

General Terms and Conditions

1 General agreements

TeLo checks the apparent accuracy of the documents/confirmations provided or verbal information within the scope of our expertise. It is generally assumed that they are correct. A detailed review of the content of the confirmations must be ordered separately

The client shall provide all necessary information within the appropriate timeframe in digital form or on paper or through personal discussions. Text data must be provided in a format readable by the Office product family, drawings and plans in DWG or PDF format.

If product-specific standards are not available at TeLo, they will be procured by TeLo and invoiced to the client.

2 Prices

Prices are exclusive of VAT.

Our offers are to be understood as target price offers. The actual billing takes place in 15-minute units based on the actual amount of work done. (Monthly) partial invoices may be issued.

For projects with a term of more than 2 years from the order date, we allow ourselves an annual increase (first time after 2 years) of the hourly rates according to the consumer price index (starting quarter = offer date) or as agreed in the framework agreement.

Furthermore, we reserve the right to charge for additional expenses that result from knowledge that was unforeseeable at the time the offer was made or the order was placed.

These findings can be unforeseeable

- changes in the legal situation.
- changes in standards or technical regulations; this may occur in particular if the project takes a long time to complete.
- official requirements.
- changes in essential design features, limits of use, responsibility or delivery announced by the client.
- changes to the delivery limits.

3 Delivery

Dates by arrangement.

The documents are designed in the TeLo design by standard.

The documents created are sent to the client in digital form as a PDF.

The TeLo documentation language is ENGLISH.

4 Explanation of the scope of delivery

According to the quotation calculation, one version of the respective document offered is included (see exceptions 4.1, 4.2, 4.3).

Additional versions and extended versions of the document commissioned in each case, which arise at the request of the customer or supplier coordination, require an additional order or are invoiced according to actual expenditure.

4.1 Scope: Risk evaluation / risk assessment

4.1.1 *Scope: Risk evaluation / risk assessment - preparation*

The service includes preparing of the risk evaluation / risk assessment analysis in the following documentation steps:

- a basic version (*revision a*) to define all further steps,
- an intermediate version (*revision b*) is created after a single review with the customer to determine the measures and, if necessary, responsibilities.

This scope point is completed with the submission of Revision b.

4.1.2 Scope: Risk evaluation / risk assessment – Confirmation of protective measures (verification/incorporation)

The service includes verifying the implementation of the protective measures reported by the client and incorporating them into the risk assessment (revisions c ff.). Open items are progressively documented as they are done.

This service ends

- after a maximum of 5 revisions (Revision g), or
- 18 months after the submission of Revision b, or
- Upon the complete realisation of all open items,

whichever occurs first (regardless of whether any open items remain).

Any further verification/incorporation beyond this scope will be commissioned and charged as additional work.

4.2 Scope: HAZOP study

The price includes the creation of interim statuses for revision "a".

4.3 Scope: Validation and initial inspection

Hardware validation, software validation and the VEXAT initial inspection are one-off inspections. Further inspections or re-inspections are charged at cost.

5 Retention of title

The information and documents supplied remain the property of *TeLo GmbH* until payment has been received.

6 Copyright and rights of use

6.1 transfer of the rights of use:

After full payment of the services contained in the offer, the client shall receive the non-exclusive right, unlimited in time and territory, to use, reproduce and distribute the delivered documents unchanged for internal and external purposes.

6.2 restriction of the right to edit:

Editing of the documents, including changes, shortening, additions or removal of logos, is only permitted with the prior written consent of the contractor (*TeLo GmbH*). This applies regardless of whether the processing is for internal or external purposes.

The use of the delivered documents as a template, e.g. by removing content or redesigning the document into a 'blank' document for further use, also falls under the right to edit and requires the prior consent of the contractor (*TeLo GmbH*). In particular, the passing on of such edited or remodelled documents as supposedly 'own' documents is prohibited.

6.3 use of extracts:

Extracts from the documents supplied may only be made with reference to the original document and its author (named as © *TeLo GmbH*). Any use without this reference is not permitted.

6.4 protection of copyrights:

The copyrights to the documents shall remain fully with *TeLo GmbH*. The client undertakes to use the delivered documents exclusively within the scope of the agreed rights of use and to refrain from any infringement of copyrights.

7 Confidentiality

The parties (*TeLo* and the client) undertake to keep information disclosed in connection with the activity confidential and shall take all necessary measures to prevent third parties from gaining knowledge of it and utilising it. *TeLo* employees are already obliged to maintain confidentiality in this respect on the basis of their contract of employment. Information will only be passed on to third parties if disclosure is required by law.

8 General liability

TeLo cannot be held liable for errors that arise due to incorrect or incomplete information provided by the client. For damages (personal injury, property damage and financial loss) arising from the activities of *TeLo*, there is a liability insurance (contractual basis: ABHP in the current version) of EUR 5.000.000, --. *TeLo* can assume liability worldwide (excl. USA/Canada) up to this amount.

Liability towards third parties is excluded.

9 Notification of Safety-Relevant Incidents

The client undertakes to inform *TeLo* without delay of safety-relevant incidents (e.g. accidents, near-accidents or malfunctions with possible safety relevance) in connection with the machines or systems assessed by *TeLo*.

10 Signature of the Declaration of Conformity acc. to Machinery Directive 2006/42/EC (or Machinery Regulation (EU) 2023/1230) by TeLo

By signing the EC Declaration of Conformity according to the Machinery Directive 2006/42/EC (from 20 January 2027, the EU Declaration of Conformity according to the Machinery Regulation (EU) 2023/1230), *TeLo* GmbH (in short: *TeLo*) as the manufacturer's authorised representative assumes liability for ensuring that the obligations and formalities according to the requirements of the Machinery Directive 2006/42/EC (or Machinery Regulation (EU) 2023/1230) are complied with for the machine or assemblies of machinery under consideration in accordance with the specified intended use.

10.1 Prerequisites

10.1.1 *TeLo* commissioning:

TeLo must be commissioned to draw up and sign the declaration of conformity as an authorised representative of the client.

10.1.2 *TeLo* competence:

TeLo must have the necessary implementation competences for this.

This means,

- a) that all safety-related deviations must be corrected (within an appropriate time frame) after criticism by *TeLo*, including at the interfaces of plant components "lawfully" placed on the market (e.g. machines in the area of responsibility of subcontractors, etc.). The plant components must comply with the applicable "state of the art" and the requirements of the applicable directives at the time they are placed on the market.
TeLo will act appropriate and solution-orientated in case of deviations from standards, according to the risk;
- b) that all documents required to carry out the conformity assessment procedure according to Machinery Directive 2006/42/EC Annex VII 1 A. (or Machinery Regulation (EU) 2023/1230 Annex IV Part A) are transmitted to *TeLo* for examination upon request, even if they do not have to be handed over to a final customer according to the directives. This includes, e.g. P&IDs, drawings, risk assessments, calculation bases, CE documents of sub-suppliers, operating instructions, residual risk lists, circuit and hydraulic diagrams, parts lists, component data sheets etc.
- c) that all enquiries on the part of *TeLo* must be answered promptly by the customer
- d) that the "official" transfer of information to the companies involved, about the safety status of the machine takes place via the client.

Should *TeLo* not have the necessary implementation competence (support from the client is necessary, as only the client has a direct contractual relationship with the suppliers), *TeLo* can and will NOT sign the declaration of conformity. Irrespective of this, the client undertakes to pay for all services provided by *TeLo* up to this point.

10.2 TeLo responsibilities:

Depending on the scope of the order, *TeLo* shall be liable for damages (personal injury, property damage and financial loss),

- a) which have occurred as a result of unrecognised safety-related defects at the interfaces between machine components or plant parts (delivery limits of sub-suppliers) and/or
- b) which have arisen as a result of obviously insufficient risk reduction of safety-related defects at these interfaces.

Sufficient risk reduction refers to the specified "intended use" and "reasonably foreseeable misuse" at the time of placing on the market.

11 Assumption of liability by TeLo (Work Equipment Directive)

Liability is assumed by *TeLo* GmbH in the form of a safety report, which states that the work equipment (machine/plant) meets the legal requirements (Work Equipment Directive) under the conditions stated therein and is therefore:

- a) can be used as intended (positive report);
- b) may only be used under special conditions (restricted report).

11.1 TeLo responsibilities:

TeLo GmbH is liable for damages (personal injury, property damage and financial loss), which have arisen from unrecognised, yet 'obviously recognisable' risks within the defined scope of consideration and use.

12 Jurisdiction

Place of jurisdiction: A-8160 Weiz

In addition, the general terms and conditions of Austrian engineering offices - Austrian laws apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.