

## General Terms of Sale and Delivery

### 1. General provisions, scope

(1) These Terms of Sale and Delivery ("Terms of Sale") apply exclusively to legal transactions between us and businesses or legal entities of public law; notably to the supply of goods and analogously also to the performance of services. We do not accept any terms and conditions of the buyer opposing our Terms of Sale, unless we have expressly agreed to them in writing. Our silence regarding the general terms and contract forms of the buyer shall accordingly not be construed in any case as an agreement thereto. Our Terms of Sale shall also apply if we make unconditional delivery to the buyer in knowledge of the conflicting terms of the buyer that deviate from our Terms of Sale.

### 2. Offer, quotation documents

(1) If the order (in writing and/or by email) is to be qualified as an offer to conclude a contract, we may accept it within 2 weeks by sending a contract confirmation or by shipment of the ordered products within the same period.

(2) Our quotations are generally subject to change and non-binding, unless we expressly refer to them as being binding.

(3) We reserve property rights, copyrights and other rights on illustrations, drawings, price, calculations for the production of required moulds and other documents. This also applies to such written documents, which have been earmarked as "confidential." Before any transfer to third parties, the buyer must request our explicit written agreement. The return of documents can be demanded at any time if the order should be placed elsewhere. They shall be relevant for the conclusion of the contract furthermore only if explicit reference is made to them in the order confirmation. Changes to technical specifications of our products, which serve for technical advancement, remain reserved at any time.

### **3. Price, terms of payment**

(1) Unless stated otherwise in the order confirmation, our prices apply "EXW unpacked acc. to Incoterms 2020," without packaging and loading, which shall be invoiced separately.

(2) The statutory value added tax is not included in our prices. It is indicated separately on the invoice in the statutory amount as at the date of the invoice. The buyer declares its agreement that invoices issued to it can also be transmitted in the electronic form if we choose to do so.

(3) All deductions (e.g. discounts) require an explicit written agreement.

(4) Unless stated otherwise in the order confirmation, the net purchase price (without deductions) shall be due for payment immediately from receipt of the invoice. The legal regulations regarding the consequences of payment delay apply. Interest in the amount of 9.2 percentage points above the base interest rate of the Austrian National Bank (according to Sec. 456 UGB [Companies' Act]) shall be invoiced from the first objective payment default, whereas at least 9.6% p.a. We are authorised to invoice dunning fees and/or lawyer fees to the buyer for the pre-trial assertion of our claims.

(5) The buyer shall have rights to offset payments only if its counterclaims have been found valid by final and absolute judgment, or if they are uncontested or acknowledged by us.

### **4. Delivery**

(1) Delivery dates or periods, which have not been expressly agreed as being binding shall be exclusively non-binding information. In absence of deviating agreements, the date of dispatch ex-factory (FCA according to Incoterms 2010) shall be decisive for the observation of delivery dates or periods. They shall furthermore be deemed fulfilled on notification of the readiness for shipment if the deliveries cannot be dispatched on time at none of our fault.

(2) The start of the delivery period indicated by us requires that all technical questions or all other details relevant for the contract are resolved. The observation of our delivery obligation furthermore requires the timely and correct fulfilment of the buyer's obligation, especially ancillary service obligations and duties to cooperate. Approvals from authorities and/or permissions potentially required of third parties for the performance of contracts shall be obtained by the buyer. If such approvals are not received on time, the delivery period shall extend accordingly. The defence of lack of performance of the contract remains reserved for us.

(3) If the buyer is in delay of acceptance or culpably breaches other duties to cooperate, we shall be entitled to request compensation for any damage resulting from this including any additional costs.

(4) The tolerances indicated in the product information and datasheets are permissible for our deliveries, in particular for deviations in dimensions and deformation.

(5) If the conditions of para. (3) are given, the risk of accidental loss or accidental deterioration of the object of purchase shall transfer to the buyer at the point in time when the latter is in delay with acceptance or in default of payment.

(6) We accept liability in accordance with the legal provisions where a delay in delivery is due to any intentional or extremely gross negligent breach of contract for which we are responsible; any fault by our representatives or agents shall be treated as our fault. If the delivery delay is not based on a breach of contract caused by us through intent or extreme gross negligence, our liability shall be excluded. For the rest, the liability limitations pursuant to Section 7 of these Terms of Sale apply.

(7) We are permitted to make partial deliveries and partial performances at any time to the extent this is acceptable to the buyer. In the case of partial invoicing, the corresponding partial payments shall be due immediately on receipt of the relevant invoices.

## 5. Warranty

(1) In accordance with the following terms, we shall be obligated in observation of the agreed terms of payment and pursuant to the following provisions to rectify the defect impairing the functionality, which is present on the handover date and which is due to a fault in the design, material or workmanship. Technical consultations by us generally represent a service performance of informative nature and therefore serve exclusively as technical guidance. Insofar as contents of the technical consultations are not expressly declared to be contents of the contract, no claims of whatever kind may be derived from them.

(2) The warranty claims and all other claims resulting from a defect require that the buyer has fulfilled its statutory duties of inspection and notification of defects. The buyer shall be obligated in particular to review the readiness of the products delivered by us by way of experimental and pilot plants to determine their suitability for use in its specific processes and applications. We shall perform warranty for defects acknowledged by us, at our choice, either by subsequent performance by repair of the defect or by delivery of an object free from defects (replacement delivery). Our fulfilment or acknowledgement of claims under the title of "warranty" shall never represent any acknowledgement by us of other claims of whatever kind, whereas in particular not of any claims under the title of "damage compensation." All claims of the buyer arising from non-performance or deficient performance of contractual or statutory obligations shall be subject to the provisions of Section 7 (General liability limitation) at any rate to the legally permissible extent.

(3) The warranty period is 12 months from the delivery date, unless specific warranty periods have been agreed for individual items of delivery.

(4) Such defects are excluded from warranty, which arise from any arrangement and assembly not instructed by us, insufficient equipment, failure to observe the installation requirements and conditions of use, excessive strain on the parts beyond the output indicated by us, negligent or incorrect handling or use of unsuitable operating materials. The same applies in case of damages, which are due to the actions of third parties, atmospheric discharges, overloads and chemical influences. Warranty can furthermore not be derived for parts that are subject to natural wear and tear. Warranty shall also expire as soon as the buyer or a third party make changes or perform repairs on the delivered items without our explicit agreement.

(5) The statutory assumption of defectiveness is excluded.

## **6. Securities, reservation of title**

(1) We are entitled to customary and recoverable securities, which are acceptable by their nature and extent, for our claims (especially for payment claims) arising from deliveries and/or services. At any rate, no waiver of the provision of such securities can be derived from the isolated or also temporarily not exercised enforcement of this claim to securities.

(2) We reserve title of all products delivered by us until complete payment of all invoiced amounts plus costs and interest.

(3) The buyer hereby assigns to us all its claims arising from a resale of the products subject to the reservation of title, even if they have not been processed further, moulded or mixed, as security for our purchase price claim. We hereby accept the assignment. The buyer is authorised to dispose over the products subject to the reservation of title in the course of the resale with deferment of the purchase price, only on the condition that it simultaneously informs the further buyer on the resale of the assignments for security or notes the assignment in its bookkeeping. On demand, the buyer shall inform us of the assigned claim including its debtor and provide us with all information and documents required for its claim recovery and give notice of the assignment to the third party. In the event of attachment or other claims being brought against it by third parties, the buyer shall be obligated to point out our property right and inform us immediately.

## **7. General liability limitations**

(1) We shall be liable for all damages outside of the scope of the Product Liability Act and subject to para. (3) generally only in cases of intent or extreme gross negligence within the scope of the compulsory legal regulations. The overall liability in these cases shall be limited furthermore in total to 50% of the net contract value of the individual deliveries at the cause of the damage. This total liability cap also covers potential expense refunds/warranty claims or individually agreed guarantee claims.

(2) Our liability is excluded for simple negligence and consequential damages, purely financial losses, indirect damages, punitive damages, production outages, financing costs, costs for replacement energy, loss of energy, data or information, lost profit and damages arising from claims of third parties.

(3) However, we shall also be liable in cases of simple negligence for damages arising from injury to life, body or health and breach of an essential contractual duty; in that case our liability shall be limited to the replacement of the typically occurring, predictable damage.

(4) Furthermore, all claims of the buyer relating to deliveries and services shall lapse by limitation in all cases at the latest 18 months following the decisive date of the transfer of risk and hazard. Any recourse claims of the buyer or the claims of third parties attributable to the buyer's sphere under the title of "product liability" shall be excluded, unless the party eligible for recourse proves that a product fault has been caused through negligence in our sphere.

## **8. Export control provisions**

(1) The buyer undertakes to observe all national and international, especially EU export control regulations, which apply to any transfer of deliveries and any related services rendered to third parties, and to inform us thereof on request with proof of corresponding written documents.

## **9. General provisions, place of jurisdiction, applicable law, place of performance**

(1) If individual provisions of this contract or of these Terms of Sale should be invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that comes closest to the intended economic objective.

(2) The substantively competent court for commercial matters in Vienna shall have exclusive jurisdiction for deciding any disputes, including such regarding its validity or voidness, arising from the contract with buyers who maintain their residence or place of business within the EU (European Union).

(3) All disputes arising from or in connection with the present contract with buyers, who maintain their residence or place of business outside of the European Union (EU), shall be decided finally pursuant to the arbitration rules of the International Chamber of Commerce (ICC) or one or more arbitrators appointed in accordance with these rules. The provisions regarding the expedited arbitration procedure and the expedited procedure shall not apply. The place of arbitration is Vienna, Austria. The arbitration ruling shall be final and absolute and be enforceable by any competent court.

(4) However, we shall also be entitled - in the alternative to paras. (2) and (3) above - to sue the buyer at its place of residence and/or business.

(5) This contract is governed by Austrian law to the exclusion of (i) the international rules on the conflict of laws, and

(ii) the Convention of the United Nations on Contracts for the International Sale of Goods (CISG).

(6) For delivery and payment, the place of our company's registered office shall also apply as the place of fulfilment when the transfer is made at a different place according to the agreement.