

P R E A M B L E In business cases where KRASSER GmbH acts as the purchaser with respect to a natural person or legal entity (hereinafter referred to as the "Supplier") in connection with paid work, goods or services, these General Terms and Conditions of Purchase (hereinafter referred to as the "GTCP") shall apply.

I. ORDER PLACEMENT AND ORDERING

1. All orders placed by KRASSER GmbH are based exclusively on these GTCP, which constitute an integral part of every contract between KRASSER GmbH and its Supplier.
2. Should provisions deviate from these GTCP, they shall only be legally binding for KRASSER GmbH if they are acknowledged in writing by KRASSER GmbH.
3. No terms and conditions of sale of the Supplier shall take precedence over these GTCP unless explicitly agreed otherwise in writing. In particular, KRASSER GmbH is not obligated to object to any conditions used by the Supplier where such are in opposition to these GTCP. Failure to object does not under any circumstance mean consent or acknowledgement. Reference by KRASSER GmbH to the Supplier's quotation documents does not mean acknowledgement of its terms and conditions or rules.
4. Orders are only legally binding for KRASSER GmbH if they are placed with the order forms of KRASSER GmbH and duly signed. Advance orders made orally, by phone or email as well as oral agreements and changes shall only be valid if confirmed by us in writing.
5. Inquiries made by KRASSER GmbH are always non-binding and do not obligate KRASSER GmbH in particular to pay a fee no matter what the basis is. No remuneration shall be granted for the preparation of quotations, etc.
6. Quotations given by the Supplier must be included: Price, price unit, currency, delivery date, quantity, unit of measure, place of delivery and, if known, our project number or order number. When the quotation is given, the Supplier shall be liable for ensuring that all prerequisites for the provision of the performance offered are met.
7. Insofar as KRASSER GmbH has not specified a price before ordering, the order is subject to our subsequent acknowledgement of the price.
8. Complete or partial transfer of our orders to third parties requires our explicit prior consent in writing.
9. The Supplier shall also be liable for ensuring that its subcontractors comply with these GTCP.
10. Deliveries and/or services that are carried out without a written order or with an arbitrary deviation from the contract shall only be remunerated if we subsequently explicitly acknowledge them. At the request of KRASSER GmbH, such deliveries and/or services are to be reversed within a reasonable period of time, otherwise this can be done by KRASSER GmbH at the expense of the Supplier.
11. If the intended use or the detailed circumstances of use of the product to be delivered or the service to be provided are stated within the framework of the order, these details shall become an integral part of the contract. The Supplier assumes liability for the fact that the goods delivered or services provided by it are suitable and usable for the stated purpose.
12. The Supplier is obligated to inform KRASSER GmbH in good time about any changes in materials, manufacturing processes and supplier parts. KRASSER GmbH explicitly reserves the right to approve such changes. Should substitute substances, materials or processes be used, the Supplier must prove the equivalence thereof at its own expense, if requested by Krasser GmbH. Unauthorized change is explicitly prohibited. If the Supplier makes such a change nonetheless, it shall be liable to an unlimited extent for all disadvantages that KRASSER GmbH suffers as a result. Krasser GmbH also reserves the right not to accept delivery in the event of unauthorized changes by the Supplier and to withdraw from the contract without the Supplier being able to assert any claims against KRASSER GmbH as a result of this. Otherwise, Section A) 9 shall apply mutatis mutandis.

II. ORDER CONFIRMATION

1. Orders placed by KRASSER GmbH must be signed by the Supplier and returned to KRASSER GmbH within 3 workdays. If the Supplier does not react within this period, the order shall also be deemed to have been accepted by the Supplier as legally binding.
2. The order has to be confirmed with a price and delivery time. If the order confirmation deviates from the order (e.g. with regard to prices, dates or product specifications), the changes to the order must be clearly highlighted. Irrespective of this, the order is only valid if Krasser GmbH agrees to the changes in writing. Silence shall not be deemed consent under any circumstances. Deliveries and/or services provided shall in any case be deemed to be unconditional acceptance of our order or conditions, even if there is no order or a deviating order confirmation.
3. If the Supplier sends print and/or execution templates or other product samples to Krasser GmbH, they shall become the contractual basis with regard to their execution and quality, unless KRASSER GmbH notifies the Supplier within 14 days of something to the contrary, in particular of our requests for changes.
4. If the Supplier does not want to accept an order, he is obligated to inform KRASSER GmbH of this no later than 3 days after receipt of the order. This notification shall be deemed to have been given when it is received by KRASSER GmbH. The Supplier is liable for all damage incurred by KRASSER GmbH as a result of any violation of this duty, including loss of profit.

III. PRICES

1. The prices stated in the order are fixed prices and include all fees, charges and secondary costs.
2. The fixed prices exclude additional claims due to wage or material price increases or the like and apply free to place of destination including packaging. If, in exceptional cases, we assume the shipping and packaging costs ourselves on the basis of a separate agreement, the Supplier shall ensure the cheapest means of shipping. The place of performance shall not be affected thereby.
3. Prices and conditions, which are not stipulated in our order, but are first stated later, shall only become valid if they are accepted by us in writing. Collection charges shall be borne by the Supplier.

IV. DELIVERY PERIODS / DELIVERY DATES

1. The dates or periods stated in the orders placed by KRASSER GmbH are to be adhered to in any case and thus all orders are fixed transactions, whereby the goods must have been received at the stated place of performance on the delivery date or within the delivery period according to the order. KRASSER GmbH will only accept deliveries during normal business hours.
2. The Supplier is obligated to provide the performances contracted by KRASSER GmbH on the dates specified by KRASSER GmbH. Furthermore, the Supplier is obligated to always have sufficient capacities of the necessary means of production available so that even in the case of an unforeseen event, such as an interruption in operations, production or delivery, it is ensured that the Supplier will be able to meet the delivery dates specified by KRASSER GmbH.
3. If the agreed delivery dates or periods, for whatever reason, cannot be met, KRASSER GmbH must be demonstrably informed in writing immediately and in such a timely manner that KRASSER GmbH can make appropriate arrangements.
4. Deliveries deviating from the order or defective deliveries shall in any case be deemed to be delayed, even if they have been made within the agreed periods.
5. In the event of a delay in delivery, KRASSER GmbH is entitled to withdraw from the contract immediately or to demand further performance after setting a follow-up period.
6. In the event of a delay in delivery, KRASSER GmbH is entitled to demand 2% of the total order value as a penalty for each calendar week begun after a deadline has been missed, even without proof of damage incurred. KRASSER GmbH reserves the right to assert damage exceeding this amount. This shall also apply if only a partial delivery is

delayed, even if the delayed partial delivery was accepted by KRASSER GmbH without reservation.

7. In the event of premature delivery, KRASSER GmbH reserves the right to refuse acceptance at the expense and risk of the Supplier and to extend payment of the invoice in accordance with the originally agreed delivery date. If partial deliveries are explicitly excluded, the payment period for all partial deliveries only begins with the complete delivery of the order to KRASSER GmbH or the place of performance specified by it.

V. DELIVERY / SHIPPING

1. Delivery and shipping shall fundamentally be handled free of all expenses at the cost and risk of the Supplier to the place of performance designated by KRASSER GmbH. C.O.D. shipments will not be accepted.
2. The costs for the transport insurance, which must also include the unloading process, shall be borne by the Supplier. If requested by KRASSER GmbH, a shipping advice can be ordered and must be forwarded immediately.
3. All deliveries are to be packed by the Supplier in such a way that they cannot be damaged during transport or storage, nor can their quality be impaired.
4. The shipping requirements issued by KRASSER GmbH must be strictly observed. Solely the Supplier shall be responsible for any damage or costs arising from non-compliance with the shipping instructions or agreed shipping conditions (e.g. excess freight; demurrage charges; customs duties). If there are no shipping requirements or terms and conditions of shipping, the most advantageous shipping and delivery methods for us are to be selected.
5. All shipments must be accompanied by a delivery note with an exact description of the contents. Any direct deliveries to customers of KRASSER GmbH have to be made with neutral packaging and neutral shipping documents in our name. A copy of the delivery documents is to be sent to KRASSER GmbH. If pricing ex works or ex warehouse has been agreed, the shipments are to be transported at the lowest cost, unless KRASSER GmbH explicitly prescribes a specific mode of transport. Additional costs for accelerated transport shall be borne without exception by the Supplier in the event of delayed delivery.
6. In the case of deliveries of goods with customs unpaid, the corresponding customs documents must be enclosed.
7. In the case of deliveries from abroad, the required number of invoices must be sent to KRASSER GmbH before the shipment is sent. When a shipment is sent by parcel service, a copy of the invoice must be attached to the parcel card.

8. In the event of missing or incomplete shipping documents, especially in the event of missing order data to be reported back, KRASSER GmbH reserves the right to refuse acceptance at the expense and risk of the Supplier.

9. The Supplier shall bear all costs of disposal of the packaging material supplied as a result of public law regulations. If these costs were paid in advance at the time of the acquisition of the packaging material, the Supplier must provide KRASSER GmbH with proof of this payment without being requested to do so; otherwise, KRASSER GmbH is entitled to assign these costs to the Supplier. The Supplier shall indemnify KRASSER GmbH and hold it harmless with respect to the costs of disposal of the packaging material, irrespective of any public law duties directly affecting it.

VI. ACCEPTANCE / PASSING OF RISK

1. The risk shall only pass to KRASSER GmbH at the place of performance, and even then, only if freight-free deliveries were agreed.
2. The Supplier acknowledges that KRASSER GmbH is not obligated to inspect the performances provided by the Supplier and is also not obligated to send notification of defects to the Supplier. A review of the performances provided by the Supplier shall only be carried out by the end customer and any notification of defects submitted by the end customer shall be deemed to have been submitted in good time if such is submitted within a period of 12 months from the date of notification by the end customer. It is explicitly stated that the aforementioned period only applies

to defects that are visually recognizable and easily identifiable at the time of acceptance of the performance. KRASSER GmbH has also fulfilled all its duties under commercial law, in particular Sections 377 and 378 of the Austrian Corporate Code [Unternehmensgesetzbuch, UGB], by sending notification of defects within the scope of the previous paragraph. The Supplier explicitly acknowledges this and irrevocably declares that it will waive the assertion of defenses based on a breach of the commercial duty to give notice of defects.

3. Acceptance of the goods by KRASSER GmbH does not release the Supplier from liability for improper or order-infringing execution of the goods as well as hidden defects that only become visible or occur afterwards.

4. Reservations of title of the Supplier, irrespective of the kind, are not binding for KRASSER GmbH. When delivery is accepted, it becomes the property of KRASSER GmbH in its entirety.

5. The exact ordered quantity or the ordered scope of delivery must be delivered. Overdeliveries or deliveries in excess are not accepted. The same applies to underdeliveries: However, KRASSER GmbH may accept such as partial deliveries at its own discretion. In this case, the Supplier must immediately deliver the remaining amount at its own risk and expense.

VII. CHANGES, SUSPENSION, CANCELLATION

1. KRASSER GmbH may at any time demand changes in the design, procedure and execution of the object of delivery. The effects, in particular with regard to additional or reduced costs, shall be governed by mutual agreement. If KRASSER GmbH so requests, the Supplier shall be obligated to carry out these changes on the requested date. In this case, KRASSER GmbH assumes the costs for the not yet changed, finished objects of delivery as well as associated semi-finished products and raw materials, however exclusively within the scope of the production and material release declared as binding in the order and only if these stocks cannot be used elsewhere by the Supplier. The Supplier is obligated to take all precautions to reduce to the absolutely necessary extent those finished or semi-finished products whose payment KRASSER GmbH has to assume.

2. KRASSER GmbH is entitled to demand from the Supplier the interruption of the further execution of the order at any time. In any case, the Supplier must comply with this request and in such a case immediately present to KRASSER GmbH in a comprehensible manner the costs incurred up to this point in time or the consequences resulting from the ordered interruption both in economic and in temporal terms – with regard to the order – and include the necessary supporting documents. The Supplier may not assert any claims whatsoever against KRASSER GmbH where such arise from suspensions of up to a maximum duration of 3 months.

3. KRASSER GmbH is further entitled to withdraw from the contract in whole or in part even without fault of the Supplier. In such a case, KRASSER GmbH shall be obligated to pay the proportional amount of the agreed order value of the deliveries or services already accepted by KRASSER GmbH and to reimburse the Supplier for the proven costs of the components already in production up to the time of the declared withdrawal. The Supplier is not entitled to any further claims. In any case, the Supplier must allow offsetting to the extent that it has achieved savings through other use as a result of executing only part of the order or failed to achieve such savings intentionally.

VIII. ACCOUNTING

1. Unless agreed otherwise, one copy of all invoices shall be sent to KRASSER GmbH. These invoices shall contain not only the order number, but also all order data and the shipping method. In the case of invoices relating to performances provided by third parties, supporting documents must also be attached. Copies and partial invoices must be identified as such.

2. Assignments require the prior written consent of KRASSER GmbH.

3. The invoice shall be sent to us with the citation of all order data after dispatch of the goods or after complete performance. In the case of imports, it is necessary to indicate the country of origin, the product declaration

number with date and the EUR number under which the goods concerned were imported. KRASSER GmbH reserves the right to return without processing invoices which do not meet the specifications of KRASSER GmbH or the relevant commercial and tax law regulations or which are otherwise incorrect in terms of content or calculation. In such cases, invoices shall be deemed not to have been issued until they are received again and the claims shall be deemed not to be due.

IX. PAYMENT

1. The period for payment of the invoice shall commence on the day of proper receipt of the goods or the service provided and receipt of the invoice. Unless otherwise agreed, payments are generally made within 60 days less a 3% discount or net within 90 days of receipt of delivery. If partial deliveries are agreed, the payment period shall not commence until all performances have been provided in full. If payment is made in installments by agreement, KRASSER GmbH shall not lose its cash discount claim for installment payments made on time, even if other installment payments are made outside the cash discount period or after the due date.

2. In the case of invoices not issued accordingly or complaints about the delivered goods, the payment periods shall commence anew from the time the defects are remedied. Payments may be withheld until the defects have been remedied.

3. KRASSER GmbH – but not the Supplier – is entitled to offset its own claims – even if these are not yet due – against claims of the Supplier. The discount claim of KRASSER GmbH remains unaffected thereby.

4. The payment does not imply any recognition of the propriety of the delivery or a waiving of rights of any kind to which KRASSER GmbH is entitled.

5. For the duration of the warranty period, KRASSER GmbH can retain an amount of up to 10% of the order value as a guarantee for the fulfillment of the warranty by agreement.

X. WARRANTY / DAMAGE COMPENSATION / PRODUCT LIABILITY

1. The Supplier is liable to KRASSER GmbH in the event of claims for damage compensation, assertion of a warranty and claims on account of any conceivable legal grounds.

2. The Supplier warrants the use of the best, appropriate materials, execution in accordance with the order, the subject matter and the professional standards, appropriate design and faultless assembly and compliance with the state of the art, all relevant standards (Austrian standard, DIN, European standards) and all relevant technical specifications, even if these have not been explicitly specified. The Supplier's warranty extends to all parts supplied by it, even if it has not produced them itself or obtained them from third parties. Should the Supplier not fully comply with its duties, it shall be liable for all disadvantages that KRASSER GmbH suffers therefrom, including consequential damages.

3. The warranty period is – unless otherwise agreed – 2 years and begins with the final acceptance (signed final acceptance protocol); in the case of concealed defects, the period starts with discovery thereof. After the defect has been remedied or a replacement delivery has been made, the warranty period for the entire delivery subject to the order shall begin anew.

4. The Supplier assumes the warranty in such a way that, at the discretion of KRASSER GmbH, it will either immediately replace, improve or grant a price reduction free of charge for all products that become unusable or defective during the period mentioned under Clause 2 as a result of defects in design, material or execution, or will compensate for any damage incurred by KRASSER GmbH.

5. All costs in connection with the fulfillment of the warranty, in particular assembly and disassembly costs, shall be borne without exception by the Supplier. This also applies in the event that the defect was only discovered after further processing or installation in a higher-level assembly – irrespective of the reason.

6. In urgent cases, in particular in order to avoid its own delay or high consequential costs, KRASSER GmbH has the right to

procure the necessary replacement parts or replacements for deliveries at the expense of the Supplier without setting a follow-up period. The Supplier's warranty shall apply to the replacement parts as to the main delivery.

7. With regard to the acceptance of the goods by KRASSER GmbH, reference is first made to Section VI. (2) and (3). The acknowledgements of receipt by KRASSER GmbH concerning the acceptance of goods are not a declaration of final acceptance or a declaration that the delivered goods are free of defects.

8. In any case, the Supplier shall be liable to the extent to which KRASSER GmbH has assumed liability with respect to its client. If therefore longer liability, guarantee or warranty periods are agreed with the customer, KRASSER GmbH will inform the Supplier thereof and the Supplier hereby agrees in such cases to an extension of the period to the extent of the extension in the relationship between KRASSER GmbH and its customer plus an additional 2 months.

9. If a claim is asserted against KRASSER GmbH by one of its contractual partners due to defective performance and the Supplier is responsible for such, any compensation payment made by KRASSER GmbH to the respective contractual partner shall be transferred in its entirety to KRASSER GmbH, and KRASSER GmbH shall be entitled to assert recourse claims against the Supplier that is responsible for the defective performance – irrespective of whether KRASSER GmbH is obligated to make compensation payments to the respective contractual partner or payment is made on the basis of good will – in particular to avoid a legal dispute. Should a contractual partner assert a claim with respect to KRASSER GmbH to remedy a defect, this duty shall be handled by the Supplier if requested by KRASSER GmbH insofar as the defect is the responsibility of the Supplier.

10. Irrespective of other duties, the Supplier must compensate KRASSER GmbH for all damages related to the products delivered by it in accordance with the Austrian Product Liability Act [Produkthaftungsgesetz, PHG] and indemnify KRASSER GmbH and hold it harmless with regard to all product liability claims asserted by third parties. The Supplier is in any case obligated to reimburse KRASSER GmbH for all costs incurred by KRASSER GmbH as a result of a defense against a claim or on account of a replacement service. The Supplier undertakes, with regard to the products delivered by it, to immediately name to KRASSER GmbH the respective manufacturer, importer or sub-supplier on request and to immediately make available to KRASSER GmbH any relevant documents and evidence, such as in particular manufacturing documents and documents that show production and delivery batches and/or production and delivery dates, for the defense of product liability claims asserted by third parties. The Supplier undertakes to adequately insure the aforementioned risk of a claim and to provide us with suitable proof, if requested.

11. Section 2 of the Product Liability Act is excluded for products delivered by the Supplier to KRASSER GmbH. This means that any damage caused by a defective product delivered by the Supplier shall be indemnified, including damage to objects that are mainly used in the company of KRASSER GmbH. The right of retention between the Supplier and KRASSER GmbH is also excluded.

12. The Supplier is liable to KRASSER GmbH for all claims in the event of damage compensation for any fault, in particular but not limited to pecuniary loss or loss of profit. In addition, the Supplier undertakes to indemnify KRASSER GmbH and hold it harmless in the event of recourse claims, also with regard to litigation costs or the costs of out-of-court settlement as well as interest.

13. The Supplier must indemnify KRASSER GmbH and hold it harmless against any patent, copyright or trademark disputes arising from the delivery and guarantee the unrestricted use of the delivered goods. By accepting the order, the Supplier explicitly declares to KRASSER GmbH that no rights, in particular no property rights of third parties, are attached to the object of the delivery. The Supplier assumes the duty to indemnify KRASSER GmbH and hold it harmless and reimburse it in full for any damage it incurs in such a case.

14. There is no limitation on the right to recourse for KRASSER GmbH in accordance with Section 933b of the Austrian General Civil Code [Allgemeines Bürgerliches Gesetzbuch, ABGB]. XI. SPARE AND WEAR PARTS SUPPLY The Supplier undertakes with acceptance of the order to be able to

supply the object of delivery as well as all spare parts required in connection therewith to KRASSER GmbH for a period of at least 10 years after proper first delivery, if necessary. In the event of a breach, the Supplier shall be liable for all damage incurred by KRASSER GmbH as a result.

XII. ORDER DOCUMENTATION

1. Drawings, technical calculations, requirement and performance specifications as well as development documents shall be made available by the Supplier free of charge, if necessary.
2. If KRASSER GmbH provides or attaches drawings, drafts, aids and the like as well as tools, molds and the like for the execution of the order, these will remain the property of KRASSER GmbH, may not be made accessible to third parties and may not be used for advertising purposes.
3. Drawings and the like made available to the Supplier by KRASSER GmbH do not release the Supplier from the duty to review, inform itself and warn. If it does not comply with its duties to inform itself, review the order documents handed over to it or warn KRASSER GmbH, it is liable for all disadvantages resulting therefrom for KRASSER GmbH. Any failure to inform itself, review documents handed over to it or warn KRASSER GmbH is deemed to be grossly negligent. Should it appear necessary to the Supplier for the comprehensive fulfillment of its duty to inform itself, the Supplier is obligated to carry out inspections on site. These shall not be remunerated separately.
4. Provided material remains the property of KRASSER GmbH, is to be designated as such, stored separately and managed. In the event of impairment or loss, the Supplier must provide compensation. Provided material may only be used for orders from KRASSER GmbH. If this material is treated or processed, KRASSER GmbH shall become the direct owner of the new or reworked item. The billing for the material provided shall be handled in the form announced by KRASSER GmbH. Materials provided must be returned to KRASSER GmbH with the offers or after the order has been executed without special request. KRASSER GmbH is also entitled to identify its property accordingly in a suitable manner.
5. The partial sheets of technical or commercial content attached to the order form an integral part of the order.
6. The orders and all information, documents, etc. relating to them shall be treated confidentially as our business secrets. The Supplier explicitly undertakes to keep secret all business and trade secrets which become known to it in the course of its partnership with KRASSER GmbH, to maintain secrecy with regard to them and – insofar as such is not necessary to achieve the purpose of the partnership – not to record them and not to communicate them directly or indirectly to anyone, not even to relatives, employees or other third parties that are not obviously in a competitive or competing relationship with KRASSER GmbH, and/or to use them for itself and/or exploit them in any other way. Business and trade secrets are all occurrences, in particular those that are not obvious, and in cases of doubt everything that is not already known elsewhere. This also applies, for example, to data and information that are usually regarded as irrelevant. Business and trade secrets include, but are not limited to, all technical and economic information; acquired knowledge of basic principles; new developments; all written documents (plans, drawings, correspondence, etc.); photographic material; working methods; work programs; data on customers; supplier and supply sources; production equipment and plants, etc., even if such are not or are not designated as "confidential." The Supplier undertakes to use the knowledge, documents and other information received from KRASSER GmbH exclusively for the purposes of cooperation with KRASSER GmbH.

XIII. PLACE OF PERFORMANCE AND JURISDICTION

1. Unless otherwise agreed, the place of performance for deliveries and services shall be the registered office of KRASSER GmbH, Gradnerstrasse 119, 8054 Graz, Austria.
2. The place of jurisdiction for both parties shall be Graz. In the event of disputes, Austrian substantive law is applicable, with the exception of reference standards. This applies both to the conclusion of the agreement and to the claims arising on the basis of the agreement. The application of the UN

Convention on Contracts for the International Sale of Goods is explicitly excluded.

XIV. GENERAL PROVISIONS

1. All deviations from these GTCP must be made in written form. This shall also apply to any waiver of the written form requirement. Oral ancillary agreements are legally invalid.
2. Should individual provisions in these GTCP be invalid or unenforceable in whole or in part, such shall not affect the validity of the remaining provisions. In this case, the contracting parties shall undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the economically intended purpose of the invalid or unenforceable provision in whole or in part within the framework of the entire contract. In the event of the subsequent emergence of a gap, the contracting parties shall deem as agreed a provision that corresponds to what would have been agreed to according to the sense and purpose of the present partnership agreement if the solution to the question not governed by the contract had been considered from the outset.
3. Insofar as contractual agreements are made between KRASSER GmbH and the Supplier outside these GTCP and such agreements contradict the provisions of the GTCP, it is agreed that the provisions in the contractual agreements outside the GTCP shall only take precedence if it has been explicitly agreed in writing that the corresponding provisions of this GTCP are subordinate.

XV. GENERAL DETAILS

Bank details: Bank Austria Creditanstalt

Account no.: 51542083571

Routing no. (BLZ): 12000

VAT ID no.: ATU52959507

Company register no.: FN216300p

Company register court: Graz

IBAN: AT081200051542083571 BIC: BKAUATWW