

**Astotec
Metal Processing GmbH**
Leobersdorfer Straße 31–33
2552 Hirtenberg
Austria

T +43 2256 811 84-0
T +43 2256 811 84-290
E metalprocessing@astotec.com
www.astotec.com

1 / 5

Terms and Conditions of Purchase Astotec Metal Processing GmbH

I. Orders

1. Supply contracts (orders and acceptances) and call-off contracts, as well as any associated changes, must be agreed in writing (fax or email is sufficient). Orders placed under a call-off contract (blanket orders) may also be placed by other methods of remote data transmission.
2. Confirmations of orders and blanket orders must be sent within one week. If delivery is performed within this period, order confirmation is not required. Orders and blanket orders become binding if the supplier does not raise an objection within one week.
3. The company placing the order ("the buyer") may request changes to the delivery items insofar as this is reasonable for the supplier. Any changes to the costs and/or delivery date(s) must be made by mutual agreement. The parties shall conclude this agreement in good faith and based on objective criteria. The supplier may not reject a reasonable proposal made by the buyer to this effect without good cause.

II. Payments

1. Payments made by the buyer must be made in line with the respectively agreed deadlines, subject to the timely receipt of associated, verifiable invoices. Where the buyer accepts early delivery, the payment due date will be based on the original delivery date.
2. The buyer shall pay by bank transfer.
3. In the event of non-conforming delivery, the buyer is entitled to delay payment until the order is correctly fulfilled.
4. The supplier is not permitted to assign claims or have them collected by a third party without the buyer's consent, which will not be unreasonably withheld.
5. Invoices must feature the buyer's order number and, where required for the order, the item number. Invoices cannot be verified or paid without this information. One invoice must be issued per delivery note.
6. The buyer reserves the right to take into consideration its own counterclaims or those of other companies within the same group when making payments.

III. Notification of defects

Notification of delivery defects must be sent immediately in writing (fax or email is sufficient) as soon as they are discovered in the ordinary course of business. In this respect, the supplier waives its right to object to delayed notifications of defects. The supplier expressly waives its right to object to notifications of defects that were not made or not properly made pursuant to §377 of the Austrian Commercial Code.

IV. Confidentiality

1. The parties shall keep confidential all commercial and technical information arising from their business relationship.
2. Documentation and equipment provided by the buyer for the purposes of fulfilling orders may only be shared with third parties (e.g. subcontractors) with the buyer's consent. Making copies of any such documentation is only permitted to meet operational requirements and taking into account all relevant copyright laws.
3. Subcontractors are also subject to these obligations.
4. Use of the business relationship for promotional purposes requires the written consent of the buyer.

V. Delivery deadlines, volumes and periods / terms of shipment

1. The supplier shall ensure reliable delivery.
2. Agreed delivery deadlines, volumes and periods are binding; receipt of the shipment at the specified place of delivery is decisive in this regard.
3. In the case of FCA deliveries ("named place of delivery"), shipments must be delivered and the carrier notified in a timely manner.
4. Incoterms shall apply in their most recent version.

VI. Delivery delays

1. Where the supplier recognises that an agreed delivery deadline cannot be met, it shall notify the buyer immediately, specifying the duration of the likely delay. The buyer reserves the right to accept subsequent delivery within an appropriate grace period or to withdraw from the contract.
2. In the event of a delay, the buyer may charge a contractual penalty in the amount of 5% of the value of the delivery (max. 20%) for each new week past the delivery deadline that is ultimately agreed by the buyer and supplier in writing. Damages above and beyond the contractual penalty (e.g. excess freight charges or back-up purchases in the event of non-fulfilment), must also be compensated.
3. The buyer shall not unreasonably request damages and shall consider the financial circumstances of the supplier and the nature of the business relationship in its calculations.

VII. Force majeure

Any delays or defects arising from force majeure in the fulfilment or non-fulfilment of the supplier's obligations according to these terms and conditions, insofar as these can be traced back to a specific event or incident (e.g. circumstances caused by natural phenomena, government authority actions, fire, floods, explosions, natural disasters, war, labour disputes (including lockouts and strikes), or court orders or injunctions), shall exempt the parties from their performance obligations for the duration of the disturbance and to the extent of its effect. The parties shall make reasonable efforts to immediately provide the required information and adapt their obligations to the changed circumstances in good faith. During any such period, the supplier shall grant the buyer the right to emergency production, or the buyer may procure products from another source of its choosing.

VIII. Right to emergency production

The supplier shall grant the buyer the right to emergency production if, despite the setting of a reasonable grace period for fulfilment of the contract, it is unable to comply with its obligations, in whole or in part, in a timely manner or to the required quality standard. Any additional costs resulting from this shall be borne by the supplier.

IX. Quality and documentation

1. The supplier shall manufacture the relevant delivery items with the specific properties and characteristics defined or approved by the buyer and shall assure the quality of its production using state-of-the-art technology in such a way that the buyer can expect defect-free deliveries. Any changes to the delivery items proposed by the supplier require the consent of the buyer.
2. Where the buyer requests samples as part of its order, these are to be provided on the agreed date and with a sample test report produced by the supplier in accordance with the buyer's requirements. Series production may only begin upon receipt of the buyer's approval.
3. Irrespective of the general responsibility of the supplier regarding quality, the buyer shall offer to support the supplier in matters regarding quality assurance and improvement at the supplier's request and in accordance with its own capacity.
4. For items requiring documentation, the supplier shall keep ongoing records of when, how and by whom compliance with the relevant characteristics is inspected, and what the outcome of these inspections are. These documents must be retained for at least 20 years and made available to the buyer on request. Where applicable, this obligation also applies to representatives of authorities who are responsible for verifying compliance with legal requirements in the finished products made using the delivery items.
5. The supplier shall ensure that any subcontractors are also subject to the obligations in this provision.

X. Warranty

1. In the event of the delivery of defective goods, the buyer shall notify the supplier and provide reasonable opportunity for the supplier to remove, repair or redeliver the goods. Where the supplier is unable to use this opportunity or cannot do so promptly, the buyer is entitled to withdraw from the contract and return the goods at the supplier's risk and expense. In urgent cases, the buyer may, in agreement with the supplier, carry out repairs or improvements itself or through third parties; any resulting costs shall be borne by the supplier. In the event of a defective or delayed delivery by the supplier, the buyer is entitled to withdraw from the

contract after the first unsuccessful complaint regarding said defect or delay and extension. If the supplier wishes, the buyer shall return any rejected parts at the supplier's risk and expense.

2. The warranty term is 24 months from the commissioning/initial approval of the product or vehicle equipped with the delivery item, or a maximum of 36 months from the date the goods are delivered.
3. Unless otherwise specified in these terms and conditions, warranties are subject to the relevant laws.

XI. Liability

Unless otherwise specified herein, the supplier shall be liable for damage or loss arising from its actions:

1. The supplier shall exempt the buyer, its employees, staff, representatives, successors, legal successors, customers and users of the goods from liability for all damages, costs, compensation, claims, legal disputes and obligations (including recall, repair and replacement costs; consequential damages, legal expenses and lawyer fees) which are attributable to a defect in the goods for which the supplier is responsible. At the request of the buyer, the supplier shall immediately undertake the defence against any legal proceedings initiated or threatened by a third party against the supplier and/or the buyer.
2. Where a claim is made against the buyer on the basis of strict liability pursuant to mandatory domestic or foreign law, the supplier shall advocate on behalf of the buyer as if it is directly liable itself. There is no obligation to indemnify if we can exclude our liability vis-à-vis the buyer's customers.
3. Compensation claims are excluded where the buyer handles or uses the delivery items in an improper way.
4. The buyer shall notify the supplier immediately if the buyer has to assert a claim against the supplier under these rules in order to give the supplier the opportunity to investigate the relevant damage or defect. This will not have any delaying effect in the proceedings.
5. The supplier shall ensure it has sufficient insurance against the risks arising from its liability and shall provide the buyer with proof of this insurance upon request. In the event of a breach of this obligation, the buyer shall immediately withdraw from the contract.

XII. Industrial property rights

1. The supplier shall be liable for claims that arise from violations of industrial property rights or patent applications associated with the contractual use of delivery items. It shall fully indemnify the buyer and its customer(s) for all such claims and/or provide full compensation for all damage resulting from this. This applies in particular to costs arising from transportation, installation, development and other associated costs.
2. The supplier shall not be liable for claims arising from use of the buyer's documentation or equipment.
3. The contracting parties shall inform one another of any claims filed or threatened in order to give each other an opportunity to counter any such claims in an amicable manner.
4. The supplier shall notify the buyer of any industrial property rights or patent applications relating to the delivery items.

XIII. Documentation and equipment

1. The use of our documentation and equipment for manufacturing for third parties is subject to the express consent of the buyer.
2. The management and safekeeping of the buyer's equipment are subject to the "Special terms and conditions for equipment".

XIV. Materials

1. When manufacturing products (and delivering services) for the buyer, the supplier shall use environmentally friendly materials and substances and shall ensure that all materials and services delivered by subcontractors fulfil the same requirements, insofar as is reasonably possible.
2. The supplier shall ensure that the delivered goods and packaging materials are environmentally friendly and that all waste relating to products, material and packaging is disposed of properly. At the request of the buyer, the supplier shall provide corresponding proof and records for the goods delivered.
3. The materials to be procured shall comply with all valid legal requirements regarding restricted, toxic and harmful substances and comply with the prevailing regulations regarding the environment, electricity and electromagnetic fields.

XV. Licence

The supplier hereby grants the buyer a non-exclusive, cost-free, irrevocable, worldwide licence for the repair, redesign, reproduction and relocation of the goods. Furthermore, the supplier grants the buyer a non-exclusive, fully paid-up, irrevocable, worldwide licence to use all proprietary material belonging to the supplier that is made available to the buyer over the course of the supplier's contractual performance and that is relevant to the products.

XVI. Product life and spare/replacement parts

To ensure Astotec Metal Processing GmbH can fulfil its obligation to deliver spare/replacement parts to its customers, the supplier shall, irrespective of the duration of this contractual relationship, deliver the required spare/replacement series-identical parts for a period of 15 years from the conclusion of series production of the end product, regardless of the reason for its conclusion. With prior written agreement (fax or email is sufficient), the supply of spare/replacement parts similar to those produced in series production is also permissible provided that the functionality of the spare/replacement parts is unaffected.

Deliveries of spare/replacement parts are subject to the terms of this Nomination Letter. Only the price shall be agreed separately between the two parties. The parties shall base this price on the pricing structure in this Nomination Letter. Prices shall be adapted in line with the prevailing market conditions or any potential cost analyses carried out. The parties shall conclude this agreement in good faith and based on objective criteria. The supplier may not reject a reasonable proposal made by Astotec Metal Processing GmbH to this effect without good cause.

Any calculation of the costs for spare/replacement parts without an order in writing (fax or email is sufficient) by Astotec Metal Processing GmbH is non-effective. In well-substantiated, exceptional cases, the supplier's delivery obligation regarding components identical to those produced in series production may be regulated differently by mutual, written (fax and email is sufficient) agreement (e.g. alternative product, advance purchase of the anticipated spare/replacement parts needed, etc.). Where Astotec Metal Processing GmbH uses the supplier's standard products in its products, the supplier shall ensure that the duration of series production is aligned with the product's service life. In particular, this applies where these products are produced using the supplier's expertise and are therefore difficult or impossible to substitute.

XVII. Compliance, social responsibility and sustainability

1. The supplier shall refrain from any actions that may lead to criminal liability through fraud or deception, violations of competition law, granting or acceptance of special benefits, bribery or similar offences (crimes or wrongdoings) in the meaning of the Austrian Criminal Code, the Austrian Law on the Responsibility of Associations, and the Unfair Competition Act, etc. This extends to people employed by the supplier and/or in positions of power and/or third parties. In the event of a single violation, the buyer is entitled to cancel its transactions and immediately terminate all contractual relations with the supplier with immediate effect. In general, the supplier is required to comply with all relevant laws and regulations (directives and regulations, etc.) that affect the supplier and its contractual relationship with the buyer.
2. In the manufacture and procurement of delivery items, the supplier shall ensure the following rights and principles are complied with worldwide:
 - Respect for human dignity and human rights; a ban on child labour and forced labour, and a ban on human trafficking
 - No discrimination on the basis of religion, ethnicity, nationality, age, disability, sexual orientation or similar
 - Compliance with socially adequate working conditions
 - Responsible actions and behaviour by all employees with respect to sustainability and environmental protection
 - Compliance with workplace health and safety requirements
 - Recognition of freedom of association and effective recognition of the right to collective bargaining
3. The supplier is expected to ensure that all legally required permits, licences, inspection and audit reports, are available in their latest version for review at any time. Furthermore, the supplier shall commit to environmental sustainability as follows:
 - Tracking and documenting energy usage and greenhouse gas emissions with the goal of reducing these
 - Conserving water by assessing water stress in the company and throughout the entire life cycle and/or integrating water management into the strategic goals of the company
 - Monitoring air emissions; integrating emissions controls into the strategic goals of the company; producing an emissions plan that meets or exceeds legal requirements
 - Setting goals to reduce waste and establishing a waste management hierarchy that prioritises different ways to reduce waste:
 - Avoiding, reducing, reusing, recycling, removing and disposing of waste
 - Promoting and supporting the use of sustainable, renewable resources in efficient ways so that waste and residual materials are minimised across the entire product life cycle
 - Handling and disposing of all waste using safe and responsible methods that protect the environment and the health and safety of employees and local communities
 - Identifying and managing chemicals in a way that ensures they are handled, transported, stored, used, recycled/reused and disposed of safely
 - Providing product/material safety data sheets that fulfil all applicable laws and guidelines

- Working on programmes (e.g. IMDS or similar) to collect data from material manufacturers for all components and identify all process chemicals and intermediates that are classed as hazardous substances under local law, or that are to be treated as such
- Evaluating the completeness of data on hazardous substances using bills of materials; identifying data bottlenecks and taking corrective measures to ensure that data can be traced back to the manufacturer of the relevant material

XVIII. General provisions

1. The filing or opening of bankruptcy proceedings against a party entitles the parties to withdraw from the any parts of the contract not yet fulfilled. The affected party shall notify the other party immediately of any such event.
2. Should any individual provision of the present Terms and Conditions of Purchase become invalid, this shall not affect the validity of supply contracts as a whole. In these circumstances, the parties shall make a reasonable effort to identify a replacement provision that reflects as closely as possible the commercial effect of the original provision.
3. Any retentions of title shall not affect the intended use of the delivery items.
4. Austrian substantive law applies.
5. The place of jurisdiction is the Wiener Neustadt Regional Court.