

General Terms and Conditions of Sale and Delivery

1. Scope

- 1.1. Unless otherwise agreed above, the following General terms and conditions of sale and delivery hereinafter („GTSD”) shall apply to this contract between MAG machines GmbH, FN 519961z, Wirtschaftspark 44/46, 8530 Deutschlandsberg (hereinafter „Seller”) and [•] (hereinafter „Purchaser”) and shall constitute part of the contract.
- 1.2. General Terms and conditions, especially any purchase conditions of the Purchaser, which are contrary to this GTSD shall be entirely ineffective.

2. Offer and Acceptance

- 2.1. Offers of the Seller are without obligation and subject to further written confirmation by the Seller. Lists of prices delivered by the Seller only provide a base for information and do not have the status of a sales offer.
- 2.2. The contract is deemed concluded once the Seller has sent a written order confirmation or by sending the ordered goods to the Purchaser.
- 2.3. The Seller shall be entitled to accept orders only in part or reject orders without giving reason.
- 2.4. Cost estimates are non-binding and against payment.

3. Terms of delivery and performance

- 3.1. Liability for the agreed delivery and/or performance times shall be subject to the fulfilment of all the obligations incumbent on the Purchaser, in particular timely provision of documents, as well as compliance with the agreed payment terms. The Seller shall be only liable for a delay, which was caused by intent or gross negligence.
- 3.2. The Purchaser shall be required to obtain regulatory and third- party authorisations necessary for the installation of equipment before the agreed delivery date.

If delivery or performance is delayed, unacceptable or impossible due to force majeure, the Seller is entitled to postpone the date of delivery/performance or withdraw entirely or partly from the contract. Force majeure includes industrial dispute, strike, lock-out, administrative measures, operational disruption due to fire or due to restricted

supplies to and waste removal from the plant, administrative/statutory import and export regulations, epidemics, pandemics and similar circumstances which affect the delivery/performance, whether they occur at the Seller's sphere or a subcontractor's sphere. Should additional costs arise due to the extension of the delivery date as a result of unforeseen or unavoidable circumstances, they shall be reimbursed to the Seller by the Purchaser.

- 3.3. If the beginning of the performance or the performance itself is delayed due to the Purchasers sphere, in particular because of a violation of the Purchasers obligation to cooperate (section 7.), the performance deadlines and shall be extended or postponed accordingly. The Seller is entitled to charge the Purchaser 1% of the invoice amount for each month for the storage of material and equipment.

4. Prices

- 4.1. Unless expressly otherwise agreed, all prices are in EURO, applicable ex works and exclusive of the respective statutory value added tax, packaging, freight, customs, insurance, etc.
- 4.2. The prices stated in the price lists as well as in the offer are not binding. The Seller shall be entitled to make an adequate price adjustment in the event of changes of order-related costs, that the Seller has to bear due to legal or regulatory rules (e.g. taxes, customs fees, expenses, duties, other charges etc.) and/or further change in costs of the Seller (e.g. customs fees, cost of wages and materials etc.) even after the conclusion of the contract.

5. Goods provided by the Purchaser

- 5.1. In the event the Purchaser provides equipment or other materials, the Seller is entitled to charge the Purchaser 10% of the value of the provided equipment or materials, as a handling surcharge.
- 5.2. The Purchaser is liable for the quality and the operational readiness of the provided goods.

6. Payment conditions

- 6.1. Unless otherwise agreed, invoices from the Seller are due immediately and must be paid no later than on the 14th day after the invoice date, without discounts or other deductions. Payment is deemed to have been made if the total amount due has been credited, free of charge, to an account identified on the invoice in EURO and is fully available to the Seller. The Purchaser is not permitted to off-set any counterclaims against the payment.
- 6.2. If the payment deadline is exceeded, default interest shall be charged according to the credit costs of the Seller, whereby this shall be at least 9,2% above the base rate of the European Central Bank, even if no fault is attributable in respect of the payment default. Place of performance with regard to payment shall be Deutschlandsberg.

7. Purchaser's obligation to cooperate

- 7.1. The Seller's obligation to perform services shall commence not earlier than (i) any technical details have been clarified, (ii) the Purchaser has fulfilled the technical and legal conditions, (iii) the Purchaser has made the agreed prepayment and (iv) the Purchaser has fulfilled his contractual advance performance obligations and his obligation to cooperate.
- 7.2. The Purchaser is obligated to ensure that the assembly work can proceed immediately after the arrival of the Seller's installation personnel without any delay.
- 7.3. The Purchaser has to obtain all required approvals from third parties and authorities as well as to provide reports to the authorities at his expense.
- 7.4. Energy and water quantity necessary to render the service and for the test run are to be contributed by the Purchaser at his expense.
- 7.5. The Purchaser shall provide the Seller for the period of performance free of charge lockable rooms, which are not accessible to third parties, for workers to stay in and for storing tools and materials.
- 7.6. The Purchaser shall be liable for ensuring that the necessary constructional, technical and legal requirements for manufacturing the work are met, which are stated in the contract or have to be known by the Purchaser due to relevant technical knowledge or sufficient and appropriate experience.
- 7.7. The Purchaser shall be liable for, that the required technical installations, such as feed lines, cables, networks and similar are in excellent technical and operational condition and that they are compatible with the works to be performed by the Seller or the purchase objects.
- 7.8. Prior to the start of the assembly work the Purchaser is obligated to provide the Seller with the required information about the position of subsurface energy, gas, water pipes or similar installations, other architectural barriers, emergency exits, potential sources of danger and necessary static data.

8. Transport, passage of risk and default of acceptance

- 8.1. Unless otherwise agreed all deliveries shall be made ex works at the risk and expense of the Purchaser. Risk shall transfer to the Purchaser with the transfer of the goods to the carrier or forwarder, however no later than when the goods leave the factory or storage.
- 8.2. To the extent formal acceptance is to be performed, the notification by Seller that the goods are ready for acceptance shall be decisive for the passage of the risk.
- 8.3. The Purchaser is obliged to accept the goods immediately after a notification of their provision for delivery. If shipment is delayed upon the request of the Purchaser or if acceptance is delayed, the risk shall transfer to the Purchaser.

8.4. In cases of default of acceptance or if the delay is caused by force majeure, the Purchaser shall be liable for warehouse charges.

8.5. The Seller is not obligated to take back packaging material.

9. Warranty

9.1. The Purchaser has to notify the Seller of defects of the goods, which he noticed or would have had notice in the ordinary course of business by way of inspection upon delivery. Any defects must be reported to the Seller within 7 days of the receipt of the goods at the latest, whereby the factual circumstances, order date and delivery date, as well as the delivery note number, must be precisely stated.

9.2. To the extent the Purchaser does not notify the Seller accordingly, he is no longer entitled to warranty claims, claims for damages in connection with the defect as well as in connection with a mistake whether the asset is free from defects.

9.3. If such a defect becomes apparent at a later time, it has also to be notified within 7 days of detection, otherwise the Purchaser is no longer entitled to claim the rights set out in section 9.2.

9.4. The Purchaser must grant the Seller access to the location at which the goods are kept in order to facilitate a comprehensive review of the defectiveness of the goods and any remediation measures which may be necessary.

9.5. Unless otherwise agreed, the warranty period is twelve months and begins with the delivery of the products. § 924 of the Austrian Civil Code (ABGB) shall not apply. The warranty period shall not begin to run anew when replacement goods are provided/remediation is undertaken. The Purchaser shall have no claim against the Seller pursuant to § 933b ABGB.

9.6. In the event of the Seller's express agreement, the Purchaser is entitled to remedy the defects itself.

9.7. The warranty does not include goods provided by the Purchaser (section 5.).

10. Liability and damages

10.1. The Seller shall only be liable in case of intent and gross negligence within the context of the statutory regulations. If the Seller has not acted with intent, the liability shall in any event be limited to the damages that are typical for the contract and reasonably foreseeable and shall exclude any liability for lost profits or indirect consequential damages, losses of interest and pure pecuniary damages. These restrictions on liability also apply for legal representatives, vicarious agents or assistants of the Seller.

10.2. Liability for material damages resulting from the product liability law, as well as any product liability claims that could be derived from other provisions, are excluded.

10.3. The liability limitations have to be fully assigned to any Buyers of the Purchaser with the obligation to assign them further. If the Purchaser fails, he has fully indemnify and hold the Seller harmless from and against any loss, damage, or claim sustained or raised in this respect.

11. Retention of title

11.1. All goods delivered by the Seller shall remain the Seller's property, until complete payment. In the case of processing of the supplied goods with other items the Seller shall acquire co-ownership of the new item at the ratio of the value of the Seller's provided item to the other items.

11.2. In the event of a breach by the Purchaser, in particular but not exclusively in case of default of payment, the Seller shall be entitled to take back the reserved goods after reasonable grace period has elapsed to no avail and the Purchaser shall, in such case, be obliged to surrender such goods. Asserting the retention of title is not considered as cancellation of the contract.

11.3. As long as the retention of title exists, the disposal, pledging, transfer of ownership by way of security, leasing or other assignments to third parties are only permitted with prior written consent of the Seller.

11.4. In the case of seizure or any other interventions by third parties concerning the reserved goods, the Purchaser shall inform the Seller promptly. The statement shall state out entries about the prosecuting creditor, the amount of the claim, the intervening court, the reference number and any potential date of auction.

11.5. The Purchaser hereby assigns any receivables due to the resale of the goods that are subject to retention of title, even if the goods have been processed, transformed or mixed. The Purchaser is obliged to apply a corresponding entry in its account books or on its invoice. Furthermore, the Purchaser is obliged to inform the Seller about any reduction of value of the delivered goods.

12. Place of performance, jurisdiction and venue, Applicable law

12.1. The place of performance for all obligations and/or rights arising directly or indirectly out of the contract or business connection between parties shall be Wirtschaftspark 44/46, 8530 Deutschlandsberg.

12.2. The place of jurisdiction for all disputes arising directly or indirectly from the contract or business connection between parties shall be relevant Austrian court with competencies for Seller's principal place of business. Seller may, however, also resort to the court with jurisdiction for Purchaser.

12.3. The legal relations between the Seller and the Purchaser shall be governed exclusively by Austrian law, to the exclusion of the provision of the international private law and the UN Convention on Contracts for the International Sale of Goods.

13. Data protection clause

The Seller is entitled to store, communicate, process and delete personal data relating to the Purchaser in the context of business dealings according to the relevant legal provisions of the General Data Protection Regulation and the Austrian data protection law.

14. Miscellaneous

- 14.1. Deviations from these GTCD shall require the written form. Any deviation from this provision also requires the written form.
- 14.2. Should any of the provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, the parties shall agree on a valid or enforceable provision that comes closest to the original regulation in terms of meaning and purpose.