



CONTAINEX Container-Handelsgesellschaft m.b.H.

AT-2355 Wiener Neudorf, IZ NÖ-Süd, Straße 14

Phone: +43 2236 601-0 | E-Mail: ctx@containex.com | www.containex.com

Terms of Delivery – CONTAINEX PORTAL (01/2025)

1. Plans and Documents

1.1 Plans, drafts, quotations and other technical documents that may also be part of the offer, as well as samples, catalogues, brochures, photos and similar items shall remain at all times the intellectual property of CONTAINEX. Any use, duplication, reproduction, distribution, transfer to third parties, publication and presentation may only take place with the express consent of the owner.

The drawings and sketches provided are schematic representations and are for illustrative purposes only. In particular, they cannot be used as a basis for any technical planning.

1.2 No technical documentation can be provided for used containers.

2. Delivery Period

2.1 CONTAINEX is entitled to make partial deliveries and deliveries in advance.

2.2 Should the customer not accept the contractual goods supplied at the contractually agreed place or time and the delay is not caused by an action or omission on the part of CONTAINEX, CONTAINEX may either demand fulfilment of the contract or rescind the contract after fixing a subsequent grace period.

If the goods have been separated, CONTAINEX may store the goods at the customer's expense and risk. Furthermore, CONTAINEX shall also be entitled to claim reimbursement of any justified expenses that they incurred in connection with performing the contract if those expenses are not covered by the payments received.

2.3 Due to economic developments (supply chain problems, availability of raw materials, etc.), delivery dates are not guaranteed and assume normal transport processes (access for lorries, semi-trailers and trailer combinations must be guaranteed). CONTAINEX reserves the right to offer alternative designs and components with similar technical properties in the containers in the event of material and raw material shortages.

2.5 If the customer wishes to postpone the agreed delivery dates, the following provisions shall apply:

CONTAINEX shall store the containers free of charge for the customer for 14 days after the agreed delivery date, provided that the customer notifies CONTAINEX of this request at least 14 days before the agreed delivery date. Thereafter, storage charges per container and day are due owing to the high costs incurred at the CONTAINEX production plant. In order to ensure transport planning and organisation, new delivery dates must be agreed at least 14 days in advance (or longer if necessary). If no collection takes place within

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Our services are provided on the basis of our general terms and conditions, which are available at www.containex.com.

Place of fulfillment: Vienna Austrian law applies. Location: Laxenburg.

Commercial Register Court: Wiener Neustadt Regional Court, FN

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60 days of the agreed delivery date or if CONTAINEX does not receive authorisation to deliver the containers, the customer must inform CONTAINEX of an alternative storage location near the original delivery address. CONTAINEX will deliver the containers there at short notice.

3. Price

3.1 Unless otherwise agreed, the prices apply ex works from CONTAINEX or its suppliers without loading.

3.2 Due to the special market situation, the purchase price is subject to the proviso that no events significant to the price calculation occur prior to delivery, such as a significant increase in the relevant production costs (e.g. steel, wood, energy) or other relevant cost-increasing factors. Subsequent additional costs resulting from this shall authorise CONTAINEX to negotiate price adjustments with the customer up to 10 weeks before the planned production date. Should an agreement on the new purchase price not be reached within 14 days, either party shall be entitled to withdraw from this contract. Any claims for damages based on the above provision are excluded.

3.3 Due to the economic situation, there may also be additional increased transport costs. These will be calculated on the day of delivery at the current daily prices.

3.4 If the containers cannot be delivered on the planned delivery dates for reasons beyond CONTAINEX's control, the agreed (partial) amounts are due for payment, irrespective of the quantity of containers actually delivered.

3.5 Installation work included in the order requires a foundation on site in accordance with the CONTAINEX technical description. Any work caused by an area that has not been prepared accordingly, as well as any additional work carried out, will be charged at an hourly rate according to regional price rates and the actual work involved.

4. Payment

4.1 The customer is not entitled to withhold payments by reason of warranty claims or any other counter-claims that CONTAINEX has not accepted.

4.2 Should the customer have defaulted on an agreed payment or any other act of performance, CONTAINEX may demand fulfilment of the contract and

- a) postpone the fulfilment of its own obligations until the customer has paid the arrears or performed the contract in some other way,
 - b) request an appropriate extension of the delivery period,
 - c) demand the outstanding payment of the entire purchase price,
 - d) unless the customer can establish a reason to be relieved, default interest of 1.5% per month will be charged from the due date,
- or serve notice of rescission of the contract after granting an appropriate grace period.

4.3 In any event, the customer shall reimburse to CONTAINEX the reminder charges and debt enforcement costs that constitute a further loss caused by the delayed performance.

4.4 If, pursuant to sub-clause 4.2, the customer fails to make the payment due or to provide any other act of performance before expiry of the grace period, CONTAINEX may withdraw from the contract by giving written notice. At CONTAINEX's request, the customer must return goods already delivered to CONTAINEX and compensate CONTAINEX for the reduction in value of the goods that has occurred and reimburse CONTAINEX for all justified expenses incurred by

implementing the contract. With regard to goods not yet delivered, CONTAINEX shall be entitled to make the completed or unfinished parts available to the customer, and to demand a pro-rata proportion of the sales price.

4.5 In the event of cancellation of the order or parts thereof, the customer is obliged to pay a lump-sum compensation (cancellation fee) amounting to 50% of the purchase price of the cancelled number of containers. CONTAINEX reserves the right to assert further claims for damages.

5. Retention of Title:

CONTAINEX shall retain the title to the goods sold until the customer has met all financial obligations. CONTAINEX is entitled to indicate its ownership on the outside of the delivery item. The customer shall comply with the required formal regulations to safeguard the retention of title. In the event of seizure or any other enforcement action, the customer shall assert CONTAINEX's right of ownership and inform CONTAINEX without delay.

6. Warranty:

6.1 Subject to the following provisions, CONTAINEX shall remedy any defect affecting use of the item, which originated in a fault in construction, material or layout. CONTAINEX shall also be liable for any defects in respect of expressly agreed features.

6.2 This obligation only applies to defects that appear within a period of one year, when working a one-shift operation, from the time of transfer of risk or, in the case of delivery with installation, from the time of completion of the installation.

6.3 The customer may invoke this clause only if they inform CONTAINEX in writing, without delay, of any defects that have appeared. It is incumbent upon the customer to provide evidence that the defect already existed within the period indicated in clause 6.2. Once CONTAINEX has been informed, they shall, if the defects must be remedied according to the provisions of this clause, at their discretion:

- a) rework the defective goods on site;
- b) have the defective goods or the defective parts shipped back for repair;
- c) replace the defective parts;
- d) replace the defective goods.

6.4 If CONTAINEX arranges for the defective goods or parts to be returned for the purpose of repair or replacement, the customer shall bear the costs and the risk of the transport, unless otherwise agreed. The re-shipment of the repaired or replaced goods or parts to the customer shall be at CONTAINEX's expense and risk, unless otherwise agreed.

6.5 The defective goods or parts, replaced in accordance with this clause, shall be retained by CONTAINEX.

6.6 CONTAINEX shall only refund any costs for removal of a defect undertaken by the customer, if they have given their consent to do so.

6.7 CONTAINEX's obligation under warranty shall apply only to defects that appear when observing the designated operating conditions and during normal use. In particular, it does not apply to defects that are due to: poor installation by the customer or their authorised representative, poor maintenance, poor repairs or modifications carried out without written consent from

CONTAINEX by anyone other than CONTAINEX or its authorised representatives, normal wear and tear.

6.8 CONTAINEX shall be liable for those parts of the goods that CONTAINEX obtained from sub-contractors specified by the customer only to the extent of their own warranty claims vis-à-vis the sub-contractor.

If CONTAINEX produces an item based on the customer's design specifications, drawings or models, the CONTAINEX's liability shall not extend to the accuracy of the design, but to the extent that the design was in accordance with the customer's specifications. In such cases, the customer shall indemnify CONTAINEX against a breach of proprietary rights. CONTAINEX assumes no liability when accepting repair jobs or reworking or modifying old or third-party goods, or when delivering second-hand goods.

6.9 From the beginning of the warranty period, CONTAINEX shall not assume any other liability apart from that defined in this clause.

6.10 The suitability of the container / modular building and any accessories supplied (e.g. e.g. stairs, air conditioning units, etc.) for the intended use cannot be assessed. CONTAINEX accepts no liability for this. Depending on the intended use, official authorisations may be required for the installation, construction and/or use of the container/modular building and accessories, which may have to be obtained by the customer.

6.11 Used containers: Used containers are sold in the condition in which they were inspected or could have been inspected, excluding any warranty. All installations/additions not supplied by CONTAINEX ex works, e.g. fire detectors / fire alarm systems, TV / SAT systems, cable ducts, escape route lighting, fitted kitchens, heating systems, air conditioning systems or other media installations and their functionality are not part of the contract, even if they should be installed or still function.

7. Liability:

7.1 It is expressly agreed that CONTAINEX shall not be liable to the customer for damages in the event of personal injuries, or for damage to goods that are not the object of the contract, as well as for other damage and loss of profit, unless the circumstances of a specific case reveal that CONTAINEX acted with gross negligence. The customer shall provide evidence of any alleged loss or damage. A shift of the burden of proof shall be excluded. CONTAINEX shall not be liable to the customer for stoppages of production, loss of profit, downtime, loss of contract or any other economic or indirect consequential damage.

7.2 The purchased item provides only the level of safety that may be expected based on authorisation regulations, operating instructions, CONTAINEX's instructions on the handling of the purchased item, especially with regard to any possible inspections, and other information provided.

7.4 The warranty and liability conditions of the suppliers and service providers shall apply to deliveries and services from external companies.

7.5 In the event of minor negligence on the part of CONTAINEX, provided that clause 7.1 doesn't apply, the compensation for damage shall be limited to 5% of the total of the order, but subject to a maximum of EUR100,000.

The following applies in the case of tenancies: In the event of minor negligence on the part of CONTAINEX, provided that clause 7.1 does not apply, the compensation for damage shall be limited to 5% of the total rent, up to a maximum of 6 months' rent.

7.6 Court proceedings for all claims for damage by way of defects in deliveries and/or service delivery shall be filed in court within one year of the expiry of the contractually agreed warranty period if CONTAINEX does not expressly accept the defect; otherwise all claims shall expire.

8. Applicable Law/Place of Jurisdiction:

Vienna shall be the place of jurisdiction for claims arising from or in connection with this Contract. CONTAINEX may also file an action at the local court at the place of the customer's registered office. The law of the place of jurisdiction, subject to exclusion of the UN Sales Convention, shall apply.

9. General:

9.1 Invalid or unworkable provisions shall not affect the validity of the remaining provisions. On the contrary, a substitute provision intended by the parties to achieve the same economic purpose as the invalid or unworkable clause shall replace the invalid provision.

9.2 Amendments to these terms must be made in writing.

9.3 If assembly work has been agreed, the following conditions shall apply: The delivery and assembly of devices, attachments, superstructures etc. is carried out in accordance with the customer's detailed requirements. General references to legal or technical standards are not sufficient in this case. The customer is responsible for checking whether the intended design of the devices, attachments, superstructures, etc. complies with the locally applicable building regulations and usage regulations. The drawings and sketches provided by CONTAINEX on request serve as suggestions for this test.

Safety instructions and other hazard warnings must be provided by the customer, as well as precautions regarding fire protection. In accordance with legal regulations, it may be necessary for the container/modular building to be inspected by authorised specialist companies (in particular electrical and sanitary installations) before it is put into operation. These inspections must be arranged by the customer. Inspections must take place upon handover of the container/modular building in the presence of the installation company. CONTAINEX is liable for the proper execution of the work carried out by its installation personnel. If external companies are commissioned, CONTAINEX shall only be liable for the selection of the installation company. In no event shall CONTAINEX's liability extend to indirect or consequential damages. CONTAINEX accepts no liability whatsoever for personnel provided by the customer, temporary personnel or third parties.

9.4 If the customer collects the container(s) themselves and transports them
- to a country outside the EU, if the exit from the EU is not confirmed electronically by the exit customs office, the customer must provide evidence of the exit of the goods from the EU by means of the documents listed below:

- notarised or customs-certified copy of the import customs clearance or
- CMR (consignment note) or
- Confirmation of acceptance by the customer or
- Bill of Lading (B/L)

Original documents must be submitted to CONTAINEX containing the container numbers or the respective invoice number from CONTAINEX.

or to another EU country, after the shipment of the goods, send a confirmation of acceptance or transfer to CONTAINEX. The confirmation must be signed by the company and the original must be sent to CONTAINEX.

If CONTAINEX does not receive the confirmation within 28 days, CONTAINEX will charge the customer the respective VAT applicable in the country of container departure. It is no longer possible to change the invoice recipient once the order has been placed.

The following also applies to rent :

In the following, the customer is referred to as the "lessee".

10. The rental item is and remains the property of CONTAINEX.

The lessee may not remove any licence plates affixed to the rental unit and may not sell, pledge, give away, rent or otherwise transfer the rental unit to third parties.

The lessee shall represent the interests of CONTAINEX towards third parties. The lessee shall inform CONTAINEX without delay of any events that, after delivery, may have an effect on the lessee's title to the rental unit.

11. When taking over and returning the rental unit, the lessee requests that a handover/receipt certificate be issued and handed over, in which any defects found are recorded in writing.

12. The lessee shall return the rental unit in the same proper and clean condition in which they received it, taking into account normal wear and tear. If a rental unit was returned in improper and unclean condition, CONTAINEX shall arrange forthwith for the repair and cleaning of the rental unit. The lessee shall bear the costs thereof.

13. Irrespective of fault and cause, the Lessee shall also be liable to CONTAINEX in the case of force majeure, destruction or loss of or damage to the rental unit between its being accepted and its return.

14. The rental unit is not insured by CONTAINEX.

15. The Lessee shall inspect the condition and suitability of the rental unit at the time of accepting it. The rental unit shall be leased in its current condition. Any claims arising from the fact that the rental unit was not found in the condition requested by the Lessee or that the rental unit does not correspond to the intended use shall be excluded. The Lessee shall acquire any official permits necessary for the installation, construction and/or use of the rental unit.

16. Any fees and contributions as well as taxes, customs duties and charges levied on the basis of the rental agreement, the occupancy or use of the rental unit shall be borne by the lessee.

17. The rent and any other claims under this contract shall be paid without delay upon receipt of the invoice. The Lessee shall not be entitled to withhold payments by reason of claims that CONTAINEX has not accepted. The first rental invoice shall cover the first 30 days. Thereafter invoices shall be issued in advance for each calendar month. The rental for the first 60 days shall be the minimum lease rate, also to be applied in the event of a shorter lease time.

18. If the rental agreement is concluded for a period of more than 6 months or if the use of the rental unit lasts longer than 6 months, CONTAINEX may increase the agreed prices for the rental and services in a reasonable proportion in the event of a price or cost increase due to general economic conditions (inflation, wage and raw material price increases, currency fluctuations,

etc.). The adjusted prices are payable from the month after next (A - C), from the date of notification of the price adjustment. In this case, the lessee has a special right of cancellation until the price increase comes into effect.

19. If the lessee defaults on payment or if the lessee's financial circumstances deteriorate, CONTAINEX is entitled to cancel the contract and demand the immediate surrender of the rental unit or to take possession of the rental unit at any time, even without or against the will of the lessee, even if it contains items that are not the subject of the rental contract.

CONTAINEX shall only be liable for the items to be stored in a warehouse at the cost and at the risk of the owner.

Insofar as these items are the property or possession of the lessee, CONTAINEX has a lien and retention right over them

to secure the claims under the lease agreement. If the items are not owned or possessed by the lessee, CONTAINEX has a right of lien and retention to secure the storage costs. CONTAINEX is entitled to sell the items for the announced proceeds after issuing a warning to the lessee and setting a reasonable notice period. CONTAINEX is also entitled to this right for items that are not the property or possession of the lessee if the expected sales proceeds are unlikely to cover the costs of storage or if the items in question are dangerous. If the lessee cannot be contacted or in the event of imminent danger, CONTAINEX is authorised to recycle or dispose of the goods even without prior notification of the lessee.

20. In the event of late payment, we shall charge interest on arrears at a rate of 1.5% p.m. In addition, we are entitled to charge a lump sum of EUR 50 (or an equivalent amount in national currency) per reminder as compensation for any collection costs.

21. Rental claims shall not be offset against counter-claims. The lessee expressly waives the right to exercise a lien or right of retention on the rental unit.

22. The rental period begins on the agreed date and ends upon expiry of the agreed rental period. However, the lessee's obligations, including the payment of the agreed rental rate, shall only end upon return of the rental unit to the agreed depot or upon restoration of the proper condition. In the event of loss of the rental unit, the end shall be upon receipt of payment for the replacement value by CONTAINEX.

The confirmation of receipt signed by both parties shall serve as evidence of return.

23. CONTAINEX is not liable for failing to make the rental unit available or provide it on time.

24. Any repairs or necessary final cleaning will be charged separately after the containers have been returned. Billing is based on time and effort, whereby a regional hourly repair rate and a regional hourly cleaning rate are agreed.

25. Services to be provided by the customer: horizontal, adequate strip or point foundation. Work caused by an area that has not been prepared accordingly, as well as additional work performed, will be charged at the standard local hourly rate.

26. The driver and the installation personnel are not employees or representatives of CONTAINEX and are therefore not authorised to make binding declarations on behalf of CONTAINEX.

Reservations relating to the delivery must be noted on the consignment note upon delivery

. Verbal messages to the driver or to the installation personnel are not binding for CONTAINEX.

27. In the case of self-collection, CONTAINEX points out that loading only takes place on vehicles that comply with statutory regulations. If this is not the case, CONTAINEX reserves the right to refuse loading.