

General Terms and Conditions for the Supply of Goods and Services by **Action Composites GmbH** (Registered with the Regional Court of Ried im Innkreis under FN 368043 s), Molkereistraße 4, A-4910 Ried im Innkreis (Last amended: February 2021)

1. Validity

1.1. We solely enter into a contract on the basis of our General Terms and Conditions for the Supply of Goods and Services ("General Terms and Conditions").

1.2. Our General Terms and Conditions as in force at the time of the conclusion of the contract apply in each case. They are available on our website: <https://www.action-composites.com/subnavigation/under/gtc/>.

1.3. For the purpose of our General Terms and Conditions, customers are solely deemed to be business owners within the meaning of Section 1 of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*).

1.4. The terms and conditions of the customer or changes and/or amendments to our General Terms and Conditions are only valid if we have given our express consent thereto in writing.

1.5. Furthermore, the terms and conditions of the customer are not recognised as valid even if they are not explicitly rejected by us after we have received them. Rather, the acceptance of the terms and conditions of the customer or parts thereof requires our express written consent.

2. Offers, conclusion of contract, language, scope of services, cost estimates

2.1. Our offers are generally subject to change and non-binding. This likewise applies if this is not separately noted in the offer. Contracts are only deemed to have been concluded by an act of performance by us (e.g. delivery, dispatch of the goods) or by means of our written order confirmation.

2.2. Statements made by us, in particular informal statements by our employees, or agreements whose terms differ from these General Terms and Conditions are only binding on us if we confirm this in writing. We make no representations or warranties in the legal sense. In particular, the details contained in offers, contractual documents, prospectuses, price lists, etc. do not constitute warranted or guaranteed properties.

2.3. The negotiating language, contract language and the language to be used for implementation of the contract is exclusively the English language.

2.4. The scope and content of the goods/services to be provided by us are shown in our description of service in the contract documents, which also sets out all essential properties and characteristics of our goods/services. By placing an order, the customer approves our description of service. Any subsequent change made by the customer to the scope and content of the service requires our written consent. Where the customer requests subsequent changes that exceed the scope and/or content of the service on which our offer is based, we shall – after consultation with the customer – prepare a supplementary offer and send it to the customer for approval.

As and when required, design meetings can be held at our design and development department during the 3D design phase, if applicable. At such meetings, the customer will be shown the latest progress with the design using CAD, and our goods/services will be discussed in detail. Only after inspection by and written approval from the customer will the goods/services be specified and handed over to the work preparation and production planning department. These processes must always be carried out in accordance with the project schedule.

2.5. The customer shall make express written reference to the information about our services contained in catalogues, price lists, prospectuses, advertisements on exhibition stands, circulars, advertising mailings, or in other media (Information Material) insofar as this information forms the basis of the customer's decision to place an order. In such a case, we can comment on the accuracy of the information. If the customer violates this obligation, such information is considered subject to change

and non-binding unless it is expressly declared in writing in our description of service that it forms part of the contract.

2.6. Cost estimates are prepared by us to the best of professional knowledge, but no guarantee of accuracy can be provided. We shall immediately inform the customer if, following conclusion of the contract, costs increase by more than 15%. Where it concerns unavoidable cost overruns of less than 15%, it is not necessary for us to provide separate notification and such costs may be invoiced without further ado. Unless agreed otherwise, cost estimates are provided against payment of a fee. If an order is placed with respect to all of the services covered by the cost estimate, the fee payable for the cost estimate will be credited to the customer.

2.7. Preliminary work requested by the customer, such as the creation of a schedule of services, project documents, plans, drawings and models, are likewise provided against payment of a fee unless otherwise agreed in writing.

2.8. Goods and services shall be supplied by us in accordance with the possibilities we have to supply such goods and services. In particular, the contract is concluded on condition that we will not perform or will only do so in part if we ourselves are not correctly or properly supplied. A declaration to that effect from our supplier is considered sufficient proof that we are, through no fault of our own, prevented from delivering goods/supplying a service. The customer shall be informed within an appropriate period in the event of the unavailability or only partial availability of the service. Where applicable, any consideration already paid shall be reimbursed.

3. Prices and packaging

3.1. Prices are generally not to be understood as fixed prices. If prices have not been specified and are left open at the time of the conclusion of the contract, the list prices applicable on the day on which the goods/services are supplied will be payable. Unless otherwise agreed in writing, we invoice the customer separately for costs relating to an agreed assembly. All prices quoted are based on the dimensions currently known to us (component part without undercuts); initial sample prices are to be set separately.

3.2. There is a right to adequate remuneration for services ordered by the customer that are not covered by the original order.

3.3. Prices are quoted in euros ("€") plus VAT at the statutory rate and ex works (EXW), in accordance with Incoterms 2020, meaning the customer shall arrange collection from the plant/warehouse commissioned by us with supply. The customer shall bear the packaging, transport, loading and shipping costs, as well as customs duty and insurance costs.

3.4. In the absence of any agreement to the contrary, the goods shall be packaged in accordance with customary commercial practice so as to ensure that under normal transport conditions the goods do not sustain any damage while in transit to the specified destination. Part-specific reusable packaging shall be made available to us by the customer free of charge in sufficient quantities, failing which we are entitled to provide appropriate packaging and invoice the customer for the provision thereof. If costs are incurred for necessary packaging or packaging that has been expressly requested (e.g. for special quantities/dimensions), special marking and division, labelling or positioning work and the like, such costs are likewise added to the price on the basis of the expenditure incurred by us plus an appropriate handling fee and they are not covered by the agreed prices unless otherwise agreed in writing.

3.5. We are entitled at our discretion, and we are under an obligation at the request of the customer, to adjust the contractually agreed fees if since the conclusion of the contract changes of at least 5% have occurred with regard to a) labour costs by virtue of statute, ordinance, collective agreement or shop agreements, or b) other cost factors necessary for effecting performance, such as the cost of materials (e.g. due to changes in national and/or international prices for raw materials), changes to relevant exchange rates, taxes, customs duties, public charges, freight costs and other accompanying charges, etc. The adjustment is made to the extent the actual acquisition and manufacturing costs at the time of performance have changed compared with those at the time of conclusion of the contract, unless we are in delay.

3.6. It is agreed that the remuneration for continuing obligations is index-linked to the Consumer Price Index 2015. The month in which the contract was concluded serves as the basis therefor.

3.7. Travelling, daily allowance and overnight accommodation expenses are charged separately. Travelling time counts as working time.

3.8. We are only required to take back packaging if this has been expressly agreed.

3.9. The customer shall arrange the proper and environmentally-sound disposal of waste materials. If we are commissioned separately to provide such a service, the customer shall further pay to the extent agreed herefor, in the absence of agreement thereon, an adequate remuneration.

3.10. In the case of repair orders, the services deemed expedient by us are provided and charged on a time and materials basis. This also applies to services the expediency of which only becomes apparent during execution of the order, in which case it is not necessary to give the customer special notification.

4. Data protection, cookies, and duty of confidentiality

4.1. In our privacy policy available at <https://www.action-composites.com/subnavigation/under/privacy-policy/>, we inform data subjects – in compliance with our duties to provide information under Articles 13 and 14 GDPR – why we collect their data and in what form we process it if (i) they visit our website or are a prospective customer of ours, (ii) they are a (potential) customer of ours or one of its contact persons, (iii) they are one of our suppliers or business partners, or (iv) they apply for a job with us, and we also inform data subjects about the use of cookies.

4.2. In connection with the supply of our goods/services, we make various confidential information ("Confidential Information") accessible or available to our customer, and our customer may otherwise become aware of Confidential Information. No later than upon receipt of such Confidential Information, including in particular the information and items referred to in section 14.1., as well as other drawings, quotations or other sketches, photographs, descriptions, calculations, formulas, test results, knowledge and know-how, concepts, data stored on electronic data carriers, sample parts, prototypes, items, etc., whether in oral, written, graphic, electronic or any other form, our customer acknowledges our rights thereto and its duty to maintain absolute secrecy with respect to such Confidential Information. Confidential Information also includes, in particular, information created in connection with the project and information resulting therefrom. This obligation shall also be imposed on any and all subsequent purchasers and legal successors. This applies in particular to products developed specifically for our customer and/or generally by us.

4.3. Our customer undertakes not to disclose or make Confidential Information available to third parties, whether in whole or in part, without our prior written consent and to take all necessary precautions to prevent unauthorised persons from gaining access to such information. In principle, our customer may use Confidential Information for the intended use of the corresponding product/work. However, our prior written approval must be sought and obtained and our instructions followed if the intended use of the product/work in question could lead to Confidential Information being made public. Any resulting information must be kept absolutely secret by our customer until such time as it receives further instructions from us.

In any event, any use outside of the scope of the contract or after its termination is prohibited, both for our customer's own purposes and for the purposes of a third party, regardless of whether use is made of such information in its original form or in a modified or processed form.

4.4. This obligation continues to apply even after the date of termination of the present contract or business relationship.

4.5. In the case of orders that have not been placed, all Confidential Information shall be returned to us automatically within three working days, and in the case of orders placed, such information shall be returned to us at any time upon request. All copies must be destroyed.

In particular, the customer shall also return all Confidential information and permanently delete or render unusable any copies, including electronic copies, from the time at which it ceases making use

of the product/work. A right of retention for the customer, on any grounds whatsoever, is expressly excluded.

4.6. The duty of confidentiality to which the customer is subject also encompasses and extends to all employees or commissioned third parties acting on the customer's behalf, regardless of the nature and legal form of the relationship. The customer undertakes to impose appropriate duties of confidentiality on this group of persons and to regularly draw attention thereto. The identities of the persons belonging to this group shall be disclosed to us upon our request, and the customer shall furnish proof of the imposition of the duty of confidentiality.

4.7. We will use the information provided to us by our customer that is marked as "confidential" or "secret" solely for the purpose of supplying the goods/services and we will return this information upon request. Our rights under section 14.4. remain unaffected unless we use information marked as "confidential" or "secret" directly or in unaltered form.

5. Payment

5.1. Unless payment terms have been agreed in individual cases that differ from those below, payment for our services falls due as follows:

a) Construction costs for tools: 1/3 at the time the order is placed, 1/3 upon completion of the tool, 1/3 following approval of the initial sample, but no later than 30 days after the initial sample is handed over to the customer;

b) Development costs: 100 % at the time the order is placed;

c) Initial sample costs: 100% following approval of the initial sample, but no later than 30 days after the initial sample is handed over to the customer;

d) Components (series): 100 % after the respective deliveries.

5.2. All payments shall be made by bank transfer within 30 days of the invoice date without any deductions and free of charges to our paying agent. The customer is in default of payment if payment has not been made upon expiry of this period. In any event, cash discounts and/or other price reductions are excluded.

5.3. We are not bound by any payment dedications that are made by the customer (e.g. on the remittance slip). We are entitled to use payments, irrespective of any dedication made, to settle the oldest outstanding invoice items plus any default interest accrued thereon and costs, in the following order: costs, interest, principal claim.

5.4. If i) the customer defaults on an agreed payment or fails to effect another performance in connection with this or another existing legal relationship with us or ii) there is a material deterioration in the financial circumstances of the customer following conclusion of the contract or iii) we become aware of circumstances which are likely to diminish the creditworthiness of the customer, we are – without prejudice to our other rights – entitled to a) postpone performance of our own obligations until such time as performance is effected by the customer and extend the performance period accordingly, b) accelerate payment of all outstanding receivables from this and other transactions and c) only perform this and other transactions and/or outstanding performances against advance payment.

5.5. In case of payment default, the customer shall reimburse to us the costs incurred for issuing reminders and collecting payment insofar as such is necessary for taking appropriate legal action. This includes in any case the cost of two reminder letters at the present standard market rate of at least EUR 40.00 per reminder as well as a reminder letter sent by the attorney in charge of collection. The assertion of other rights and claims remains unaffected.

5.6. The customer is authorised to set off claims only if and to the extent that counterclaims have been established as binding by a court of law (*res judicata*) or have been recognised by us. The customer is not entitled to withhold payments. In particular, the customer is not entitled to withhold payments due to warranty claims or other counterclaims.

5.7. In the case of payment default by the customer, we are entitled to charge statutory default interest at the rate applicable to corporate transactions.

6. Withdrawal from the contract

6.1. Irrespective of our other rights, we are entitled to withdraw from the contract with the customer a) if its performance or the commencement, continuation or completion of the service is impossible for reasons attributable to the customer or if it becomes impossible or is further delayed despite the setting of an appropriate grace period, b) if there are reasons to doubt the customer's ability to meet its financial obligations and the customer, when requested to do so by us, neither makes an advance payment nor provides suitable collateral prior to our performance, or c) if the extension of the performance period amounts in total to more than half of the originally agreed performance period owing to the circumstances specified in 9.4 below, but at least three months.

6.2. For the reasons stated above, our withdrawal may also be declared with respect to an outstanding part of the service.

6.3. If an application for insolvency proceedings is made against the assets of the customer or such proceedings are opened or an application for insolvency proceedings is dismissed due to a lack of sufficient assets, we are entitled to withdraw from the contract without setting a grace period. If this right of withdrawal is exercised, it will immediately become effective at the time the decision is taken not to continue the business of the customer. If the business is continued, withdrawal only becomes effective six months after the opening of insolvency proceedings. In the event of withdrawal, termination of the contract occurs with immediate effect provided the insolvency law to which the customer is subject does not preclude this or if termination of the contract is imperative for the purpose of avoiding serious economic disadvantages on our part.

6.4. Without prejudice to our other rights, we are in the case of withdrawal entitled to a) charge for any performance or partial performance already effected in accordance with the contract and to demand payment therefor (this also applies to any performance which has not yet been accepted by the customer, as well as to any preparatory acts performed by us), b) demand the return of any items already supplied or c) demand fixed compensation from the customer in the amount of 50% of the order value plus VAT without having to furnish proof of actual damage sustained. The assertion of a claim for higher damages and/or a claim over and above the remaining damage and other claims is permitted. The customer's obligation to pay damages is independent of fault.

6.5. The assertion of claims by the customer for lesion beyond moiety (*laesio enormis*), mistake or on the grounds that the basis of the transaction has ceased to exist, is excluded.

7. The customer's cooperation obligation and the provision of equipment and materials

7.1. The customer shall arrange at its expense all necessary third party approvals as well as notifications issued to and approvals granted by authorities.

7.2. If specific regulations under public law or other binding standards apply to any location at which the customer will make use of our goods/services, the customer shall inform us thereof prior to placing the order insofar as our goods/services are affected or may be affected thereby. If the customer fails to comply with this obligation, it is liable for any and all damage arising therefrom, including, for example, claims made against us by third parties due to non-compliance with these regulations or standards; the customer itself does not have warranty claims or claims for damages of any kind whatsoever against us.

7.3. The customer may not assign claims and/or rights arising from the contractual relationship without our written consent.

7.4. Plans, CAD files, etc., prepared by us shall be carefully reviewed immediately following their receipt by the customer. They are deemed to have been approved as soon as the customer has given its approval. We assume no liability for delays and any overrun of an agreed schedule as a result of the customer failing to conduct a review and give its approval without undue delay. The customer shall reimburse to us any additional costs we incur resulting from a delay caused by the customer's failure to conduct a review and issue its approval. If such documents are not produced by us but by a third

party, we assume no liability for any fault on the part of the third party, but only for negligence in selecting this third party. However, such negligence (*culpa in eligendo*) is excluded if the commissioning of the third party is made at the customer's request.

7.5. If tools, equipment or other materials are provided by the customer, we are entitled to charge an appropriate handling fee after consultation with the customer. Failing express agreement, this fee amounts to 5% of the value of the tools, equipment and/or materials provided.

7.6. Such equipment and other materials provided by the customer are not the subject of any warranty and/or liability on our part.

8. Acceptance, performance, and changes to our service

8.1. Initial samples prepared and made available by us shall be carefully reviewed immediately following their receipt by the customer. We are entitled at our request to participate in the review. Initial samples are deemed to have been approved and accepted as soon as the customer has given its approval in writing. We assume no liability for delays and any overrun of an agreed schedule as a result of the customer failing to conduct a review and give its approval without undue delay. The customer shall reimburse to us any additional costs we incur resulting from a delay caused by the customer's failure to conduct a review and issue its approval.

8.2. The partial supply of goods or services is permitted and may be invoiced separately. Complaints made with regard to the partial supply of goods or services do not entitle the customer to refuse the remaining part of the goods or services to be supplied.

8.3. If delivery on call is agreed, the object of performance is deemed to have been called no later than six months after the order is placed.

8.4. We deliver ex works (EXW), in accordance with Incoterms 2020, from the plant/warehouse commissioned by us with supply.

8.5. We are also entitled to employ the services of subcontractors who have not undergone the process of certification (ISO or similar) and we also do not assume any liability for ensuring that subcontractors whose services we employ are appropriately certified.

8.6. Objectively justified, minor changes to the performance of our service which are acceptable to the customer are deemed to have been approved in advance.

8.7. Where a modification or amendment is made to the order for any reason whatsoever after the order is placed, the performance periods/dates are extended and/or postponed by an appropriate period.

8.8. If the customer wishes performance to be effected within a shorter period of time following conclusion of the contract, this constitutes a contract amendment. Overtime may become necessary as a result and/or additional costs may be incurred by expediting the procurement of materials, and the fee payable is increased appropriately in such cases in proportion to the necessary additional work and expense.

8.9. We shall notify the customer if, at the time at which the goods or services are to be supplied, it becomes apparent that the goods/services cannot or should not be provided in the form agreed for technical or other reasons. If the customer decides to proceed with the supply of the goods/services by us in the form that is now recognised as being necessary, the customer shall pay all additional costs associated therewith. If, however, the customer decides in this case not to have the goods supplied or services rendered in the manner we deem necessary and instead insists on the previously agreed performance, we are entitled to withdraw from the contract and demand payment from the customer of the originally agreed remuneration, less the expenses we have not incurred as a result of not rendering the service or the gains we have made by making other use thereof or the gains we have intentionally failed to make. Notwithstanding the foregoing, we are also entitled to supply our goods/services in accordance with the wishes of the customer, but in such a case we are released and exempt from all warranty claims and claims for damages that would not have arisen had the customer accepted the changes proposed by us.

8.10. A reduction in the scope of our goods/services is permissible only with our express written consent. If we do not give our consent, the customer shall pay us the remuneration agreed under the contract also with respect to those goods/services that are not to be provided by us at the customer's request or behest. However, we are obliged to deduct the expenses we have not incurred as a result of not rendering the service or the gains we have made by making other use thereof or the gains we have intentionally failed to make.

8.11. An extension of the scope of the goods/services to be supplied by us is permissible only with our express written consent. We are not obliged to deliver larger quantities or the same quantities sooner than the delivery times agreed in the original contract. If we refuse to consent to an increase in the quantity or to delivery of the same quantity sooner than the agreed delivery time, the customer is entitled to withdraw from the contract, but it shall pay us the originally agreed remuneration, less the expenses we have not incurred as a result of not rendering the service or the gains we have made by making other use thereof or the gains we have intentionally failed to make.

9. Periods and dates of performance

9.1. In the absence of any agreement to the contrary, the periods/dates of performance commence no later than: a) the date on which the signed order confirmation is returned to us; b) the date on which all legal, technical and commercial requirements to which the customer is subject under the agreement have been fulfilled; c) the date on which we have received a down payment prior to supply of the goods/services and/or a payment guarantee is issued or otherwise provided; or d) the date on which all other obligations to which the customer is subject have been duly fulfilled.

The periods/dates of performance are observed if notice of readiness to supply the goods/services has been given by the time they expire. We reserve the right to object to non-performance, incomplete performance and/or improper performance of the contract.

9.2. We specify estimated yet non-binding periods/dates of performance in the contract documents. After the expiry of the anticipated periods/dates of performance, we are in default with performance as soon as it can be demonstrated that we have received a written reminder from the customer sent by registered mail that sets an appropriate grace period that under no circumstances amounts to fewer than 14 days. In the case of custom-made items in particular, the grace period must be calculated to take due account of the fact that we are unable to make any other use of parts already produced.

9.3. The customer is not entitled to postpone or reschedule periods/dates of performance for any reason whatsoever without our written consent.

9.4. In the event of unforeseeable circumstances or circumstances beyond the control of the parties, such as cases of force majeure preventing compliance with the intended periods/dates of performance, such periods/dates are in any case extended/postponed by the duration of these circumstances; this includes in particular diseases, epidemics, pandemics, armed conflicts, interventions and prohibitions by public authorities, transport and customs clearance delays, damage sustained in transit, energy and raw material shortages, employment disputes, and the loss of a major supplier which cannot easily be replaced. The aforementioned circumstances also entitle us to extend and/or postpone the periods/dates of performance if our suppliers are affected by such circumstances.

9.5. If commencement of the service to be provided or implementation thereof is delayed or interrupted by circumstances attributable to the customer, in particular due to a violation of the cooperation obligations specified in section 7., the periods of performance are extended accordingly and the completion dates are postponed accordingly.

9.6. Penalty provisions shall be agreed separately and only become applicable if confirmed by us in writing. Penalties are generally excluded except in those cases where a separate agreement is reached in this respect.

10. Risk assumption and shipment

10.1. The performance and price risk passes to the customer at the time at which the goods are handed over to the forwarding agent or the carrier, but no later than the time at which they leave our warehouse or if the customer is in default of acceptance.

10.2. In the case of shipments, we are entitled to charge packing and shipping costs and collect payment from the customer on a cash on delivery basis if the customer defaults on a payment due under the existing business relationship with us or if a credit limit agreed with us has been exceeded.

10.3. The shipping method is chosen at our discretion. We will invoice the customer separately if the customer requests a special mode of transport or a special means of transportation.

11. Default of acceptance

11.1. If the customer is in default of acceptance (refusal of acceptance, delay in advance services, no request within an appropriate period in the case of orders for goods to be delivered on call) for more than two weeks and the customer, despite the setting of an appropriate grace period, has not remedied the circumstances attributable to it which are delaying or impeding performance of the service, we may – while the agreement remains in effect – otherwise dispose of the materials set aside for performance of the service provided that in case of continuation of the performance of the services we procure such materials again within an appropriate period depending on the particular circumstances.

11.2. In case of default of acceptance by the customer, we are likewise entitled at our option – while insisting upon the performance of the contract – to ship the goods to the customer or to store the goods for the customer at its expense and risk. In the case of storage, we are entitled either to store the goods ourselves and charge a standard fee for storage or have the goods stored in the customer's name and for its account by third parties.

11.3. If however the customer is in default of acceptance, we also have the right to withdraw immediately from the contract after an appropriate grace period expires without result and to resell the materials set aside for performance of the service after successfully having withdrawn from the contract or otherwise dispose of them.

11.4. The assertion of our other rights and claims remains unaffected.

12. Reservation of title

12.1. The goods/services supplied or otherwise delivered by us remain our property until such time as payment is received in full. Furthermore, we retain title to the goods until all receivables due from the business relationship with the customer are settled in full. If the value of the goods to which title is reserved exceeds the receivables to be secured from the business relationship by more than 20%, we shall release a corresponding portion of the security interest at the request of the customer.

12.2. The customer shall treat the goods with care for the duration of the period during which title is retained. Insofar as maintenance and/or inspection works are required, the customer shall have such works carried out on a regular basis at its own expense. The customer shall inform us immediately in writing of any seizure of the goods by third parties, in particular of any enforcement measures taken, as well as of any damage to or the destruction of the goods. In such cases, the customer shall also make the third party aware of our ownership rights. The customer shall notify us immediately of a change in ownership of the goods, as well as any change in its own address. The customer shall compensate us for all loss, damage and costs resulting from a violation of these obligations and from intervention measures that prove necessary to protect against seizure of the goods by third parties.

12.3. If the customer is a reseller, it is entitled to continue to resell the goods in the ordinary course of business. It assigns to us in advance all existing receivables equivalent to the invoice amount which are due to it from third parties as a result of the sale. The customer shall make a corresponding statement of assignment in its books or on its commercial invoices. We accept this assignment. Following assignment, the customer is empowered to collect the receivables so long as it meets all of its payment obligations toward us and/or until such time as this is revoked by us. We reserve the right to collect receivables ourselves as soon as the customer fails to meet its payment obligations properly and defaults on payment. Moreover, reselling is only permitted if we have been notified in advance in a timely manner and have been provided with the name and address of the buyer, and on condition that we have given our express written consent to the sale. In the event we have given consent, sentences 2 to 6 above in this section 12.3 will apply mutatis mutandis.

12.4. The customer gives his express agreement that we may – to the extent this is acceptable for the customer – enter the premises at which the goods subject to reservation of title are being held in order to assert our right thereto, in particular to assess our goods to which title is reserved and to label them as such, after giving reasonable advance notice.

12.5. The customer shall bear all necessary and reasonable costs for taking appropriate legal action.

12.6. In the event the customer acts contrary to the terms of the agreement, in particular in case of payment default, we are entitled to withdraw from the contract and/or demand return of the goods. In addition, we are entitled in the event of a violation of an obligation under clause 12.2 above to withdraw from the contract and/or demand return of the goods. Asserting our right to reservation of title only constitutes withdrawal from the contract if this is explicitly stated.

12.7. We may realise the best possible price for any reclaimed goods subject to reservation of title on the open market.

12.8. Until all of our receivables are paid in full, the goods subject to reservation of title may not be pledged, assigned by way of collateral or otherwise encumbered with third party rights.

12.9. The treatment and processing of the goods by the customer shall at all times be made in our name and on our behalf. If the goods are processed, we acquire co-ownership of the new item in relation to the value of the goods supplied by us. The same applies in those cases where the goods are processed or combined with other items which do not belong to us.

13. Third party rights

13.1. In respect of goods/services manufactured by us according to the customer's documentation (construction specifications, drawings, models or other specifications, etc.), the customer solely assumes liability for ensuring that third party rights are not infringed by such goods/services.

13.2. If third party rights are nevertheless asserted, we are entitled to halt production of the goods/services at the risk of the customer until such time as the issue surrounding third party rights is clarified, save where the claims are patently unjustified.

13.3. The customer shall upon first request hold us completely free and harmless with regard to any such infringement of third party rights. Likewise, we may seek compensation from the customer for the necessary and expedient costs incurred by us.

13.4. We are entitled to demand from the customer the payment of an appropriate advance on any procedural costs.

13.5. Unless otherwise agreed, we shall supply goods or services free and clear of third party intellectual property rights only in the country in which the place of delivery/performance is located. Insofar as a third party asserts justified claims against the customer on account of the infringement of intellectual property rights as a result of the supply of goods/services by us and used in accordance with the contract, we are liable vis-à-vis the customer within the period specified in section 15.1 as follows: a) we shall – at our option and expense – either obtain a right of use for the relevant goods/services, effect changes so that the intellectual property right is not infringed or provide a replacement. Where this is not possible for us on terms and conditions which are fair and reasonable, the customer may avail itself of its statutory conversion or price reduction rights; b) our obligation to pay compensation is set out in section 16.; c) our aforementioned obligations only exist to the extent that the customer immediately informs us in writing of the claims asserted by third parties, does not concede the existence of an infringement and leaves to our discretion all defensive measures and settlement negotiations. If the customer ceases use of the goods/service on the grounds of mitigation or for other important reasons, it shall make the third party aware that its cessation of use does not constitute an acknowledgement of an infringement of intellectual property rights. Any claims the customer may have are excluded insofar as the customer is responsible for the infringement of intellectual property rights. Furthermore, any claims the customer may have are excluded insofar as the infringement of intellectual property rights is caused by customer requirements, an application not envisaged by us or as a result of the modification of the goods/service by the customer or because of any use in combination with products not supplied by us, in respect of which the customer shall hold

us free and harmless in this regard. In the case of infringements of intellectual property rights, the provisions set forth in sections 5.6, 15.1 and the final sentence of 15.2 apply mutatis mutandis to the claims of the customer that are governed by 13.5 a).

14. Our intellectual property

14.1. All rights, in particular industrial property rights, copyrights, know-how and/or other intellectual property rights, to the products/works produced and/or supplied by us and their manufacturing processes, their application and/or the associated processes, as well as to components, plans, sketches, descriptions, drawings, manuals, assembly instructions, calculations, cost estimates, offer concepts and other technical documents, as well as samples, prototypes, catalogues, brochures, illustrations, offers and the like, as well as commercial and/or technical information, are and remain our exclusive property and we reserve all rights thereto. With the exception of the right to use the product/work in its specific composition and design as acquired from us in the manner intended for use, our customer is not granted any rights whatsoever, in particular no further rights of use or licensing rights.

Unless the product/work is intended for resale by our customer, our customer is exclusively entitled to these rights and they are not transferable and/or sublicensable.

14.2. If we provide our customer with manuals, user documentation or comparable instructions, they are made available solely as an aid to ensure the proper use of the product/work. Our customer is not entitled to use these documents in any way that exceeds their use for the use of the product/work; in particular, our customer is not entitled to exploit, reproduce, distribute, process or modify them or make them available, in any form and on any data carrier whatsoever, and regardless of whether they are known or not at the time of the conclusion of the contract.

14.3. Should a product (work) be manufactured by us based on design information, drawings, models or other specifications provided by our customer and/or if for this reason we have an action brought against us by a third party alleging an infringement of patent, trademark or design protection rights or copyrights or other intellectual property rights, our customer shall expressly indemnify and hold us entirely free and harmless with respect thereto.

14.4. All rights to benefits, knowledge, developments, inventions, etc., arising within the context of or in connection with the services provided by us, irrespective of whether our customer was involved in the provision of services in any way, are our exclusive and unrestricted property. Any rights arising on the part of our customer are automatically transferred to us at the time at which the benefits, knowledge, developments, inventions, etc., arise or come into being, and in this regard we are also entitled to the exclusive rights of use (to the work). In particular, we also have the exclusive right to file applications for the registration of property rights. Our customer may not assert any rights whatsoever, in particular rights of prior use, with regard to applications for the registration of property rights.

14.5. Our customer is not entitled to remove or modify our trademarks, signs and/or other affixed notices.

14.6. If at the customer's request we approve the transmission or disclosure of our documents to the customer's buyers, our customer shall notify its buyers of our aforementioned rights and require them to comply with and impose the above provisions on others. This concerns in particular the obligation to require any further buyer to comply with the above provisions. In the event of non-compliance, our customer is liable for the conduct of its customers to the same extent as it is for its own conduct.

15. Warranty (liability for defects)

15.1. The place of performance under the warranty is the original place where goods/services are supplied. Any return of defective goods requires our prior written consent. If we give our consent, the goods shall be delivered to the plant/warehouse originally commissioned by us with the supply of the goods/services. Goods returned without our prior written consent will not be accepted or will be returned to the sender at its expense. The warranty period for our goods/services is one year from the transfer of risk.

15.2. Subject to compliance with the agreed payment terms in accordance with the following provisions, we are only under an obligation to remedy any defect that impairs functionality due to a fault in construction, material or workmanship if it can be shown to have already existed at the time of the transfer of risk. A defect regarding the material and/or workmanship is solely deemed to exist if and to the extent that the goods/services do not have the properties and characteristics expressly agreed upon in the contract. All ancillary costs incurred in connection with rectifying the defect (such as, for instance, costs of transportation, disposal, travel and travel time) are for the customer's account.

15.3. The correction of a defect alleged by the customer does not constitute an acknowledgement of the existence of a defect.

15.4. The customer shall at all times be required to prove that the defect was already present at the time of the handover.

15.5. The warranty claims of the customer require the customer to have duly fulfilled its examination obligation and its duty to give notice of defects. Furthermore, the item in respect of which notice of defects is given must in any event be left in a completely unaltered state. If the item to which the objection relates has been altered, the assertion of any warranty claim by the customer is excluded unless it can be demonstrated that we acted with intent or as a result of gross negligence. The customer must immediately examine our goods/services for defects (even in the case of the partial supply of goods or services) and notify us of any defects found without undue delay, but within one week of receipt of the goods/services at the latest, otherwise the assertion of any warranty claims for defects and other liability claims is likewise excluded. Latent defects shall be notified to us without undue delay, but no later than one week following their discovery, otherwise the assertion of any warranty claims for defects and other liability claims is likewise excluded.

15.6. If the assertions made by the customer regarding alleged defects are unjustified, the customer shall compensate us for any expenses we incur in determining the absence of defects or correcting faults at our standard rates of remuneration.

15.7. We are entitled to carry out, or have carried out, any inspection we deem necessary, even if this renders the goods or workpieces unusable. In the event such an inspection shows that we are not responsible for having caused any faults, the customer shall bear – for adequate compensation – the costs incurred for such an inspection.

15.8. We provide a warranty for defects in our goods/services initially at our option by means of improvement or replacement. If improvement and replacement are not possible or feasible, the customer may demand a reduction in the price or, provided it does not concern defects of a minor nature, cancellation of the contract, at its option. The necessary manpower, energy and rooms shall be provided by the customer free of charge upon our request and the customer shall cooperate as required under section 7.

15.9. We shall be allowed at least two attempts at improvement or replacement on the part of the customer.

15.10. The warranty period is not extended or interrupted by improvement and/or replacement. With regard to new parts used within the context of improvement and/or replacement, any independent warranty for defects irrespective of the legal grounds therefor is excluded.

15.11. If the goods/services are manufactured on the basis of the requirements, drawings, plans, models or other specifications of the customer, we only warrant that we have executed performance in accordance with the agreement. We assume no liability for defective delivery and performance on the part of our subcontractors, provided that the subcontractors in question have only been engaged by us at the request or behest of the customer.

15.12. The customer shall cease any and all use or processing of the defective goods/services, which risks further damage or prevents or makes it more difficult to identify the cause of the defect, insofar as this is not unreasonable.

15.13. The warranty does not apply to and/or all other liability on our part is excluded for faults resulting from any arrangement and/or assembly or installation not undertaken by us, from inadequate equipment, any non-compliance with assembly requirements and/or operating requirements and/or installation requirements, certification or approval notices, terms and conditions of use and/or maintenance, or from faults resulting from any overloading of the parts in excess of the values specified by us, and from the negligent, improper and/or incorrect treatment or storage and/or use of unsuitable operating consumables, and/or from faulty assembly, operation or maintenance. Further, we give no assurance and assume no liability for damage or injury attributable to the actions of third parties, to atmospheric discharges and/or to electrical, electronic and/or chemical influences. The warranty does not relate to the replacement of parts subject to natural wear and tear.

15.14. The warranty lapses immediately if the customer itself or a third party not expressly authorised by us makes changes to, repairs or carries out maintenance on the items supplied without our written consent.

15.15. In case of defects other than the defects in title regulated under section 13.5, the provisions of this section 15 apply *mutatis mutandis*.

15.16. Our liability for defects is comprehensively regulated in this section 15. Any further warranty for defects on our part, irrespective of the legal grounds therefor, is hereby excluded.

16. Liability and limitations on liability

16.1. In cases of slight negligence, any liability on our part and in respect of our employees, contractors or other vicarious agents ("people") is excluded for damage to property and financial loss, irrespective of whether it concerns direct or indirect damage, lost profit or consequential damage, damage due to delay, impossibility, positive breach of an obligation or breach of contract, culpa in contrahendo, or due to defective or incomplete performance or any damage resulting from third party claims against the customer. The injured party at all times bears the burden of proving gross negligence or wilful intent. To the extent our liability is excluded or limited, this also applies to the personal liability of our employees.

16.2. The aforementioned limitations on liability do not apply if the damage results from dangers that neither are typical for the legal relationship nor were foreseeable given the special circumstances of the individual case.

16.3. Our goods/services only offer the level of safety that can be expected on the basis of authorisation regulations, operating instructions, our regulations on the handling of the goods and/or use of the services – in particular with regard to any compulsory inspections – and other instructions given.

Should the customer itself be made liable under the Austrian Product Liability Act (*Produkthaftungsgesetz*) or corresponding foreign legislation, it shall expressly waive any right of recourse against us, in particular within the meaning of Section 12 of the Austrian Product Liability Act or corresponding provisions of foreign legislation unless it can be shown that we were grossly negligent in this regard.

16.4. We are under no obligation to check that any documents provided to us (plans, drawings, sample calculations, technical descriptions, official authorisations, etc.) and/or materials or instructions given or issued to us are correct, suitable and compatible with the goods/services which have been ordered. The customer guarantees their accuracy, suitability and compatibility. Furthermore, we are not obliged to carry out any special checks or take measurements (of preliminary work undertaken by third parties, of existing tools, machines or structures, etc.). We are not subject to a duty of inspection, warning and/or notification with regard to factors or circumstances of a technical or factual nature which fall outside of our agreed scope of services or the services offered. We assume no liability for any negative consequences resulting from the obvious or obscured unsuitability of documents, data, materials and/or incorrect instructions provided by the customer. We assume no liability for any fault on the part of our subcontractors, provided that the subcontractors in question have only been engaged by us at the request or behest of the customer.

16.5. All liability claims which are deemed to exist against us on their merits are limited in terms of amount to the net value of individual goods/services substantiating the liability claim in question or to the actual cover provided under any insurance policy taken out by us, whichever is the greater.

16.6. Any liability claims against us lapse 12 months after provision of our goods/services; in the case of tortious liability, from the time of knowledge, or in the case of grossly negligent ignorance, from the time of the circumstances giving rise to the claim and the person liable to pay damages.

16.7. The aforementioned limitations on liability also apply with regard to damage caused to property entrusted to us for processing purposes.

16.8. Through appropriate training, instructions and documentation, the customer shall ensure the proper use of our products in its applications. In so doing, the guidelines specified by us shall be observed and adhered to. We are not subject to any duty to check or warn the customer with respect to the purpose for which the customer intends to use the products supplied by us. If and to the extent that the customer's business segment is subject to procedural, environmental and/or safety guidelines, standards or conditions, the customer shall take them into consideration and/or ensure their compliance and the operation of the product supplied in the context of its product and/or business and it shall indemnify and hold us free and harmless in this respect from and against third party claims.

16.9. Unless otherwise specified in these General Terms and Conditions, our liability is comprehensively regulated in this section 16. Any further liability on our part, irrespective of the legal grounds therefor, is excluded.

17. Reorders and the scrapping of tools

17.1. The parts produced by us can be reordered by the customer for up to a maximum of 10 years after the series discontinuation date. It is only possible to place an order with a minimum purchase quantity of 50 units. In general, reorders cannot be supplied at the price applicable to the original series; rather, prices shall be negotiated with us separately. If a separate price agreement cannot be reached, we are entitled to invoice the costs actually incurred by us plus a reasonable surcharge for profit as is customary in the industry.

17.2. Irrespective of ownership, all part-specific production equipment will be stored by us for a maximum of 10 years. Such production equipment can also be scrapped earlier at the express written request of the customer. Scrapping costs are not included in the costs for the goods/services offered by us. The scrapping costs actually incurred shall be paid by the customer. The customer shall bear the costs incurred for storage and insurance of the production equipment until scrapped. We are liable within the scope of section 16 above in the event of damage to or destruction of the production equipment.

18. Severability

Should a provision of the agreement be or become ineffective, either in whole or in part, the permissible provision which comes closest to the economic purpose of this provision shall be deemed to have been agreed. This also applies if a provision is deemed ineffective due to a measure of performance or time denominated in the agreement; in such cases, a measure of performance and time which comes closest to that intended and which is legally permissible replaces the one originally agreed. This is without prejudice to the remainder of the agreement. The same applies to any omissions in this agreement that need to be rectified.

19. General

19.1. This agreement is solely subject to and construed in accordance with Austrian law.

19.2. The conflict-of-law rules of private international law are excluded.

19.3. The place of performance for our contractual obligations is the plant/warehouse commissioned by us with supply. The place of performance for all customer obligations is Molkereistraße 4, Ried im Innkreis, A-4910.

19.4. It is agreed that all legal disputes between us and the customer arising from or in connection with the contractual relationship shall be settled by the court with local and subject-matter jurisdiction for Ried im Innkreis, A-4910. Notwithstanding that, we are at our option entitled to institute legal proceedings against the customer in any other court which may be competent under national or international law.

19.5. The customer shall notify us immediately in writing of any changes to his name, the name of his company, his address, legal form or other relevant information.

19.6. If our products are exported, the relevant export and control provisions must be observed and adhered to. Any authorisations shall be obtained by the customer and submitted to us in a timely manner. Should this not happen, we are entitled to withdraw from the contract without incurring any liability to pay damages to the customer in this regard. The customer is solely responsible for assessing whether a product requires an export licence and whether the export is subject to special control provisions. For each breach of such provisions, the customer shall indemnify us from and against third party claims of any kind whatsoever. This also applies to any and all costs that are incurred by us in connection with the exercise of our rights.

19.7. We are under no obligation to store, keep or save printed products, assemblies, data carriers, including the data, films, papers, etc., thereon after execution of the order unless a written agreement to that effect has been reached with the customer. Furthermore, any retention obligation so agreed expires if the customer fails to pay the costs charged therefor within four weeks. We are not obliged to take out insurance to cover risks relating to stored/saved goods/data.