

General Terms and Conditions of Sale and Delivery

AST Eis- u. Solartechnik GmbH, A-6604 Höfen
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 (short: „AST“)

1. General information / Scope of application

- 1.1 These General Terms and Conditions of Sale and Delivery, as well as any additional terms and conditions of AST in their currently valid version, apply exclusively to all orders, offers, deliveries and other services provided by AST to third parties.
- 1.2 AST concludes contracts for services with its customers – even without reference in individual cases – exclusively based on these terms and conditions, unless otherwise agreed in writing. By concluding a contract based on these terms and conditions, the client/purchaser expressly acknowledges the validity of these terms and conditions for all future contracts.
- 1.3 Agreements or commitments that deviate from or supplement these General Terms and Conditions of Sale can only be agreed in writing and only for the respective individual case. This also applies to any waiver of the written form requirement. Verbal statements, particularly those made by representatives and other employees of AST, only become legally binding if they are confirmed in writing by the company or by an authorised representative. The client/purchaser acknowledges that persons attributable to AST are not authorised to make statements that deviate from these terms and conditions or other statements made by AST without written authorisation. These General Terms and Conditions of Sale shall in any case be deemed to be part of the contract; they do not require the signature of the client/purchaser.
- 1.4 The application of the client's/purchaser's general terms and conditions of business, of whatever kind, is excluded; this also applies if they do not contradict these terms and conditions or if they have not been expressly contradicted, unless they have been expressly recognised in writing by AST. Even if AST does what it's supposed to do or stays quiet, this doesn't mean it accepts the client's/buyer's general terms and conditions. These general terms and conditions of the client/buyer don't bind AST, even if AST doesn't object when confirming the order or if the client/buyer has made acceptance of these terms and conditions an explicit condition.

2. Cost estimates

- 2.1 Cost estimates are non-binding and are only provided in writing. Cost estimates are generally free of charge. However, if fees are agreed for cost estimates, these will be credited to the extent of the cost estimate when an order is placed.
- 2.2 The preparation of a cost estimate by AST does not oblige AST to accept the order to perform the services listed in the cost estimate.

3. Offers

- 3.1 Offers made by AST are always subject to change and are limited to 30 days in any case; they can therefore be amended or revoked by AST even after receipt of a statement from the client/purchaser.
- 3.2 Offers are only made in writing. Acceptance of an offer made by AST is only possible regarding the entire service offered.
- 3.3 All information in brochures, circulars, catalogues, advertisements, price lists, etc. or the content of other business documents is also non-binding and may be changed or revoked by AST.

4. Orders and conclusion of contract

- 4.1 Orders shall only be deemed accepted once they have been confirmed in writing by AST by means of a signed offer.
- 4.2 Offers from the client/purchaser shall only be accepted by AST by means of a written declaration of acceptance/order confirmation; the client/purchaser shall be bound by their offer for a period of 30 days.
- 4.3 Any errors or contradictions in the client's/purchaser's offer must be reported by the client/purchaser immediately upon receipt of the declaration of acceptance/order confirmation, but no later than 5 working days after receipt; otherwise, the content of the order confirmation shall be deemed to have been approved by the client/purchaser. In the case of short-term orders, any complaints must be made immediately.
- 4.4 Verbal or telephone agreements, changes and subsidiary agreements to

- accepted orders are only valid if they have been confirmed in writing by AST.
- 4.5 The client/purchaser shall provide AST with all information and documents necessary for the performance of the service in a timely and complete manner. They shall inform AST of all circumstances that are relevant to the performance of the contract, even if these only become known during the performance of the contract. The client/purchaser shall bear the costs incurred if work must be repeated or delayed by AST because of incorrect, incomplete or subsequently changed information provided by the client/purchaser. must be reported by the client/purchaser immediately upon receipt of the declaration of acceptance/order confirmation, but no later than 5 working days after receipt; otherwise, the content of the order confirmation shall be deemed to have been approved by the client/purchaser. In the case of short-term orders, any complaints must be made immediately.
- 4.6 Verbal or telephone agreements, changes and subsidiary agreements to accepted orders are only valid if they have been confirmed in writing by AST.
- 4.7 The client/purchaser shall provide AST with all information and documents necessary for the performance of the service in a timely and complete manner. They shall inform AST of all circumstances that are relevant to the performance of the contract, even if these only become known during the performance of the contract. The client/purchaser shall bear the costs incurred if work must be repeated or delayed by AST because of incorrect, incomplete or subsequently changed information provided by the client/purchaser.

5. Prices

- 5.1 Unless otherwise agreed, prices are ex works AST in euros plus value added tax, but excluding costs for transport, assembly or installation, freight, insurance, customs duties, fees or other ancillary costs. In the event of invoicing, statutory value added tax will be added to these prices.
- 5.2 Any deviating terms of payment require a separate written agreement. Bills of exchange and cheques are only accepted on account of payment, whereby all related expenses, taxes and other charges shall be borne by the client/purchaser.
- 5.3 If delivery with delivery has been agreed, this will be charged separately (delivery is generally insured by AST) but does not include unloading and carrying. The packaging must remain with the customer/purchaser, who must also ensure that the packaging is disposed of in accordance with the law at their own expense.
- 5.4 The agreed prices are subject to change in the sense that they may be modified without prior notice in the event of accepted order changes.
- 5.5 The agreed prices are flat rates that are value-secured in accordance with the 2020 consumer price index published by Statistics Austria (or a successor index replacing it). An index adjustment is made annually before the start of the project. The reference value is the calculated index figure (index price increase) for each 12-month period from September of the previous year to September of the current year. In multi-year contracts, estimates of this index figure are implemented and applied.
- 5.6 AST reserves the right to demand additional payment for actual deviations from this figure of more than 10%.
- 5.7 AST's current installation rates apply to contract work. Discounts of any kind granted in individual cases, including cash discounts, do not justify any claim to the same being granted in future.
- 5.8 If changes in production costs occur between the conclusion of the contract and the performance of the service, in particular wage cost increases due to laws, regulations,
- 5.9 collective agreements, or
- 5.10 material costs due to recommendations by the joint commission,

- due to changes in world market prices for raw materials or purchase prices, or
- 5.12 circumstances beyond AST's control and circumstances triggering additional services or costs, the applicable prices shall increase accordingly, except there are less than two months between the placing of the order and the performance of the service. Flat-rate price commitments shall only apply if expressly agreed in writing.
- 5.13 Technical changes or deviations from specifications of any kind shall be accepted by the client/purchaser at the generally customary price, if they do not conflict with the intended use of the client/purchaser. In the event of exchange rate changes or currency fluctuations, AST shall be entitled to adjust prices in such a way that the original value ratio between performance and consideration is maintained.
- 6. Cancellation fee**
If the client/purchaser withdraws from the contract without justification, they shall be obliged to pay a cancellation fee amounting to 30% of the gross purchase price, which shall be due within 14 days of invoicing, without prejudice to the obligation to fulfil the contract. In addition, AST shall be entitled to claim damages.
- 7. Handling fee**
If, after delivery, parts of an order are returned or cancelled by the customer even though they were ordered correctly, this results in considerable additional organisational work for AST. In this case, a handling fee of 20% of the cancelled or returned items, but at least EUR 200.00, will be charged. In addition, the customer shall bear the transport costs for the outward and return shipment and any service costs incurred. This fee shall not apply if the return shipment is due to a defect or a justified complaint.
- 8. Delivery, performance, transfer of risk, acceptance and delay**
- 8.1 The agreed delivery period is stated in quotations and order confirmations at our discretion but is not binding on AST and is understood to be ex works. A delivery date or delivery period is only binding if its binding nature was agreed in writing upon conclusion of the contract. The delivery period shall commence upon the legally effective conclusion of the respective contract, but not before all details concerning planning and execution have been fully clarified and not before an agreed down payment has been made. In the event of a subsequent amendment to the respective contract, AST shall be entitled to unilaterally reassess the delivery period and delivery date, even in the case of a binding written commitment.
- 8.2 Non-compliance does not entitle the client/purchaser to cancel the order or to assert claims for delay, non-delivery or late delivery. AST shall be entitled to extend the delivery period at its own discretion if the client/purchaser fails to provide AST with all information essential for production after AST has given the client/purchaser the opportunity to do so.
- 8.3 The delivery date or delivery period shall be deemed to have been met when the client/purchaser is notified by AST that the delivery item is ready for dispatch or, if no such notification is made, when the delivery item has been dispatched by AST.
- 8.4 If no exact delivery date has been agreed between AST and the client/purchaser in the order confirmation or later, a delivery period of 6 months shall be deemed to have been agreed. The goods shall therefore be delivered to the client/purchaser and invoiced no later than 6 months after order confirmation. If delivery is impossible or expressly not desired by the client/purchaser, the goods shall be stored and invoiced at the expense of the client/purchaser.
- 8.5 Unless specifically requested by the client/purchaser, shipment shall be carried out using the most economical shipping method available to AST, without guarantee. Shipments to AST shall be at the expense and risk of the client/purchaser.
- 8.6 Visible damage or shortages of delivered goods must be reported in writing by the client/purchaser to AST upon receipt, otherwise AST shall lose its legal rights; acceptance cannot therefore be refused. Transport damage must be reported by the client/purchaser to AST, the carrier and the respective forwarding agent immediately, at the latest within 2 (two) working days.
- 8.7 AST is entitled to carry out partial deliveries and to issue partial invoices for these.
- 8.8 AST is entitled to perform partial services and to issue partial invoices for them.
- 8.9 If a service is delayed due to circumstances for which AST is not responsible, the performance period shall be extended appropriately without separate declarations and without AST being liable for any legal consequences whatsoever; this shall apply even if AST is already in default with other obligations. In the event of unreasonable difficulties in the performance of the service, AST shall be entitled to withdraw from the contract, excluding any claims for damages.
- 8.10 In the event of culpable delay on the part of AST, the client/purchaser may, after expiry of a period of at least three (3) months set in writing with reference to the legal consequences, demand performance or declare withdrawal. Further claims by the client/purchaser, for damages, are excluded in such a case, to the extent permitted by law.
- 8.11 In any case, AST may – without triggering any consequences of default on its part – make its services dependent on the fulfilment of all other contractual obligations and on the timely payment of other due claims, in particular purchase price claims from services already rendered. If a credit check carried out after conclusion of the contract yields a negative result about the client/purchaser, AST may in any case make the service dependent on full advance payment or the provision of a suitable bank guarantee in the original upon first request, without this constituting a default on its part.
- 8.12 To the extent permitted by law, claims for damages due to default on the part of AST are excluded, however, in any case in the event of slight negligence.
- 8.13 If performance is impossible, all contractual obligations shall lapse. If the impossibility – but also a delay in delivery or performance – is due to non-performance or delayed performance by a supplier of AST, the client/purchaser shall not be entitled to any claims for damages against AST.
- 8.14 If the client/purchaser is in default of acceptance, AST shall be entitled, at its discretion, either to withdraw from the contract, to make a covering sale, to insist on performance or to store or keep the goods for a reasonable period. In the event of storage or safekeeping, AST shall be entitled to charge the client/purchaser separately for the additional expenses incurred. Clause 6 of these General Terms and Conditions shall apply mutatis mutandis.
- 8.15 In the event of compensation for damages, AST shall in any case only be liable for intent and gross negligence. In the event of slight negligence, AST shall only be liable for personal injury. AST shall not be liable for indirect damage, loss of profit, consequential and financial loss, loss of savings, loss of interest, damage resulting from third-party claims against the client/purchaser, or for the loss of data and programmes and their restoration.
- 8.16 In the event of gross negligence, liability is limited to a maximum of EUR 100,000.00 per claim.
- 8.17 In the event of non-compliance with any conditions for assembly, commissioning and use by the client/purchaser, any compensation for damages is excluded.
- 8.18 In the event of resale, the client/purchaser is also obliged to transfer this exclusion of liability and the resulting obligations to their client/purchaser and to inform them about the proper use of the goods.
- 8.19 In the event of a delay in dispatch from the AST factory or warehouse due to circumstances attributable to the client/purchaser, the risk shall pass to the client/purchaser on the day the goods are ready for dispatch. If delivery on call has been agreed, the goods shall be deemed to have been called off at the latest one year after provision. All deadlines dependent on performance by AST shall commence on the specified dates.
- 8.20 If the performance of a contract is impeded by events of force majeure,
- 8.21 such as war, mobilisation, operational disruptions, strikes and lockouts at AST or its subcontractors, shortages of raw materials or electrical energy, major operational disruptions, and all circumstances that significantly impede or render delivery

- impossible, etc. and if this cannot be remedied by AST or can only be remedied in an economically unreasonable manner, AST shall be entitled to cancel its delivery obligations in whole or in part, depending on the extent of the situation, without the client/purchaser being entitled to claim damages. AST shall be entitled to perform the services after the hindrance has ceased to exist or to withdraw from the contract about the part not yet fulfilled. In this case, the client/purchaser may request AST in writing to declare whether it wishes to withdraw from the contract or deliver within a reasonable period. If AST does not respond within 14 days of receiving the written request, the client/purchaser may withdraw from the contract, waiving any claims for damages.
- 8.22 Unless otherwise agreed, the services shall be deemed to have been agreed ex works (warehouse) of AST and at the expense and risk of the client/purchaser; this shall also apply to partial deliveries and carriage paid deliveries. In any case, the use and risk for (partial) services shall pass to the client/purchaser when the goods leave the warehouse of AST or the third party commissioned by it to perform the service; If collection of the goods from AST has been agreed, the risk shall pass to the client/purchaser as soon as the goods are made available at AST's warehouse on time, irrespective of the pricing agreed for the delivery (e.g. carriage paid, CIF, etc.). This shall also apply if the delivery is made as part of an installation or if the transport is carried out or organised and forwarded by AST.
- 8.23 If the client/purchaser does not accept the goods at the agreed location or within the agreed acceptance period, AST is entitled to withdraw from the contract and at the same time assert all claims for damages. AST is entitled to the same rights if, in the case of a sale on call, the goods are not called off in the manner and time specified.
- 8.24 The client/purchaser undertakes to provide the necessary machinery and auxiliary personnel for unloading free of charge.
- 8.25 If the client/purchaser does not fulfil all technical, commercial and other requirements incumbent upon them, or does not obtain the official approvals required for the delivery of goods in good time, or does not open a letter of credit to be created, or does not provide a bank guarantee to be provided, the delivery period shall be extended until all the necessary requirements have been met.
- 8.26 For services that do not constitute delivery or part thereof, the place of performance shall be where the service is rendered; the risk of complete performance or agreed partial performance shall pass to the customer/purchaser upon its provision.
- 8.27 Separately agreed quality tests, TÜV regulations, official approvals or trial operations do not affect the provisions regarding the place of performance and transfer of risk.
- 9. Payment, retention of title, due date**
- 9.1 Unless otherwise agreed in the contract/order/invoice, payments must be transferred to the account specified on the invoice within 10 days of invoicing, quoting the order number as the payment reference.
- 9.2 The date of payment shall be the date on which the payment is received in the AST account specified on the invoice.
- 9.3 If the client/purchaser is in default with agreed payments or other services, AST may:
- 9.4 postpone the fulfilment of its own obligations until the outstanding payments or other services have been made.
- 9.5 claim a reasonable extension of the delivery period.
- 9.6 demand immediate payment of the entire outstanding purchase price without expressly declaring it due (forfeiture of the payment deadline) and charge default interest from the due date at the respective 3-month Euribor plus a surcharge of 4 percentage points per month plus VAT, unless AST can prove that the costs incurred are higher: or
- 9.8 withdraw from the contract and claim damages in the event of non-performance despite the granting of a reasonable grace period.
- 9.9 charge pre-litigation costs, in particular reminder fees and solicitor's fees.
- 9.10 In the event of a significant deterioration in the financial circumstances of the client/purchaser or in the event of enforcement measures against their assets, the entire outstanding purchase price shall become due immediately without express notice of default (loss of date). In this case, AST shall also be entitled to withdraw from the contract after setting a reasonable grace period and to take back the goods delivered to the client/purchaser, demand delivery or withhold outstanding services, including other orders.
- 9.11 Once withdrawal from the contract has taken effect, the client/purchaser must immediately return the goods already delivered to AST at their own expense without further request, compensate AST for any loss in value and reimburse AST for all expenses incurred while executing the contract and its reversal.
- 9.12 In the event of default, the client/purchaser shall be obliged to reimburse AST for all reminder and collection costs incurred, including the costs of a solicitor or debt collection agency and court fees, insofar as these are necessary for the appropriate legal pursuit of the claim.
- 9.13 Unless mandatory statutory provisions dictate otherwise, the client/purchaser shall have no rights of retention or liens on services provided by AST.
- 9.14 The client/purchaser shall not be entitled to withhold or offset payments based on warranty claims or other counterclaims.
- 9.15 AST retains unrestricted ownership of all delivered goods until the invoice amounts plus interest and costs have been paid in full. Until this point in time, the client/purchaser is only entitled to use, resell, process or combine the goods with the written consent of AST, except in those cases where the goods are intended for use, resale, processing or combination. The client/purchaser undertakes to assign to AST, as security for its purchase price claims, its remuneration for the use or claim from the resale to AST for payment and to make a corresponding note in its books or on its invoices. Furthermore, the client/purchaser shall immediately take all necessary steps to ensure effective assignment (e.g. notification of its contractual partner); all costs and charges incurred in this connection shall be borne by the client/purchaser. In the event of seizure or other claims, the client/purchaser is obliged to point out AST's right of ownership and to notify AST immediately.
- 9.16 The client/purchaser shall take all necessary steps to establish and maintain AST's ownership and, upon request by AST, shall immediately provide AST with a list of all goods subject to retention of title still in its possession.
- 9.17 In the event of non-payment of a due claim, suspension of payments, enforcement against goods subject to retention of title or the opening of insolvency proceedings, the client/purchaser shall immediately return all goods subject to retention of title to AST; unless otherwise stated in writing, the return of such goods shall not be deemed a withdrawal from the contract. If the goods subject to retention of title are separated from AST, AST may store them at the expense and risk of the client/purchaser. The client/purchaser shall reimburse AST for all expenses incurred in connection with the assertion of ownership.
- 9.18 In the event of default in payment, the client/purchaser grants AST the right to take delivery of the delivery item from him while maintaining the contract, and to sell it on the open market at market prices or to utilise it in another way, offsetting the purchase price claim.
- 9.19 The client/purchaser expressly agrees that their data may be transferred to the state-privileged creditor protection associations exclusively for the purpose of creditor protection.
- 10. Warranty**
- 10.1 The warranty period is 24 months, unless different or special warranty periods have been agreed for individual goods and unless a longer limitation period is mandatory by law. In the event of a warranty claim, AST shall not be liable for any further claims for damages or other compensation of any kind whatsoever.
- 10.2 The warranty claim requires that the client/purchaser reports the defects or missing parts immediately, within
- 10.3 5 working days, in writing – with immediate cessation of any use – and has demonstrably complied with the specifications or instructions in all conditions for assembly, commissioning and/or conditions of use, operating instructions or similar instructions specified by AST. Otherwise, the goods shall be deemed to have been accepted without reservation and free of defects. This period applies to obvious defects from the start of the warranty period and to hidden defects from the discovery of the defects.
- 10.4 The presumption of defectiveness pursuant to Section 924 of the

- Austrian Civil Code (ABGB) is excluded.
- 10.5 Recourse by the client/purchaser against AST pursuant to Section 933b ABGB ('dealer recourse') is excluded.
- 10.6 The warranty period shall commence upon transfer of risk. If joint acceptance of the goods has been agreed, the warranty period shall commence upon acceptance of the goods. However, if joint acceptance does not take place within 5 days of transfer of risk at the latest, the warranty period shall commence upon delivery of the goods.
- 10.7 In the event of a defect covered by the warranty and a legally effective agreement, AST shall, at its own discretion, replace the defective goods or parts, repair them on site or have them sent to it for repair. AST shall have no further obligations under the warranty, to the extent permitted by law.
- 10.8 All costs incurred in connection with the repair (such as installation and removal, transport, travel and travel time) shall be borne by the client/purchaser. The necessary auxiliary personnel, lifting equipment, scaffolding and small materials, etc. shall be provided free of charge for warranty work at the client's/purchaser's premises. Any replaced parts shall become the property of AST.
- 10.9 The above provisions shall apply mutatis mutandis to any claims for defects arising from any other legal grounds.
- 10.10 Warranty claims shall lapse if the parts affected by the defect have been modified or repaired by a third party or by the client/purchaser themselves, or if the defect was caused by the client/purchaser or by third parties, or if these persons have tampered with or repaired the goods or the work.
- 10.11 Unless otherwise agreed and to the extent permitted by law, AST does not assume any warranty for modifications or conversions of old or non-operational goods or for the delivery of used goods.
- 10.12 If a service is provided by AST based on design specifications, drawings or models provided by the client/purchaser, AST's liability shall not extend to the correctness of the design, but only to the fact that the execution is carried out in accordance with the specifications of the client/purchaser.
- 10.13 If the complaint or notice of defects is justified and AST chooses to replace the defective goods or services, the client/purchaser shall have no further right to rescission or reduction, nor to any compensation for damages, for loss of profit. The client/purchaser shall not be entitled to any compensation for costs incurred directly or indirectly by the client/purchaser because of the acceptance, use or processing of the rejected or defective delivery or goods.
- 10.14 AST shall not be obliged to remedy the defect as long as the
- 10.15 client/purchaser fails to meet its payment obligations, including any additional payments.
- 10.16 AST's warranty shall also be excluded for materials or items provided to AST by the client/purchaser for processing or treatment.
- 11. Trade and business secrets**
- 11.1 The client/purchaser assures and guarantees that they will neither exploit nor disclose to other persons any trade or business secrets of any kind that have become known to them in any way through their work for AST. This obligation shall remain in force without time limitation even after termination of the contractual relationship.
- 11.2 The client/purchaser shall maintain confidentiality towards third parties regarding the content of the contract concluded with AST and the agreements made therein, unless he is obliged to disclose such information by law or unless it is objectively necessary to disclose such information to persons who are subject to professional secrecy.
- 11.3 The client/purchaser undertakes to impose the obligation of confidentiality on all employees, staff and all other persons who work with them or otherwise obtain knowledge of the confidential information. This also applies to all members of executive bodies as well as to all agents and independent sales agents, employees and contractors with whom the client/purchaser cooperates or to whom the confidential information is disclosed, as well as to companies legally or economically affiliated with the client/purchaser.
- 11.4 If the client/purchaser violates the confidentiality obligation, the client/purchaser shall be obliged to pay a contractual penalty of EUR 50,000.00 per violation. AST shall be entitled to assert further claims in court in addition to the contractual penalty.
- 12. Liability**
- 12.1 AST shall only be liable for damages outside the scope of the Product Liability Act if intent or gross negligence on its part can be proven, within the framework of the statutory provisions. Liability for slight negligence is excluded, as is compensation for consequential damages or financial losses, unrealised savings, loss of interest or damages arising from third-party claims against the client/purchaser.
- 12.2 In the event of gross negligence, liability is limited to a maximum of EUR 100,000.00 per claim.
- 12.3 AST is liable within the scope of the Product Liability Act for personal injury and property damage suffered by a consumer.
- 12.4 Within the scope of the Product Liability Act, AST and its suppliers and subcontractors are not liable for property damage suffered by an entrepreneur within the meaning of this Act. The client/purchaser is obliged to pass on this exclusion. Any recourse claims by the client/purchaser against AST based on the Product Liability Act is excluded.
- 12.5 AST shall not be liable in any way if all conditions for assembly, commissioning and/or use, operating instructions or similar instructions specified by AST are not complied with.
- 12.6 AST shall only be liable for damage caused by it to items belonging to the client/purchaser which it has taken over for processing while performing its services. All other claims of the client/purchaser, for compensation for any further damage, including consequential damage caused by defects, are excluded, unless AST can be accused of intent.
- 12.7 The limitations of liability shall be transferred in full to any customers or users, with the obligation to transfer them further.
- 13. Property rights**
- If goods are manufactured by AST based on design specifications, drawings, models or other specifications provided by the client/purchaser, the client/purchaser shall indemnify and hold AST harmless in the event of any infringement of copyrights or industrial property rights. Likewise, it is not AST's responsibility to clarify whether materials specified by the client/purchaser are suitable, either due to their nature or due to a specific further processing or use. In this case, the client/purchaser shall be solely liable; neither the offer nor the delivery shall give rise to any liability on the part of AST.
- 14. Tools**
- Unless otherwise agreed, tools remain the property of AST, even if the client/purchaser has contributed to the costs of manufacturing these tools.
- 15. Data processing**
- 15.1 During IT processing, all data relevant to the business relationship of the client/purchaser is stored in accordance with the Data Protection Act. AST is entitled to store, process and pass on this data to third parties. The specific way the data is processed is set out in AST's data protection declaration. The data protection provisions can be found in AST's data protection declaration at: <https://www.ast-icerink-solarabsorber.com/sonstiges/datenschutz.html>
- 15.2 The client/purchaser is obliged to notify AST of any changes to its legal form, ownership structure, company representation and address if the contractual legal transaction has not been fully fulfilled by both parties. If the change of address is not notified, declarations shall be deemed to have been received even if they were sent to the last known address.
- 16. Place of performance and jurisdiction**
- 16.1 The place of performance is the respective registered office of AST. Austrian substantive law shall apply to the contract and all contractual relationships, including the question of the valid conclusion of the contract and its preliminary and subsequent effects, to the exclusion of its conflict of law and referral rules and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 16.2 All disputes or claims arising out of or in connection with this

contract, including disputes concerning its validity, breach, termination or nullity, shall be finally settled by three arbitrators appointed in accordance with the Arbitration Rules (Vienna Rules) of the International Arbitration Institution of the Austrian Federal Economic Chamber (VIAC). The place of arbitration shall be Innsbruck. The language of the proceedings shall be German. The substantive law applicable to the arbitration agreement shall be Austrian law.

17. Final provisions

- 17.1 Should individually provisions of these terms and conditions or individual contracts be or become invalid for any reason whatsoever, or should there be a loophole in the provisions, all other provisions shall remain unaffected and valid. In this case, the invalid provision shall be replaced or the gap filled by a valid provision that comes as close as possible to the economic purpose of the invalid provision.
- 17.2 AST reserves the right to correct any errors, typing mistakes and calculation errors and to charge for them retrospectively. The client/purchaser shall also be liable if AST invoices its services to a third party at the client's request. Any transfer of the rights and obligations of the client/purchaser by the latter shall only be permitted with the consent of AST.
- 17.3 The legal remedy of rescinding the contract on the grounds of reduction by more than half is excluded.