

1. General

- (1) The processing of the parts provided by the contractual partner shall be made on the basis of the following general conditions of contract. They shall be the basis for all offers and agreements and shall be deemed to be acknowledged by placing the order or acceptance of the service for the duration of the entire business relationship. Any deviating conditions that have not been expressly acknowledged in writing shall not be binding, even if they were not expressly rejected.
- (2) No oral agreements have been made outside this contract.

2. Offer and conclusion of contract

- (1) Our offers shall always be subject to confirmation, i.e. they are merely requests to the contractual partner to place a respective order. A contract shall only be concluded upon our acceptance of the order. Our confirmation of order and the information there specified shall be relevant for the content and performance of the order.
- (2) The scope of delivery shall be in accordance with the confirmation of order. Variations of measures, weights and/or number of units shall be permissible within customary tolerances. Unless otherwise agreed, the contractual partner shall accept a standard reject rate of 2% of the goods to be processed by us without this leading to claims they can assert to us.
- (3) We shall reserve the proprietary rights and copyrights in quotations, drawings, calculations, sampling records, programmes, etc. The contractual partner shall not disclose these documents to third parties without our express consent.
- (4) The contract shall be concluded subject to punctual and complete delivery of required materials. This shall solely apply for the event that we are not responsible for the non-delivery, especially with conclusion of a congruent hedging transaction with our sub-supplier. The contractual partner shall be informed immediately about the non-availability of the performance. Where applicable, the counter-performance shall immediately be reimbursed.

3. Prices – terms of payment

- (1) Unless otherwise stated in the confirmation of order, the prices shall apply ex works Dornbirn excluding transport packaging (cf. item 6.). The statutory value-added tax shall not be included in the prices; it shall be shown separately in the invoice in its statutory amount at the invoicing date.
- (2) The calculation of our services shall be made on the basis of our prices valid on the date of conclusion of the contract. We shall be entitled to reasonably change our prices if cost reductions or increases occur after conclusion of the contract, especially due to changes to collective agreements or material prices. We shall provide evidence of such price changes on demand.
- (3) If payment is agreed to be made in a currency other than Euro (foreign currency), we shall reserve the right to reduce and/or increase the foreign currency receivable upon invoicing in such a way that the amount shown on the invoice corresponds to the value in Euros that is calculated on the basis of the foreign currency debt at the time of conclusion of the contract; for framework contracts at the time of the individual call-offs.
- (4) All payments shall be due within 30 days after invoicing net cash without deduction. Bills of exchange shall only be accepted upon prior written agreement.
- (5) Payments shall only be deemed to have a debt-discharging effect when the amount is finally credited to our account and available. We shall reserve the right to use payments for the settlement of the oldest payable invoice items plus the default interest and costs accrued in the following order: costs, interest, principal amount.
- (6) If the contractual partner is in delay with payment, we shall be entitled to declare all receivables due. This shall also apply in case of delay

of payment through no fault of the contractual partner. If the deadline for payment is not met, we shall also be authorized to demand collateral security or advance payment. Payable outstanding debts shall bear interest of 8% above the base rate.

- (7) Assertion of further damage shall remain reserved; this shall especially also apply to higher interest on potential credit accounts accrued due to non-payment. The contractual partner shall be at liberty to prove lesser damage.
- (8) The contractual partner can only set-off against our claims if their counter-claim is undisputed or a legally enforceable title exists; they may only assert a right of retention if it is based on claims from this contract.
- (9) For services rendered within the EU, the contractual partner shall inform us prior to carrying out a turnover about their respective sales tax identification number by means of which they carry out the profit and income taxation within the EU. For performances of Austria into countries outside the EU which are not carried out or effected by us, the contractual partner must provide us with proof of exportation required for tax purposes. If this proof is not provided, the contractual partner must pay the sales tax to be charged for the service within Austria from the invoice amount as well.
- (10) In case of default, the contractual partner shall be obliged to reimburse the accruing reminder and collection expenses. The contractual partner shall reimburse the costs of the collection agency in accordance with the respectively applicable ministerial regulation about the maximum rates of the remunerations the collection institutions are entitled to.

4. Provision of goods

- (1) Compliance with the agreed delivery period shall require that the contractual partner provide us with the goods to be processed in due time, i.e. at least 24 hours prior to processing. If the contractual partner is in default with their obligations to provide and co-operate, we shall be entitled to withdraw from the contract and claim damages upon setting a grace period of 14 days in writing.
- (2) At the time of handover, the contractual partner shall transfer the ownership of the goods to be processed by us and/or the expectant rights to acquisition they are entitled to by way of security to us. The contractual partner shall be obliged to inform us about third party security interests in the goods to be processed by us until the handover at the latest.
- (3) The risk regarding the goods to be processed by us shall be transferred upon handover of the goods at our place of delivery.
- (4) Unless otherwise agreed, we shall not be obliged to carry out a receiving inspection of the goods to be processed by us.
- (5) The parts provided by the contractual partner must be in perfect, defect-free condition and have the same quality they need to have when delivered to other third parties, especially final customers. The contractual partner shall be liable according to this requirement for the quality, dimension accuracy, function, surface property, condition as delivered, packaging, etc. of the parts provided by them.
- (6) If the provided parts do not meet this requirement, we shall reserve the right to take corresponding measures or, where necessary, to reject the provision. All resulting costs, expenses and damages of any kind, particularly those caused by an associated delay, shall be borne only by the contractual partner.

5. Delivery

- (1) Delivery times and deadlines that can be agreed with binding or non-binding effect shall be indicated in writing. Delivery deadlines shall commence upon conclusion of the contract, however, upon the date of confirmation of order at the earliest.
- (2) If we are prevented from delivering the goods processed by us on the

agreed date or within the agreed period due to circumstances we or a vicarious agent are responsible for (default), we shall be liable in accordance with statutory provisions. If we are or the vicarious agent is not responsible for the default in delivery, we shall only be liable for foreseeable and usually occurring damage. If the default is merely based on a breach of a non-essential contractual duty, the contractual partner can assert lump-sum default damages amounting to 3% of the value of delivery per complete week of default; however, to a maximum of 15% of the value of delivery. The value of delivery shall be the net amount agreed for our service.

- (3) Force majeure and events that temporarily prevent us from delivering the processed goods on the agreed date or within the agreed period without this being our fault (e.g. strike, lock-out, interruption of operations, sickness, weather conditions or traffic disruptions, delays in delivery of raw materials or machines, war or sovereign regulations) shall entitle us to postpone delivery or service by the duration of the disturbance plus a reasonable warm-up time. If respective disturbances lead to a delay in services of more than two months, the contractual partner may withdraw from the contract. Other rights of rescission shall remain unaffected.
- (4) The contractual partner shall be obliged to accept the processed goods. If the contractual partner is in default of acceptance, we shall be entitled to claim compensation for the resulting damage. This shall be 15% of the agreed net delivery price. The contractual partners shall reserve the right to assert a higher and/or lower damage.
- (5) If the contractual partner has to call off or accept the goods within a certain period, we shall be entitled to invoice the purchase price upon expiry of this period or to withdraw from the contract in whole or in part after setting a reasonable grace period. If a call-off order has been made and a call-off period was not agreed, we shall be entitled to deliver the goods upon prior notification after the expiry of six months after the issue of our confirmation of order or to withdraw from the contract after expiry of a reasonable grace period.
- (6) For collection by the contractual partner or by the commissioned freight carrier, the agreed dates must be met. In case of non-compliance with the collection date for goods which we reported are ready to dispatch, we shall be entitled to dispose of the material on the next day. The contractual partner shall bear all costs accrued due to late collection or provision of means of transport. If the contractual partner fails to meet the delivery times and dates agreed for orders for delivery of several sub-quantities, we shall be entitled upon expiry of a grace period set to deliver the remaining goods, to withdraw from the part of the order not yet performed or to claim damages due to non-performance.
- (7) We shall be entitled to make partial deliveries; they shall be deemed to be individual transactions.
- (8) If the contract constitutes a fixed-date transaction, we shall be liable according to statutory provisions. The same shall apply correspondingly in case the contractual partner is entitled as a consequence of the default we are responsible for to assert that their interest in the further execution of the contract no longer applies.

6. Transfer of risk - packaging

- (1) The risk shall be transferred to the contractual partner upon dispatch of the object of purchase when it is handed over to the person who carries out the transport or when the goods have left our warehouse for the purpose of dispatch.
- (2) We shall only take out transport insurance on the contractual partner's request given in due time and at their cost.
- (3) The contractual partner shall provide us with the packaging materials for the goods processed by us free of charge. The packaging must be designed in such a way that the processed goods will not be damaged during transport. We shall not be liable for damages to the processed goods caused by defective packaging materials. If goods are packed in a way which is beyond normal commercial practice on

the contractual partner's demand, the contractual partner shall bear the accruing costs.

- (4) Unless otherwise agreed, we shall not take back any transport packaging or other packaging.

7. Technical specifications

- (1) Unless otherwise agreed, the contractually owed processing work shall exclusively be in accordance with the specifications agreed in writing. Supplements made orally, changes and collateral agreements as well as special agreements with employees and representatives shall only become legally effective upon written confirmation.
- (2) Characteristics of patterns and samples and/or drawings shall only be binding if they have been expressly agreed in writing as condition of the goods to be processed in terms of guaranteed characteristics.
- (3) Information on condition and shelf life as well as other information shall only be independent warranties if they have been expressly agreed and described as such.
- (4) Technical data such as times, speed, discharge capacity, program flows or ratio of components shall only be considered as approximate average values. Deviations that are inevitable despite all due care during processing of the goods shall expressly remain reserved. They shall only be deemed to be defects if they result in substantial changes of the material properties of the processed goods or the resulting finished product.
- (5) We shall not accept any warranty for the finished products manufactured from the components to be delivered. We shall particularly not be liable with respect to the functional properties and fields of application of these products. Application, use, and processing of the products occur outside our scope of influence and are thus only in the contractual partner's area of responsibility.
- (6) Our application-oriented expert advice, whether orally, in writing or by trials shall be provided to the best of our knowledge; it shall, however, only be deemed to be non-binding suggestions. Thus, no guarantee for the actual properties and/or applications shall be assumed. The contractual partner shall not be released from their own inspection of the goods delivered by us for their suitability for the intended procedures and purposes with respect to possible industrial property rights of third parties.

8. Warranty

- (1) We shall guarantee the ordered goods' freedom from defects at the time of handover according to the respective state of the art, however, limited to the processing carried out by us.
- (2) The contractual partner's claims for remedying defects shall primarily be limited to a claim for supplementary performance, i.e. subsequent improvement or replacement. We shall have the right to subsequently improve or replace at our option. In case of subsequent improvement, the contractual partner shall be entitled to only return the defective parts to us. If the subsequent improvement or replacement delivery fails, the contractual partner can demand reduction of the purchase price or withdraw from the contract. The subsequent improvement shall be deemed to have failed if and when a grace period set to us for supplementary performance has expired.
- (3) The contractual partner shall assert possible rights and/or claims based on warranty in court within 12 months. The presumed defectiveness according to section 924 sentence 2 of the Civil Code of Austria as well as a potential right of recourse of the contractual partner according to section 933 b of the Civil Code of Austria shall be waived.
- (4) We shall be liable according to statutory provisions if the contractual partner asserts claims for damages based on malice, intention or gross negligence including malice, intention or gross negligence of our representatives or vicarious agents. Provided we are not accused of intentional breach of contract, liability shall be limited to the

foreseeable and usually occurring damage; however, to the maximum of five times the order value, in case of a framework contract to five times the respective individual call off. In all other cases, liability for damages shall be excluded; in this respect, we shall especially not be liable for consequential damage, financial damage and damage due to claims of third parties against the contractual partner, unless they are concern injury to life, body and/or health. The mandatory liability according to the Product Liability Act shall also remain unaffected; however, a possible right of recourse of the contractual partner according to section 12 of the Product Liability Act shall be excluded.

- (5) In case of subsequent improvement, we shall only be obliged to bear all expenses required for the purpose of remedying defects, especially transport, travel, labour, and material expenses, at the place of performance. If the processed goods have been brought to a place other than the place of performance, the contractual partner shall bear the additional costs themselves.
- (6) Aforementioned regulations shall also apply to damages occurring during the remedying of defects.
- (7) Upon receipt of the goods and/or services, the contractual partner shall inspect them immediately and inform ALL about any possible defects promptly; however, no later than eight days after they have been discovered, by registered letter by indicating the type and extent of the defect; if they fail to do so, the delivered goods and/or services rendered shall be deemed accepted and, as a consequence, especially warranty claims and claims for damages and/or avoidance on account of mistake by the contractual partner shall be excluded.
- (8) In case of notification of defects, we shall reserve the right to view and inspect the objectionable goods in unchanged condition.
- (9) Our warranty shall solely apply to utilizations of the processed goods under usual operational and climatic conditions. If the processed goods are intended for special conditions, the contractual partner shall report this prior to conclusion of the contract. If they fail to do so, their warranty claims shall lapse.
- (10) Any liability for damages exceeding the liability stipulated under the items 6. and 7. shall be excluded irrespective of the legal nature of the asserted claim. This shall especially apply to claims for damages based on fault upon conclusion of the contract, due to other breaches of duty or due to tortious claims for compensation of material damages according to section 1295 of the Austrian Civil Code.
- (11) Provided that we are not liable for damages or our liability is limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

9. Security interests

- (1) We shall be entitled to a statutory lien on the goods to be processed by us. Moreover, the contractual partner shall create a contractual lien for us on the goods delivered for processing which serves the security of our receivable from the order as well as our receivables from earlier orders.
- (2) If the goods processed by us were delivered prior to complete payment, we shall become the co-owners of these goods in accordance with the value of our receivable based on the order. The contractual partner shall store the processed goods for us.
- (3) The contractual partner shall be entitled to resell the goods processed by us within proper course of business; however, they shall assign to us at this time all receivables in the amount of the final invoice value of the receivable owed by them (including sales tax) they incur by the resale against their customers or third parties, irrespective of whether the goods have been resold without or after processing. The contractual partner shall be obliged to inform the purchaser upon conclusion of the contract about the assignment made and to make a sufficient note about it in their books.

The contractual partner shall remain authorized to collect these receivables even after the assignment. Our authorization to collect the receivables ourselves shall remain unaffected. We shall be obliged to not collect the receivables ourselves as long as the contractual partner complies with their payment obligations according to the contract and no petition for the institution of insolvency proceedings is made. If one of the last-mentioned circumstances has arisen, the contractual partner shall inform us on demand about everything necessary to collect the assigned receivable and shall deliver all related documents to us and shall inform the debtors (third parties) concerned about the assignment.

- (4) The further processing or alteration of the goods shall always be done for us. If the delivery item is processed with other items that we do not own, we shall acquire co-ownership in the new item in proportion of our receivable based on the order to the other processed items at the time of further processing. In all other cases, the same shall apply to the item resulting from the further processing as that which applies to the item processed and delivered by us. If the delivery item is inseparably mingled with other items that we do not own, we shall acquire co-ownership in the new item in the proportion of our receivable based on the order to the other mingled items. If the mingling occurs in a way that the contractual partner's item is to be considered the main item, it shall be understood that the contractual partner transfers co-ownership to us on a pro rata basis. The contractual partner shall store the wholly-owned or co-owned item for us which results in this way.
- (5) The contractual partner shall immediately inform us about any execution and/or attachment by third parties extending to the reserved goods, support us in the assertion of the rights and especially bear the costs accruing for this assertion including the lawyer's fees.
- (6) In case the value of the securities exceeds the receivables to be secured by more than 20%, we shall be obliged to release the securities the contractual partner is entitled to on their demand in this respect. We shall be obliged to select the securities to be released.

10. Change in contractual partner's circumstances

- (1) If the contractual partner's financial circumstances substantially deteriorate (e.g. in case of non-redemption of a cheque or bill of exchange or in case of a petition to institute insolvency or settlement proceedings pertaining to the contractual partner's assets), if they have goods at their disposal outside the proper course of business which we delivered subject to reservation of ownership or if they dissolve their company, we shall be entitled to declare all receivables to be immediately due, to redeem bills of exchange at the contractual partner's cost and to only continue delivery against advance payment or provision of collateral security.
- (2) In case of suspension of payments or over-indebtedness of the contractual partner or if a petition for the institution of insolvency or settlement proceedings is made, we shall be entitled at our option to either assert the aforementioned rights or withdraw from the contract according to the statutory provisions.

11. Data protection

We shall be entitled to electronically store and process all data about the contractual partner in connection with the business relationship for the purpose of execution of the contract in compliance with the provisions of the Data Protection Act.

12. Place of jurisdiction – place of performance – choice of law – severability clause

- (1) Place of performance shall be our company's registered office.
- (2) The court responsible for Feldkirch shall be solely authorised to decide on any disputes arising from or in connection with the present contract.
- (3) The contract shall be exclusively subject to the law of the Republic of Austria. The applicability of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

- (4) Should individual provisions of these general terms and conditions be invalid, this shall not affect the remaining provisions of these general terms and conditions and of the contract. Any invalid provisions shall be replaced by regulations that come closest to the purpose of the invalid part and/or the intention of the parties in economic terms in a legally effective manner.

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