

GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC) of Ascendum Baumaschinen Österreich GmbH (ABÖ)

I. GENERAL INFORMATION:

1. Scope: The ABÖ General Terms and Conditions apply exclusively to all purchase contracts, service and repair orders, spare part deliveries, etc. Differing terms and conditions of the customer do not bind ABÖ even if such differing terms and conditions have not been expressly contradicted. These GTC shall apply regardless of the form in which they are applied for subsequent orders and follow-up orders.

2. Formal requirements: Declarations and agreements before, during and after the creation of the purchase contract, service or repair order, replacement delivery order or any other agreement must be in writing to be valid. Oral agreements are in any case legally invalid. If ABÖ's declaration of acceptance deviates from the customer's order, the deviation is considered approved if the customer does not object within 8 days. If the customer objects, ABÖ then has the choice to provide the service in accordance with the declaration of acceptance or to refuse execution.

3. Purchased item: The information about the nature of the purchased item contained in technical descriptions and print and online advertising of any kind is non-binding. Only the information provided in the respective purchase contract regarding the properties of the purchased item applies. The ABÖ also reserves the right to make any changes, in particular to the construction and shape of the purchased item, by the manufacturer.

4. Place of jurisdiction and place of performance: For all disputes arising from and in connection with these General Terms and Conditions or the contracts within the scope of the General Terms and Conditions, including the question of their respective valid formation and their prior and subsequent effects, the jurisdiction of the relevant court in the state capital of Salzburg is agreed. In the event that there is no enforcement contract or agreement between Austria and the customer's country of domicile, all disputes arising from and in connection with the General Terms and Conditions or the contracts within the scope of the General Terms and Conditions, including the question of their validity and their prior and subsequent effects, shall be exclusively decided by the arbitration tribunal of the Austrian Economic Chamber. The arbitration rules in the currently valid version apply. The place of arbitration is Salzburg. The language of arbitration is German. Both ABÖ and the customer waive the right to challenge the arbitration decision or otherwise oppose its legal validity and enforcement because such waiver is effective under mandatory law. The place of performance is in any case the registered office of ABÖ, regardless of whether the freight costs are borne by ABÖ.

5. Choice of law: Austrian law applies exclusively to disputes arising from and in connection with the General Terms and Conditions or the contracts within the scope of validity of the General Terms and Conditions, including the question of their respective valid formation and their prior and subsequent effects. The validity of the UN Convention on Contracts for the International Sale of Goods is expressly waived.

II. PRICE, PURCHASE PRICE, WAGE:

1. Price: Unless otherwise agreed, prices are net prices, with export duty paid ex warehouse of ABÖ without packaging, loading or insurance, including labor costs.

2. Price changes: If a change in the manufacturer's prices or another increase in production costs occurs between the submission of the offer and delivery, ABÖ is entitled to charge these additional costs to the customer. In any case, ABÖ is entitled to withdraw from the contract if the customer is not prepared to pay the correspondingly higher price.

3. Cost estimates: Cost estimates are non-binding estimates. The actual material and labor costs will be invoiced.

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4. Right of retention: Until full payment of the due and non-due claims, ABÖ has a right of retention to the customer's movable property in accordance with Sections 369 - 372 UGB.
5. Loan interest: The ABÖ is entitled to increase the loan interest rate for credit transactions by the percentage points by which the ABÖ banks also increase the interest rate for ongoing credit transactions since the time the purchase or delivery contract was concluded. If the banks make different increases, an average value is used.

III. PAYMENT:

1. Payment method: The price must be paid in cash or by bank transfer to one of ABÖ's accounts. Payment orders, checks and bills of exchange are only accepted based on an express written agreement and only as payment. All collection and discount charges as well as discount interest shall be borne by the customer and are due promptly.
2. Offsetting of payments: Customer payments shall be first offset against work and spare parts deliveries, then against costs and interest and finally against deliveries of machines and accessories. Within these groups, the payment is credited to the oldest debt. Any conflicting payment commitments from the customer are non-binding for ABÖ.
3. Compensation: The customer is not entitled to offset any counterclaims against ABÖ's claims including additional costs (in particular interest).
4. Immediate maturity: In the event of non-payment or non-payment in full of even a single instalment on the agreed due date a) the debt shall immediately reach maturity (i.e. the entire remaining debt shall be due immediately) b) ABÖ shall be entitled to withdraw from the purchase contract after setting a grace period of at least 3 days and to demand the return of the purchased item as well as the reimbursement of all expenses after the declaration of withdrawal has been made.
5. Late payment interest and charges: In the event of default in payment, the customer shall – irrespective of fault – be obliged: a) to pay default interest on the outstanding amount due in the amount of business interest in accordance with Section 456 sentences 1 and 2 UGB (i.e. currently 9.2 percentage points above the base interest rate of the ONB), but at least 12% p.a.; b) to reimburse ABÖ for all reminder and collection charges; c) to transmit payment data, in particular on undisputed and unjustified outstanding claims as well as address data to CRIF GmbH (FN 200570g), Rothschildplatz 3/Top 3.06.B, 1020 Vienna, Austria, for lawful use within the scope of its business license pursuant to Sections 151-153 of the Austrian Trade Regulation Act.

IV. RETENTION OF TITLE:

1. Retention of title: The purchased item remains the property of ABÖ until the purchase price including additional costs has been paid in full. As long as the retention of title exists, any disposal of the purchased item, in particular its sale, pledging, transfer of ownership as security or rental, is not permitted without the written consent of ABÖ.
2. Notification and insurance obligation: While the retention of title remains in effect, the customer is obliged: a) to notify ABÖ immediately and verifiably if the purchased item is seized or confiscated by a third party; b) to reimburse ABÖ for all costs that it incurs in this case when asserting the retention of title; c) to adequately insure the purchased item against fire and theft and to transfer this insurance in favor of ABÖ, otherwise ABÖ is entitled to take out the insurance at the customer's expense.
3. If the customer defaults on their stipulated payments (during retention of title), ABÖ can recover the purchased item at any time at the customer's expense, even if it does not declare withdrawal from the contract.

V. DELIVERY:

1. Delivery time: The agreed delivery time – with the exception of accessories – is calculated from the time the order is accepted by ABÖ.

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2. Exceeding of delivery time: If the agreed delivery time is exceeded by 6 weeks, the customer is entitled to withdraw from the contract while granting a grace period of at least 14 days.
3. Compensation: Under no circumstances is the customer entitled to claim damages from ABÖ due to non-fulfillment of the contract, especially in the event of late delivery. In particular, any compensation for damages due to the customer's loss of earnings due to idle times is excluded.
4. Change of order/purchased item: If changes to the scope or type of the order are agreed after the order has been placed, ABÖ is not bound to the delivery period specified in the original order even if the order is accepted.
5. Fulfillment of delivery obligation: The delivery period is met in any case and regardless of the agreed place of performance if the customer is notified – also verbally – of the readiness for delivery from Salzburg or an ABÖ branch within the agreed delivery period.
6. Shipment: Any shipment of the work item requested by the customer from the Salzburg headquarters or a branch of ABÖ shall take place at the expense and risk of the customer, regardless of the agreed place of performance.

VI. TAKEOVER:

1. Obligations upon takeover: When the ABÖ takes over the purchased item/work item, the customer is obliged:
a) to take over the purchased item/work item personally or through an authorized representative; b) to check the purchased item/work item for its conformity with the purchase contract and for any defects; c) to confirm acceptance of the purchased item/work item, stating any missing parts or any defects; d) to make the agreed purchase price (partial) payment.
2. Commissioning: The customer is only entitled to put the purchased item/work item into operation after submitting a confirmation of acceptance in accordance with VI/1c of the General Terms and Conditions and after making the agreed purchase price (partial) payment in accordance with VI/1d of the General Terms and Conditions, otherwise all warranty claims are forfeited.
3. Refusal of takeover: If the customer refuses to takeover the purchased item/work item, ABÖ is entitled to demand fulfillment of the contract and to assert the right to satisfaction in accordance with Sections 371 ff UGB or to withdraw from the purchase contract while granting a grace period of at least 3 days.
4. Cancellation fee: In the event of withdrawal from the purchase contract, ABÖ is entitled, without prejudice to the right to compensation for greater damage, to demand a cancellation fee from the customer of 15% of the total purchase price plus statutory sales tax. For the return of properly ordered and delivered spare parts, whereby a return is only permitted for originally packaged and undamaged spare parts, ABÖ shall charge a restocking fee of 10% of the total purchase price plus statutory sales tax (VAT).

VII. WARRANTY

A) MACHINE DATA:

The customer is aware that machines are sometimes equipped with one or more systems that can collect and store information about the condition, performance of the machine and operating data of the machine (hereinafter referred to as "telematics systems"). The customer undertakes not to impair the operation of the telematics systems in any way. The customer agrees that the manufacturer and ABÖ as an authorized dealer may, in the course of repairs and maintenance and in order to maintain any warranty and goodwill claims in connection with the telematics systems, **a)** access the information systems at any time; **b)** collect machine data; **c)** store machine data on the manufacturer's systems; **d)** use the machine data to provide services to customers and for their own internal and other appropriate business purposes; and **e)** share the machine data within the manufacturer's organization and with selected third parties. **f)** For telematics systems, the contractual and legal conditions for telematics

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systems available at www.ascendum.at/agb entitled "CareTrack - Conditions and legal appendices for Caretrack telematics systems and Volvo Co-Pilot systems" apply, which form an integral part of the GTC. A revocation of the authorization to transmit machine data online within the framework of the telematics systems can only be made by the customer in written form to the email address telematics.services@ascendum.at. If the customer withdraws, the respective machine data shall no longer be available to the customer.

B) WARRANTY FOR BRAND NEW MACHINES:

1. Scope of the warranty: ABÖ provides a warranty for the purchased item to the extent specified in the contract or in accordance with point VII/B/2.

2. Warranty conditions: ABÖ will assume warranty that brand new machines delivered are free of material and legal defects. The warranty period is 12 months from delivery of the item or – for construction machinery – 2000 operating hours, depending on which of the aforementioned temporal events occurs first. The customer shall be obliged to comply with the terms and conditions of the suppliers and to have the regular maintenance intervals, in particular the first servicing (50, 100, 250 or 500-hour servicing, depending on the machine type) and all 1000-hour servicing, carried out by ABÖ at its own expense, otherwise all warranty claims shall be forfeited. Maintenance and care, consumables and normal wear and tear are excluded from the warranty. Initially, the customer can only request that the item be improved or replaced, unless the improvement or replacement is impossible or would involve disproportionate effort for ABÖ compared to the other remedy. Whether this is the case also depends on the value of the defect-free item, the severity of the defect and the inconvenience associated with the other remedy for the ABÖ. The customer must allow ABÖ the opportunity to make improvements at least twice, taking into account the nature of the item and the purpose it pursues. The right to demand compensation or reimbursement of futile expenses due to material defects and defects of title is hereby excluded; however, this shall not apply to damages to life, limb and health of persons; furthermore, this shall not apply to other damages based on a grossly negligent or intentional breach of duty on the part of ABÖ or its vicarious agents. This exclusion of liability applies to all possible breaches of duty by ABÖ, i.e. not only to the warranty, but also to impossibility, delay and violation of additional contractual obligations.

C) WARRANTY FOR USED EQUIPMENT

1. The customer assures that the machine taken in payment by us in accordance with point VIII GTC is in the customer's sole, unrestricted ownership and is not encumbered with third-party rights.

2. No warranty is given for used equipment, used machines and used spare parts.

D) WARRANTY FOR CONSUMER BUSINESS

1.) The statutory provisions apply to warranty claims by consumers, unless permissible individual agreements deviate from them.

E) WARRANTY FOR SERVICE WORK

1. ABÖ warranties for repairs carried out by its service personnel, provided they are not wear parts, for a period of 6 months from handover or a maximum of 1000 hours of use from handover to the customer.

2. In case of installation completely new or factory-refurbished components (engine, gearbox, axles, etc.) are warranted for a period of 1 year or 2000 hours of use from handover to the customer if the customer has the prescribed maintenance work carried out by ABÖ.

3. In the event that a full repair (temporary or not a complete repair) is not carried out due to an express customer request and this customer request is expressly noted in the order form, any warranty is excluded.

VIII. USED MACHINE AS DEPOSIT:

1. If agreed with ABÖ in individual cases, the customer is entitled to trade in a used machine when purchasing a new machine. In such cases, ABÖ shall inspect the used machine. The determined actual condition shall be

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documented by ABÖ in a report combined with photographs (“inspection report”). On the basis of the inspection report, ABÖ shall evaluate the used machine at the time of the inspection and prepare the “used machine evaluation,” taking into account the expected wear and tear due to the expected use of the used machine up to the time of the actual handover of the used machine to ABÖ. The handover of the used machine to ABÖ takes place – unless expressly agreed otherwise in writing – concurrently with the handover of the new machine to the customer. The inspection report and the used machine evaluation are integral parts of the purchase contract for the new machine.

2. The customer is obliged to treat the used machine given in payment with care for the period of continued use. If damage to the machine occurs during the period of continued use of the machine given in payment, the customer must inform ABÖ of this without a separate request. These damages are then subject to a reassessment of the used machine given in payment by the ABÖ within the meaning of point VIII/1 of the General Terms and Conditions.

3. Should damage occur to the used machine given in payment after handover to ABÖ which already existed at the time of handover but was not obvious and was therefore not reflected in the used machine evaluation in accordance with Section VIII/1 GTC, the statutory warranty provisions shall apply without prejudice to Section VII/B/1 GTC, with the proviso that no improvement shall be made and only the warranty remedies of price reduction and/or cancellation of the contract shall apply, unless the defect is minor.

4. The customer is obliged not to make any further arrangements regarding the used machine being traded in. In particular, the customer undertakes not to trade in or sell the used machine to any other party. If the customer breaches the contract with ABÖ, ABÖ is entitled to withdraw from the contract with immediate effect and to invoice or claim any damage incurred – in the case of gross negligence also lost profits – vis-a-vis the customer.

IX. FACTORY RECONDITIONED COMPONENTS:

1. The customer undertakes to send the defective component complete, assembled, cleaned and oil-free (in accordance with the applicable environmental regulations) to ABÖ within four weeks of placing the order.

2. With delivery of the factory-refurbished component to the customer, ownership of the defective component passes to ABÖ.

3. ABÖ is entitled, in addition to the price for the delivery of the factory-refurbished component, to charge the customer an amount equal to the deposit for the return of the defective component. The deposit is due for payment immediately upon receipt of the invoice.

4. If the customer does not send the defective component to ABÖ in accordance with IX/1, ABÖ shall be entitled to retain the deposit.

5. After receipt of the defective component and full payment of the price of the factory-refurbished component, ABÖ undertakes to immediately transfer the deposit back to the customer, unless there are further outstanding, due claims against the customer. ABÖ is entitled to offset the deposit against outstanding claims against the customer.

X. PERFORMANCE OF SERVICE AND REPAIR ORDERS:

1. Service and repair work shall be carried out by ABÖ based on cost estimates in accordance with point II and/or according to the billing rates applicable at the time the order is placed.

2. For services provided outside of the ABÖ workshops, the journey to the place of work will be invoiced from the nearest ABÖ branch.

3. The customer undertakes to provide an assistant to carry out the repair work or, if this is not absolutely necessary for the repair, one of the customer’s employees must be present during the repair. The customer undertakes to

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provide a workplace appropriate to the scope of the repair as well as the necessary aids and machines (lifting tools, welding machine, etc.). The aids and machines provided must comply with the legal requirements for occupational safety.

4. The proper disposal of old parts and problematic substances such as oils, grease and filters resulting from repairs shall be carried out by ABÖ if proper disposal is not possible at the customer's premises and shall be charged separately.

5. Brand-new products intended for the European market are CE-certified by the manufacturer when they are first delivered (placed on the market) by ABÖ and therefore have a valid operating license. Damage to or manipulation of relevant safety devices or exhaust aftertreatment systems shall void the operating license. If defects are discovered during service and repair work that result in the CE certification no longer being required, the customer shall be informed of this. However, ABÖ assumes no liability whatsoever for the detection of hidden or obvious defects. ABÖ assumes no liability risk in the event of defects in connection with the operating license and must be held harmless in any case. This applies especially if there is no order from the customer to restore CE conformity.

As of January 1, 2024

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