

**General Conditions of Purchase of WOGEMA GmbH
for Delivery of Goods and Services**

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1. Scope

- (1) The following General Conditions of Purchase („GCP“) constitute a binding contract part of all purchase orders of WOGEMA GmbH as the Principal (referred to as „PR“) to their Contractors (referred to as „CO“) regarding the delivery of goods (referred to as „Delivery“ or „Deliveries“) and/or services (referred to as „Service“ or „Services“).
- (2) Regardless of their specific content, the validity or inclusion of any general terms and conditions of the CO (including, but not limited to, terms of delivery, terms of sale, offer conditions or the like) is excluded in any case.
- (3) In case of a regulatory gap in the GCP the governing law shall apply exclusively (see Article 26 of GCP).
- (4) Any deviations from the GCP shall only be valid if they have been expressly accepted by the PR in writing. Silence of the PR shall in no case be deemed as acceptance. Neither does the acceptance of services or payments constitute an acknowledgment of any general terms and conditions of the CO.

- (5) Provisions in other documents (e.g. specifications, technical documentation, drawings, delivery orders, order confirmations) that deviate from the conditions of the purchase order or the GCP shall not be valid.
- (6) If the PR refers in the purchase order to offer documents of the CO, it shall not include commercial conditions of the offer (like general terms and conditions of the CO), except those have been expressly confirmed in the purchase order by the PR. If the GCP refer to the "purchase order", this shall refer to the whole contract.
- (7) Offers shall be binding and free of charge with a validity of minimum 90 days, if the PR and the CO (referred to as „Parties“ or „Party“) do not agree differently in the particular case.

2. Formation of Contract

- (1) Purchase orders of the PR shall only be binding if in writing. Oral purchase orders shall only be valid if confirmed by the PR in writing.
- (2) The terms „In writing“ or „written“ in the purpose of the GCP shall mean in text format via letter, email, fax or another electronic data exchange system (should the CO provide such system). The word "shall" in the purpose of the GCP has a mandatory meaning and provides an obligation to the Parties.
- (3) If the CO has submitted an offer to the PR, the contract shall be concluded with the purchase order of the PR. In all other cases the contract shall be valid upon receipt of an order confirmation of the CO conforming to the conditions of the GCP.
- (4) Within 5 calendar days from receipt of the purchase order, the CO shall confirm the purchase order to the PR. The return of the signed purchase order form of the PR by the CO shall be deemed a valid order confirmation. If the CO uses a different format for confirming the order, such can only be valid as far as the contents of the order confirmation does not divert from the purchase order. Moreover each order confirmation must include the purchase order number of the PR.
- (5) If there is no explicit, i.e. written, refusal of the purchase order by the CO within the above mentioned 5 days deadline or if the CO starts with the execution of the purchase order, then the purchase order including the GCP shall be deemed fully accepted and the contract shall be deemed valid. The PR reserves the right to refuse any order confirmation received after expiration of above mentioned deadline without this having a terminating influence on the contract.
- (6) The CO has to mention the purchase order number in each correspondence with the PR.
- (7) Later changes or extensions of the purchase order shall be confirmed in written by the PR in order to be valid.
- (8) If after formation of the contract there is a governmental and/or regulatory change that causes a change or extension of the purchase order, this is within the CO's scope of responsibility and does not entitle the CO to request additional costs from the PR.

3. Scope of Delivery or Service

- (1) The CO will carry out the delivery and/or services with the utmost care in compliance with the current state of science and technology. Any obligations of the PR himself to cooperate or provide goods or services to the CO will be nominated conclusively in the purchase order. The CO shall carry out the agreed scope of delivery or service inclusive complete documentation according to the GCP respectively the purchase order fully in conformity with the contract, within the agreed time and at the agreed fixed price (refer to Article 7 of GCP).
- (2) In regards to the obvious purpose of the contract the CO shall, in lack of expressly agreed obligations of the PR to cooperate and provide goods or services, undertake all necessary (additional) measures for the proper fulfillment of the contract scope without additional costs for the PR and without being asked, and shall if necessary provide additional deliveries and/or services, even if such deliveries and/or services have not been explicitly mentioned in the purchase order documents.
- (3) To guarantee a smooth execution of the purchase order the CO shall carefully review the contents of the purchase order and its references (attachments to the purchase order) in regards

to completeness, suitability and correctness and in case shall inform the PR immediately about recognizable issues or uncertainties in this regards.

- (4) Likewise, the CO shall enquire about the location and installation and operation conditions existing at the place of use of the deliveries and/or services, if this is not obvious from the purchase order, so that the functionality and efficiency of the deliveries and/or services for the intended use is guaranteed.
- (5) When executing the purchase order the CO shall also respect all statutory provisions applicable at the place of fulfillment of the purchase order and the technical regulations and standards applicable on the deliveries and/or services as the minimum technical requirement. Furthermore agreed technical specifications and/or execution standards to the purchase order remain unaffected from that.
- (6) The effective transfer of unrestricted, unencumbered property and unlimited power of disposal over the entire scope of delivery and services as well as the submission of all documentation required for installation, commissioning, continuous operation and regular maintenance as well as other documents agreed in the purchase order (refer to Article 9 of GCP) are considered part of the complete fulfillment of the purchase order scope.

4. Time of Delivery and/or Services

- (1) The time of fulfillment is deemed to be the time of complete and faultless fulfillment of all contractual and legal obligations of the CO in connection with the purchase order.
- (2) All agreed delivery and service periods or dates are binding and must be strictly adhered to by the CO.
- (3) Any delivery or service periods specified in the purchase order shall commence on the date of the purchase order being sent by the PR.
- (4) If no delivery or service periods or dates are specified in the purchase order, the deliveries and/or services shall be executed and completed by the CO immediately after the conclusion of the contract (see Article 2 of GCP).
- (5) If the CO can foresee a possible delay in delivery and/or service or repair (see Article 15 of GCP), the CO shall notify the PR in writing without delay, stating the reasons and the expected duration of the delay.
- (6) At the same time he has to inform the PR of necessary and suitable measures to prevent or shorten the imminent delay and to implement them at his own expense. Compensation claims of the PR or claims for liquidated damages of delay shall remain unaffected in any case.
- (7) The CO can only invoke delays in the execution of the purchase order, that can be proved to have been caused by the PR, if he has requested the PR in due time in writing and with a reasonable grace period to fulfill his duty to cooperate. In the case of delays, which were demonstrably caused by the PR in the above sense, the agreed deadlines shall be postponed at most by the period of the delay for which the PR is responsible, whereby the CO shall be obliged to minimize the delay.
- (8) Any resulting direct additional costs of the CO shall be fully documented and reported to the PR at latest 4 weeks after the delay has been cleared by the PR, otherwise a claim for compensation of the additional costs shall lapse.
- (9) Any disputes or disagreements between the Parties do not entitle the CO to withhold or terminate due deliveries and/or services.

5. Transfer of risk and title, place of fulfillment

- (1) In case of deliveries without installation or assembly, the transfer of risk takes place upon delivery at the named place in accordance with the provisions of Incoterms 2010.
- (2) In case of deliveries with installation or assembly or in the case of services, the transfer of risk takes place upon unconditional acceptance (takeover) by the PR of the whole scope of deliveries or services.
- (3) Unless otherwise agreed in the purchase order, the transfer of title takes place at the same time as the transfer of risk or, if partial payments have been agreed, at the time of partial payment for

the relevant part of delivery or service, if the time of payment lies prior to that of the transfer of risk pursuant to the GCP.

- (4) Basically the place of fulfillment of delivery and payment is the registered office of the PR. If the takeover is agreed to take place at a different location, this is deemed to be the place of contract fulfillment.

6. Delivery, Packing, Storage

- (1) Unless otherwise specified in the purchase order, the delivery shall be carried out on terms DDP Incoterms 2010 - unloaded at the named place of destination or at the designated construction site - at the agreed fixed price and during the usual opening hours of the PR. Opening hours are Monday to Thursday from 08.00 to 16.00 and Friday between 08.00 and 12.00; unless the Parties agree on different arrival times.
- (2) The CO has to inform the PR in advance in writing (at least 14 calendar days before dispatch) about the dispatch of delivery, so that the PR has sufficient time to prepare for acceptance. The invoice is not considered a dispatch notice.
- (3) Immediately after dispatch, the CO shall send the dispatch note containing the exact name, quantity, gross and net weight, type and packaging of the goods.
- (4) All costs and risks associated with the transport (e.g. transport insurance, export licenses, transport of dangerous goods, etc.) shall be borne by the CO unless the purchase order provides otherwise. It is the responsibility of the CO to prepare the necessary transport documents with the corresponding purchase order number of the PR in a timely and proper manner and to enclose at least one copy to the delivery.
- (5) The CO shall inform the PR immediately if the delivery is subject to approval for export under the Austrian Foreign Trade Act as amended or if it is included in the European list of dual-use goods or subject to other national or international approval requirements. If customs clearance is required, the CO is obliged to carry out the proper customs clearance of the delivery in consultation with the PR. These obligations are part of a contractual fulfillment of the CO.
- (6) The CO shall ensure the proper packaging as appropriate for transport of the entire purchase order scope. If the purchase order provides for further packing or transport conditions, these must be adhered to. Any damage or additional costs of the PR resulting from non-compliance with the packaging or transport conditions by the CO shall be reimbursed by the CO.
- (7) According to the SOLAS regulation of 1st of July 2016 (International Convention of 1974 for the Safety of Life at Sea (SOLAS) of 01.07.2016 as amended), gross weights of containers shall be verified.
- (8) The CO shall therefore calculate the weight of each individual good to be transported, all packaging and filling material as well as the empty weight of the container (in case of container stowage). The CO shall be liable to the PR for the correct calculation and timely notification of the weight, otherwise the PR shall be entitled to compensation from the CO.
- (9) Delivery notes and packing lists are part of the documentation and must accompany the delivery in German and English. The CO shall ensure that the delivery can be linked to the purchase order. Insufficient or poorly filled packing lists must be corrected or exchanged immediately at the expense of the CO. At the request of the PR packing lists are to be prepared according to the template of the PR.
- (10) Should the PR require a supplier's declaration according to Regulation EEC No 1207/2001 specifying the exact description of the goods, the country of origin and the statistical goods code or a certificate of origin, this shall be issued by the CO and submitted in original format to the PR in due time upon request of the PR, at the latest however upon delivery of the documentation. Both are considered part of the documentation.
- (11) If the delivery concerns dangerous goods („Gefahrgut“) and if the CO is responsible for transport and packaging according to the purchase order, the packaging, transport and marking shall strictly comply with the national and international regulations and guidelines for dangerous goods. All necessary certificates and data sheets shall accompany the delivery and be provided by the CO.

- (12) Non-agreed partial and/or pre-deliveries are only permitted with the prior written consent of the PR; otherwise the PR is entitled to reject without disadvantage the non-confirmed partial pre-deliveries.
- (13) In case that the PR accepts such deliveries the PR reserves the right to charge the additional costs resulting therefrom (e.g. storage costs) that shall be borne by the CO. Pre-deliveries have no impact on agreed payment dates.
- (14) Should the PR request to place the deliveries in storage, the CO accepts to arrange for a proper storage of the deliveries at his own expense and risk up to a maximum of 8 weeks from proven readiness of delivery.

7. Price

- (1) The prices quoted in the purchase order are fixed prices including all taxes, fees and charges, but excluding sales tax. The pricing term „DDP named place“ according to the provisions of Incoterms 2010 shall apply unless the purchase order provides otherwise.
- (2) The prices include all (ancillary) expenses usually associated with the fulfillment of the purpose of the contract, in particular packaging, transport, loading and unloading, insurance, customs clearance, documentation, technical tests, appropriate painting or corrosion protection, marking or the like, if the purchase order does not provide otherwise.
- (3) Reductions or savings in the purchase order scope shall be accounted in favor of the PR.
- (4) If the Parties have agreed on a rate price („Regiepreis“), the price is unchangeable and shall be charged after prior order by the PR according to the actual efforts.
- (5) If the contract scope constitutes of assembly or commissioning services on site, travel and accommodation costs of the CO will be reimbursed at actual expenses and only on presentation of corresponding receipts (in copy). Any administration fees of the CO will not be accepted. Any visa costs shall be borne by the CO. For the reimbursement of transportation costs only the following categories are accepted and paid for by the PR:
- Train: 2. Class
 - Airplane: Economy Class
 - Rental Car: Compact Class
 - Kilometre allowance: according to the directive of the tax authorities
- (6) The CO will coordinate the details of the travel (such as location, dates, selection of hotel category, etc.) with the PR prior to departure, selecting the most appropriate and cost-effective means of travel taking into account the time required. Travel times will only be reimbursed if the purchase order stipulates so. Daily or hourly rates shall also be fixed in the respective purchase order.

8. Payments, Invoicing, Compensation

- (1) Unless otherwise agreed between the Parties, payments by the PR shall only be made after complete and contractual fulfillment of the purchase order.
- (2) In the absence of any other agreement between the Parties, payments are payable net within 45 days from receipt of a duly invoice or within 14 days from receipt with a 3% discount.
- (3) If the purchase order provides for certain conditions for a (partial) payment, such as the handing over of the documentation, bank guarantee or time sheet (for services), the deadline for payment will only commence upon fulfillment of this requirement.
- (4) If the Parties agree to a payment before delivery or performance of the CO, the CO shall provide a payment security at the request of the PR in the amount of the payment made. Unless otherwise provided in the purchase order, the security must be provided in the form of an irrevocable, abstract bank guarantee on first demand from a first class European bank or insurance company. The costs related to the issuance and any extension or change of the payment security shall be borne by the CO.
- (5) Payment by the PR does not constitute a confirmation of the correctness of the deliveries or services nor a waiver of fulfillment or any other rights of the PR from the purchase order.
- (6) Invoices are accepted by the PR exclusively in electronic form (by email). The electronic invoices are to be transmitted to the PR at the following email address: office@wogema.at . Invoices of the

CO must contain the purchase order number as well as the name of the PR and fulfill all the requirements of the respective applicable tax law.

- (7) Non-conforming invoices can be rejected by the PR and such invoices shall not be payable until a correct invoice is received.
- (8) The PR is entitled to offset all claims that the PR has against the CO regardless of the legal basis and legal relationship with the CO. An offsetting of the CO with his claims is excluded, unless the claim has been legally established by court or explicitly accepted by the PR.

9. Documentation

- (1) The CO shall submit the documentation for the order in the agreed scope, the agreed language and on the agreed date.
- (2) „Documentation“ includes all documents accompanying the CO's contract fulfillment in written, graphic or other way, such as, but not limited to, drawings, transport documents, safety data sheets, storage and safety regulations, assembly manuals, operating manuals or instructions, spare parts lists.
- (3) If the purchase order does not provide otherwise, the documentation must be delivered at the location of the PR (DDP according to Incoterms 2010).
- (4) The CO grants the PR a non-exclusive right of use that is unlimited in terms of time, place and content. The PR is authorized to pass on the documentation received from the CO to its customers or other contractual partners insofar as this is necessary for the fulfillment of its own contractual obligations towards its customers.

10. Changes, Amendments

- (1) The PR is entitled to change the scope of order or the order execution at any time. The PR shall notify the CO in writing of any change request and/or extension of the purchase order.
- (2) The CO must then inform the PR in writing within a maximum of 5 working days after receipt of the notification whether and how the change or extension affects the agreed schedule, price and/or other contractual conditions. For this purpose, the CO shall provide the PR with a corresponding offer for the implementation of the order change or extension. If, as a result of the implementation of the order change or extension, the price or the schedule changes, these shall be calculated by the CO based on the original calculation basis.
- (3) If the PR accepts the offer in writing, the order change or extension becomes part of the contract and changes or complements it, for example in terms of order size, timetable and price. All other conditions of the purchase order remain unchanged, unless the Parties expressly agree otherwise.
- (4) Should the CO realize during the execution of the purchase order that the specifications of the PR or other circumstances for which the PR is responsible lead to increased costs for the CO and/or have an impact on the schedule or the price, or should the CO consider changes to the order scope necessary or useful, he will notify the PR immediately. In this case Article 10.1. and 10.2. of GCP apply, whereby the CO shall submit its offer in written form together with the change notification of the CO.
- (5) Any additional expenses incurred by the CO will only be reimbursed or an additional price will only be paid, if the compensation has been expressly agreed by the PR in writing as per Article 2.7 of GCP (written confirmation of the offer by the PR).
- (6) Any claims of the CO in connection with the fulfillment of the contract must be submitted to the PR sufficiently documented and in writing within 30 calendar days after the submission of the final invoice to the PR, otherwise they will be forfeited.

11. Duty of information

- (1) The obligation of proper fulfillment of the contract also includes the obligation of the CO to inform the PR about the order execution and its progress on an ongoing basis and to appropriately process and respond to inquiries by the PR within a reasonable period of time

- (2) In case that the PR notifies about a defect in the deliveries or services, the CO must immediately organize the necessary remedial works and inform the PR about the planned measures and their commencement.

12. Inspection, Acceptance

- (1) The PR reserves the right to carry out by himself or through third parties a production and progress inspection at the CO at any time after prior timely notification to the CO. For this purpose, the CO will grant the PR free access to the relevant locations and documents (in particular test documentation).
- (2) In addition, the PR reserves the right to carry out an acceptance test. This shall be free of charge for the PR, unless the purchase order provides otherwise. The CO shall communicate the readiness for acceptance to the PR in due time, at least 2 weeks in advance. The CO shall provide free of charge the required resources to carry out the acceptance or progress inspection, such as specialist and auxiliary staff, suitable testing facilities.
- (3) An acceptance and/or progress inspection or a waiver of the same by the PR shall not release the CO from his obligations under the contract.
- (4) The CO will remedy any defect that is detected during a progress control or acceptance test at his own expense without delay or shall redo the subject order again at the choice of the PR. The provisions of Article 15 of GCP apply mutatis mutandis
- (5) Until complete remedy of all defects, any obligations of contract fulfillment of the PR, in particular payment obligations, are suspended.
- (6) Any costs incurred by the PR in connection with an unsuccessful acceptance test due to reasons for which the CO is responsible for shall be borne by the CO.

13. Insurance

- (1) The CO shall conclude an appropriate insurance required for the individual contract scope with the PR and shall maintain it until expiry of the warranty respectively guarantee period of the purchase order and shall provide the PR with accurate insurance confirmations (in particular with regards to coverage, amount and exclusions), otherwise the CO shall be culpably in delay and the PR shall be entitled regardless of any other rights and claims against the CO at his choice to prohibit the execution of the purchase order until presentation of an acceptable insurance confirmation at the expense and risk of CO or to organize an appropriate insurance by himself at the expense of the CO or to withdraw from the contract. A valid insurance shall in no case limit the liability or other obligations of the CO.

14. Consequences in case of delay

- (1) In case that the CO is in delay with agreed delivery or service periods or deadlines, the CO shall pay to the PR liquidated damages as follows, unless the purchase order provides otherwise:
 - (a) Regarding a delay with a delivery of goods or services (e.g. engineering, calculations, ...):
for each case of delay: 1% of the total order value for each week of delay started, maximum 10% of the total order value.
 - (b) Regarding a delay with documentation delivery:
for each case of delay: 0,5% of the total order value for each week of delay started, maximum 5% of the total order value.
 - (c) There shall be no compensation for the first 7 days of delay (calendar days).
- (2) All other rights and claims of the PR remain unaffected. The above provisions on liquidated damages do not release the CO from his performance or other contractual obligations.

15. Warranty

- (1) The CO warrants that the deliveries and/or services are executed in the contractually agreed way and that they are at the time of delivery and remain during the entire warranty period (see Article 16 of GCP) free from defects of quality and title of any kind whatsoever.
- (2) The CO expressly warrants that the deliveries and/or services fulfill over the entire warranty period all requirements of the contract, in particular the underlying drawings and specifications, as

well as the usually assumed and in particular the specially agreed characteristics in this regards; they shall also comply with national standards and guidelines (e.g. ÖNORM or DIN) as well as any international standards and directives (such as EN) and they shall correspond to the information contained in catalogs, brochures or other public statements made by the CO. Statements therein are qualified as contractually guaranteed features, whether the Parties have referred to them in the context of the purchase order or whether the feature in question can usually be presumed.

- (3) In addition, the CO guarantees the correctness and completeness of his engineering, consulting and documentation services, and in the case of a technical service by his staff for the correctness and completeness of all oral and/or written instructions of his staff. The CO shall be liable for the actions taken by the PR and/or third parties on the basis of such instructions of his staff.
- (4) Normal wear and tear as well as damages due to improper use or handling of the deliveries or services are excluded from the warranty.
- (5) The burden of proof that the deliveries or services are defect-free during the warranty period shall be on the account of the CO.
- (6) The PR has no immediate obligation to inspect or notify upon acceptance of the deliveries or services. The provisions of § 377 and § 378 of the Austrian Commercial Code (UGB) do not apply. The CO waives the right to an objection for late deficiency claim.
- (7) The CO shall remedy defects that come up during the warranty period at his own expense and, if possible, directly at the place of use within a reasonable period of time at the discretion of the PR by either repair or replacement (replacement delivery). When remedying the defect, the CO shall respect the legitimate interests of the PR, in particular in connection with production-related requirements and completion dates towards the final customer.
- (8) In the event that the CO gets in delay with or fails to carry out the remedial works, the PR shall be entitled, after setting an appropriate period of grace, to remedy the defect either by himself or through a third party on behalf of the CO (substitute action). In the case of minor defects (up to EUR 5,000 per individual case) or in case of a defect whose remedy cannot be postponed (risk of greater harm, e.g. to avert major damage or in critical terms such as commissioning), the PR is entitled to remedy such defects by himself or by third parties immediately (i.e. without setting a grace period) at the costs and risks of the CO, whereby warranty of the CO for the remedied part remain unaffected to the extent that the remedy works were carried out professionally.
- (9) All costs in connection with remedy works, such as return, transport, travel, labor and/or material costs, customs duties, installation and removal costs, etc. shall be borne by the CO.
- (10) The PR may withdraw from the contract in whole or in part or demand a price reduction if the remedy of defect in the form chosen by the PR (repair or replacement) is refused by the CO or not performed by the CO within a reasonable period of time or if the repair or replacement is not possible or economically unreasonable for the PR.
- (11) Further rights arising from the defectiveness of the deliveries or services remain unaffected.

16. Warranty Period

- (1) Unless the purchase order provides otherwise, the warranty period shall be 24 months from successful commissioning of the deliveries or services, but no later than 36 months after the date of complete delivery respectively contract fulfillment and unconditional takeover by the PR or, if an acceptance is contractually agreed between the Parties, after acceptance of the deliveries or services by the PR.
- (2) The warranty period for hidden defects or legal defects does not start earlier than the time when such defects become recognizable.
- (3) In the event of a replacement or repair, the warranty period for the relevant part starts again after the remedy work has been successfully carried out. If there is a defect that significantly limits or prevents the functionality or the use of the entire deliveries or services, the warranty period for the entire scope of delivery or service begins to run anew. The warranty period is interrupted by standstill time caused by the CO respectively the defective supply of the CO.

17. Liability

- (1) To the extent permitted by law the CO shall be liable for damages caused by him or people attributable to him. The CO shall be liable for his subcontractors as well as for other third parties commissioned by him. In the case a claim is made by a third party against the PR due to culpable acts and/or omissions by the CO or people attributable to him, the CO shall indemnify and hold the PR harmless.
- (2) Liability for loss of production, loss of profit, loss of business and consequential damage of any kind is excluded. The limitation of liability does not apply in the event of personal injury, gross negligence or intent or breach of confidentiality obligations under the contract.

18. Force Majeure

- (1) The Parties are fully or partially exempt from the timely performance of the contract if they are prevented from doing so by an event of force majeure.
- (2) An event of force majeure shall be war, force of nature, fire, riots, unionized strike. At the request of the PR, the CO shall submit a confirmation from the responsible chamber of commerce confirming the existence of force majeure.
- (3) The CO can only rely on the existence of force majeure if he informs the PR immediately, but at the latest within 5 calendar days after occurrence of the event, about the beginning and the probable duration of the event. The Parties shall make every effort to eliminate or reduce the difficulties and foreseeable damage caused by the force majeure event. The PR shall be informed immediately about the end of the force majeure event.
- (4) If the force majeure lasts for more than 4 weeks, the PR is entitled to withdraw from the contract in whole or in part.
- (5) The PR shall not be liable to the CO for any adverse effects (such as price increases) on the fulfillment of the contract due to a force majeure event.

19. Suspension, Cancellation

- (1) Suspension: The CO agrees to suspend the execution of the purchase order temporarily (in whole or in part) at the request of the PR. The first 3 months of suspension are free of charge and the CO shall not assert any claims against the PR in this regards.
- (2) In case of a suspension of more than 3 months, the PR shall, when paying the final invoice of the purchase order, reimburse any reasonable, exclusively direct, additional costs of the CO (in no case lost profit), which were caused exclusively by the suspension, if such costs have been proven comprehensible to the PR not later than 4 weeks after the end of the suspension. During the suspension the contractual rights and obligations of the Parties are suspended. Any delay in delivery date shall be notified by the CO as soon as foreseeable and kept as little as possible. The CO is obliged to keep the costs resulting from the suspension as low as possible and to continue the order fulfillment immediately after termination of the suspension.
- (3) Cancellation: The PR is entitled at any time without giving reasons to cancel the purchase order in whole or in part (without observing a deadline). Until receipt of an order confirmation by the CO, the cancellation is free of charge for the PR. Thereafter, the PR shall pay to the CO a reasonable, proportionate part of the agreed price for the deliveries or services already fulfilled or already handed over at the time the cancellation is declared by the PR; for deliveries or services that are ready to delivery payment shall be made *pari passu* ("Zug um Zug") against handover of the goods and transfer of unrestricted ownership. Further claims of the CO are excluded.

20. Termination for Cause

- (1) In addition to the termination rights of the PR expressly granted by the GCP, the PR reserves all other rights of termination permitted by law with respect to the contract.
- (2) In particular, the PR is entitled to withdraw from the contract for good cause with immediate effect without observing a deadline. A good cause exists in the following cases:
 - a serious or repeated breach of contract by the CO or a breach of contract by the CO, which is not remedied by the CO at his own expense within a reasonable period of time; or

- if a significant deterioration in the financial situation of the CO occurs or threatens to occur and thereby the fulfillment of the contract is at risk to the PR; or
 - if a significant change in the shareholder structure of the CO occurs; or
 - otherwise a reason in the person of the CO occurs, which makes it unbearable for the PR to adhere to the contract taking into account the circumstances of the individual case.
- (3) A serious breach of contract exists, for example, if a serious defect occurs in the deliveries of the CO that it threatens the PR's fulfillment of the contract with his customer; or in the event of a major delay of delivery by the CO that the maximum amount of liquidated damages in accordance with the GCP is payable and the CO still fails to deliver within a final period of grace set by the PR.
- (4) In case of a termination by the PR the PR shall have all statutory and contractually agreed rights against the CO. In addition, the CO shall indemnify and hold the PR harmless in the event of a termination for good cause by the PR. Deliveries or services already carried out are to be reversed.
- (5) The termination shall be declared to the CO in writing. As a consequence, the CO shall immediately stop the fulfillment of the contract in whole or in part (depending on the scope of the termination notice). The part of the contract that is not covered by the termination shall be continued and completed by the CO without delay.

21. Subcontracting, Assignment

- (1) The transfer of the contract in whole or in part to third parties (i.e. subcontracting) is inadmissible without written consent of the PR and entitles the PR to withdraw from the contract in whole or in part and/or to claim compensation, unless the subcontract and the corresponding subcontractor has been demonstrably announced to the PR in the course of the negotiations. The consent of the PR to a subcontract does not release the CO from his obligations under the contract.
- (2) The assignment of claims by the CO to a third party shall only be permitted with the prior written consent of the PR.

22. Spare Parts, Customer Protection

- (1) The CO confirms that spare and wear parts are available for the deliveries at least 10 years after delivery.
- (2) The CO undertakes not to act directly or indirectly for the customer of the PR in connection with the contract until 5 years after delivery. In particular, the CO shall neither directly nor indirectly offer to the customer of the PR, e.g. spare and wear parts, without prior agreement of the PR.

23. Confidentiality

- (1) The CO shall confidentially treat the results as well as the knowledge and experience, documents, data, business transactions or other information gained during the fulfillment of the contract from the PR - even beyond the duration of the contract - as long as and to the extent that these have not become generally known or if the PR has agreed in writing to a transfer in the particular case. The CO will use this information exclusively for the purposes required to provide the deliveries or services of the contract.
- (2) If the CO receives access to personal data during the fulfillment of the contract, the CO shall comply with the statutory provisions of the data protection legislation. The CO also undertakes to bind his employees and subcontractors to secrecy according to the GCP and the particular contract.
- (3) Only with the prior written consent of the PR the CO shall be entitled to name the PR or his customers as references or to promote products which he has developed for the PR in the context with the contract.

24. Data Protection

- (1) The PR is entitled to process personal data received as part of the business relationship with the CO as well as otherwise disclosed data of the CO within the provisions of the applicable data protection law.

- (2) The CO agrees that the data is also saved by the PR beyond the fulfillment of the contract and is kept for the purpose of recording the offer of the CO, for the fulfillment of legal requirements, in particular legal retention periods, as well as for the evaluation of the business relationship with the CO.
- (3) The CO shall have the right to obtain free of charge information from the PR about the personal data stored about him against a written request to the PR. In addition, the CO has the right of correction of incorrect data, restriction, revocation, opposition and deletion of personal data, insofar as this does not preclude a statutory retention obligation.

25. Industrial Property Rights, Copyrights

- (1) The CO guarantees that his deliveries and/or services will not infringe any patents, utility models, trademarks, trade names, copyrights or other industrial property rights of third parties in Austria or in the country to which the deliveries of the purchase order shall be brought to according to the knowledge of the CO. In case of a claim by third parties against the PR for the violation of such rights, the CO shall indemnify and hold the PR harmless without proof of fault.
- (2) Drawings, plans, sketches, construction documents and other technical documents of the PR as well as samples, models, catalogs, brochures or the like remain the intellectual property of the PR. They may only be used by the CO for the purpose of executing the contract and shall be returned upon request of the PR after fulfillment of the contract.
- (3) If the fulfillment of the contract results in a protectable invention, thought or other result capable of a patent, the PR shall be entitled, at its own discretion and name, to register, maintain or at any time drop protection rights in any country. If necessary, the CO will support the PR in the application for protection rights and in no way hinder it. The property rights resulting from such applications belong to the PR. The CO waives, unless otherwise agreed in the individual case, to be named as inventor.

26. Miscellaneous

- (7) As far as the GCP do not contain provisions of a case, the statutory provisions shall apply. Should one or more provisions of these GCP or of the contract be or become invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. The void or ineffective provision shall be replaced by a valid provision that comes closest to the economic purpose of the provision to be replaced in a legally permissible manner.
- (8) All deviating, oral or telephone agreements shall be in writing to be valid.

27. Applicable Law, Jurisdiction

- (1) Austrian substantive law shall apply, however the rules and regulations governing conflict of laws and the United Nations Convention on the International Sale of Goods (CISG) 1980, as amended, shall be excluded.
- (2) The exclusive place of jurisdiction is the relevant court in Linz, Austria.