. In case of conflict, these Conditions shall prevail unless otherwise expressly agreed in writing.

8. WARRANTY

8.1 Unless otherwise agreed or required by mandatory law, FIBRONPIPE warrants that the Products will, for a period of twelve (12) months from delivery, conform in all material respects to the agreed specifications and be free from material defects in workmanship, materials and design under proper use.

8.2 This warranty does not apply to:

- normal wear and tear;
- improper storage, installation, use or maintenance;
- overloading or use outside specified parameters;
- environmental conditions outside the intended design scope;
- transport damage not attributable to FIBRONPIPE.

8.3 The Buyer shall bear the burden of proving that a defect exists and that such defect is attributable to FIBRONPIPE. The Buyer shall also demonstrate that the Products have been handled, stored, installed and used in accordance with FIBRONPIPE's instructions and applicable standards.

8.4 The Buyer shall notify FIBRONPIPE in writing of any defect without undue delay after discovery, specifying the nature of the defect and, where possible, the Product identification.

8.5 Upon a valid claim, FIBRONPIPE shall, at its sole discretion:

- repair the defective Product;
- replace the defective Product; or
- refund the purchase price of the defective Product.

FIBRONPIPE shall not be liable for costs related to dismantling, excavation, transport, reinstallation or similar activities.

8.6 FIBRONPIPE's liability shall be conditional upon the Buyer providing immediate access to the defective Products for inspection and remedial action.

8.7 The Buyer shall inspect the Products upon delivery and notify any visible defects within three (3) working days. Failure to do so shall preclude the Buyer from relying on such defects.

8.8 The remedies set out in this clause 8 shall constitute the Buyer's sole and exclusive remedies for defects.

8.9 FIBRONPIPE shall not be liable for defects arising from the use of components not supplied or approved by FIBRONPIPE, unless the Buyer proves that such components did not cause the defect.

9. PRODUCT LIABILITY

9.1 FIBRONPIPE shall be liable for personal injury only to the extent that it is proven that such injury was caused by negligence on the part of FIBRONPIPE or persons for whom FIBRONPIPE is responsible.

9.2 FIBRONPIPE shall be liable for damage to property only to the extent that such damage is proven to have been caused by gross negligence on the part of FIBRONPIPE or persons for whom FIBRONPIPE is responsible. In any event, FIBRONPIPE's liability for property damage shall be limited to the value of the Products forming part of the delivery giving rise to the claim, and in any case shall not exceed EUR 100,000 (including interest and costs).

9.3 To the extent FIBRONPIPE is held liable towards third parties for product liability, the Buyer shall indemnify and hold FIBRONPIPE harmless to the extent such liability exceeds FIBRONPIPE's liability under these Conditions.

The Buyer shall ensure that any resale or further supply of the Products includes equivalent limitations of liability in favour of FIBRONPIPE. In the event of failure to do so, the Buyer shall indemnify FIBRONPIPE for any resulting claims, costs or liabilities.

The Buyer shall comply with all instructions, warnings and technical documentation provided by FIBRONPIPE and shall ensure that such information is passed on to any third party receiving the Products.

9.4 Each party shall promptly inform the other party of any claim brought by a third party in relation to product liability.

9.5 This clause shall apply to the extent permitted under applicable mandatory law.

10. LIMITATION OF LIABILITY

10.1 FIBRONPIPE shall not be liable for any indirect, incidental or consequential losses, including but not limited to:

- loss of profit;
- loss of production;
- loss of business;
- loss of use;
- contractual penalties or liquidated damages payable to third parties;
- or any other financial or economic loss.

10.2 FIBRONPIPE's total aggregate liability towards the Buyer, regardless of the legal basis of the claim, shall in no event exceed thirty percent (30%) of the invoice value of the Products giving rise to the claim.

10.3 The limitations of liability set out in this clause shall not apply in cases of:

- wilful misconduct;
- gross negligence (to the extent mandatory law requires otherwise);
- liability for death or personal injury;
- or any other liability that cannot be excluded or limited under applicable law.

10.4 Any claim by the Buyer shall be brought within twelve (12) months from the date on which the Buyer became aware, or should reasonably have become aware, of the circumstances giving rise to the claim.

11. POLICIES AND DATA PROTECTION

11.1 The Buyer agrees to comply with all reasonable policies of FIBRONPIPE that are relevant to the supply of Products, provided that such policies have been communicated to the Buyer in advance. Any such policies shall become applicable no earlier than thirty (30) calendar days after notification.

11.2 FIBRONPIPE shall be entitled to collect, process and use personal data relating to the Buyer's representatives (including name, contact details and business-related information) for the purposes of:

- performing and administering the contractual relationship;
- maintaining customer records and order history;
- providing technical, commercial or product-related information.

11.3 FIBRONPIPE shall process personal data in accordance with applicable data protection laws, including, where applicable, the General Data Protection Regulation (EU) 2016/679 (GDPR).

11.4 Personal data may be transferred to and processed by affiliated companies or service providers of FIBRONPIPE, including in countries outside the European Economic Area, provided that appropriate safeguards are in place.

11.5 Personal data shall be retained only for as long as necessary for the purposes stated above and in accordance with applicable legal requirements.

11.6 The Buyer's representatives shall have the right to request access to, rectification or deletion of their personal data, subject to applicable legal obligations.

Further information is available in FIBRONPIPE's privacy policy at: www.fibronpipe.com

12. FORCE MAJEURE

12.1 Either party shall be entitled to suspend performance of its obligations to the extent that such performance is prevented, hindered or unreasonably burdensome due to circumstances beyond its reasonable control, including but not limited to:

- war (declared or undeclared), armed conflict or terrorism;
- civil unrest, insurrection or governmental actions;
- embargoes, trade restrictions or sanctions;
- natural disasters, fire, flood or extreme weather events;
- pandemics or epidemics;
- breakdown of transportation, energy supply or communication systems;
- labour disputes or shortages;
- delays or failures of subcontractors caused by such circumstances.

12.2 A party invoking force majeure shall promptly notify the other party in writing, stating the nature and expected duration of the event.

12.3 The affected party shall use reasonable efforts to mitigate the effects of the force majeure event.

12.4 If performance is suspended for more than eight (8) consecutive weeks, either party shall be entitled to terminate the affected order by written notice.

12.5 Neither party shall be liable for any failure or delay in performance to the extent caused by force majeure.

13. SANCTIONS, EXPORT CONTROL AND COMPLIANCE

13.1 The Buyer shall comply with all applicable laws and regulations relating to economic sanctions, export controls, trade restrictions and embargoes, including but not limited to those imposed by the European Union, the United Nations, the United Kingdom and the United States.

13.2 The Buyer represents and warrants that:

- neither the Buyer nor, to the best of its knowledge, its owners, directors or affiliates are subject to any applicable sanctions;
- it will not directly or indirectly sell, export, re-export, transfer or otherwise make available any Products in violation of applicable sanctions or export control laws;
- it will not use the Products for any prohibited end-use or in connection with any restricted activities.

13.3 The Buyer shall ensure that the Products are not supplied, directly or indirectly:

- to any person or entity subject to sanctions;
- to any country or territory subject to comprehensive trade restrictions, where such supply would be unlawful;
- for any end-use that is prohibited under applicable export control laws.

13.4 The Buyer shall not engage in any activity that would circumvent, evade or otherwise frustrate the purpose or application of applicable sanctions or export control laws, including through the use of intermediaries, alternative routing, or misleading documentation.

13.5 The Buyer shall promptly inform FIBRONPIPE if:

- it becomes aware of any actual or potential breach of this clause;
- there are any material changes in its ownership, control or compliance status that may be relevant under applicable sanctions or export control laws.

13.6 FIBRONPIPE shall be entitled, at its sole discretion, to:

- suspend performance of any order;
- refuse delivery; or
- terminate any agreement with immediate effect,

if FIBRONPIPE reasonably determines that performance would violate, or expose it to a risk of violating, applicable sanctions or export control laws.

13.7 The Buyer shall indemnify and hold FIBRONPIPE harmless against any claims, losses, damages or costs arising out of or in connection with any breach of this clause by the Buyer.

14. EU NO RE-EXPORT TO RUSSIA

14.1 The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products supplied under or in connection with this Agreement, where such Products fall within the scope of Article 12g of Council Regulation (EU) No 833/2014, as amended from time to time.

14.2 The Buyer shall use reasonable efforts to ensure that the purpose of clause 14.1 is not frustrated by any third parties further down the commercial chain, including resellers, distributors or other intermediaries.

14.3 The Buyer shall establish and maintain appropriate and proportionate monitoring measures to detect and prevent any re-export or diversion of the Products in violation of this clause.

14.4 Any breach of this clause shall constitute a material breach of the Agreement and shall entitle FIBRONPIPE to:

- suspend performance;
- refuse delivery; and/or
- terminate the Agreement with immediate effect.

14.5 The Buyer shall promptly inform FIBRONPIPE of any actual or suspected breach of this clause or of any difficulties in complying with its obligations under this clause.

15. CHANGE IN LAW

15.1 If, after the conclusion of an Agreement, any applicable laws, regulations, sanctions regimes, export controls or other governmental measures change in a manner that materially affects the performance of the Agreement, FIBRONPIPE shall be entitled to:

- adjust prices, delivery terms or other relevant conditions to reflect such changes;
- suspend performance to the extent necessary to comply with applicable law; or
- terminate the Agreement, in whole or in part, if performance becomes unlawful or commercially unreasonable.

15.2 FIBRONPIPE shall inform the Buyer of such changes without undue delay and, where appropriate, discuss possible adjustments in good faith.

16. GOVERNING LAW AND JURISDICTION

16.1 These Conditions and any agreement concluded between FIBRONPIPE and the Buyer shall be governed by the laws of Austria, excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 The place of jurisdiction shall be the competent court at FIBRONPIPE's registered office in Austria.

16.3 Notwithstanding the above, FIBRONPIPE shall be entitled, at its discretion, to bring proceedings against the Buyer at the Buyer's place of business or any other competent jurisdiction.

Fibron Pipe GesmbH
St. Valentin/Austria
23.03.2026

FibronPipe