

General Terms and Conditions for Services

1. Scope

- 1.1. These General Terms and Conditions for Services (“**Terms**”) shall apply exclusively to any and all present and future services provided by Single Use Support GmbH (“**SUS**”) to entrepreneurs (“**Customer**”).
- 1.2. These Terms are considered definitive and binding for any and all legal transactions of SUS. They apply for future orders regardless of further notice. The version applicable at the time of conclusion of the contract shall be binding.
- 1.3. Any deviation from these Terms shall be valid only if expressly accepted in writing by SUS.
- 1.4. Terms and conditions of the Customer are hereby expressly rejected.

2. SUS’ Offer and Conclusion of Contract

- 2.1. SUS’ offers regarding its services (“**Services**”) are subject to change and without any obligation, unless the offer is expressly designated as binding.
- 2.2. Particulars appearing in catalogues, folders etc. as well as any oral or written statements shall only be binding if SUS makes express reference to them in the confirmation of the order.
- 2.3. The contract shall be deemed concluded upon SUS’ written confirmation of an order or upon performance of the Services.

3. Prices, Payment Conditions and Cancellation

- 3.1. Prices are in Euro (EUR) and do not include value added tax (VAT), costs for packing or insurances, or any other state, federal or local taxes. Customers within the European Union (EU) shall indicate their VAT identification number.
- 3.2. Each order shall constitute a separate contract. Customer shall not offset any claims against SUS’ claims. Moreover, Customer shall not be entitled to withhold or offset payment on the grounds of any warranty claims or other counterclaims.
- 3.4. Customer shall pay the price after the completion of the Services by bank transfer in Euro. Any fees of the payment shall be borne by the Customer.
- 3.5. SUS is authorized to charge interest for late payment of at 10% (ten percent) above the current base rate of the National Bank of Austria (OeNB). Notwithstanding the foregoing, SUS may claim for compensation of any other damages as well.
- 3.6. The prices include all labor costs and expenses for rendering the Services. Travel costs and costs for substances used to clean or maintain the machine, aids, wearing parts, spare parts, exchange parts are not included in the prices. Such costs shall be charged at the applicable rates in force from time to time.

4. Substitution

- 4.1. SUS is entitled to provide the Services by third parties.
- 4.2. Customer shall pay the price only to SUS directly. No contractual relationship of any kind shall exist between Customer and the third party.

5. Provision of Services

- 5.1. SUS shall provide the Services by performing the annual preventive maintenance (“**APM**”) once for the respective machine and at the respective Customer’s site according to the order. SUS and the Customer shall mutually agree on the date for the provision of the Services.
- 5.2. SUS shall during the APM (i) overhaul the machines and repair damages caused by natural wear and tear and (ii) refit the machines according to the applicable work plans for the respective machine to preserve the principal functions of the machines.
- 5.3. Customer shall comply with reasonable instructions of SUS, including, requests to provide assistance reasonably necessary to demonstrate and allow SUS to diagnose a problem and otherwise to provide the Services. Customer will ensure that its staff have sufficient skills and expertise, and have good understanding of the machine under the Service.
- 5.4. SUS’ Services rendered are premised on corresponding and timely assistance by the Customer’s staff if requested by SUS.
- 5.5. For the avoidance of doubt, any spare parts, etc. required for the APM are not included in the price and charged at the applicable rates in force from time to time.
- 5.6. SUS shall not incur any liability to Customer on account of or resulting from any delay or failure to provide the Services if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond SUS’ reasonable control.

Such events, occurrences, or causes will include, acts of God, strikes, lockouts, riots, acts of war, terrorism, civil unrest, earthquakes, pandemics, epidemics, fire and explosions, energy shortage and raw materials scarcity, and any default on performance by supplier.

6. Warranty

- 6.1. Services shall be provided in a professional and workmanlike manner, using reasonable care and skill according to the industry standards and using commercially reasonable efforts. In no case SUS shall be responsible for the success of the respective Services, such as, without limitation, if an error of the machine under repair cannot be found or repaired, or if not all errors are solved.
- 6.2. This is a limited warranty, and it is the only warranty made by SUS or its suppliers. To the maximum extent permitted by law, SUS disclaims any and all express and implied warranties, conditions or terms including warranties of satisfactory quality, fitness for a particular purpose and non-infringement of third parties' rights.
- 6.3. The limitations of warranty according to this Section 6 shall also apply mutatis mutandis if Customer claims are directed at or based on compensation or damages instead of warranty (*Schadenersatz statt Gewährleistung*).

7. Liability

- 7.1. Customer acknowledges and agrees that no representation and warranty is given by SUS that all issues will be fixed, or fixed within a specific period.
- 7.2. Notwithstanding the foregoing, SUS shall not be liable for any damages of Customer's property, including, without limitation, machines or goods, unless SUS has caused the damage intentionally.
- 7.3. The remedies set forth herein shall be Customer's sole and exclusive remedies for any breach by SUS under these Terms.

8. Industrial Property Rights and Copyrights

8.1. Design documents such as plans and drawings and other technical specifications as well as samples, catalogues, prospectuses, pictures and the like shall remain the intellectual property of the SUS and are subject to the relevant statutory provisions governing reproduction, imitation, etc.

9. Written Form Requirement

9.1. All declarations, statements and representations between the parties shall be made in writing in order to be legally effective. The same shall apply to any amendment of this written form requirement.

10. Severability Clause

10.1. Should any of the provisions of the contract or of these Terms be invalid or become invalid, the validity of the other provisions shall not be affected. The invalid provision shall be replaced by a valid one, which comes as close to the target goal as possible.

11. Jurisdiction and Applicable Law

11.1. Any disputes arising under or in connection with these Terms including disputes regarding the existence or non-existence of a contract shall fall within the exclusive jurisdiction of the competent court for commercial matters in Vienna/Austria.

11.2. These Terms are subject to Austrian law excluding its referral rules. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

11.3. If necessary, the SUS and Customer may prefer an arbitration court. However, both parties have to agree on that expressly in writing.

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