General Terms and Conditions

For system supplies, planning, manufacturing, installation, commissioning, service and other services in business-to-business transactions

As of: 29 October 2026

Sorgo Anlagenbau GmbH · Hirschstraße 39 · 9020 Klagenfurt am Wörthersee · Austria

1. Applicability and scope

1. These General Terms and Conditions apply exclusively to legal transactions between Sorgo Anlagenbau GmbH (SORGO) and businesses. They apply to all quotations, deliveries, planning, manufacturing, installation, commissioning, training, maintenance, repair and other services provided by SORGO.

2. These SORGO General Terms and Conditions constitute an independent contractual framework. The customer's general terms and conditions, purchasing terms or delivery terms shall not form part of the contract. This also applies if SORGO does not expressly object to their application or performs services without reservation in the knowledge of such terms. Customer terms that deviate from or supplement these General Terms and Conditions or other contractual provisions shall apply only if SORGO has expressly agreed to their application in text form in advance.

3. In the event of conflict, the following order of precedence applies: the individual agreement, then a quotation sent by SORGO or any order confirmation, then these Terms and Conditions. Deviations apply only to the relevant order.

2. Quotations, agreement and contract formation

1. SORGO quotations are non-binding unless expressly designated as binding.

2. A contract is formed by acceptance of a binding quotation, acceptance of an order by SORGO, order confirmation or another concordant expression of intent. SORGO may also accept a customer order by commencing the expressly ordered service.

3. A written order confirmation is not mandatory for formation or validity of the contract. SORGO may issue an order confirmation to document the agreed scope of services.

4. Technical specifications, drawings, illustrations, consumption, capacity and process values are binding only for the products, loads, utilities and environmental conditions specifically defined in the order. Customary technical, standards-related or safety-related adjustments remain permissible provided the agreed main function is maintained.

3. Scope of services and project boundaries

1. SORGO owes only the agreed scope of supply and services.

2. Construction work, foundations, building openings, roofing work, service routes, utility generation, electrical supply lines, on-site pipework, networks, lifting equipment, scaffolding, permits, official inspections and other site works are included only if expressly listed in the agreed scope of supply and services.

3. Subsequent changes, additional services, downtime or waiting time and difficulties arising from customer requests, site conditions, third-party trades or incomplete or subsequently changed

information are charged on a time-and-materials basis and extend agreed deadlines appropriately.

4. For systems designed according to product samples, recipes, loading schemes, production data or other customer specifications, the customer is responsible for the completeness and accuracy of these inputs. SORGO may rely on the information supplied unless its inaccuracy is obvious.

4. Site requirements, utility supply and third-party trades

1. The customer shall, at its own expense and in good time, provide a load-bearing, dimensionally accurate and hygienically suitable installation site, safe access and installation areas, and all agreed utilities and connections.

2. These include, in particular, electrical power and protection, protective conductors and equipotential bonding, hot and cold water, steam at the agreed pressure and quality, compressed air, refrigerant or chilled brine, CO_2, glycol, ammonia or Freon systems, an adequately sized fresh air supply and sufficient outside air supply to the installation room where required for system operation, as well as wastewater, network connections and, where applicable, the technical infrastructure required for remote access.

3. Pressure, temperature, flow rate, capacity, voltage, frequency, water quality, steam quality, cooling capacity and other utility parameters must comply with the connection and operating values specified by SORGO.

4. The utility quantities and capacities specified for each system must be continuously and simultaneously available at the relevant connection throughout operation. Where several systems are operated, a lower simultaneous total provision applies only to the extent that SORGO has expressly specified a simultaneity factor for those systems.

5. The promised function and performance require a proper utility supply. The customer shall provide necessary filters, water treatment, pressure regulation, condensate drainage, venting, protection and, where required, frost protection.

6. If utilities, connections, fresh air supply, outside air supply, building conditions or drainage are not available in time, continuously or in accordance with SORGO specifications, resulting functional deviations, reduced performance or faults shall not constitute defects in the SORGO system.

7. SORGO is not liable for resulting downtime or damage to products, goods or other property to the extent caused by the customer. The customer bears any resulting necessary inspection, travel, waiting, retrofit and other additional costs.

8. The customer is responsible for timely coordination and completion of all site works and third-party trades.

9. If agreed prerequisites or third-party services are not fully available and operational by the scheduled delivery, installation or commissioning date, SORGO may interrupt or suspend work and withdraw its personnel.

10. All additional costs caused thereby, in particular travel, driving, flights, accommodation, waiting, labour, transport, storage and repeat travel costs, are charged additionally to the customer.

11. This does not apply if the customer informs SORGO in good time of a foreseeable delay and SORGO can consequently reschedule the planned deployment appropriately without additional costs.

12. Agreed deadlines are extended by the duration of the obstruction and the reasonable time required by SORGO to reschedule and redeploy. SORGO is not obliged to provide personnel immediately after the obstruction ends and may reschedule deployment taking account of existing deployment and project plans.

13. If delivery, positioning, installation or commissioning is impossible or unsafe for reasons attributable to the customer despite an agreed date, SORGO may deliver or store the system or supplied items and suspend work. Statutory claims, particularly under Section 1168 ABGB, remain unaffected.

5. Site-specific requirements, permits and emissions

1. The customer is responsible for checking and complying with site-specific requirements, official conditions and ambient impact limits applicable at the installation and operating location.

2. This includes, in particular, requirements concerning noise, sound impact, smoke, odour, dust, exhaust air, wastewater and other emissions, and any required operating facility, building, environmental or other permits.

3. Site-specific limits, official conditions or special local requirements must be disclosed fully to SORGO before contract formation insofar as they affect construction, design or scope of supply.

4. Additional measures such as silencers, acoustic protection, special exhaust air routing, exhaust air or filtration systems or other emission-reduction equipment form part of SORGO's scope of supply only if expressly agreed.

5. Site-specific measures disclosed later or subsequently required by authorities are treated as additional services and charged separately, unless their cause lies in a deviation from the agreed scope of supply for which SORGO is responsible.

6. Emission, sound or performance values expressly promised by SORGO remain unaffected.

6. Machinery law, CE and system integration

1. SORGO designs and supplies the agreed scope of supply in accordance with the Austrian and EU machinery, safety and conformity regulations applicable when placed on the market or commissioned.

2. The technical documentation and conformity documents agreed for the specific SORGO scope of supply shall be provided.

3. If a SORGO system or other SORGO supply is integrated into an overall installation, line, third-party system or customer control system, the responsible manufacturer or integrator of the overall installation bears responsibility for interfaces, risk assessment, protection concept and conformity of the whole, unless this responsibility has been expressly assigned to SORGO.

4. Where SORGO supplies individual systems, machines, components, smoke generators, controls, automation components or other subsystems for use, integration or retrofitting in a third-party or overall installation, SORGO's responsibility is limited to the expressly agreed scope of supply and services.

5. Responsibility for the third-party or overall installation, particularly its interfaces, overall function, risk assessment, protection concept and conformity, remains with the responsible manufacturer, operator or integrator unless SORGO has expressly assumed this responsibility by contract.

6. For existing machines, components, controls, field devices, particularly sensors, actuators, drives, valves, safety devices, cables, software or other third-party components provided by the customer or third parties, SORGO assumes no warranty or liability for their condition, reliability, service life or functionality unless SORGO has expressly assumed a separate contractual obligation in this respect.

7. This also applies where SORGO connects or integrates its own systems, components, controls, smoke generators or other systems with such third-party components.

8. Changes or interventions not approved by SORGO affecting the system, controls, software, safety devices, electrical or mechanical components or utility supply are undertaken at the customer's responsibility.

9. SORGO assumes no warranty or liability for faults, damage or functional impairment to the extent caused or contributed to by such changes or interventions.

10. CE marking, rating plates and safety notices must not be altered, removed or rendered illegible.

7. Prices and payment

1. Prices are net in euros plus VAT and, unless otherwise agreed, ex works Klagenfurt.

2. Packaging, transport, insurance, customs duties, taxes, fees, installation aids, accommodation, disposal and other ancillary services are included only if expressly stated.

3. The payment schedule and due dates are governed by the individual agreement, quotation or any order confirmation.

4. In the absence of an arrangement, 40% is due on contract formation, 30% when ready for delivery and 30% on handover or operational readiness.

5. In the event of culpable payment delay, statutory business default interest applies. SORGO may suspend further services, demand reasonable security and charge necessary debt collection and recovery costs.

6. Set-off is permissible only with claims established by a final court judgment or acknowledged by SORGO.

7. The customer is not entitled to withhold payments in whole or in part on account of alleged defects, claims for damages or other counterclaims, unless the counterclaims have been established by a final court decision or acknowledged by SORGO.

8. Cancellation after contract formation requires SORGO's consent; statutory rights of withdrawal remain unaffected.

9. If SORGO agrees to termination by mutual consent, it may claim the following flat-rate compensation for expenses and losses, calculated on the net order value, instead of an itemised settlement: 20% before procurement or design begins, 30% after procurement or design begins, and 40% after manufacturing begins.

10. Payments already made are credited.

11. The customer may prove that SORGO suffered no loss or a lower loss. SORGO may prove and assert a higher actual claim.

12. Without termination by mutual consent, claims are governed by the contract and statutory rules, particularly Section 1168 ABGB where applicable.

13. No flat-rate amount is payable if the customer validly withdraws due to a breach of duty attributable to SORGO.

8. Deadlines, impediments and force majeure

1. Dates are fixed deadlines only if expressly agreed as such.

2. Delivery and performance periods commence only once technical questions are clarified, agreed payments made and all customer approvals and prerequisites fully provided.

3. Impediments caused by missing customer cooperation, changes, third-party trades, official measures, force majeure, war, epidemics or comparable exceptional events extend deadlines by the duration of

the impediment plus a reasonable restart and rescheduling period.

4. The same applies to energy or material shortages, cyber incidents, transport disruptions, supply-chain disruptions, supplier failures or comparable events insofar as SORGO is not responsible for them or cannot avoid them even when exercising reasonable commercial and technical care.
5. Customer withdrawal due to delay requires, to the extent legally permissible, a reasonable additional deadline set in writing.
6. Contractual penalties apply only if SORGO has expressly accepted them in the individual case.

9. Delivery, risk and retention of title

1. Transfer of risk is governed primarily by the delivery clause or expressly agreed Incoterm in the relevant order.
2. Unless otherwise agreed, where goods are shipped by a freight forwarder, carrier or other transport provider, risk passes to the customer when the goods are handed over to that provider.
3. For shipping, this also applies where SORGO bears freight costs or these are included in the agreed price.
4. For direct delivery by SORGO, risk passes upon handover at the agreed delivery location to the customer or a person designated by the customer to receive the goods.
5. Transport insurance is arranged only at the customer's request and expense, unless otherwise agreed.
6. In the event of default in acceptance, SORGO may store the goods at the customer's expense and risk, invoice partial services and withdraw from the contract after a reasonable additional deadline.
7. Partial deliveries and partial invoices are permissible insofar as reasonable for the customer.
8. Movable goods delivered shall remain the property of SORGO until full payment of the remuneration agreed for the respective goods, including any remuneration expressly agreed for their delivery and installation. If the goods subject to retention of title are processed, combined, commingled or mixed with other items, SORGO shall, to the extent permitted by law, acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title relative to the other items at the time of processing or combination.
9. The customer shall safeguard goods subject to retention of title, insure them adequately and immediately notify SORGO of any third-party interference. Resale is permitted only in the ordinary course of business and subject to revocation. The customer hereby assigns the resulting receivables to SORGO as security, and SORGO accepts this assignment.

10. Installation, commissioning and handover

1. Installation and commissioning require an accessible, safe and operationally ready site.
2. The customer shall provide necessary operating personnel, test products, trolleys, consumables, cleaning agents and utilities in good time.
3. The system is deemed handed over or accepted when the agreed functional test has been successfully completed or the customer uses the system for production.
4. Minor outstanding items do not prevent handover or acceptance and are completed within a reasonable period.
5. **If the customer fails to attend an acceptance or handover appointment announced by SORGO in good time without an objectively justified reason, SORGO may set a reasonable**

additional deadline for acceptance.

6. **If no justified refusal due to material defects is made within this period, the service is deemed accepted.**
7. If a functional test cannot be performed, or can only be performed to a limited extent, for reasons attributable to the customer, SORGO may document technical operational readiness.
8. Subsequent repeat travel, repetition of the functional test or additional commissioning services are charged separately.

11. Process, product and operator responsibility

1. The customer remains responsible for food law, product safety, HACCP, product recipes, process approvals, loading, raw material quality, cold chain, shelf life, labelling and product suitability.
2. SORGO does not guarantee a specific product, production or sales result unless expressly promised on the basis of clearly defined products, loads, processes and boundary conditions.
3. Before commencing regular production, the customer shall verify that programmes, limits and product quality are suitable for its specific goods and shall monitor the process professionally.
4. Programmes, process sequences, setpoints, limits and other process parameters created or changed by the customer or third parties are the customer's responsibility.
5. SORGO assumes no warranty or liability for resulting product, process, data or other damage.
6. Alarm messages, measured values and maintenance, cleaning and safety instructions must be observed.
7. If irregularities occur, the customer shall take appropriate protective measures based on professional assessment. Where technically possible and necessary to avert specific hazards to persons, products or systems, the process shall be interrupted in an orderly manner.
8. The customer shall ensure sufficiently qualified and trained personnel.
9. Improper loading, incorrect programmes, unsuitable products or product recipes, lack of monitoring and deviations from operating, maintenance, cleaning or safety requirements are the customer's responsibility.
10. The customer is obliged to operate the system in accordance with SORGO's operating, cleaning, maintenance and safety instructions, clean and inspect it regularly and arrange necessary maintenance and repairs in good time.
11. In particular, combustible or flammable deposits, residues, fats, tar and smoke condensates and other operational contamination must be removed at the specified cleaning intervals.
12. Visible damage, leaks, unusual operating conditions, faults or safety-related irregularities must be investigated immediately and, where necessary, professionally rectified before further use. If safe continued operation is not ensured, the system must not be operated until rectified.
13. SORGO assumes no warranty or liability for fires, deflagrations, smoke, gas or CO_2 leaks, product or system damage, business interruptions or other damage to the extent caused or contributed to by inadequate or omitted cleaning, maintenance, inspection or repair, continued operation despite identifiable defects or other improper use.
14. If mandatory or SORGO-recommended maintenance, inspection, cleaning or replacement intervals are not observed, SORGO assumes no warranty or liability for resulting faults, failures, damage or consequential damage to the extent caused or contributed to by omitted, delayed or improperly performed maintenance, inspection, cleaning or replacement.

15. The customer is responsible for documenting maintenance, inspection, cleaning and replacement intervals and providing corresponding evidence to SORGO on request in the event of a warranty or damage claim.

16. The customer shall appropriately monitor the system and production process and provide loss prevention through suitable data backups and other reasonable organisational and technical measures.

17. Mandatory statutory liability remains unaffected.

12. Warranty and notification of defects

1. The general warranty period for business customers is 24 months from handover or acceptance.

2. Different, particularly longer, warranty or guarantee periods apply only insofar as expressly promised in the relevant quotation or order.

3. Statutory inspection and notification duties, particularly under Sections 377 et seq. UGB, remain unaffected where applicable.

4. Defects must be reported immediately upon discovery, specifically and comprehensibly, with available process, fault and other data required for assessment attached.

5. SORGO decides whether a justified defect is remedied by repair, replacement of the defective part or an appropriate price reduction.

6. SORGO must be given the opportunity to investigate and make at least two reasonable attempts at repair, insofar as reasonable for the customer.

7. No warranty applies to wear, corrosion or deposits caused by unsuitable utilities, improper operation, inadequate maintenance or cleaning, unapproved changes, unsuitable spare parts, external influences, defective third-party work or deviations from agreed operating conditions, insofar as these are causal.

8. The statutory presumption under section 924 of the Austrian Civil Code (ABGB) is expressly excluded. The customer must prove that the defect already existed at the time of handover or that its underlying cause was already present at that time.

13. Liability, damage to goods and consequential damage

1. As a rule, SORGO is liable to business customers for property damage and financial loss only in cases of intent or gross negligence.

2. Liability for slight negligence is excluded to the extent permitted by law, unless an essential contractual obligation is breached.

3. The burden of proof is governed by the statutory provisions.

4. The exclusion of slight negligence does not apply where SORGO breaches a material contractual duty whose fulfilment is essential to proper performance of the contract and on whose observance the customer may regularly rely.

5. In this case, liability is limited, to the extent legally permissible, to foreseeable damage typical of the contract and to a maximum of the net order value of the supply causing the damage.

6. SORGO is liable for damage to goods, food, raw materials, ingredients, packaging or batches treated or stored in the system, and resulting disposal, recall, cleaning, sorting or replacement costs, only insofar as the damage was caused by SORGO's intent or gross negligence or liability cannot legally be excluded.

7. **Indirect damage, production stoppage, loss of use, lost profit, lost savings, contractual penalties payable by the customer, purchaser claims, data loss and other consequential damage are excluded to the extent legally permissible.**
8. The customer shall appropriately monitor the system and production process and provide loss prevention through suitable data backups and other reasonable organisational and technical measures.
9. SORGO is not liable, to the extent of such causation, for damage or reduced performance caused or contributed to by insufficient, fluctuating or non-compliant utility supply, site installations, third-party components, customer software, customer programmes or process parameters, operating errors or missing maintenance.
10. **Where liability exists in principle and limitation is permissible, total liability is limited to the net order value of the supply causing the damage.**
11. **The limitations do not apply to personal injury, intentionally caused damage, claims under mandatory product liability law or other claims that cannot legally be limited.**

14. Software, remote access, digital access and data security

1. Control software, programmes and visualisations may be used only for the supplied system and within the scope granted. Ownership and copyright remain with SORGO or the respective rights holder.
2. Remote access by SORGO takes place exclusively insofar as technically enabled or permitted by the customer.
3. Without a separate express agreement, SORGO owes neither permanent remote monitoring nor ongoing monitoring of system operation.
4. For remote maintenance, the customer shall provide the necessary technical prerequisites, approvals and current data backups.
5. Networks, firewalls, VPN or other network access, user and permissions management within customer IT systems, updates to customer IT systems and secure management of customer access credentials are the customer's responsibility unless SORGO has expressly assumed these services by contract.
6. Where SORGO provides digital access, customer portals, sales portals or other digital platforms for customers, dealers, sales partners or other authorised users, users, access rights and permissions are defined or assigned by SORGO.
7. Usernames, passwords and other access credentials received by customers, dealers, sales partners or other authorised users must be treated confidentially and protected against access by unauthorised third parties.
8. Access may be used only by the authorised persons and within the permissions granted by SORGO. Passing access credentials to unauthorised third parties is prohibited.
9. SORGO may temporarily or permanently restrict or block digital access in the event of security risks, misuse, suspected unauthorised access, maintenance work, termination of the underlying business relationship or other objectively justified reasons.
10. Changes to software, controls or safety-relevant parameters not approved by SORGO are undertaken at the customer's responsibility. SORGO is not liable for resulting faults or data, product or other damage.

15. Documentation, know-how and confidentiality

1. SORGO® is a registered trademark. All trademark and trade name rights are reserved.

2. Use of the SORGO® brand, SORGO logos or other SORGO marks in advertising, references, publications or other media requires SORGO's prior consent.
3. Drawings, calculations, designs, programmes, documentation and other SORGO know-how remain the intellectual property of SORGO or the respective rights holder.
4. The customer receives only the usage rights required for the intended use of the supplied system.
5. Disclosure, publication, reproduction, reverse engineering or use for other projects is prohibited without SORGO's consent, unless mandatory law provides otherwise.
6. Both parties shall treat non-public technical and commercial information confidentially.

16. Service, spare parts and obsolescence

1. Service, maintenance and spare parts supply require a separate order.
2. Travel, travel time, waiting time, working time, diagnostics, wear parts, consumables and customer-caused effort are charged unless otherwise agreed.
3. SORGO endeavours to ensure long-term spare parts availability but does not owe unlimited availability of discontinued or unavailable third-party components.
4. Technically suitable successor components and necessary adaptation, conversion or programming services may be offered and charged separately.

17. Applicable law and final provisions

1. Austrian law applies, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.
2. The place of performance is SORGO's registered office in Klagenfurt am Wörthersee.
3. The exclusive place of jurisdiction is the court with subject-matter jurisdiction at SORGO's registered office in Klagenfurt am Wörthersee. SORGO is, however, also entitled to sue the customer at its general place of jurisdiction.
4. For translations of these Terms and Conditions, the German version alone governs in the event of differences in interpretation.
5. If a provision of these Terms and Conditions is or becomes invalid or unenforceable, the remainder of the contract remains effective. It is replaced by the legally permissible provision closest to the economic purpose of the invalid or unenforceable provision.
6. Mandatory statutory rights and liability always remain unaffected.
7. Changes to company name, address, legal form, contacts or service address must be notified to SORGO immediately. Notices sent to the most recently notified address are deemed received in accordance with statutory rules.

Company details

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