

Standard Terms of Purchasing

of Christof Industries Austria GmbH

November 2019

Our orders and purchases are effected exclusively subject to the following terms; the Supplier's provisions to the contrary shall only apply if confirmed by us in writing. The Supplier expressly notes that we hereby expressly oppose all provisions in a confirmation of order or other business papers of the Supplier.

1. QUOTATIONS

The drafting of projects and the preparation of quotations by the Supplier shall in any event be free of charge; the quotations shall be binding for the Supplier for a period of twelve weeks – unless agreed otherwise in the specific case.

2. ORDER

Our orders shall only be binding if they are made in writing. This shall also apply, even if the order is transmitted by electronic means (e.g. e-mail, fax). The acceptance of the order must be confirmed immediately. Oral or telephone orders without subsequent written confirmation shall be invalid.

3. PRICES

The prices specified in the order shall be agreed as fixed prices. If prices have not been specified, the order is placed subject to our subsequent authorisation in writing of the prices to be notified by the Supplier. The prices are specified in Euro and do not include statutory value added tax. Adjustments to the actual sales prices at the time of delivery shall only be accepted if agreed separately.

4. DELIVERY DATE AND DELIVERY PERIOD

Unless excluded by mutual agreement, orders shall be deemed to be transactions for delivery by the fixed delivery date.

The agreed delivery period is calculated from the day on which the order is mailed by us.

In the event of force majeure, we can suspend the contract in whole or in part or demand the performance of the contract at a later date, without the Supplier thereby acquiring any claims against us. We reserve the right to claim the losses incurred by us as a result of a delayed delivery against the Supplier at any time. Advance deliveries shall require our written consent.

Specified delivery dates shall be complied with by the Supplier without fail; if compliance with an agreed delivery date is impossible for the Supplier, it shall notify such immediately. Irrespective of this notice, we shall at our choice be entitled in cases in which the fixed clause has been excluded by mutual agreement to withdraw from the contract or demand damages for non-performance, without prejudice to more extensive additional claims; we shall also be entitled to obtain substitute deliveries from a third party and charge the Supplier the difference, without the Supplier being entitled to raise objections against the amount of the purchase price for the substitute delivery. In addition, in the event that the fixed clause was not excluded by mutual agreement, we shall be entitled to insist on further performance of the contractual obligations by the Supplier following corresponding notifications to the latter.

If the delivery of shipments must be accelerated through the fault of the Supplier, it shall bear the resulting extra costs. The acceptance of a late delivery or performance shall not constitute a waiver of the claims to damages to which we are entitled as a result.

5. SHIPMENT

All deliveries shall be sent free domicile and packed; all costs and expenses arising shall be included in the sales price. The sender shall bear the transport risk; if in the individual case we expressly confirm our written consent to accepting the transport risk, the sender of the goods shall be obliged to file immediately all claims for damages against the railway company or other carrier for loss or damage of the goods and the like, and shall immediately assign such claims to us. If we accept the transport risk, the shipments of goods shall be insured by the sender at its own expense to our benefit unless we waive such in the individual case or assume the insurance ourselves. All packaging shall be included in the purchase price and may be returned by us at the sender's expense, with the entire amount charged being deducted; a charge for wear and tear is not provided for.

The goods may only be accepted by personnel authorised for such purpose; in the case of direct deliveries to the site, the goods may only be issued to the personnel specified in writing; the acceptance of the goods shall be confirmed by the incoming goods stamp intended for such purpose together with signature.

6. CONTRACTUAL PENALTY

In each case of a delivery default, irrespective of any fault on the part of the Supplier, a contractual penalty, not subject to judicial right of moderation, shall be deemed to be agreed to the amount of 5% for each week or part thereof of default, up to a maximum of 15% of the gross order amount involved, without prejudice to any higher claim for damages to which we shall be entitled.

7. DELIVERY NOTES/INVOICE

Each shipment shall be accompanied by a delivery note or a dispatch notice containing the complete order reference of the orderer, the date of order, the order number and the item number. The invoice must also contain the above details. The Supplier undertakes to specify the country of origin in the confirmations of order and invoices for the goods supplied by it, and confirms that all goods supplied by it have been manufactured in the country specified as country of origin, and that it is aware of and has complied with the statutory provisions concerning the issue of a certificate of origin.

If the above conditions are not duly complied with, we shall not be obliged to accept the goods or to pay the invoice amount. In addition, we may in such case charge the Supplier for handling charges.

8. DATA STORAGE AND DATA PROCESSING

The Supplier notes that the data concerning it contained in the order shall be subject to computer-assisted processing for the orderer's own purposes for bookkeeping and Supplier records. The Supplier confirms its express consent to a communication of this data by us to associated enterprises of the Christof Industries Austria GmbH Group within the meaning of Sec. 18 of the Data Protection Act and for the purpose of complying with statutory obligations, and for purposes of money and payment transactions.

9. TERMS OF PAYMENT

Payment shall be using means of payment of our choice. Payment shall be at 3% discount within 14 days after receipt of invoice or net within 60 days, subject to retention of a 10% liability deposit for the duration of the warranty/guarantee period. The discount period shall commence with the day of the receipt of the due invoice, but not before receipt of the goods or the contractual delivery date.

10. GUARANTEE, WARRANTY

The Supplier guarantees compliance with the qualitative and quantitative requirements specified in the order, an implementation in accordance with the current state of the art and compliance with all the statutory or official regulations concerning the goods for a period of 24 months from acceptance.

Irrespective of this guarantee, the statutory warranty both for immovable and movable objects of three years from acceptance is deemed to be agreed. Our acceptance is subject to subsequent inspection, and we shall not be subject to an obligation to inspect and object within the meaning of Secs. 377 and 378 of the Commercial Code.

In the event of faulty delivery, we shall be entitled at our choice, and without any restriction to the sequence of the following remedies, to withdraw from the contract without setting a grace period, to demand a reasonable reduction of the price or to demand remedy or replacement by a new fault-free product within a specified period; the same shall apply in the event of the Supplier's default with respect to a repair or a replacement.

In urgent cases, we shall be entitled to remedy the defect or have it remedied by a third party at the Supplier's expense.

Upon delivering the goods, the Supplier transfers full title to us without reservation and simultaneously confirms that there are no third-party rights to such.

The Supplier shall be liable for all damage to the goods themselves and to all consequential losses resulting from defects caused to us or third parties as a result of the deficiency of the goods, including in the case of slight negligence, and undertakes to pay damages in cash without any restriction concerning the priority of remedy in kind or in cash. A defect shall also include the failure to provide or the provision of faulty explanations concerning characteristics or the use of the goods.

If a claim is filed against us by a third party as a result of a defect, the Supplier undertakes to indemnify and hold us completely harmless with respect to such claims; this shall also apply if a claim is filed against us by a third party on the grounds of an intervention in third-party industrial property rights or an unlawful imitation in connection with a resale or other use of the goods or the designation of the goods pursuant to the designation/description selected by the Supplier.

In any case where we are indemnified and held harmless, the Supplier shall also be obliged to refund the costs incurred by us for legal representation and other defences to the claim, and to provide us with comprehensive assistance, in particular to provide all information required for a suitable defence against the claim.

If the Supplier has guaranteed that the goods have particular characteristics that by their nature cannot be determined by economically reasonable means at the time of their acceptance, the period for the assertion of warranty remedies shall only commence at the time when the defect can be identified with certainty.

11. PRODUCT LIABILITY

The Supplier likewise undertakes to indemnify and hold us harmless in the event of a claim being filed against us by a third party pursuant to product liability law regulations.

In order to avoid our responsibility under product liability law as far as possible, the Supplier undertakes to make available to us all details that are expedient for the supply of a fault-free product (operating instructions, goods advice, license regulations, etc.).

If the Supplier should subsequently become aware of circumstances that might establish a product defect within the meaning of the law, the Supplier undertakes to notify us immediately and completely of indications of this kind.

The Supplier undertakes to continuously observe the product; if after delivery to us, defects or risk elements in the use of the goods become apparent, it shall notify us immediately of such.

If as a result of such defects, there is a threat of a liability or a claim by a third party, we shall be entitled to return the goods stored with us at the Supplier's cost and risk, and simultaneously demand the repayment of the purchase price, without prejudice to any other claims.

In the relationship between ourselves and the Supplier, all protective effects to the benefit of third parties resulting from the contract shall be excluded.

12. RETURNS

The Supplier shall at its own expense collect from the delivery address returns to be taken back by it for which the prices have been charged at the time of delivery. In any event, the returns shall be transported at the Supplier's cost and risk. We shall not recognise any charging of handling fees in the case of returns. The failure to collect returns on time or completely shall, without prejudice to our more extensive claims, in particular to substitute delivery, be deemed to be waiver

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by the Supplier of such, with the effect that in such event we shall be entitled to dispose of the returns at our discretion.

In the case of over-orders, i.e. shipments ordered in too large a quantity by us within the framework of a work to be provided by us, the Supplier shall collect and accept such at the delivery address at its own expense and risk, following a corresponding correction of the price.

13. PROHIBITION ON ASSIGNMENT

The Supplier shall not be entitled to assign or transfer its rights resulting from the order – either in whole or in part – to a third party without our written consent. An assignment or transfer in conflict with this provision shall be legally invalid.

14. RESERVATION OF TITLE

We shall not acknowledge any reservation of title by the Supplier.

15. CONFIDENTIALITY

The Supplier undertakes to treat our order with strict confidence; in the event of an infringement we shall be entitled to cancel the order, without prejudice to our claims for damages.

16. TECHNICAL DOCUMENTATION

Our aids to implementation made available to the Supplier such as samples, models, drawings and other aids, shall remain our express property over which we can dispose freely at any time. These aids may only be used to execute our orders and shall neither be made available nor delivered to third parties, and shall be returned without demand after completion of the contract. Hazardous materials shall be specially labelled by the Supplier. Technical notices (such as operating instructions, assembly instructions, etc.) shall be supplied together with the confirmation of order at the latest. All user rights to the technical documentation made available by the Supplier shall transfer to us upon delivery.

17. STANDARDS

Where standards are specified, the delivery must comply with the latest valid version.

18. QUALITY ASSURANCE/AUDIT

Christof Industries Austria GmbH and its clients together with Christof Industries Austria GmbH are entitled without prior notice to carry out a system-process or product audit relating to the ordered subject at the Supplier's or his Subsupplier.

19. GENERAL

The contractual relationship shall be subject to Austrian law exclusively. The application of The UN convention on contracts for the international sale of goods shall be deemed to be excluded.

Amendments, collateral agreements and additions to the agreement with the Supplier shall be invalid unless in writing; this shall also apply to a waiver of the requirement of the written form.

In the event of conflicting statements in the text of the order and the text of a Schedule, the text of the order shall apply.

If the Supplier becomes insolvent, Christof Industries Austria GmbH will pay the invoices only if the goods have been delivered (step by step).

Communication by fax shall be deemed to satisfy the requirement of the written form within the meaning of these Standard Terms of Purchasing. Place of performance shall be our registered office; the court competent for such cases in Graz/Styria, is agreed as exclusive legal venue.