

General Terms and Conditions of Purchasing at J. Christof Gesellschaft m.b.H.

1. Applicability

1.1. For contractual declarations and contracts of J. Christof Gesellschaft m.b.H. regarding the delivery or output of goods or services (together referred to as “Service”), these General Terms and Conditions of Purchasing (“General Terms and Conditions of Purchasing”) shall apply exclusively in relation to the contractor/supplier (“Contractor”) provided that no other written agreement exists.

1.2. Deviating conditions on the part of the Contractor shall only become part of the contract if J. Christof Gesellschaft m.b.H. (“Client”) expressly agrees to them in writing within the scope of each individual business case. Non-mandatory law must be applied in place thereof should no express written agreement exist.

1.3. With the execution of the agreement (first delivery), these General Terms and Conditions of Purchasing shall be deemed acknowledged, and the Contractor shall acknowledge them as exclusively legally binding for all future delivery relationships as well, even if no express reference is made thereto.

1.4. Should individual provisions of these General Terms and Conditions be or become invalid and/or unenforceable, this shall have no effect the validity of the remaining provisions. In place of these invalid provisions, valid and enforceable provisions, which best correspond to the function of the invalid and/or unenforceable provisions as well as to the intention of the parties, shall enter into force without additional agreement.

2. Proposals by the Contractor

2.1. To the extent that no other agreement was made, the Client shall have no obligation to reimburse the Contractor for writing the proposals, planning, costs estimates, etc., regardless of what preparations were necessary for this.

2.2. The proposals of the Contractor must correspond literally to the text of the request and include the proper request number. Potential alternative proposals must be submitted separately and contain the express references to the normative and linguistic deviations.

2.3. Proposals that do not fully comprise the objective General Terms and Conditions of Purchasing – and potentially special conditions underlying the request of the Client in addition to these General Terms and Conditions of Purchasing – or, for their part, refer to the General Terms and Conditions of the Contractor shall not be accepted. Possible statements on the part of the Client regarding such proposals of the Contractor shall by no means be construed as an acceptance thereof.

2.4. By submitting his proposal, the Contractor shall declare and bear liability for ensuring that all requirements for fulfilling his service have been specified. He may not claim that the documents given to him by the Client are ambiguous or erroneous, or that individual services deemed applicable for proper fulfillment according to customary practice in the industry or otherwise necessary for fulfillment in accordance with the contract, are not cited in particular. Should the Contractor believe that the documents provided to him are ambiguous or erroneous the Contractor must immediately alert the Client in writing with respect to potential deficiencies or concerns. The written warning of the Contractor must be made in a manner understandable for the Client and with reasonable proposed solutions.

2.5. Proposals on the part of the Contractor that do not include any express acceptance period may be accepted by the Client up to the expiration of 12 (twelve) weeks from receipt by the Client.

2.6. Should an agreement between the Client and the Contractor not materialize, the Contractor shall be obligated to return immediately and without solicitation all documents to the Client, which he provided, with respect to a notified conclusion of the agreement.

2.7. The Client shall be entitled to retain all plans, cost estimates, as well as designs of the Contractor.

3. Conclusion of the Agreement

3.1. Requests for proposals on the part of the Client to potential Contractors shall by no means result in obligations on the part of the Client.

3.2. Only written orders of the Client shall be legally binding. E-mail or fax orders meet the written form requirement.

3.3. The Contractor must promptly accept orders from the Client in writing, however not later than within 3 (three) business days following receipt thereof; otherwise the Client shall no longer be bound thereto.

3.4. Subsequent amendments shall only be valid if they are issued or verified by the Client.

3.5. The Contractor shall not be entitled to impart orders in whole or in part to third parties without the written consent of the Client. Excluded from this shall be the indispensable procurement of primary material and/or of standard and special components. A violation against this provision shall entitle the Client to revoke the order without compensation; further claims shall remain unaffected by this.

3.6. The negotiation protocol, if applicable, is an integral part of the order and shall in any case have priority over these General Terms and Conditions of Purchasing.

3.7. The Contractor shall be precluded from contesting or amending the agreement due to error (including calculation error). Moreover, the Contractor shall forego the right of appeal on the grounds of reduction by more than half.

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4. Early Termination of the Agreement

4.1. The Client shall particularly have the right to immediately terminate the agreement for the following reasons as well:

- Doubt with respect to the ability of the Contractor to pay and if he does not provide adequate assurance at the request of the Client prior to delivery or rendering of service
- Change of ownership of the Contractor
- Assignment of claims against the Client as well as the transfer of rights to collect debt against the Client to third parties; violations on the part of the Contractor against public law regulations or against the provisions of these purchasing provisions
- If the Contractor made agreements with other companies that are disadvantageous for the Client or that violate accepted principles of morality or the principle of competition
- If the Contractor directly or indirectly promised or presented benefits to or threatened or inflicted disadvantages on employees of the Client involving the completion or execution of the contract
- The execution of the delivery or the beginning or the continuation of the service is impossible or becomes further delayed despite setting a reasonable extension period for reasons, for which the Contractor is responsible.

4.2. The Contractor shall be obligated to inform the Client about these circumstances immediately in writing.

4.3. The Client shall have the right to prematurely terminate the agreement in whole or in part at any time with or without setting an extension period should the Contractor violate significant contractual provisions. Further claims of the Client shall remain unaffected by this.

5. Transfer Right of the Client

The Client shall be entitled to impart/transfer the agreement with the Contractor in full at any time to a subsidiary of J. Christof Gesellschaft m.b.H., wherein the

Client, in addition to the new Client, shall continue to liable with respect to the Contractor for his contractual claims.

6. Right of Interruption of the Client

The Client shall be entitled to demand the Contractor to interrupt service as well as to reschedule contractually stipulated deadlines without giving reasons. A claim for remuneration on the part of the Contractor for periods of service interruption or upon rescheduling deadlines shall only exist if the total extent of the interruption or the deadline rescheduling exceeds 50% of the agreed delivery or service period. This amount of this claim for remuneration shall be limited to the actual shutdown costs verified by the Contractor.

7. Delivery

7.1. The agreed delivery deadlines shall not be unilaterally changeable. Alone the receipt at the agreed place of fulfillment is relevant for the timeliness of the delivery or service. Delivery and service deadlines must be calculated from the date of ordering by the Client.

7.2. To the extent the Contractor must provide attestations, certificates, test protocols, quality documents, legally or contractually necessary documents, credentials, operating, service or maintenance manuals or other documents, the completeness of the service or delivery also requires the receipt of the documents.

7.3. Deliveries or services prior to their due date and partial services shall only be permitted following written approval on the part of the Client and shall not cause a premature claim for payments.

7.4. The determination of the acquisition by the Client is decisive for the determination of the delivered quantity. In the case of a partial delivery or partial service, the Client shall be entitled to already use the partial delivery or partial service before completion of the total delivery or service without contractual fulfillment being accepted in any way.

7.5. In the event of a foreseeable delay of a service or delivery, the Contractor must inform the Client immediately in writing. The acceptance of the delayed service or delivery by the Client shall not constitute any kind of relinquishment of claims, particularly of claims for damages.

7.6. In the event of missed deadlines, the Contractor shall be obligated to utilize the fastest possible measure to reduce the deadline delay. The Contractor shall cover the costs for these measures.

7.7. In the case of a delay, which is the fault of the Contractor, the Client shall be entitled to withdraw from the agreement with immediate effect after the expiration

of 14 (fourteen) days without having to set an extension period. If a fixed deadline was agreed, the agreement shall be dissolved with the breach of the deadline unless the Client desires the fulfillment of the agreement within fourteen (14) days.

7.8. To the extent that nothing else was agreed to on an individual basis, the Client shall expressly retain the right to charge a contractual penalty of 1% for each commenced week of delay, though no more than 25% of the overall order volume, even if the Client has accepted the postponement. The Client shall expressly retain the right to charge a contractual penalty of 0.5% for each commenced week of delay, though no more than 12.5% of the overall order volume, even if the Client has accepted the postponement of the documentation deadlines (see point 7.2).

7.9. The goods must be properly packaged. The delivery must comply with the safety, packaging, and hazardous goods regulations applicable at the place of service fulfillment. Relevant paperwork (particularly that required according to point 9 of these General Terms and Conditions of Purchasing) must be included in the delivery. The packaging must be selected considering relevant

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packaging standards, such that a damage-free delivery and efficient internal manipulation on the part of the Client is ensured.

7.10. A corresponding bill of lading detailing the order number of the Client, the item number of the Client, and the delivery quantity must be included with each delivery.

8. Place of Delivery/Transfer of Risk

8.1. The transfer of risk shall occur after formal acceptance for services and at the agreed place of fulfillment for deliveries. If this is not agreed to, the delivery destination disclosed by the Client shall be considered as the place of fulfillment.

8.2. Provided that no other agreements were made between the parties, ownership shall be passed to the Client with completion of the unloading process at the place of fulfillment.

9. Quality and Documentation

9.1. The Contractor must conduct a quality control appropriate to the nature and scope in accordance with the latest state of the art. The Contractor shall be obligated to present all legally or contractually required documents, credential, and attestations in the necessary form and language. Operating, service, and maintenance manuals must also be provided without special instructions and without additional costs.

9.2. The Contractor must guarantee the presentation of the documents as well as the correctness and completeness of these documents to the Client and, in this regard, to indemnify the Client against all claims.

9.3. The Contractor must comply with all normative and statutory provisions and regulations, particularly in relation to environmental protection, the cycle of used materials, and the personal safety of employees during the execution of the accepted orders. Respective proof must be provided at the request of the Client.

9.4. The Contractor shall commit to provide his goods deliveries while continuously complying with relevant environmental law provisions and standards, as well as in accordance with the state of the art. The Contractor shall continue to observe (potentially within the scope of economically reasonable limits) an environmentally friendly delivery of goods in accordance with environmental law and the Waste Management Act in its applicable version. This includes the selection of environmentally friendly and recyclable input materials, low-emission, low-pollution, as well as energy and resource-saving solutions. The Contractor shall be obligated to ensure the validity of the waste management concept and to present the credentials for this in the event of potential requests. Should the Contractor be certified in accordance with EN ISO 14001, relevant procedures and requirements with respect to environmental management must be disclosed at the request of the Client.

10. Acceptance

10.1. Inspections, tests, visits, acceptance or the approval of plans, etc. shall not constitute any implied acceptance of the service by the Client.

10.2. The services of the Contractor shall only be deemed accepted if this was confirmed in writing by the Client.

11. Pricing, Payment Terms

11.1. In case of doubt, the prices specified and agreed to in the proposal of the Contractor shall mean including all overtime, including conventional packaging, delivered place of fulfillment at the expense and risk of the Contractor, including import duties, excluding sales tax, and including all other fees, taxes, and duties that are the responsibility of the Contractor. If any taxes and/or duties apart from sales tax are to be paid by the Client in conjunction with the service of the Contractor, the agreed price must be reduced by this amount. This tenet may only be amended following previous written agreement of the parties.

11.2. If not otherwise agreed to, payment for contractual deliveries or services must be made net within 30 (thirty) days less -3% discount or 45 (forty-five) days, for partial invoices, final invoices or partial final invoices within 90 (ninety) days following receipt of the auditable invoice.

11.3. The payment term shall begin as soon as the delivery or service has been completely provided, if necessary, accepted by the Client, and the properly issued invoice and the material certificates for the materials ordered following required attestation have been received by the Client.

11.4. Payments shall not constitute an acceptance of the delivery or service as according to the contract.

12. Compensation/Right of Retention

12.1. If there is a defect, the Client shall be entitled to completely withhold payment until the defect has been properly remedied, namely without losing payment benefits in the process, e.g. rebates or discounts.

12.2. The Contractor shall not be entitled to offset against receivables owed to him by the Client.

12.3. The Client shall be entitled to offset against receivables owed to the Client as well as his affiliated companies by the Contractor.

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13. Warranty

13.1. The service shall primarily have the purpose of complying with the contractual agreements, the latest state of the art, the applicable standards, and the relevant provisions of the respective authorities and trade associations.

13.2. By accepting or by approving the presented drawings or documents, the Client shall not waive warranty claims.

13.3. The warranty period for the services of the Contractor shall begin no sooner than at the point the service (delivery) is provided in full to the Client at the place of fulfillment. Partial deliveries and partial services (even if contractually agreed upon), such as the commissioning and initial operation of partial deliveries and partial services by the Client, shall not trigger the start of the warranty period.

13.4. The warranty period shall be interrupted by each written notice of defect.

13.5. The Contractor shall forego objecting to a delayed notice of defect. The application of § 377 UGB (Business Enterprise Code) shall be precluded.

13.6. The Contractor shall bear liability for defects during the warranty period in such a way that the Client – irrespective of his other rights – is entitled to demand at his discretion a replacement delivery or service, remedy of the defects, a reasonable price discount or change. In those cases, in which the Contractor does not fulfill his warranty obligation within a reasonable period as well as in other

particularly urgent cases upon request, the Client shall be automatically entitled to remedy the defect himself or to have it done by a third party or, if this is not possible, to otherwise procure a replacement at the expense of the Contractor. The damages incurred by the Client due to defective deliveries or services must be refunded by the Contractor.

13.7. The place of fulfillment or the modalities for remedying the defects within the warranty obligation shall be determined by the Client.

13.8. All ancillary costs (e.g. for the installation and dismantling, transportation, disposal, travel and route time, renewed testing, attestations, etc.) shall be covered by the Contractor.

13.9. The warranty period shall be 36 (thirty-six) months. The warranty rights of the Client shall additionally remain at least 24 (twenty-four) months after commissioning by the end user. If the Client provided a guarantee for a contractor, § 933b ABGB (General Civil Code) shall be applied analogously.

13.10. If defects are identified within the warranty period, it shall be assumed that they were present at the point the service was completed. Defects that occur within the warranty period may be legally enforced up to 2 (two) years following expiration of the warranty period. The right of the Client to indefinitely enforce defects by way of legal defense shall remain unaffected.

14. Liability

14.1. The Contractor shall be liable to the Client for all damages resulting from or in conjunction with the delivery or service.

14.2. In the event of the enforcement of claims by third parties, the Contractor shall commit to provide all information required for defending these claims and to join litigation as an intervenient.

14.3. The Contractor shall indemnify the Client against claims for compensation from third parties, which are asserted against the Client due to a product fault or defect, for which the Contractor is (also) responsible.

14.4. The Contractor shall commit to take out an appropriate, adequate business liability insurance policy in relation to the order volume and the risks associated with providing the service or delivery, and to substantiate this for the Client upon request. Should this not get done or if the Contractor refuses to carry out a reasonable increase of the insurance amount, the Contractor shall default and the Client shall be free to deny the delivery or service payment of the Contractor until an appropriate insurance confirmation is presented or to distance himself from the agreement and to seek compensation or to take out appropriate insurance and to demand compensation from the Contractor.

14.5. The Contractor shall be liable for ensuring that the service or delivery is free of third party rights (particularly ownership rights and security interest), that unencumbered property is granted to the Client, and that no property or intellectual property rights of domestic or international third parties are infringed through the service and their use. The Contractor shall indemnify the Client against all claims in this regard.

14.6. The Client shall bear liability within the scope of statutory provisions only in the case of willful intent and gross negligence.

15. Force Majeure

Force majeure means external and unforeseeable events that are unavoidable with reasonable measures. If a party is unable to provide their contractual service due to force majeure, they must inform the other party immediately in writing and verify this accordingly, and their service obligation shall be in abeyance until the force majeure has ceased, provided that bypassing the impact of the force majeure is not possible. Non-compliance with deadlines by primary suppliers or shipping companies as well as failure of a work piece does not constitute an event of force majeure.

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16. Intellectual Property Rights

The Contractor shall provide the Client with all intellectual property rights necessary for the proper, contractually agreed upon and free use of the service or delivery.

17. Non-Disclosure

17.1. The Contractor shall commit to the strict confidential handling of all information and documents or provided drawings, calculations, etc. received from the Client or otherwise in conjunction with the placement of proposals or the contractual fulfillment. This shall exclude that information and those documents, for the publication of which the Contractor is legally obligated or which are commonly known.

17.2. If the transfer of information and documents to third parties is absolutely necessary for fulfillment of the agreement, the Contractor shall impose the duty of confidentiality on them and take responsibility for the confidentiality on their part.

17.3. In the event of a violation against the rule of confidentiality, the Contractor shall commit to pay a contractual penalty of 100,000.00 euros (one hundred thousand euros) to the Client for each violation. The Client shall be entitled to deduct this amount from the purchase price.

17.4. In any case, the Contractor must ensure compliance with the duty of confidentiality for potential violations of his staff and subcontractors as well as their employees and fully indemnify the Client against all claims in this regard.

18. Code of Conduct

The Contractor is aware of the Code of Conduct, to which the Client has committed himself, and must observe it when providing its services or deliveries.

19. Applicable Law, Court of Jurisdiction

19.1. Austrian law shall apply with the exception of conflict of law provisions and the UN Sales Convention.

19.2. The court of jurisdiction shall be the respectively factual and competent court for the Client. The Client shall also be free to assert claims with the factually competent court for the headquarters of the Contractor.

20. Language

Should there be deviations or discrepancies between the German-language and a foreign-language version of these General Terms and Conditions of Purchasing, the normative content of the German-language version shall apply exclusively between the Client and the Contractor.