

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR DELIVERIES AND SERVICES TO AND INVESTMENTS BY ASTOTEC HOLDING GMBH

Orders by Astotec Holding GmbH (hereinafter "AHG") are subject exclusively to the following terms and conditions of purchase, unless otherwise agreed by separate written agreement:

Where there is no provision for a certain matter, the applicable law in the relevant location shall apply in its most recent version. Where the supplier's terms and conditions of sale and delivery differ from these terms and conditions of purchase, they shall not be recognized by AHG. The supplier shall accept the terms and conditions of purchase of AHG upon receipt and fulfilment of its orders.

1. Tenders

The supplier shall ensure the services/delivery volumes and the level of quality are aligned exactly with those requested by AHG, or highlight any deviations from these. Submission of a tender and consulting services provided by the supplier are non-binding and free for AHG. Enquiries made with third parties for the purpose of submitting a tender are also non-binding for the supplier. The supplier is required to independently gather information on all factors that may affect performance of the deliveries and/or services or the subject of the enquiry made by AHG.

2. Order placement

Orders are only valid under law if they are issued with an AHG order number. Orders placed verbally or over the phone therefore require subsequent written confirmation.

Other verbal agreements or changes to the order are only effective if they are confirmed in writing by AHG's purchasing department. Transfer of the order to a third party, in whole or in part, requires the express approval of AHG in advance.

Any questions regarding orders are to be addressed solely to AHG's purchasing department at the Hirtenberg site.

Our order is to be returned by the supplier within 10 days, signed by an authorized representative of the company, to AHG's purchasing department, as order confirmation. Where there is no return or no dispatch of the order confirmation, it shall be assumed that the supplier agrees to the AHG order; otherwise, AHG reserves the right to cancel its order. Any deviations from our order must be clearly noted and are only valid if expressly approved by AHG's purchasing department in writing.

3. Price and packaging

Where the price and packaging are not already defined in the order, but named at a later time, they shall only become valid once they are accepted by AHG's purchasing department in writing.

The goods shall be packaged in a way that is compliant with law, customary for trade, appropriate for the purpose and free from faults. Packing materials shall be returned via FCA from the relevant point of delivery.

4. Delivery date

Unless otherwise agreed, delivery dates are the dates the products are due to arrive at their destination.

As soon as the supplier becomes aware that a timely delivery or provision of service is no longer possible, in whole or in part, they must inform AHG immediately, providing an explanation and the expected duration of the delay.

In the event of a delivery delay, AHG is entitled to request subsequent deliveries within a specific grace period or to withdraw from the contract: this shall not affect the right to claim damages.

AHG reserves the right to invoke any agreed contractual penalty or to assert damages beyond this, even if a partial delivery is accepted by AHG without reservation at a later time.

Early delivery or performance of services is only possible with the agreement of AHG.

If the supplier becomes aware that the agreed delivery or service dates cannot be met, they must inform AHG's purchasing department immediately, specifying the likely duration of the delay.

If the delivery or service date cannot be met for reasons of force majeure or due to subsequent demands made by AHG, AHG's purchasing department must be notified as soon as possible in writing.

5. Delivery, shipment, insurance

Unless otherwise agreed, deliveries and shipments shall be made free of charge at the supplier's own risk and expense (i.e. "delivered at place" – Incoterms 2010). If other delivery terms are agreed, the shipment guidelines provided by AHG must be followed exactly; the supplier shall be exclusively liable for any potential damages or costs arising from non-compliance with these guidelines, including freight charges, demurrage charges, customs duties

and similar. The supplier shall also be liable for any additional costs for express shipment required as a result of a delay in delivery, without exception. Where no shipment guidelines are available, the method of shipment that is most convenient for AHG shall be chosen. Shipment by freight forwarder always requires the approval of AHG; in such an instance, both AHG's shipment guidelines and order number must be shared with the forwarder and potentially the freight company. A single copy of the dispatch note must be shared with AHG upon shipment of the delivery. A packing slip or delivery note, together with all order information, must be included with the shipment itself. In the case of delivery of hazardous goods, existing guidelines from authorities must be followed, particularly those relating to the fulfilment and identification of packaging. The supplier shall insure deliveries against damages of any kind, at its own expense. Costs for transportation insurance shall only be borne by AHG following express agreement. The supplier shall be liable for any potential fees and duties.

6. Inspections

The supplier grants AHG and its customers the right to inspect any activities associated with fulfilment of the order at any time. Access to the relevant workplaces and documents shall be granted.

7. Quality assurance

When fulfilling the delivery or service, the supplier and its subcontractors are required to apply quality assurance principles in accordance with the latest applicable norms and standards.

AHG and its customers have the right to audit the quality assurance system of the supplier and its subcontractors at any time.

8. Order acceptance

Final acceptance of the delivery or service shall only occur following inspection of the entire delivery or service at the receiving plant, even if receipt has already been confirmed by AHG or the invoice paid. Accordingly, AHG reserves title in the goods. Excess or under delivery of the ordered volumes shall only be accepted with the written agreement of AHG's purchasing department.

The goods must be delivered with all the relevant shipping documents, including the AHG order information.

9. Transfer of risk

Independent of the agreed delivery terms, risk shall be transferred to AHG only upon proper acceptance of the delivery, including all shipping documents, at the destination.

10. Warranty, notification of defects

The warranty is legally assured and, unless otherwise expressly agreed in writing, covers movable goods for 24 months and immovable goods for 36 months.

In principle, on discovery of any defects, AHG is entitled to choose between a price reduction, free optimization, free exchange or, in the event of significant defects that cannot be rectified, complete or partial withdrawal from the contract. At the request of AHG, the supplier must exchange or optimize defective goods or services immediately, at its own risk and expense. (The warranty term shall restart at the time at which the optimization is made or the exchange is provided.)

For defects that occur or that are first identified during processing or use, AHG is entitled to demand compensation for any resulting costs.

If it is discovered during random spot checks that the delivery or service does not correspond to the order or the service specification, the entire delivery or service can be returned. Irrespective of the legal rights relating to a warranty from the supplier, in urgent cases or where the supplier does not intend to comply with its obligations in the warranty within an appropriate time frame, AHG is entitled to rectify the defects or damage at the supplier's expense. AHG must be reimbursed for the costs of any such subsequent work in the full amount, including if they are higher than they would be if the work were performed by the supplier.

AHG has a term of two years to lodge a complaint about defects. In the case of hidden defects, AHG can lodge a complaint at any time following expiry of this two-year period.

Upon acceptance of the order, the supplier expressly declares that the delivery item does not infringe upon any rights, in particular the intellectual property rights of third parties. Nevertheless, where there is an attempt to assert the rights of a third party, the supplier is obliged to indemnify AHG against any and all claims and compensate AHG in full for any resulting damages. In the event that the delivered and installed goods fail to comply with product liability law and a claim is made against AHG, the supplier shall indemnify in full.

For a period of 10 years (11 years for safety components) from the last delivery, the supplier must, with respect to the products delivered and installed by them, provide the names of the relevant manufacturer, importer or subcontractor upon request of AHG, or immediately provide AHG with appropriate documents and evidence, such as production documents and documents that disclose the

production and delivery batches and/or the time of production and delivery, for the purpose of defending against third party product liability claims.

The supplier must have sufficient insurance to cover the risk described above and provide evidence of this to AHG upon request.

11. Safety and the environment

The supplier must take precautions to ensure that any services to be delivered at one of our locations (construction activities, etc.) comply with the applicable national worker safety law and our internal safety guidelines.

Additionally, each delivery must comply with the regulations in the national law for worker safety, in its most recent version.

The relevant safety data sheets must be included with each delivery, in their most recent version.

All containers carrying goods that may pose a risk to the safety of people or the environment must be clearly marked with the correct international hazard symbols, as well as warnings in German and English.

12. Accounting

Invoices must be addressed exclusively to AHG's Hirtenberg site and sent by post or preferably by email directly to AHG's accounting department:

accounting.ahg@astotec.com

Invoices must specify the order number and all order and delivery data required for identification. For labour services, a certificate of work or time statement confirmed by AHG or an acceptance report must be attached to the invoice.

13. Payment

Payments shall only be made by AHG following receipt of the goods, after work is performed in the proper fashion and to the agreed quality standard, as confirmed by AHG in writing on the delivery note, certificate of work or time statement, or on an acceptance report, and following receipt of the invoice. Unless otherwise agreed, payments shall be made within:

30 days with a 3% discount or within 60 days in full

The payment term begins on the date on the delivery note for goods delivered or, for work performed, with the certificate of work or time statement signed by both parties or the acceptance report, and following receipt of the invoice.

Payment shall be made by bank transfer to the bank account specified by the supplier on the invoice. The supplier shall bear all fees related to transfer and processing of the payment.

In the event of defective delivery or service, AHG is entitled to withhold the entire payment until proper and complete fulfilment of the order.

Cash on delivery shipments shall only be accepted where agreed.

Should additional costs arise for AHG as a result of one or more of the documents requested in the order not being present, these costs shall be passed on to the supplier. Furthermore, the payment term shall only begin upon the date these documents are received.

The supplier is not authorized to assign its debts or have them collected by third parties without the prior written approval of AHG.

14. Compensation for damages/Liability

Unless otherwise specified, compensation for damages shall be based on legal guidelines.

Unless a separate liability provision exists within these terms and conditions, the supplier shall only be required to provide AHG with compensation for damages that arise directly or indirectly due to a defective or delayed delivery or service, due to infringement of government or authority safety guidelines or for other reasons attributable to the supplier.

The supplier shall indemnify AHG, its employees, representatives, successors, legal successors and customers against all damages, costs, liability for damages, claims, legal disputes and other liabilities (including costs for repairs and replacements; compensation for consequential damage, legal expenses and lawyer fees) that are based on a defect for which the supplier is responsible.

At the request of AHG, the supplier shall immediately assume the defence against any claims made or threatened by a third party against AHG.

The supplier's liability for damages exists even when it is the cause of the damage.

The supplier is required to ensure it has sufficient liability insurance to cover the work to be performed at one of our sites and to provide the customer or AHG's purchasing department with proof of this insurance upon request.

15. Withdrawal/Cancellation

AHG reserves the right to withdraw from the contract in whole or in part, at any time, including for reasons unrelated to the supplier. In such an instance, AHG must reimburse the supplier for any costs incurred and documented at the time of conclusion of the contract. Any further claims by the supplier are excluded.

Should the supplier suspend its payments or if bankruptcy proceedings are opened against its assets or judicial or extra-judicial settlement proceedings are initiated, AHG is entitled to withdraw from the contractual relationship with immediate effect if the majority of the supplier's company shares are sold to third parties.

16. Force majeure

Force majeure, which includes all forms of war, acts of terror, pandemics, natural disasters and other unforeseeable, unavoidable and severe events, shall exempt the contractual partners from their contractual obligations for the duration of the disruption and to the extent of their effect. The contractual partners are obliged, insofar as is reasonable, to provide one another with the necessary information without delay, and to adapt their obligations to the changed circumstances in good faith. The following do not fall under force majeure: strikes, production errors, defective goods, supply bottlenecks and delays by subcontractors.

If the force majeure event lasts longer than four weeks, the supplier and AHG will look for a way to manage its effects through negotiation. The contractual partner who invokes the event of force majeure must provide evidence of this to the other contractual partner.

17. Compliance

The supplier must not engage in any activities/must refrain from all activities that may lead to criminal liability due to fraud or deception, violations of competition law, the granting of advantages, bribery or similar activities (offences or crimes) by individuals employed by the supplier and/or ruling powers and/or third parties. Even in the case of an isolated violation, AHG is entitled to cancel/conclude all contractual relations with the supplier with immediate effect. The supplier is required to observe the following principles and rights in the production and procurement of the delivery items and performance of work, worldwide:

- Respect for human dignity and human rights, prohibition of child labour and forced labour;
- No discrimination based on religion, ethnic origin, nationality, age, disability, sexual orientation or similar;
- Compliance with safe and fair working conditions;
- Responsible treatment of all employees and a responsible attitude to environmental protection;
- Compliance with workplace health and safety requirements.

The supplier will make every effort to share the contents of this provision with its own suppliers.

18. Advertising

Use of the customer's enquiries, orders, order confirmations and any related correspondence for advertising purposes is not permitted.

19. Confidentiality

The supplier undertakes to treat all unpublished business, technical and legal information and documents made available to them over the course of the business relationship as trade secrets.

Documents, in particular drawings and similar items, may not be shared with unauthorized third parties or otherwise made accessible. Reproduction of such documents is only permitted within the scope of operational requirements and in compliance with copyright provisions.

The supplier must require that subcontractors comply with the same terms.

20. Place of performance/Jurisdiction

The place of performance for the delivery of a service or goods is the agreed company site/delivery location. If no such agreement exists, the service/delivery location shall be the AHG delivery address/unloading point or AHG headquarters, whichever is defined by AHG.

The legal venue is the responsible court in Wiener Neustadt, Austria, as agreed.

21. General terms and conditions

Should one of the provisions in these terms and conditions and the additionally reached agreements be or become invalid, this shall not affect the validity of the remaining provisions. The contractual partners are required to replace the invalid provision with a new provision that is as close as possible to the original in its economic and legal objectives.

Austrian law applies.

Application of the United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods in its most recent version and private international law rules are excluded. Retention of title asserted by the supplier is not recognized.