
SUNSQUARE GENERAL TERMS AND CONDITIONS

1. General

- 1.1. The following General Terms and Conditions shall apply to all contracts concluded between SunSquare Shading Solutions GmbH (hereinafter referred to as SUNSQUARE) and the customer/client (irrespective of whether they are natural persons or legal entities and whether they are private end consumers or business customers) for the delivery and, where applicable, installation of the goods and other services, unless otherwise expressly agreed in writing.
 - 1.1.1. They shall also apply to all future business relations and contracts between SUNSQUARE and the customer/client, even if they are not expressly agreed again.
- 1.2. Deviating terms and conditions of the customer which SUNSQUARE does not expressly recognize in writing are not binding for SUNSQUARE, even if they are not expressly contradicted.
- 1.3. All agreements made between SUNSQUARE and the customer/client in connection with the conclusion of the contract are set out in writing in these terms and conditions and in the order confirmation. There are no other agreements.
- 1.4. Deviations from these General Terms and Conditions, supplementary agreements and/or collateral agreements must always be made in writing or be expressly confirmed in writing by SUNSQUARE in order to be valid.

2. Offer/Conclusion of contract

- 2.1. Our offers are non-binding.
- 2.2. Promises, assurances and guarantees on our part or agreements deviating from these GTC in connection with the conclusion of the contract shall only become binding upon our written confirmation.
- 2.3. Cost estimates and quotations are provided without guarantee and are free of charge; planning can be charged according to actual expenditure; the costs incurred for this will be announced in advance.

3. Delivery

- 3.1. Delivery dates or deadlines that are not expressly agreed as binding in writing in the order confirmation are exclusively non-binding information. Therefore, all delivery dates are stated separately in each order confirmation.
- 3.2. Such delivery dates or periods shall not commence until the agreed account has been paid in full. In the event that a delivery date is agreed, the performance period shall be extended by the period of delayed payment. In any case, SUNSQUARE is only obliged to perform the service after the customer/client has created all structural, technical and legal prerequisites.
- 3.3. Punctual compliance with the delivery deadline presupposes that all documents, approvals and necessary clarifications to be provided by the customer are received on time and that all contractual obligations of the customer/client are fulfilled. If these conditions are not fulfilled

- on time, the deadline shall be extended accordingly. This shall not affect SUNSQUARE's right to demand compensation from the customer for the costs incurred as a result of this delay.
- 3.4. If SUNSQUARE is unable to fulfill a contract on time because the ordered goods are not immediately available from the supplier, the customer shall be informed immediately and the performance period shall be extended by this period.
- 3.5. In the case of work dependent on weather conditions, the agreed performance periods shall be extended to the extent that the weather conditions delay the performance of the work.
- 3.6. The costs associated with the delivery and installation shall be communicated to the customer in advance in the offer and, if applicable, also confirmed with an order confirmation.
- 3.7. In the event of a delay in performance by SUNSQUARE, the customer is obliged to grant SUNSQUARE a grace period of at least 30 days prior to any withdrawal. The customer is not entitled to a price reduction. No compensation will be paid for any necessary vacation days taken by the customer.
- 3.7.1. Any cost claims, including those of third parties, due to delays in the progress of construction or construction schedule cannot be transferred to SUNSQUARE.
- 3.8. If the customer does not collect the goods as agreed or is in default (refusal of acceptance, default with advance performance or otherwise) and if the customer has not remedied the circumstances attributable to it despite a reasonable grace period, SUNSQUARE shall be entitled either to store the goods at SUNSQUARE - in which case we shall charge a storage fee of 0.1% of the gross invoice amount per calendar day commenced - or to store the goods with an authorized service provider at the customer's expense and risk.
- 3.8.1. SUNSQUARE shall at the same time be entitled either to insist on performance of the contract or, after setting a reasonable grace period of at least two weeks, to withdraw from the contract and to utilize parts of the goods elsewhere. In the event of such other utilization, we reserve the right to assert claims for damages against the defaulting customer.
- 3.8.2. Those parts that are not suitable for further use (customer-specific custom-made products) shall be invoiced to the customer.
- 3.9. Unforeseen events such as force majeure, strikes, operational disruptions, sovereign measures, traffic disruptions, fire, disruptions in the supply of energy or raw materials and other obstacles for which we are not responsible shall release us from the obligation to deliver for the duration of their effect or, in the event of impossibility, in their entirety and shall extend the delivery period appropriately. Furthermore, the delivery periods shall be extended by the duration of the delay of the upstream supplier if we are supplied late with purchased goods despite an immediate order.
- 3.10. In the event of an agreed change to the order, SUNSQUARE shall be entitled to redefine the delivery date.
- 3.11. SUNSQUARE shall not be liable for delays in delivery through no fault of its own. In such a case, the buyer/client waives the right to withdraw from the purchase and to assert claims for damages.
- 3.12. Performance deadlines and dates shall be postponed due to:

- 3.12.1. short-term postponements due to organizational or weather-related reasons
- 3.12.2. if, unexpectedly, work that has been started cannot be completed on the same day, there is no entitlement to continuous work on the next day.

4. Execution of services

- 4.1. SUNSQUARE shall only be obliged to take into account subsequent requests for changes and extensions by the customer if they are necessary for technical reasons in order to achieve the purpose of the contract. SUNSQUARE shall be reimbursed for any additional expenses incurred.
- 4.2. Minor changes to our performance that are reasonable and objectively justified for the customer shall be deemed to have been approved in advance.
- 4.3. If the order is amended or supplemented for any reason whatsoever after it has been placed, the delivery/performance period shall be extended and the price shall be adjusted accordingly.
- 4.4. Objectively justified (e.g. plant size, construction progress, etc.) partial deliveries and services are permissible and can be invoiced separately.
- 4.5. If a suitable climbing aid that goes beyond standard commercial ladders and small scaffolding, such as a ladder, crane or system scaffolding, is required for the provision of services, this must be provided by the customer or the additional costs must be borne by the customer. This shall also apply again in the event of any rectification of defects and service work.
- 4.6. If, in the course of assembly, unexpected circumstances that were not apparent before the start of assembly make proper assembly possible only by incurring additional costs, e.g. mounting plates or special brackets, the customer/client shall reimburse these additional costs.
- 4.7. The services to be provided by us do not include any master builder, sealing or electrical work or any other work that is not attributable to our trade. These are to be carried out in advance by the customer. This applies in particular to electrical control systems, which must be connected by a qualified electrician. Inspection work on existing control systems is also not included in our order.
 - 4.7.1. Installation areas that lie in the ground must be cleared on site before installation begins and made accessible to such an extent that the necessary tools can be used.
- 4.8. The customer/client is obliged to take all necessary measures for risk protection in order to minimize possible damage caused by lightning strikes. The local lightning protection technician must assess whether the system must be connected to existing lightning protection equipment. SUNSQUARE is not liable for damage caused by an inadequate or incorrectly installed lightning protection system.
 - 4.8.1. This exclusion of liability shall apply to the extent permitted by law and shall remain in force even after termination of the contractual relationship.

5. Default of acceptance

- 5.1. In the event that agreed performance deadlines cannot be met due to a delay in acceptance or other circumstances for which the customer is responsible (whether through fault or not), SUNSQUARE shall have the option, subject to the assertion of further claims and the setting of a grace period of 14 days, to withdraw from the contract or to demand performance of the contract.
- 5.2. In the event of withdrawal from the contract, SUNSQUARE shall be entitled to claim separately for costs already incurred for production, storage, transport and organisation.
- 5.3. In the event of a claim for breach of contract, SUNSQUARE shall be entitled to claim frustrated costs, in particular the costs of additional storage and organization.

6. Goods provided by the customer

- 6.1. Devices, components and other objects or materials provided by the customer are not covered by the warranty.
- 6.2. The quality and operational readiness of goods provided are the responsibility of the customer/client.

7. Copyright

- 7.1. Plans, sketches, cost estimates and other documents provided by SUNSQUARE or created by our contribution shall remain our intellectual property.
- 7.2. The use of such documents outside the intended use, in particular the passing on, duplication, publication and making available, including copying in extracts only, is prohibited.
- 7.3. Publication or other use is not permitted without our express consent. If no contract is concluded, the customer shall be obliged, at our request, to return all documents received in connection with the initiation of business in full and to delete all corresponding files in full.
- 7.4. Furthermore, the customer undertakes to maintain confidentiality vis-à-vis third parties with regard to the knowledge obtained from the business relationship.
- 7.5. If SUNSQUARE has provided the customer with items in connection with the initiation, conclusion and performance of the contract that were not owed in connection with the performance of the service (e.g. paint, auxiliary equipment required for assembly such as scaffolding, ladders, tools, lighting fixtures, etc.), these items must be returned to SUNSQUARE within 14 days.
- 7.6. If the customer does not comply with a corresponding request in due time, we may demand lump-sum compensation from the customer in the amount of 100 % of the value of the items handed over without proof of the actual damage. In the case of an entrepreneur, the obligation to pay compensation is independent of fault.

8. Obligations of the customer to cooperate

- 8.1. Our obligation to perform the service shall commence at the earliest as soon as the customer has fulfilled all structural, technical and legal requirements described in the contract or in other information provided, or those which the customer should have known on the basis of his specialist knowledge or experience.

- 8.2. Prior to the commencement of performance, the customer shall, without being requested to do so, provide all necessary information on the location of concealed electricity, gas and water pipes (e.g. for the installation of screw foundations, attachment of wall brackets, ...) and similar facilities, escape routes, structural obstacles, boundary lines, possible sources of interference and danger, as well as the necessary structural data and any planned modifications. The customer may contact SUNSQUARE if it has any questions about specific requirements. SUNSQUARE accepts no liability for damage caused by incorrect or missing information.
- 8.3. If the customer does not fulfill its obligations to cooperate, our performance shall not be defective - solely with regard to the performance impaired as a result of incorrect or incomplete information provided by the customer. No liability shall be assumed for any resulting damages. Any additional costs incurred shall be invoiced on a time and material basis.
- 8.4. The customer/client must ensure that access to the place of work is guaranteed without restriction at the agreed time. In the event of lack of access, the additional costs incurred as a result, including working and travel times, shall be invoiced.
- 8.5. The customer is responsible for ensuring that there is sufficient space to carry out the work properly. No liability is assumed for damage to objects located in the work area.
- 8.6. The customer shall obtain all necessary permits from third parties and all necessary notifications and permits from authorities at his own expense and shall be responsible for their proper processing. In the event of failure to do so, the customer shall indemnify and hold us harmless.
- 8.7. The quantities of energy required for the provision of services, including trial operation, shall be provided by the customer at the customer's expense.
- 8.8. The customer shall be liable for ensuring that the necessary structural, technical and legal requirements for the work to be performed or the object of purchase are met, as described in the contract or in other information provided or which the customer should have known on the basis of its specialist knowledge or experience.
- 8.9. The customer is not entitled to assign claims and rights arising from the contractual relationship without our written consent.

9. Prices / Terms of payment

- 9.1. Unless otherwise stated, all prices are in EUR and are not to be understood as a lump sum.
- 9.2. The agreed prices result from the offer, the order or the order confirmations. The prices quoted to consumers include statutory VAT. All prices for sales partners are exclusive of VAT.
- 9.3. All additional orders shall be invoiced separately by SUNSQUARE in the form of services provided by the customer or as an additional order. This applies to all services that are not included in the original order.
- 9.4. Any planning services shall be subject to a charge and the costs incurred shall be announced in advance.

- 9.4.1. If a SunSquare system is commissioned, the costs charged for the planning services will be credited:
- 100% if the order is placed within 6 months of the planning service being provided
 - 50% if the order is placed within 12 months of the planning service being provided
 - 0% if the order is not placed after 12 months from the planning service provided
- 9.5. SUNSQUARE delivers for private and commercial use. Delivery shall be made after payment of a deposit of 50% within 14 days of order confirmation. In the event that the agreed advance payment is not made on time, SUNSQUARE shall have the option of withdrawing from the contract after setting a grace period of 14 days or requesting performance of the contract and asserting the partial payment in court. The same applies in the event that several partial payments have been agreed. In addition, SUNSQUARE is entitled to assert these damages in the form of claims for compensation. This also includes loss of profit.
- 9.6. The customer shall pay the agreed amount within 14 days of completion, but at the latest within 14 days of invoicing.
- 9.7. If the customer is in default of payment in respect of other existing contractual relationships with SUNSQUARE, we shall be entitled to suspend the performance of our obligations under this contract until the customer has settled the outstanding claims.
- 9.8. In accordance with § 456 of the Austrian Commercial Code (UGB), we are entitled to charge entrepreneurs who are in default of payment 9.2% points above the base interest rate. We charge consumers an interest rate of 4%.
- 9.9. In the event of default in payment, SUNSQUARE shall be entitled to charge back any discounts, rebates or other reductions granted to the customer.
- 9.10. The fee for continuing obligations is agreed on a value-adjusted basis in accordance with the CPI 2020, whereby the fees are adjusted. The basis for this adjustment is the month in which the contract was concluded.

10. Warranty

- 10.1. The statutory warranty provisions shall apply.
- 10.2. Warranty rights of the consumer:
- 10.2.1. If it is a consumer transaction within the meaning of § 1 KSchG, the statutory provisions shall apply.
- 10.3. Warranty rights and errors in business-related transactions:
- 10.3.1. If it is a business-related transaction for the customer within the meaning of §§ 343 ff UGB, the following provisions shall apply as agreed
- 10.3.2. The warranty period for new goods is 12 months. SUNSQUARE shall have the right to choose pursuant to Section 932 (2) ABGB whether to grant the entrepreneur improvement or replacement of the defective item.
- 10.3.3. The entrepreneur (SUNSQUARE sales partner) cannot rely on the presumption of defectiveness according to § 924 ABGB. Rather, it must prove the defectiveness at the time of handover. In the case of other forfeiture, recognizable defects must be reported at the latest upon handover; in the case of other forfeiture, non-recognizable defects

must be reported immediately upon recognition. The applicability of the right of recourse according to § 933b ABGB is expressly excluded. Furthermore, the entrepreneur (SUNSQUARE sales partner) may not invoke rights of rescission and adjustment due to error pursuant to §§ 871 ff ABGB.

- 10.4. The warranty period begins with the handover or acceptance of our services.
- 10.5. Unless otherwise agreed (e.g. formal acceptance), the time of handover shall be the time of completion. This shall apply at the latest when the customer has taken possession of the service or refuses to accept it without giving reasons. This also includes the non-appearance of the customer on the agreed handover date.
- 10.6. If the services provided by SUNSQUARE are defective in any way whatsoever, the customer must complain in writing about any recognizable defects or transport damage immediately after acceptance, otherwise any warranty claims shall be excluded.
 - 10.6.1. The entrepreneurial customer must prove that the defect already existed at the time of handover.
- 10.7. The rectification of a defect reported by the customer does not constitute an acknowledgement of this defect.
- 10.8. The customer shall grant SUNSQUARE at least three attempts to remedy the defect.
- 10.9. If it turns out that the customer's claims of defects are unfounded, the customer is obliged to reimburse SUNSQUARE for the resulting expenses.
- 10.10. In order to rectify defects, the customer must make the system or equipment accessible without culpable delay and grant SUNSQUARE the opportunity to inspect it by SUNSQUARE or experts commissioned by SUNSQUARE.
- 10.11. Hidden defects in the delivery item must be reported to us in writing no later than 14 days after discovery.
- 10.12. Any use of the defective object of performance which threatens further damage or makes it difficult or impossible to determine the cause must be discontinued by the customer immediately, unless this is unreasonable.
- 10.13. We may avert a request for conversion by improvement or reasonable price reduction, unless the defect is significant and irreparable.
- 10.14. If the objects of performance are manufactured on the basis of information, drawings, plans, models or other specifications of the customer, SUNSQUARE warrants that they are executed in accordance with the conditions.
- 10.15. The fact that the work is not fully suitable for the agreed use shall not constitute a defect if this is based solely on actual circumstances deviating from the information available to us at the time of performance because the customer fails to comply with its obligations to cooperate.
- 10.16. The customer is obliged to enable SUNSQUARE to determine the defect without delay.
- 10.17. The warranty is excluded if the customer's technical equipment, such as supply lines, cabling, etc., is not in a technically perfect and operational condition or is not compatible with the delivered items, insofar as this circumstance is the cause of the defect.

- 10.18. SUNSQUARE has the right to choose the warranty remedy in the event that the customer asserts a warranty claim. The customer must therefore enable SUNSQUARE to remedy the defect even in the event of a serious defect.
- 10.19. In the course of the handover or completion of the execution of the order, SUNSQUARE shall provide the customer with instructions for use. The customer shall operate and maintain the system in accordance with the operating and maintenance instructions. In the event of non-compliance or improper operation of the system, SUNSQUARE shall not be liable under any circumstances.
- 10.20. The following alleged defects or damage are expressly not accepted as defects:
- 10.20.1. color deviations and minor surface damage to textile materials, as well as wrinkling, insofar as they are minor and objectively justified. In particular if these are described in the brochure "Grenzen der Web- und Konfektionstechnik" of the Bundesverband Kunststoff- und Schwergewebekonfektion o.V.. In the case of sails, the fabric panels may show slight color deviations.
 - 10.20.2. Differences in colour nuances and slight irregularities in the surface of anodized and coated materials.
 - 10.20.3. Elastic seals (called silicone joints in common parlance) that are no longer functional due to their limited service life. (these must be replaced approx. every 2 years).
 - 10.20.4. Wind damage to textile sun protection caused by careless operation, in particular also if a wind monitor is installed and this either does not function properly or the damage occurred during the automatic retraction period.
 - 10.20.5. Watertightness of awnings.
 - 10.20.6. Damage to the awning (fabric) caused by contact with other objects through no fault of SUNSQUARE (e.g. branches, gutters, etc.).

11. Reservation of title

- 11.1. The goods delivered, installed or otherwise handed over by SUNSQUARE shall remain our property until payment has been made in full.
- 11.2. If the customer/client fails to make payment despite a payment reminder or warning, SUNSQUARE may demand the return of the goods subject to retention of title that are still its property without setting a prior deadline. The customer/client shall bear the dismantling and transportation costs incurred. The proceeds of the realization shall be set off against SUNSQUARE's liabilities, whereby reasonable realization costs incurred by SUNSQUARE shall also be set off.
- 11.3. A resale of the goods prior to full payment is only permitted if SUNSQUARE is notified of this in good time, including the name and address of the buyer, and we agree to the sale.
- 11.4. The customer is obliged to inform SUNSQUARE immediately about the opening of bankruptcy proceedings against its assets or about the seizure of our reserved goods.
- 11.5. The customer expressly agrees that SUNSQUARE may enter the location of the goods subject to retention of title in order to enforce its retention of title.

- 11.6. The customer shall bear the necessary and reasonable costs incurred for appropriate legal action.
- 11.7. SUNSQUARE reserves the right to assert claims for damages arising from the assertion of a reservation of title and to deduct these from any advance payment made by the customer.
 - 11.7.1. SUNSQUARE has the option of demanding performance of the contract or asserting its retention of title.
 - 11.7.2. Should the retention of title fail for any reason whatsoever (e.g. refusal by the customer, opening of insolvency proceedings, etc.), SUNSQUARE shall continue to be entitled to assert its retention of title.

12. Disclaimer

- 12.1. SUNSQUARE shall not be liable for any substrate or components provided by the customer. If further inspections are required for the purpose of assessing whether the substrate provided by the customer is suitable for the order, the customer shall bear the related costs. In any event, the customer warrants that preliminary work on which SUNSQUARE's services are based has been carried out in accordance with the rules of architecture. SUNSQUARE has informed the customer about both the appearance and the technical requirements of the product before placing the order. SUNSQUARE shall therefore not be liable for visual complaints by the customer which cannot be implemented in any other way due to the technical design.
- 12.2. Our liability towards business customers is limited to the maximum amount covered by any liability insurance taken out by us.
- 12.3. This limitation of liability shall also apply to damage to items that we have accepted for processing.
- 12.4. Claims for damages by business customers must be asserted in court within one year, otherwise they shall lapse.
- 12.5. The exclusion of liability also extends to claims against our employees, representatives and vicarious agents for damage caused to the customer by them without any contractual connection.
- 12.6. Our liability is excluded for damage caused by improper handling or storage, overloading, non-compliance with operating and installation instructions, faulty assembly, commissioning, maintenance or servicing by the customer or third parties not authorized by us, as well as natural wear and tear, insofar as these circumstances are the cause of the damage. The exclusion of liability shall also apply to the omission of necessary maintenance.
- 12.7. SUNSQUARE shall not be liable for systems that are installed by sales partners contrary to the recommendations or in excess of the maximum parameters specified by SUNSQUARE.
- 12.8. If the customer can claim insurance benefits for damages for which we are liable from its own insurance or insurance taken out in its favor (e.g. liability insurance, comprehensive insurance, transport, fire, business interruption and others), the customer undertakes to claim these benefits.

- 12.9. Our liability in this respect shall be limited to the disadvantages incurred by the customer through the utilization of this insurance (e.g. higher insurance premiums).
- 12.10. The product characteristics owed are based on the approval regulations, operating instructions, data sheets, brochures and other product-related instructions and information provided by us, third party manufacturers or importers, which the customer can expect, taking into account his knowledge and experience. The customer acting as a reseller must take out adequate insurance for product liability claims and indemnify and hold us harmless with regard to any recourse claims.
- 12.11. Exclusion of liability for lightning damage (see 4.8).

13. Transfer of risk

- 13.1. The risk shall pass to the customer as soon as we make the object of purchase, the material or the work available for collection from the factory or warehouse, deliver it ourselves or hand it over to a transportation service provider.

14. Applicable law / Jurisdiction

- 14.1. The contractual relationship shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 14.2. The competent court at the registered office of SUNSQUARE shall have jurisdiction over all disputes arising from the contractual relationship.
- 14.3. The place of performance shall be the registered office of SUNSQUARE.

15. Severability clause

Should individual parts of these GTC be invalid, this shall not affect the validity of the remaining parts. We, as well as the customer, hereby jointly undertake - based on the horizon of honest contracting parties - to agree on a replacement provision that comes closest to the economic result of the invalid provision.

16. Information

On its website www.sunsquare.com SUNSQUARE provides information about the identity of the company and its address. The essential characteristics of the goods or services offered by SUNSQUARE are described on this website. Details of the price are given in the offer. The customer receives information about payment and delivery at the latest at the time of transmission of a written or otherwise legible order confirmation.

SunSquare Shading Solutions GmbH

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Acknowledged:

Name:..... Signature:..... Date:.....