

GTC

General terms and conditions

VERSION HISTORY

Version	Date	Changes
00	2023-09-26	Original version
01	2024-05-01	Adapted version

TABLE OF CONTENTS

1	General	3
2	Entire Agreement	3
3	Purchase Price and Taxes	4
4	Delivery and Acceptance	4
5	Conditions of Technical Services on-site by employees or contractors of Seller	6
6	Non-solicitation	8
7	Payments	8
8	Warranties	9
9	Indemnities for infringement of patents, copyrights and trade secrets	11
10	Limitation of Liability	12
11	Retention of Title.....	13
12	Cancellation	14
13	No license	15
14	Proprietary Information	15
15	Force majeure	16
16	Applicable law and venue, partial invalidity.....	16

1 GENERAL

(1) Mettop GmbH ("**Seller**") offers to sell and deliver its products and / or services to potential customers, both buyers and other acquirers (for ease of reference hereinafter referred to as "**Buyer**"). Such offers are based either on requests of Buyers or are offers submitted in the course of tenders or requests of Buyers. In all cases offers are made subject to and in accordance with these terms and conditions which apply to all aspects of any contemplated transaction which are not specifically agreed to differently in the offer or other direct contract. These General Terms and Conditions (for ease of reference hereinafter referred to as "**GTC**") shall be applied in the sale, delivery and / or supply of any products and / or services between Seller and Buyer, even if any offer, order acknowledgement or other similar document refers to any other terms and conditions other than these GTC, and the provisions of these GTC shall overrule any provisions different from those contained in these GTC. Any of Buyer's general terms and conditions which are referred to or relied upon by Buyer are hereby expressly objected to and shall have no effect. If these GTC are not acceptable, Buyer must immediately notify Seller expressly and specifically. Buyer's order of products from Seller constitutes Buyer's consent to and acceptance of all terms and conditions contained herein.

(2) These GTC shall apply to all subsequent transactions between Seller and Buyer in accordance with the most recent version of them, with no need to expressly refer thereto or agree thereon at the conclusion of any specific subsequent transaction.

(3) By accepting Seller's products and/or services, Buyer agrees to be bound by these GTC. Buyer further agrees that these GTC shall supersede any terms and conditions which may be printed on any purchase order form or other document submitted by Buyer to Seller.

2 ENTIRE AGREEMENT

(1) For the purpose of these GTC, any contract, documentation between the parties in support of any transaction as well as any order acknowledgment or agreement signed by Seller shall be collectively referred to as the "**Agreement**" and these GTC shall be deemed as incorporated into such Agreement by reference. Any representation, affirmation of fact, course of prior dealings, promises or conditions in connection therewith, or trade customs not expressly incorporated in the Agreement shall not be binding on Seller. No waiver, consent, modification or change of the terms contained in these GTC shall bind either party unless expressly agreed in writing and signed by both parties, and any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose for which it was given. Any waiver of applicability of these GTC is only binding if it is formulated expressly as a waiver of the Mettop's GTC and any implied waiver is expressly excluded. Failure of Seller to object to provisions contained in any order or other document provided by Buyer shall neither be construed as a waiver of the Agreement or of the GTC nor as an acceptance of any provisions of any such order or other document. The

rights and obligations contained herein shall be binding upon the parties, their legal representatives, permitted successors and assigns.

(2) Seller's offers are indicative, unless explicitly stated otherwise in each individual one of them, and shall not be binding, in particular with reference to quantities, price and delivery time until any order made by Buyer on their basis is expressly confirmed by Seller.

(3) Orders placed by Buyer are considered as accepted only once such orders have been confirmed by Seller in writing without any modifications. Should Seller overlook to confirm the order in writing, but do so verbally or in telephone conversation and execute it thereafter, Seller's invoice shall be regarded as valid and timely confirmation of such order.

3 PURCHASE PRICE AND TAXES

(1) Seller's purchase prices expressed in offers, orders, order acknowledgements and / or other contractual documents ("**Purchase Prices**") are net cash amounts payable free of any deduction upon receipt of the invoice, unless other payment terms are agreed expressly. Seller's Purchase Prices do not include taxes, VAT, duties, customs duties, import taxes, export taxes, excise, charges, levies, stamp duties, charges for use of foreign currency or any other expenses of any kind whatsoever, which might be levied by governments and / or other authorities in or outside Seller's country (jointly and severally "**Public Taxes**"). Payments of any such present or future Public Taxes in connection with the Agreement are to be borne and paid by Buyer in addition to the Purchase Price unless other payment terms shall have been agreed specifically. Buyer might be exempted from certain Public Taxes provided that he duly acquires and presents tax-exemption certificates in the form acceptable by competent tax authorities. Obtaining such certificates are the sole responsibility of Buyer. Buyer may request any reasonable assistance which Seller may provide in Austria with obtaining such certificates.

(2) Unless otherwise stated by Seller in a written acknowledgment issued to Buyer, prices, terms of payment and pricing policies, including handling charges, will be those set forth in Seller's offer or order acknowledgement.

(3) If, as a result of a change of law between the Agreement date and the delivery date, additional or increased Public Taxes shall become payable by Seller, then Seller shall have the right to increase the purchase price accordingly. The same shall apply to any fees for examination and technical inspection, compliance control or support.

4 DELIVERY AND ACCEPTANCE

(1) Irrespective of the date of coming into force of any specific Agreement between Seller and Buyer, Seller's obligations to perform (Commencement Date) start only upon receiving of the agreed pre-payment from Buyer and upon fulfillment of all conditions defined by the documents providing financial sureties. In

case the start of Seller's performance obligations does not occur within the deadline set in the document providing financial surety, the specific Agreement between Buyer and Seller shall end according to the terms defined by such document, and if no such terms are agreed, upon the lapse of the deadline.

(2) Unless there is a written agreement between the parties to the contrary, goods are delivered on a FCA - Free Carrier (place of production or storage) basis as per Incoterms. All services are deemed to be performed and delivered at Seller's place of business in Leoben, Austria, unless expressly agreed otherwise in a separate express and specific agreement.

(3) On-site supervision services (technical assistance) shall be considered to be performed at the place of the supervised construction site.

(4) Delivery takes place upon goods being transferred to the disposition of Buyer, i.e. in a way which enables Buyer to assume control or gain access to the goods. In the case of goods this is the day on which they are placed at the disposal of Buyer or relevant title documents are handed over to Buyer or at Buyer's instruction or upon Seller's reasonable discretion to any third party (such as financing bank, transport company, storage facility), regardless of whether Buyer acquires access to the goods, or for reasons attributable to Buyer fails to gain such access (e.g. due to disputes with Buyer's bank).

(5) Delivery of services takes place upon the work results being provided or transferred in the agreed format to Buyer. On-site supervision services (*technical assistance*) are delivered on an ongoing basis on site and are considered to be provided daily. The work result of engineering services (e.g. drawings, plans, concepts, etc.) are deemed to be delivered upon being sent electronically and/or as the case may be in paper form and/or on data carriers.

(6) To the extent transportation is the responsibility of Seller, the goods shall be transported reasonably insured and any costs arising therefrom shall be at the expense of Buyer only, unless otherwise explicitly agreed by both Seller and Buyer in writing.

(7) In the absence of any written arrangement dictating otherwise, selection of place of dispatch, of transport route and of means of transport shall be subject to Seller's reasonable discretion, whereby Seller shall be entitled to solicit the services of a postal service, of a freight forwarder or of a transportation company.

(8) If Buyer provides the means of transport, it shall be responsible for its availability on time (ready for delivery date). Seller shall immediately be informed of any delays. Any costs arising therefrom shall be at the expense of Buyer.

(9) All scheduled or quoted delivery dates agreed to by Seller are approximate and are based upon prompt receipt of all necessary information and agreed prepayments and/or surety documents from Buyer.

(10) Acceptance. Buyer shall examine all goods and services promptly upon delivery.

a) In case of a notice of defect, Buyer shall comply with the following procedures and deadlines:

- i. The notification of any defect shall be made by no later than the expiry of five (5) days after the delivery of the goods or services.
 - ii. An objection to a concealed defect, which despite a proper inspection was not detected and could not have been detected by proper inspection, shall be notified within five (5) days after being discovered, but no later than one (1) year after delivery. In the case of engineering services, the work results such as drawings, plans and concepts shall not be deemed to be capable of concealed defects, i.e. the Buyer cannot rely on concealed defects.
 - iii. Buyer's notice of defect shall inform Seller of any shortage or non-conformance in detail including, to the extent possible, explanation of the cause, and if rejection is intended, all grounds shall be specified.
 - iv. The detailed notice shall be delivered to Seller within the aforementioned deadlines in writing per mail, courier, email or via fax. Any notice transmitted in a telephone conversation shall not be considered as duly filed until followed by a written notice. The notice itself must clearly specify the kind and amount of the alleged defect.
 - v. Buyer agrees to make the objected products available for inspection. Such inspection may be done by Seller or any expert whom Seller or the transportation or insurance company may have designated.
 - vi. Buyer's failure to give Seller a timely notice of defect shall be deemed an unqualified acceptance of the delivered products.
- (11) Any products or services for which objections shall not have been raised in accordance with the procedures and deadlines set out above shall be regarded as approved and accepted and no claims may be raised with regards to them.
- (12) In case of construction of entire plants, provisional and final acceptance shall occur with regard to each relevant single process unit, not only upon acceptance of the complete plant. Thus, acceptance provisions stated above apply immediately after the commissioning of the relevant process units has taken place or is deemed to have taken place.
- (13) Risks connected to the goods delivered pass from Seller to Buyer latest with the delivery, partial delivery or with the completion of individual process units that are planned as parts of larger constructions (e.g. plants).

5 CONDITIONS OF TECHNICAL SERVICES ON-SITE BY EMPLOYEES OR CONTRACTORS OF SELLER

- (1) Seller's technical services are based on the following terms and conditions:

- i. Buyer shall provide to Seller's personnel at no cost for Seller:
- accommodation in adequate hotel single rooms European standard with air conditioning / heating, private bathroom/showers, breakfast;
 - free working lunch at site;
 - first aid medical care and treatment;
 - any kind of work permits or other government requirements for the on-site deployment of Seller's employees and contractors.
- ii. The daily rates for any work by Seller are based on a working time of 48 hours per week, i.e. Monday to Saturday at 8 hours per day during normal daylight working hours ("**normal working day**" / "**man day**"). If the national law of the country where Seller's employees are deployed prohibits working for 48 hours per week, in order to comply with the law, reduced weekly working hours are to be applied, but those should be no less than the maximum amount of weekly working hours legally permitted.
- iii. Additional work on Buyer's request, performed on Sundays and Official Holidays in Buyer's and Seller's country per year or additional work on regular working days, will be paid by Buyer on the basis of the agreed daily rates plus the following surcharges:
- 50 % extra on hourly rate for all overtime hours between 06:00 AM until 06:00 PM on normal working days.
 - 100 % extra on hourly rate for work between 06:00 PM until 06:00 AM ("night shift") and for work performed on Sundays and all public holidays observed in Austria and/or the place where the site is located as well as Christmas (two days), New Year (two days), Easter (two days) ("**Official Holidays**").
- (2) Seller's personnel's maximum duration of stay shall be two (2) months, i.e. after such time a two weeks leave has to be granted.
- (3) Seller's personnel shall not be obliged to work during the above mentioned Official Holidays. It shall, on such occasions, be allowed to leave the site no later than two working days before the start of the above Official Holidays.
- (4) Stand-by and waiting time shall be treated like normal working days.
- (5) Both Buyer and Seller shall each appoint one general site representative in good time prior to the start of erection and such representatives shall be fully authorized to act on their behalf for all matters related to erection and commissioning.
- (6) The actual working hours of Seller's technical personnel shall be recorded daily in "time sheets" which are to be signed by both site representatives at least once a week.

6 NON-SOLICITATION

(1) Buyer shall refrain from hiring or otherwise employing (direct or indirect) employees, representatives, consultants or other agents of Seller during the effectiveness of the Agreement and for a period of two (2) years after termination of any contractual relationships between parties.

(2) In case of non-compliance with Sub-section (1) above, notwithstanding any claims for damages asserted by Seller against Buyer, Buyer agrees to pay to Seller amount of money equal to gross annual salary most recently paid to the solicited employee, representative, consultant or other agent, but not less than seventy-five thousand Euro (€ 75.000,00) per breach. The foregoing is without prejudice to Seller's right to assert claims for damages in excess of the set above compensation. Buyer bears the burden of proof.

7 PAYMENTS

(1) Unless otherwise agreed, all invoices shall be due and payable within thirty (30) days from the date of invoice. Amounts past due shall accrue interest at the rate of 1% per month from the due date until paid in full. Seller reserves the right to at any time revoke any credit extended to Buyer because of Buyer's failure to pay for any goods or services within the due and payable period upon being invoiced or, in Seller's discretion, for any other lack of financial assurance. In such event, Seller may require that all subsequent deliveries be paid for in advance or concurrently upon delivery, e.g. per letter of credit or another bank guarantee. Seller may suspend any further deliveries or discontinue any of the work to be performed by Seller until such payment has been received. If delivery of goods or performance of services hereunder is delayed at Buyer's request or due to reasons under the responsibility of Buyer, payments shall be made based on the purchase price and the pro-rata the level of completion, i.e. pro-rata for any given mile-stone even if such mile-stone is not yet complete. Buyer shall be liable to Seller for the expenses for storing of the completed goods or delaying completion of the goods. Failure to furnish any such payment within ten (10) days after Seller's demand shall be, at the discretion of Seller, a ground for termination of the Agreement. In such event Seller shall be entitled to receive payment pro-rata as described before and compensation for non-completion of the Agreement, especially also compensation for lost revenue and profits. In the event Seller cancels Buyer's order due to non-performance by Buyer, or if Buyer fails to purchase the total quantity specified in the order, Seller shall invoice Buyer for the price applicable to the quantity actually ordered.

(2) Payment of the Purchase Price and all other charges, especially of Public Taxes shall be in Euro, unless otherwise agreed to in writing by Seller. Even if Seller agreed to receive the payment in a currency other than Euro, the end fixed amount in Euro shall be taken as a basis for Buyer's payment and shall be calculated at the currency exchange rate effective at the day of money transfer by Buyer. If Seller received the amount lower than was originally stated in Euro because of currency exchange rate changes, Buyer shall compensate the difference.

(3) In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws in any country or jurisdiction, Seller shall be entitled to cancel any outstanding order at any time during the period allowed for filing claims against the estate and shall receive reimbursement for such cancellation.

(4) Buyer shall have no right to set off, retention or reduction unless the underlying counterclaims have been conclusively determined by a court or expressly acknowledged by Seller's official representatives.

(5) If the execution of the contractual obligations has been delayed by either party, irrespective of the grounds of such delay, it is the sole obligation of Buyer to extend the validity of any payment surety.

8 WARRANTIES

(1) General. All engineering, documentation, drawings, layouts, specifications, diagrams, process flows and balances supplied by Seller are according to the technically relevant international standards (at Seller's choice), for example ASME, ISO, EN, IEC and/or VDE standards, as well as Seller's own standards. Seller warrants that its goods and services delivered under this Agreement will, at the time of delivery, be free from defects in material and workmanship and will conform to Seller's applicable specifications and quality standards or, if appropriate, to Buyer's specifications accepted in writing by Seller and will be usable under normal operating conditions. Seller's obligation or liability towards Buyer for goods and services which do not conform to the above stated warranty shall be limited to Seller, at Seller's sole discretion, either repairing, replacing or proportionate refunding the purchase price of the defective goods or the repairing or replacing or refunding the price of the deficiency in services under the condition precedent that, provided that timely written notice of said defect is received by Seller within the time periods set forth in Section 4 (Delivery and Acceptance) and the proper claim is raised in a proper venue no later than as per below:

- i. for all engineering design and technical consulting, - thirty (30) days from date of initial delivery;
- ii. for all hardware products including complete systems, - one (1) year from date of initial delivery except wear parts;
- iii. for all the construction works, - two (2) years from the date of acceptance of such works or units thereof;
- iv. for all the components with limited storage life, - period of regular storage life, but in no case longer than indicated in point (ii) of this Sub-section.

(2) Limitation. Seller provides no guarantee whatsoever for any products or services. Among other things, Seller cannot guarantee that the spare parts or enough staff will be at all times available to service or make necessary repairs of goods after the acceptance of those. Seller's warranty shall be limited as above in Sub-section (1), i.e. shall primarily provide for correction, alternatively substitution. Cash

compensation will only be provided in case of an express separate agreement in writing between the parties; such agreement being entirely in the discretion of Seller.

b) Buyer is not entitled to compensation for any damages caused by delay within the period Seller needs to correct defects and/ or deficiencies.

(3) The foregoing warranties shall not apply to any products which Seller determines have been, by Buyer or otherwise, subjected to operating and/or environmental conditions in excess of the maximum value established therefore in the applicable specifications, or any products that have been the subject of mishandling, misuse, misapplication, neglect, improper testing, repair, any sort of alteration or damage.

(4) No warranty applies to wear and tear.

(5) The provisions of the foregoing warranties extend to Buyer only and not to Buyer's customers or users of Buyer's products and are in lieu of any other warranty, whether express, implied or statutory, including any implied warranty, of merchantability or fitness for a particular purpose.

(6) Seller shall in no event be liable for any indirect damages and/or consequential damages and/or losses, such as, but not limited to loss of profit, loss of use, loss of production, stranded cost, etc.

(7) Seller under no circumstances assumes liability for the correctness of the plans, drawings and other documents and information submitted to it by Buyer. Any claim for damages for defective services resulting from the documents and information provided by Buyer is excluded.

(8) Seller's liability arising out of the production, sale or supply of products or their use or disposition, whether based upon warranty, contract, tort, fault or otherwise, shall not exceed cumulatively for all grounds of responsibility the value of the actual purchase price received from Buyer for Seller's goods or services. Seller's liability for any claim of any kind shall in no case exceed the obligation or liability specified in this Section 8 (Warranties).

(9) Technical Assistance. Seller's Warranty shall in no case be affected by Seller's rendering of technical advice or advice on maintenance and no obligation or liability shall arise out of such advice, which excludes also any liability for the accuracy of Seller's documents, drawings, information (including e-mails) and mounting/montage instructions.

(10) Warranty Procedures. Buyer shall notify Seller of any goods and design work which it believes to be defective or incorrect during the applicable warranty period and which is covered by the warranty set forth above. Buyer shall not return any products for any reason without the prior authorization of Seller and its issuance of a Return Material Authorization ("**RMA**") number. After issuance of an RMA number, such products shall be promptly returned by Buyer (and in no event later than thirty (30) days after the warranty expiration date), transportation and insurance prepaid, to Seller's designated facility for examination and testing. Seller shall either repair or replace any products received from Buyer and confirmed to be defective and promptly return such repaired or replaced products to Buyer, transportation and insurance prepaid. Incorrect design work will be corrected within shortest time possible. Should Seller's examination and testing not disclose any defect covered by the warranty, Seller shall immediately

notify Buyer and dispose of or return the products in accordance with Buyer's instructions and at Buyer's sole expense, and Buyer shall reimburse Seller for testing expenses incurred at Seller's repair rates current at the time of such examination.

c) The notice of defect in no way affects Buyer's payment obligations towards Seller.

(11) Repair Warranty. Seller warrants its repair work and/or replaced parts for a period of ninety (90) days from receipt by Buyer of the repaired or replaced products or for the remainder of the warranty period for the initial delivery of such order as set forth in paragraph 6 (1) above, whichever is greater.

(12) Critical Applications. Certain applications using Seller's products may involve potential risks of death, personal injury, or severe property or environmental damage ("**Critical Applications**") caused by operational malfunction. Therefore, Buyer operates Seller's products on his own risk and agrees to defend, indemnify and hold Seller harmless from any and all damages, claims, proceedings, suits or expense resulting from such use.

9 INDEMNITIES FOR INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADE SECRETS

(1) By Seller. Except as provided below, Seller shall defend and indemnify Buyer from and against any damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of any claim that products purchased hereunder infringe a valid patent or copyright or infringe a trade secret of a third party, provided that

- i. Buyer shall have promptly provided Seller written notice thereof and reasonable cooperation, information, and assistance in connection therewith, and
- ii. Seller shall have sole control and authority with respect to the defense, settlement, or compromise thereof. Should any products delivered hereunder become or, in Seller's opinion, be likely to become the subject of such a claim, Seller may, at its option, either (a) procure for Buyer the right to continue purchasing and using such products (obtain a license), or (b) replace or modify such products so that they become non-infringing, or (c) request that Buyer return such products and, upon receipt, reimburse Buyer the full purchase price paid for such products as full and complete satisfaction for any claims Buyer may have against Seller arising from such infringement. In such event, Seller may withhold further shipments of infringing or potentially infringing Seller products.

d) Seller shall have no liability or obligation to Buyer hereunder with respect to any patent, copyright or trade secret infringement or claim thereof based upon:

- i. compliance with designs, plans or specifications of Buyer,

- ii. use of the products by Buyer or any agents or customers of Buyer in combination with, or the incorporation or imbedding of the products into, devices or products not purchased hereunder where Seller's product alone would not be infringing,
 - iii. use of the products by Buyer in an application or environment for which such products were not designed or contemplated,
 - iv. modifications of the products by Buyer or any agents or customers of Buyer, or
 - v. any claims of infringement of a patent, copyright or trade secret in which Buyer or any affiliate or customer of Buyer has an interest in or a license for.
- e) The foregoing states the entire liability of Seller with respect to infringement of patents, copyrights and trade secrets by Seller's products or any part thereof or by their operation.

(2) By Buyer. Buyer shall defend and indemnify Seller from and against any damages, liabilities, claims, proceedings, suits, costs and expenses (including reasonable attorneys' fees and court costs) incurred by Seller as a result of or arising from Buyer's activities, including, without limitation, product liability, intellectual property infringement, customer warranty and service claims, provided that Seller promptly provided Buyer with written notice thereof and reasonable cooperation, information and assistance in connection therewith, and Buyer has sole control and authority with respect to the defense, settlement or compromise thereof.

10 LIMITATION OF LIABILITY

(1) Notwithstanding anything to the contrary contained herein or otherwise expressly agreed between the parties in writing or provided by the applicable law, Seller shall in no event be liable for any claims and/or rights arising out of Buyer's contracts with third parties as well as for slight negligence and any indirect and/or consequential damages and/or losses, such as, but not limited to loss of profit, loss of use, loss of production, stranded cost, loss of interest, increased cost connected with the interruption of operation suffered by Buyer for whatever reason etc.

(2) Seller's liability hereunder (e.g. warranty, indemnity, damages, late delivery, etc.) shall be cumulatively limited at an overall maximum of the value of the payments actually received (cash-in). The parties may agree to conclude a relevant insurance covering a higher amount.

(3) In case the delivery date of goods and/or services were set as fix-dates between the parties and Seller did not manage to perform its delivery obligations in due time, the maximum limit of penalties and / or liquidated damages shall in no case exceed five (5) % of the purchase price. Apart from the penalty and/or liquidated damages any further claims against Seller are excluded.

(4) In case of non-achievement of agreed minimum performance parameters of goods, the maximum limit of penalties and/or liquidated damages shall in no case exceed five (5) % of the Purchase Price of the

goods or partial goods or components or hardware. Apart from the penalty and/or liquidated damages any further claims against Seller are excluded.

(5) In case of cumulated late delivery and non-achievement of minimum performance parameters, the maximum limit of penalties and/or liquidated damages shall in no case exceed seven and a half (7.5) % of the purchase price of the concerned goods, components or parts cumulatively.

(6) Irrespective of the provisions of the law applicable to the Agreement as well as of the provisions of any further agreement between the parties, Seller's liability provided for in the Agreement, in particular, in respect to delay, warranties and overall limitation of liability is exclusive and covers any and all rights and remedies Buyer is entitled to.

(7) In no circumstances can Seller be held liable for any wrongdoings of the consortium members, subcontractors or other entities chosen and/or controlled by Buyer.

(8) Any claims for damages shall expire and become time-bared after one (1) year after the Buyer became aware or should have become aware of such damage.

(9) If Seller causes damage to Buyer, provided such damage was caused by Seller's intent or gross negligence or in case Seller's performance under the Agreement causes death or injury to persons of Buyer or a third party, provided Seller is recognized liable therefor by the competent court, Seller shall indemnify Buyer or a third party to the extent of the coverage of Seller's respective third party liability insurance only.

11 RETENTION OF TITLE

(1) Seller retains the title to all goods supplied by it until full payment of the amounts invoiced. If the goods have been used in the production or completion of other goods or plants or constructions, etc., the retention of title shall extend to such product achieved by using the goods or services which have not been paid and to any turnover or income generated by it. If goods which are the property of Seller are mixed, blended or combined with other items, Buyer already at this point assigns his ownership rights or co-ownership rights to the new item to Seller and shall hold the item in safe custody for Seller with the care of a prudent businessman. Buyer may only sell the products which are the property of Seller in the ordinary course of business, provided that he is not in default of payment and ensures that monies received are transferred to Seller. Hereby, Buyer assigns his purchase price claims from resale vis-à-vis his customers to Seller and shall make the notification which is required for this assignment clause to become effective in his books or on his invoices. In the case of assignment, Seller shall also be entitled to notify the customers of Buyer. If there are any unsettled or scheduled payments to be made by Buyer vis-à-vis Seller any Seller's consent to resale or combine the products shall automatically expire, if insolvency proceedings are opened over the assets of Buyer.

(2) In the event of any third-party action against Seller's goods or service results (such as plans, drawings) delivered under retention of title or any receivables assigned to Seller, Buyer shall notify such

party of Seller's rights for such property and immediately inform Seller about such action. Buyer shall bear the costs of any intervention.

(3) If Buyer shall be in breach of contract, in particular in payment default, it shall, upon Seller's demand, immediately return all goods delivered under retention of title and assign to Seller any repossession claims against any third party in conjunction with such goods. Any repossession or enforcement proceedings with regard to the goods delivered under retention of title shall not be regarded as a rescission of this Agreement.

(4) Except for the retention of title for the goods and until receiving of all due payments from Buyer, Seller, upon its own discretion, can store the goods produced at its own premises, ship them to Buyer or to a third-party neutral location, where they can be released to Buyer once the due payments were made. Costs borne for such extra actions are to be borne by Buyer.

(5) Despite Seller being an owner of the property based on the provision of this Section 11 of GTC and given the fact that the ownership to such goods did not pass from Seller to Buyer due to Buyer's fault, the risk of accidental damage or loss of property lies with the Buyer and from the moment the goods were made ready to be delivered he is the sole entity to bear any and all costs for insurances covering possible risks.

(6) Any assignment of this Agreement or of any rights or obligations hereunder by Buyer without prior written consent of Seller shall be null and void.

12 CANCELLATION

(1) Buyer may cancel its order (**termination for convenience by Buyer**) only upon written notice and upon payment to Seller the cancellation charges in the amount of purchase price minus saved expenses.

(2) Seller may cancel Buyer's order (**termination by Seller due to Buyer's fault**) at any time due to non-fulfillment by Buyer of its contractual obligations if Buyer is in breach of his obligations for more than fifteen (15) days. In such a case Buyer is obliged to pay Seller the amount of purchase price minus saved expenses.

(3) Buyer may cancel an order (**termination by Buyer due to Seller's fault**) due to Seller's late delivery or non-achievement of the contractually agreed minimum performance parameters only if Seller has been given prior notice specifying the nature of such complete or partial default and given the possibility to rectify the delay or quality inadequacies within a reasonable, minimum thirty (30) working days period, and yet has failed to do so. In such a case Buyer retains goods and services that have already been delivered latest on the day of expiration of such thirty (30) days period and has the obligation to pay for what has been delivered so far. The Customer may complete the goods and / or services (e.g. drawings, plants etc.) himself or have those completed by a third party. When doing so, Customer can claim reimbursement of the direct and reasonable additional costs in the amount not higher than fifteen (15) % of the purchase price.

13 NO LICENSE

The sale of goods or parts thereof by Seller does not convey any license or other rights of whatever kind, in particular intellectual property rights such as patents, utility models, trademarks, designs or brands, by implication, estoppel or otherwise to use or practice any patent claims or other intellectual property of Seller covering the products, their parts or other devices or elements. Furthermore, Buyer does not obtain any right of manufacture for patent- and know-how protected spare parts and wear-and-tear parts and for purchased parts. The Seller might grant the Buyer a right to use that is transferable.

14 PROPRIETARY INFORMATION

(1) No proprietary information disclosed by either party to the other in connection with the Agreement shall be disclosed to any person or entity other than the recipient party's directly involved employees and contractors who agree to protect the confidentiality of such information, and such information shall otherwise be protected by the recipient party from disclosure to others. Information will not be subject to this provision if it is or becomes a matter of public knowledge without the fault of the recipient party, if it was a matter of written record in the recipient party's files prior to disclosure to it by the other party, or if it was or is received by the recipient party from a third person under circumstances permitting its unrestricted disclosure by the recipient party. Upon termination of the Agreement, each party shall promptly deliver to the other, all proprietary information of the other party in the possession or control of such party and all copies thereof.

(2) Buyer undertakes to treat any and all information, irrespective of its content, format and form (such as but not limited to written, oral or electronic transmission), e.g. all data, drawings, concepts, calculations and all kinds of documentation from and about Seller or from or about any of its group-companies or other suppliers, including but not limited to their products, technology, prices, designs, innovative solutions, as well as any other technical and business information, personal data of the individuals involved as strictly confidential and shall use it only for the purposes of the collaboration with Seller's competitors. For the avoidance of doubt, any and all information provided by or derived from Seller shall be considered confidential by default unless the latter has specifically agreed to its non-confidential nature. Buyer shall ensure that confidentiality obligations at least not lower than the ones provided in the Agreement are borne by any consortium members or subcontractors chosen and/or controlled by Buyer and shall be co-liable for any breach of their obligation to keep Seller's information strictly confidential. This confidentiality obligation shall outlive any contractual relation between the parties and last for at least 10 years following the acceptance of the goods or services provided by Seller.

(3) Both parties shall protect personal information under applicable data protection legislation and as a minimum at the level required by the General Data Protection Regulation (EU) 2016/679 of the European Union.

15 FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of nature, fire, casualty, flood, due to Embargo, sanctions, war, riot, omissions, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirements of governmental or administrative authority, epidemic, destruction of production facilities, unavailability of materials, labor, equipment, transportation or energy sufficient to meet production and delivery needs, or any other cause beyond the reasonable control of the party invoking this provision, and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

16 APPLICABLE LAW AND VENUE, PARTIAL INVALIDITY

- (1) The construction, interpretation and performance of this Agreement and all transactions, disputes or claims hereunder or related hereto shall be governed in all respects by the laws of AUSTRIA excluding Austrian conflict of laws rules and UN-Conventions on the International Sales of goods (UN Sales law).
- (2) For all disputes directly or indirectly arising from the contractual relationship the court having jurisdiction over the subject-matter at the place of Seller's establishment shall have exclusive jurisdiction.
- (3) If Buyer's registered office is situated outside of the European Economic Area or Switzerland, all disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity, shall be submitted to the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber and shall be finally settled under the Rules of Arbitration (Vienna Rules) of VIAC by one or three arbitrators appointed in accordance with the said Rules. Arbitration language shall be English, unless both parties explicitly agree to have arbitration in German language. Place of arbitration shall be Vienna, Austria. The provisions on expedited proceedings (Article 45 Vienna Rules) shall apply, unless both parties agree otherwise in written before the start of arbitration proceedings.
- (4) In any event, parties are entitled to sue each other also at the competent court at the place of establishment of a defending party.
- (5) The invalidity of any provision of these GTC shall not affect the validity of the other provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that shall be suitable to implement the economic purpose of the deleted provision to the greatest extent possible.

****This is a revised version of General Terms and Conditions entering into force as of May 1, 2024.***