General Terms and Conditions of WITTUR Austria GmbH ("WITTUR")

I. General

1. The following terms and conditions (hereinafter "**General Terms and Conditions**") shall apply to the sale of goods (hereinafter also "**Delivery Items"**) by WITTUR towards entrepreneurs and legal entities under public law or a special fund under public law (hereinafter "**Purchaser**").
2. All deliveries are based on these General Terms and Conditions, as well as on any separate contractual agreements. Deviating terms and conditions of purchase on the part of the Purchaser shall not become part of the contract, irrespective of whether they have been expressly rejected by WITTUR or not, even upon acceptance of the order, or if the deviation regards non-essential issues only.
3. Individual agreements made between WITTUR and the Purchaser in individual cases shall prevail. Subject to proof to the contrary, a written agreement or written confirmation by WITTUR shall be authoritative for the content of such agreements.
4. WITTUR reserves the title and copyrights in respect of any offers, samples, cost estimates, drawings and the like, information, physical and non-physical in nature - also in electronic form ("**Documents**"); the Documents and their content may not be made accessible to third parties. Any copies made shall be destroyed.
5. These General Terms and Conditions and the separate agreement between the parties constitute the entire agreement. Former practices, customs or agreements between the parties, further the practices and customs acknowledged in the given sector do not become part of the contract.

II. Offers, orders

1. Offers issued by WITTUR are non-binding. In the event that an offer issued by WITTUR is expressly designated in writing as binding, WITTUR shall be bound by such offer for the period of four weeks, starting from the date of the offer.
2. Orders placed by the Purchaser shall only become binding for WITTUR upon acceptance of the order by confirmation in text form (e-mail shall suffice), by confirmation within the electronic order system or by dispatch of the goods and invoice. WITTUR shall have the right to accept orders within two weeks after their receipt.

III. Price, payment, financial situation of the Purchaser

1. In the absence of a deviating individual agreement, prices shall be understood EXW Incoterms® 2020 from WITTUR's premises or from another place as designated by WITTUR, packaging excluded and shipping costs in Euro. Value added tax applicable at the respective statutory rate shall be added to the prices.
2. WITTUR reserves the right to adjust prices as follows:

(a) Where a price list is shown prior to the conclusion of a purchase contract, the prices shown are subject to change at any time and without notice. Only the prices set out in the price lists valid at the time of conclusion of the contract are relevant and shall apply.

(b) If for any reason beyond the control of WITTUR, costs of material, inflation, labour, storage or delivery of the goods and any ancillary costs increase or decrease, WITTUR reserves the right to adjust the price of the ordered goods accordingly.

(c) In the event of significant cost increases the right to adjust prices also exists with regards to costs occurring after the conclusion of the contract and prior to affecting the delivery, if such cost increases are beyond the control of WITTUR and could not be foreseen with sufficient certainty.

3. In the absence of a deviating individual agreement, payment shall be made without any deduction, *i.e.* the total amount is due without deductions as soon as the Purchaser has been informed that the main parts are ready for collection.
4. The Purchaser shall only have the right to withhold payments (right of retention) or offset them against counterclaims to the extent that its counterclaims are undisputed or have been finally determined by a court of law, unless the counterclaims are based on the same contractual relationship.
5. If, after conclusion of a contract with the Purchaser it becomes apparent that the fulfilment of the Purchaser's contractual obligations is at risk due to its financial situation (in

particular in the event of suspension of payments, application for the opening of insolvency proceedings, seizure or execution measures, raising of bill or cheque protests and return of direct debits, also vis-à-vis or to third parties), WITTUR shall be entitled, at its own discretion, to withhold delivery until either advance payment of the purchase price or provision of appropriate security

6. Should the advance payment or security deposit pursuant to Section III.5 not be provided by the Purchaser within two weeks, WITTUR shall be entitled to rescind the corresponding agreement.

IV. Delivery periods and dates, delay in delivery

1. Deliveries shall be made EXW Incoterms® 2020 from WITTUR's premises or from another place as designated by WITTUR, unless expressly agreed otherwise.
2. Delivery periods and dates shall be individually agreed. They are non-binding, unless they are expressly specified as binding in the individual contract. Delivery deadlines shall commence upon conclusion of the contract, unless expressly agreed otherwise. However, delivery deadlines shall not commence until all commercial and technical questions between the parties to the contract have been clarified and the Purchaser has fulfilled all cooperation obligations incumbent upon it, such as the provision of the necessary official certificates or permits, and, to the extent that advance payment has been agreed, not before receipt of the agreed payment by WITTUR. This does not apply when WITTUR is responsible for the delay.
3. In case of non-binding delivery periods or delivery dates, WITTUR shall not be in delay in delivery (*Lieferverzug*) until a reasonable delivery period set in writing by the Purchaser has expired to no avail. The Purchaser shall not set the expiry date of such period earlier than four weeks after expiry of the non-binding delivery period or the non-binding delivery date.
4. Agreed subsequent changes to the contract may result in an extension of the agreed delivery deadlines and a postponement of the delivery dates.
5. If the parties agree that the deadlines are binding, compliance with the delivery deadlines and dates shall be subject to the correct and punctual delivery to WITTUR on the part of WITTUR's own suppliers. WITTUR shall not be in delay in delivery if a supplier does not supply WITTUR correctly or on time for reasons beyond the control of WITTUR and although WITTUR has concluded a congruent hedging transaction with the supplier.
6. WITTUR shall make the Delivery Item available for collection by the Purchaser at the contractually agreed place of delivery before expiry of the respective delivery deadline and inform the Purchaser accordingly. The Purchaser shall collect the Delivery Item at the contractually agreed place and date of delivery. Deviating agreements are reserved.
7. If the delivery of the Delivery Item is delayed for reasons for which the Purchaser is responsible, the costs incurred as a result of the delay shall be charged to the Purchaser.

V. Transfer of risk, default of acceptance, partial deliveries

1. The risk of accidental loss and accidental deterioration of the delivery item shall pass to the Purchaser upon delivery. When the delivery item is to be accepted by the Purchaser in accordance with the contractual agreement and the type of order, acceptance shall be decisive for the transfer of the risk in cases of accidental loss and accidental deterioration of the Delivery Item. Delivery shall be deemed to have taken place if the Purchaser is in default of acceptance.
2. The Purchaser shall be in default of acceptance if he does not collect the Delivery Item on the bindingly agreed delivery date. In the case of non-binding delivery periods or dates, WITTUR can inform the Purchaser within a period of two weeks that the Delivery Item is ready for collection; if the customer does not collect and/or take delivery of the goods upon expiry of the period, it shall be in default of acceptance.
3. If the Purchaser is in default of acceptance, if it fails to cooperate or if WITTUR delays delivery for other reasons for which the Purchaser is responsible, WITTUR shall be entitled to demand compensation for the

resulting damage and for any additional expenses incurred (e.g. storage costs). WITTUR will charge the Purchaser additional expenses of EUR 15.00 per square metre and per month for any storage costs incurred for the above-mentioned reasons as liquidated damages (*pauschalierter Schadensersatz*).

4. WITTUR shall be entitled to make partial deliveries provided that their acceptance is not unreasonable for the Purchaser, and in particular when the delivery of the remaining ordered Delivery Items is secured and the Purchaser does not incur any considerable additional expenditure or costs as a result of this (unless WITTUR declares its willingness to bear these costs). Each partial delivery may be invoiced separately.
5. The Purchaser can withdraw from the contract without setting a deadline if WITTUR's entire performance becomes finally impossible before the transfer of risk. In addition, the Purchaser may withdraw from the contract if the execution of part of the delivery becomes impossible for an order and it has a justified interest in rejecting the partial delivery. If this is not the case, the Purchaser shall pay the contract price attributable to the partial delivery. If the impossibility occurs during the delay in acceptance or if the Purchaser is solely or predominantly responsible for these circumstances, it shall remain obliged to counter-performance.

VI. Retention of title, insurance

1. WITTUR retains its title to the Delivery Item until receipt of all payments due to the contractual relationship. In the event of a current account relationship existing within the scope of the business relationship, WITTUR shall retain title to the supplied goods until receipt of all payments from acknowledged account balances.
2. In the event of a breach of the agreement on the part of the Purchaser, in particular in the event of default of payment, WITTUR shall be entitled to collect the Delivery Item delivered under retention of title ("**Retained Delivery Item**"). In case of default of payment, prior indication of a notice period is not required. For the purpose of collecting the Retained Delivery Item, WITTUR shall be entitled to enter the business premises of the purchaser during the usual business hours. Further claims of WITTUR shall remain unaffected.
3. After taking back the Retained Delivery Items, WITTUR shall be authorized, upon prior notice, to utilize the Delivery Items as appropriate; the revenues shall be set off against the Purchaser's liabilities, after deduction of the appropriate utilization costs.
4. For the duration of the retention of title, the Purchaser shall not be entitled to pledge the Retained Delivery Item or use it as security. The Purchaser is entitled to process and/or resell the Retained Delivery Item in the ordinary course of business, however, it now already assigns all claims in the amount of the final invoice amount (including value added tax) that it may have as a result of the sale against its customers or third parties, irrespective of whether the Retained Delivery Item was sold before or after processing, to WITTUR. The Purchaser shall not be entitled to pledge the assigned claims or use them as security.
5. When reselling the Retained Delivery Items, the Purchaser shall notify its customer of the assignment of the payment claims for the delivered goods. The purchaser shall not be entitled to sell the Retained Delivery Items to customers who have excluded or restricted the assignment of payment claims against them. If the Retained Delivery Items have been further processed with other objects that are not the property of WITTUR, the assignment shall only be affected in proportion of the co- ownership in the processed object in accordance with Section VI.10.
6. The Purchaser shall retain its right to collect the receivables even after assignment. The right of WITTUR to collect the receivables itself shall remain unaffected. WITTUR shall, however, not collect the receivables as long as the Purchaser meets its payment obligations from the revenues acquired, does not enter into default of payment and, in particular, has not filed an application for the opening of insolvency proceedings and has not suspended its payments. In any of the aforementioned cases, WITTUR may demand that the Purchaser discloses the assigned receivables and their debtors, provides all information required for collection, hands over the relevant documents and notifies the debtors

of the assignment. Upon the occurrence of any of these events, the Purchaser's right to collect the receivables shall expire.

7. Insofar as a current account relationship exists between the Purchaser and its customer, the claim assigned to WITTUR by the Purchaser in advance also refers to the acknowledged account balance. In the event of the Purchaser's insolvency, it shall also refer to the account surplus of the final balance existing at that point in time.
8. The Purchaser is obliged to notify WITTUR immediately in writing of any and all seizures, pledges and other attachments by third parties with regard to the Retained Delivery Items or the assigned claims. In addition, the Purchaser shall notify such third parties of the retention of title. To the extent the third party is not in a position to reimburse WITTUR for the court and out-of-court costs of legal action, the Purchaser shall be liable for the loss incurred by WITTUR.
9. The Purchaser shall be obliged to handle the Retained Delivery Items with due care. In particular, it shall take out adequate insurance to insure the Retained Delivery Items at replacement value against fire, water and theft. The Purchaser shall be obliged to store the Retained Delivery Items separately and to identify them as the property of WITTUR, as well as to mark the assigned receivables in its accounts as being owed to WITTUR.
10. Processing or conversion of the Retained Delivery Items by the Purchaser shall always be performed on behalf of WITTUR. If the Retained Delivery Items are processed or converted together with other objects not belonging to WITTUR, WITTUR shall acquire co-ownership of the new object in proportion of the value of the Retained Delivery Items to the other processed or converted objects at the time of processing or conversion; apart from the aforesaid, the new object thus created shall be subject to the same provisions as those governing the product supplied under retention of title.
11. If the Retained Delivery Items are merged or combined inseparably with other objects not belonging to WITTUR, WITTUR shall acquire co-ownership of the new object in proportion of the value of the Retained Delivery Items to the other merged objects at the time of merging or combining. If the merging or combination is performed in such a manner that the Purchaser's object is to be regarded as the main item, the Purchaser shall transfer co-ownership proportionately. The Purchaser shall hold the sole ownership or co-ownership thus created in safekeeping for WITTUR.
12. The Purchaser shall adopt appropriate measures for and provide comprehensive support to WITTUR in safeguarding the rights of WITTUR pursuant with this Section VI (and, as necessary, by other means of protection) in the country in which the Retained Delivery Items are located.

VII. Warranty rights

WITTUR grants the following warranty rights for defects of the Delivery Item without prejudice to any claims for damages limited pursuant to Section VIII:

1. The Purchaser's rights in respect of defects presuppose that he inspects the Delivery Item on delivery in respect of quantity and quality (random inspection is not sufficient) and provides proper notice of defects without undue delay. Should the Purchaser not provide a proper notice of missing quantities or defects without undue delay, the Delivery Item qualifies as accepted and Purchaser loses its right to warranty unless there was a hidden defect which was not discoverable during inspection.
2. Complaints must be made in writing with a specific indication of the defect. WITTUR must be notified in writing of incomplete deliveries and other recognizable defects without undue delay, but at the latest within one week after delivery; notification regarding hidden defects shall be made without undue delay and at the latest within one week after their discovery. Acceptance and/or approval of the Delivery Item may not be refused for reason of insignificant defects. Claims arising from delayed notification of defects are excluded.
3. The costs for the inspection of the Delivery Item shall be borne by the Purchaser. Defective Delivery Items shall be made available to WITTUR for inspection upon request.
4. In the case of defective Delivery Items, WITTUR shall, at its own discretion,

provide subsequent performance by remedying the defect (rectification, *Nachbesserung*) or deliver a defect-free item (replacement, *Nachlieferung*). Subsequent performance shall be effected without any acknowledgment of a legal obligation. In the case of rectification, the remaining period of the original statutory period of limitations shall begin with the return of the improved product. The same shall apply if a replacement has been delivered.

5. After agreement with WITTUR, the Purchaser must give WITTUR the necessary time and opportunity to carry out all repairs and replacement deliveries that appear necessary. Only in urgent cases, where operational safety is endangered, or so as to prevent disproportionately large damage, whereby WITTUR must be informed immediately of the intended remedying method and the estimated expenditure for remedying the defect - if possible in writing - and the remedying method must be agreed with WITTUR, the Purchaser shall have the right to remedy the defect itself or have it remedied by third parties, and then demand reimbursement of the necessary expenditure from WITTUR. The right of self-remedy does not exist if WITTUR would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
6. Purchaser's claims for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, shall be excluded, to the extent the expenses are increased as a result of the Delivery Items being brought to a place other than the agreed place of delivery; WITTUR shall be entitled to charge such additional costs to the Purchaser.
7. Within the context of the statutory provisions, the Purchaser has a right to rescind from the contract if WITTUR - by taking into account the statutory exceptions - allows a reasonable period of time set for it to remedy the defect or to make a replacement to expire fruitlessly. The Purchaser's right of recission or the assertion of a claim for damages instead of the entire performance (Schadensersatz statt der ganzen Leistung) in the event of an insignificant defect that does not significantly impair the use of the Delivery Item is excluded.
8. WITTUR shall only be liable for public statements, in particular in advertising, if WITTUR has initiated them. In such cases, it is only liable when the advertising actually influenced the purchase decision.
9. Guarantees shall only be assumed by WITTUR when an individual agreement has been made. Any reference to technical standards, e.g. DIN standards, only serves to describe the goods and does not constitute a guarantee.
10. No warranty is assumed in particular in the following cases: Unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials, defective construction work, unsuitable subsoil, chemical, electrochemical or electrical influences - insofar as WITTUR is not responsible for them.
11. If the Purchaser or a third party carries out improper repairs, WITTUR shall not be liable for the resulting consequences. The same shall apply to changes to the Delivery Item made without WITTUR's prior written consent.
12. The limitation period for warranty rights shall be one year from delivery of the Delivery Item. However, this limitation shall not apply if (i) a defect has been fraudulently concealed or (ii) a guarantee has been given for the quality of the Delivery Item (in this respect, the guarantee regulation or limitation period resulting from the guarantee may apply). In the event of claims for damages, this limitation shall not apply in the following cases: (i) injury to human life, body or health, (ii) wilful misconduct and (iii) gross negligence on the part of WITTUR's officers or directors, and (iv) liability according to the provisions of the Product Liability Act.

VIII. Liability

1. WITTUR shall be liable irrespective of the type of breach of duty, including unlawful acts, when WITTUR acted with intent.
2. The liability of WITTUR for damages caused by simple negligence is limited to damages resulting from the breach of material contractual obligations, the fulfilment of which is prerequisite to the proper execution of the agreement and in the observance of

which the contractual partner regularly trusts and is entitled to trust; in this case, however, liability shall be limited to the typical, foreseeable damage. This limitation of liability shall equally apply to any damage caused by gross negligence on the part of employees or agents of WITTUR, who are not governing bodies or executives of WITTUR.

3. In cases governed by Section VIII.2 the limitation period shall be two years from the point in time in which the claim arose and the Purchaser became aware of the circumstances giving rise to the claim. Irrespective of Purchaser's knowledge, the claim shall become statute-barred three years after occurrence of the event giving rise to the damage. The limitation period for claims for damages due to defects shall be determined pursuant to Section VII.12.
4. Any liability on the part of WITTUR – for whatever legal reasons – is excluded for damages that have not occurred to the Delivery Item itself. Therefore, WITTUR shall not be liable under any circumstances for consequential damages, indirect damages, financial losses, damages due to delay, damages to third parties, immaterial damages, loss of profits, as well as damages resulting from loss of production, loss of use or the like.
5. The above limitations of liability and exclusions shall apply to all claims for damages irrespective of their legal basis, with the exception of claims for damages by the Purchaser (i) resulting from injury to life, body or health (ii) in the event of fraudulent concealment of defects, (iii) when WITTUR acted with intent, (iv) for gross negligence on the part of corporate bodies or executives of WITTUR or (v) in the event of liability for claims based on the provisions of the German Product Liability Act.
6. Insofar as WITTUR's liability is excluded or limited, this shall also apply to WITTUR's employees, executives, representatives and vicarious agents.
7. WITTUR's obligations based on quality or durability guarantees are not restricted by the above provisions (in this context, where applicable, the guarantee and/or limitation period laid down in the guarantee shall apply).
8. The above limitations of claims for damages shall apply accordingly to the claim for reimbursement of futile expenses.

IX. Force Majeure

1. If WITTUR is hindered in its performance of its contractual obligations due to force majeure such as mobilization, war, terrorism, riots, natural disasters, flooding, fire, explosions or other unforeseeable circumstances for which WITTUR is not responsible, such as strikes or lawful lock-outs, operational or transport disruptions, difficulties in procuring raw materials, virus and other attacks by third parties on the IT system of WITTUR, insofar as these occur despite the observance of the usual care taken in protective measures, as well as direct or indirect effects of epidemics or pandemics (including COVID-19), including associated official authorities, legal or other measures, the agreed delivery periods shall be extended by the duration of the hindrance plus a reasonable start-up period, however by a maximum of three months. WITTUR shall not be held responsible for the aforementioned circumstances even if they occur during an already existing default. WITTUR shall inform the purchaser of the beginning and the expected end of such circumstances as soon as possible.
2. In the event of force majeure WITTUR also has the right (a) to reject an order or (b) if the hindrance lasts six weeks or longer to cancel an order. If the hindrance lasts six weeks or longer the Purchaser may also rescind the contract.

X. Compliance with regulations and export

1. Purchaser shall comply with all applicable legal, regulatory and governmental requirements, including applicable import and export regulations and other laws of the country in which Purchaser sells, otherwise places on the market or uses the goods. Purchaser shall obtain and maintain, in a timely manner, all necessary permits and licenses and any other authorizations required to use or export the goods under all such applicable laws.
2. WITTUR is entitled to withhold delivery to the Purchaser if the delivery to the Purchaser would violate such applicable laws or if the required permits have not been procured and this is not due to the fault or responsibility of

WITTUR.

3. WITTUR also reserves the right (a) to reject an order or (b) to cancel an order if such order or the subsequent delivery would infringe applicable sanction laws or embargoes.
4. The Importer/Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation/Belarus or for use in the Russian Federation/Belarus any goods supplied under or in connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EC) No. 765/2006.
5. The Importer/Buyer shall undertake its best efforts to ensure that the purpose of paragraph 4 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
6. The Importer/Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 4.
7. Any violation of paragraphs 4, 5 or 6 shall constitute a material breach of an essential element of the Agreement, and the Exporter/Seller shall be entitled to seek appropriate remedies, including, but not limited to a) termination of the Agreement; and b) a penalty of 100% of the total value of the Agreement or price of the goods exported, whichever is higher.
8. The Importer/Buyer shall immediately inform the Exporter/Seller about any problems in applying paragraphs 4, 5 or 6, including any relevant activities by third parties that could frustrate the purpose of paragraph 3. The Importer/Buyer shall make available to the Exporter/Seller information concerning compliance with the obligations under paragraph 4, 5 and 6 within two weeks of the simple request of such information.

XI. Applicable law, place of jurisdiction

1. Austrian law, without application of the international private law rules, shall apply exclusively to all legal relationships between WITTUR and the Purchaser. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. The exclusive place of jurisdiction for all disputes arising out of or in connection with a delivery shall be at the registered office of WITTUR. However, WITTUR shall be entitled to file a lawsuit against the Purchaser at the Purchaser's registered place of business.