GENERAL TERMS AND CONDITIONS OF iDM ENERGIESYSTEME GMBH

1. General information

1.1. iDM Energiesysteme GmbH, company register no. (FN) 44919h, Seblas 16-18, 9971 Matrei in Osttirol (hereinafter referred to as: „iDM") provides its services to its Customers (hereinafter referred to as: „Customer") exclusively on the basis of these General Terms and Conditions (hereinafter referred to as: „GTC"). The GTC apply regardless of whether the Customer acts as a consumer within the meaning of sec. 1 of the Austrian Consumer Protection Act (KSchG) or as an entrepreneur. Where necessary, special provisions for Customers who are entrepreneurs are set out below.

1.2. Unless further differentiation is made below, these GTC refer to all services provided by iDM, such as in particular purchase contracts, contracts for work and contracts of works, labour and material as well as consulting services.

1.3. Deviating agreements or additions, agreements or assurances made by telephone or verbally are only binding if they are confirmed in writing by iDM. The Customer's general terms and conditions shall not become part of the contract unless they are expressly confirmed in writing by iDM.

1.4. Any invalidity or nullity of individual provisions of these GTC shall not affect the validity of the remaining provisions. In relation to Customers who are entrepreneurs, the void or invalid contractual provision shall be interpreted in the context of the contractual basis in such a way that it comes as close as possible to the economically intended objective.

2. Orders, conclusion of contract and changes to services

2.1. Orders placed by the Customer by telephone are accepted by iDM with a written confirmation. In the case of such orders, the Customer is already informed by telephone that iDM is contracting exclusively on the basis of these GTC. Orders placed by contractual partners shall become binding upon receipt of the order confirmation or delivery note from iDM.

2.2. In the event of obvious errors in the order confirmation or delivery note, the Customer is obliged to inform iDM immediately, at the latest within one week.

2.3. Complaints about the order confirmation or the delivery note must be made in writing to iDM immediately, at the latest within one week, otherwise any claims due to possible errors shall be forfeited.

2.4. Customers who are entrepreneurs may only issue an order authorisation in the online shop operated by iDM to those persons who are legally and actually authorised to conclude such transactions. The Customer undertakes to take its own internal precautions to prevent orders being placed by persons who are not authorised to represent the company.

3. Prices, payment and default

3.1. The remuneration is to be understood as a net amount plus the applicable taxes and duties at the time of invoicing, such as VAT in particular.

3.2. Services provided by iDM which are not covered by the original order and cost estimate and which are subsequently agreed at the Customer's request shall be subject to a charge.

3.3. The agreed remuneration shall only be deemed to be a fixed price if iDM agrees to a fixed price in writing. Otherwise, the remuneration shown in iDM's current price lists on the date of the first order confirmation sent by iDM shall be deemed to have been agreed. Promised prices or price reductions are only binding if the Customer accepts the entire promised service.

3.4. The entire remuneration is due for payment immediately upon receipt of the invoice, unless a separate payment term has been agreed with the Customer. iDM shall only grant the Customer a discount to the extent that all previous invoices have already been paid in full by this time.

3.5. The Customer must make a down payment on the agreed remuneration before commencement of the service or delivery, unless otherwise agreed with the Customer. The amount of the down payment shall be agreed individually with the Customer. The down payment must be paid within 14 days of conclusion of the contract.

3.6. If the Customer is in default of payment, iDM shall charge interest on arrears at a rate of 5% p.a. Notwithstanding the above, iDM shall charge Customers who are entrepreneurs interest on arrears at a rate of 9.2% p.a. above the base interest rate. In addition to the interest on arrears, the Customer undertakes to pay reasonable dunning charges, but at least a lump sum of EUR 50.00, as well as the necessary costs of appropriate collection and recovery measures, insofar as these are in reasonable proportion to the claim being pursued.

3.7. In the event of default of payment for which the Customer is responsible, the entire outstanding remuneration shall become due immediately — irrespective of individual agreements. If the Customer is in default of payment, iDM shall also be entitled to withhold the agreed service until full payment has been made or suitable collateral has been provided.

3.8. iDM is also authorised to offset advance payments made by the Customer against other claims of the Customer if the Customer is in arrears with these. However, the Customer may only offset any counterclaims of any kind whatsoever against iDM's claims if the claim has been legally established or recognised by iDM in writing. iDM is not obliged to accept payments in the form of bills of exchange or cheques.

3.9. If the Customer is an entrepreneur, he shall only be entitled to a right of retention for related claims based on the same contractual relationship.

3.10. Withdrawal from the contract due to default with a grace period of 14 days, the assertion of damages due to non-fulfilment or the reservation of title remain unaffected. In the event of withdrawal, iDM shall invoice the services rendered up to that point and refund any down payments to the extent that these exceed the expenses incurred.

3.11. In the event of an incorrect order, iDM may take back a defect-free product from Customers who are entrepreneurs as a gesture of goodwill. A written confirmation from iDM is required for this. The Customer has no legal claim to this. iDM is entitled to retain 20% of the net price of the product taken back as a handling fee. The Customer shall bear the costs and risk of transport.

4. Delivery, service and shipping costs

4.1. If the customer is an entrepreneur, the risk and danger of transport or delivery is transferred to the customer when the product is handed over to the carrier. In any case, the delivery is made for the account of the Customer.

4.2. iDM is authorised to make advance and partial deliveries and to invoice these separately. In this respect, the conditions set out in point 3 of these GTC shall be deemed agreed.

4.3. The delivery periods shall apply subject to correct and timely delivery by iDM's suppliers. If iDM is prevented from fulfilling its obligations due to the occurrence of unforeseeable circumstances for which it is not responsible (such as interruption of operation, sovereign measures and interventions, energy supply difficulties, failure of a supplier that is difficult to replace, strike, obstruction of transport routes, delays in customs clearance, outbreak of an epidemic, staff shortages at suppliers or other force majeure), the delivery and performance periods and deadlines shall be extended by a reasonable period. It is irrelevant whether these circumstances occur at iDM or at one of its suppliers or subcontractors.

4.4. Delivery periods shall commence upon receipt of the order confirmation or delivery note, unless other delivery periods have been agreed. The product shall be deemed to have been delivered if it is not called off immediately by the delivery date after notification of readiness for dispatch and the delayed delivery time is caused by the Customer. iDM is entitled to store the product at the Customer's expense in the event of creditor default.

4.5. Delivery shall be made to the place of dispatch specified by the Customer. Unless otherwise agreed, the Customer's address shall be deemed the delivery address. With regard to the delivery, the Customer must ensure that the access road is passable for heavy goods vehicles. If, due to local conditions or other circumstances, delivery is only possible under difficult conditions or the Customer requests a delivery location that differs from his address, iDM is entitled to charge any additional expenditure (e.g. mileage) to the Customer.

4.6. When accepting the product or service, the Customer must ensure that the products are accepted quickly and without foreseeable complications. In particular, the Customer is obliged to provide personnel to unload heavy or unwieldy products. If the Customer does not fulfil these requirements, iDM is entitled to deposit the delivered product at the specified address at the Customer's risk.

4.7. If the Customer is an entrepreneur, he is obliged to store, keep and install the products in accordance with the applicable regional, national, European and international regulations and quality standards. The Customer must also complete all product-specific training and further education or make them available to its contractual partners in order to ensure safe storage, transport, installation, commissioning and servicing of the products. If the Customer offers iDM's products in a country where German is not the official language, the customer must translate the documents provided by iDM with the product (e.g. operating instructions, assembly instructions, ...) into the language recognised and understandable in this region. Furthermore, the Customer must collaborate on any translations of these documents carried out by iDM and notify iDM of any ambiguities or translation errors.

4.8. The shipping costs for delivery by rail, post or other carriers or by a haulier shall be borne by the Customer, unless otherwise agreed. The same applies to drop shipments in which the Customer was supplied directly by iDM's suppliers. Shipping costs charged to iDM by its suppliers shall only be borne by iDM in individual cases and by special agreement with the Customer. This applies in particular to the delivery of goods not kept in stock or express delivery requested by the customer.

4.9. If „free place of destination" or „free receiving station" has been agreed for the delivery, the Customer is also obliged to pay the ancillary freight costs (e.g. „cartage"). The same applies if the Customer is a „self-collector" and iDM nevertheless delivers via the haulier for freight and/or packaging reasons (consolidated shipment).

5. Retention of title

5.1. All deliveries shall remain the property of iDM until payment in full and any ancillary services have been settled, irrespective of whether the payment made by the Customer has been allocated to specific claims. In the case of current invoices, the retention of title shall serve as security for the outstanding balance. iDM is entitled to retain products it has taken over to secure outstanding claims.

5.2. The Customer is authorised to transfer the title reserved by iDM to third parties only to the extent that the Customer is not in default of payment, the Customer notifies iDM in writing prior to the intended transfer and the Customer agrees to the assignment of the claims from the contract concluded with the third party to iDM. The assignment of claims serves to secure the outstanding claims against the Customer. The transfer of ownership shall only become effective if iDM consents to the transfer of ownership in writing.

5.3. The Customer is authorised to collect claims against third parties until revoked by iDM at any time, as long as the Customer is not in default of payment to iDM.

5.4. The Customer must inform iDM immediately of any imminent seizure or other utilisation of the reserved product by third parties.

6. Right of cancellation for consumers

6.1. Customers who are consumers have a right of cancellation for distance and off-premises contracts in accordance with the Austrian Distance and Off-Premises Contracts Act (Fern- und Auswärtsgeschäfte-Gesetz, FAGG).

6.2. The Customer may withdraw from this contract within 14 days without giving reasons. The period begins on the day the contract is concluded. The deadline is met if the Customer sends the cancellation notice within the deadline.

6.3. The Customer's notice is not bound to any form, whereby the sample cancellation form provided by iDM under point 6.6. of these GTC is recommended.

6.4. If the Customer requests that iDM commence performance of this contract before the expiry of the period specified in point 6.2. of these GTC, the Customer must, at iDM's request, declare a request to iDM for this early fulfilment of the contract. In addition, iDM shall request confirmation from the Customer that the Customer has taken note of the loss of its right of cancellation in the event of complete fulfilment of the contract.

6.5. If the Customer has declared early fulfilment of the contract to iDM in accordance with point 6.4. of these GTC and withdraws from the contract after iDM has started to fulfil the contract, the Customer is obliged to pay iDM an appropriate amount in proportion to the contractually agreed total price in relation to the services already provided.

6.6. Cancellation form
To
iDM Energiesysteme GmbH
Seblas 16-18
9971 Matrei in Osttirol

I, _____, residing in _____ [name and address], hereby withdraw from the contract concluded by me for_____ [exact designation of the services ordered], commissioned on _____ [date], commenced on_____ [date].

7. Guarantee

7.1. For Customers who are entrepreneurs, the warranty period is six months, whereby the Customer must prove the defect and its existence at the time of acceptance.

7.2. If the Customer is an entrepreneur, he must notify iDM in writing of all recognisable defects, shortages or incorrect deliveries immediately after receipt of the delivery and before processing or installation, but no later than 7 days after receipt of the product. If the Customer is a consumer, he must notify iDM in writing of all obvious defects, shortages or incorrect deliveries immediately after receipt of the delivery and before processing or installation, but no later than 8 days after receipt of the product. Defects that only become apparent at a later date must be reported to iDM by the Customer in writing without delay, but no later than 7 days after the defect becomes apparent. If the customer is an entrepreneur, he must report all externally recognisable defects immediately. The Customer shall bear any disadvantages resulting from a failure to report defects in good time.

7.3 The Customer must give iDM the opportunity to inspect the notified defects on site or have them inspected by a representative.

7.4. If the complaint is not made in due form or time, the product shall be deemed to have been accepted free of defects. If the defects have been reported in due form and time, the Customer must make the defective product available to iDM immediately. During this period, no changes may be made to the product that is the subject of the complaint, otherwise warranty claims will be forfeited. Merely minor defects do not entitle the Customer to refuse handover. These include, in particular, production and material-related deviations in colour nuances. If a takeover is repeatedly refused without good reason, the takeover is automatically effected by delivery from iDM.

7.5. If the customer is an entrepreneur, it shall bear all costs incurred in connection with the rectification of defects. Apart from this, iDM shall not assume any costs for any customers that are incurred in particular due to the difficult accessibility of the item affected by the defect (e.g. crane costs).

7.6. The manufacturer's warranties remain unaffected by the Customer's warranty claims.

7.7. In the event of a statutory or contractual cancellation of the contract, the Customer shall return the product to iDM concurrently against reimbursement of the price deducting an appropriate usage fee at the customer's expense.

8. Compensation for damages

8.1. iDM shall not be liable for damage caused by slight negligence, with the exception of personal injury, damage to items accepted for processing as well as from product liability.

8.2. Furthermore, iDM shall not be liable to Customers who are entrepreneurs for damages caused by gross negligence, consequential damages, pure financial losses and loss of profit. Except for the damages listed in point 8.1. of these GTC, any claim for damages against these Customers shall also be limited to the amount of the agreed remuneration. iDM shall also not be liable for any damage caused by non-compliance with the intended use specified in the assembly or operating instructions. The same applies to cases in which the Customer does not implement the storage regulations to be complied with in accordance with point 4.7 of these GTC or does not complete the prescribed training or further education or does not make them available to its contractual partners.

8.3. A hydraulic or electrical configuration of the system that does not comply with iDM's specifications or has not been individually approved may have an impact on the efficiency and service life of the components supplied. iDM accepts no guarantee or warranty for these effects. Any resulting malfunctions or loss of quality are not the responsibility of iDM, but are the responsibility of the system manufacturer or system planner.

8.4. Any claims for damages by Customers who are entrepreneurs shall become statute-barred within one year of becoming aware of the damage and the damaging party.

9. Final provisions

9.1. The place of fulfilment for the obligations arising from the contractual relationship between iDM and the Customer is the registered office of iDM in 9971 Matrei in Osttirol, Austria.

9.2. The exclusive place of jurisdiction for all disputes arising from or in connection with contractual relationships between iDM and the Customer shall be the court with local and subject-matter jurisdiction for iDM's registered office.

9.3. All legal relationships, including any disputes between iDM and the Customer, shall be governed exclusively by Austrian law, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. If the Customer is a consumer within the meaning of the Austrian Consumer Protection Act, KSchG, the mandatory provisions of the country in which the Customer has its habitual residence shall also apply to this contract.

10. Data protection

Information on the processing of personal data can be found in the privacy policy at https://www.idm-energie.at/en/privacy-policy/.

General Terms and Conditions Version January 2025