

GENERAL PURCHASING CONDITIONS of KLAMPFER Holding GmbH
(Hereinafter referred to as "GPC")

- 1 Validity
 - 1.1 These GPC apply to transactions of KLAMPFER Holding GmbH and their subsidiaries and related companies, hereinafter called "KLAMPFER".
 - 1.2 These purchasing conditions are an essential and integral part of each of our orders and each procurement contract – even if this is not expressly agreed. Deviating conditions shall apply only if the respective deviations were explicitly acknowledged or agreed in writing. Silence, payment, or acquisition of supplies and services on our part may in no way be interpreted as recognition of deviating conditions.
 - 1.3 The contractual partner of KLAMPFER (hereinafter called "Supplier") agrees that in the event of their General Purchasing Conditions finding application, the GPC of KLAMPFER has priority in case of doubt.
 - 1.4 The objective conditions of purchase are valid for assignments of work contracts (including service delivery) or service contracts primarily as an extension to the current legal situation for corporate transactions and of the Austrian Standard norm ÖNORM B2110:2013; for assignments of deliveries primarily as extension of the current legal situation for corporate transactions.
- 2 Tenders to KLAMPFER
 - 2.1 Tenders or cost estimates addressed to KLAMPFER are in any event – in the absence of otherwise explicitly contrary agreement confirmed in writing by KLAMPFER – binding and free for KLAMPFER. Supplier is bound to the tender for at least 6 months from the date of receipt by KLAMPFER.
 - 2.2 Should KLAMPFER include a schedule or indicated deadlines or dates of delivery/completion in their request for tenders, by submitting a tender Supplier confirms that appropriate capacity is at disposal to meet the delivery deadlines or to perform the services in a timely manner.
 - 2.3 Any reservations and deviations of the tender content from our inquiries are to be specified concretely by Supplier in the tender and unmistakably highlighted from the rest of the tender content.
 - 2.4 Upon submission of a tender to KLAMPFER, Supplier confirms to have checked relevant requirements and, where appropriate, local conditions and all circumstances necessary for pricing. Should doubts or reservations regarding the requirements exist, for whatsoever reasons, this will be noted accordingly in the offer by Supplier. The assertion of calculation errors against KLAMPFER is therefore excluded.
 - 2.5 If deliveries and services with respect to KLAMPFER are not rendered free of any expenses of third parties, then KLAMPFER must be informed about it in the requests for tenders.
- 3 Orders
 - 3.1 Orders of KLAMPFER are only binding if made in writing by mail, facsimile or email. Oral – also made out by telephone – orders are only valid if they are followed by written confirmation or confirmation within 5 working days by facsimile or email by KLAMPFER.
 - 3.2 Contracts and orders by KLAMPFER are to be confirmed within 10 working days from the postal stamp or 5 working days after the submission by fax or email by Supplier in writing (order confirmation). If this confirmation does not occur and the order within the aforementioned period is not demonstrably rejected in writing, it shall be deemed accepted in full. All questions in connection with orders shall be addressed to the purchasing department of KLAMPFER. All correspondence and information exchange must be made by quoting the order number or commission.
- 3.3 Samples, drawings, tender documents, or other aids supplied by KLAMPFER remain exclusively owned by KLAMPFER and they may be used only for the execution of orders from KLAMPFER. They must be kept secured against unauthorized access by third parties and may not be made accessible to third parties. Unless otherwise agreed, they must be returned to KLAMPFER after execution of the contract, without being asked to, free and within a reasonable time.
- 3.4 Any changes of a concluded contract in each case require a written form.
- 3.5 Passing on of orders or orders from KLAMPFER to third party requires prior total or partial confirmation by KLAMPFER in written form. For a planned partial or total disclosure of contracts or services, Supplier has to submit all the data and documents required by KLAMPFER in a timely manner to allow KLAMPFER or their clients to carry out a thorough check with regard to the reliability of the third party. Notwithstanding any agreement to the partial or total disclosure of contracts to third parties, Supplier of KLAMPFER is liable for the deliveries and services of third parties as well as for his/her own performance.
- 4 Prices
 - 4.1 The prices are, unless expressly agreed otherwise, net, fixed, and fix prices, which may not experience an increase for any reason whatsoever. Prices are incl. packaging and free delivery and unloaded at the destination. Additional costs for an accelerated mode of transport for the purpose of deadlines shall be borne by Supplier. Subsequent price and volume changes, premature or partial deliveries are only legally binding if they have previously been approved by KLAMPFER in writing. Any deliveries and services are to be provided in any case exempted from any taxation or debt.
 - 4.2 An exclusion of the right of KLAMPFER to contestability of the contract due to decrease by more than half by Supplier shall be excluded.
- 5 Delivery date:
 - 5.1 Delivery dates and deadlines must be strictly observed. A deviation / change in a mutually agreed delivery date shall be notified at the latest in the order confirmation and be particularly highlighted. The culpable non-compliance with agreed delivery dates and delivery deadlines entitle KLAMPFER, after a reminder and a grace period to withdraw from the concluded contract wholly or partly and to claim damages instead of performance or instead of compensation for wasted expenditure.
 - 5.2 All costs and damages incurred by KLAMPFER due to late deliveries shall be borne by Supplier, unless Supplier is not at fault. Here it is noted that in the contractual relationship between KLAMPFER and his/her client, partly, substantial penalties have been agreed.
 - 5.3 Notwithstanding the foregoing rights, deviations incurred are to be reported to KLAMPFER immediately upon knowledge thereof, but before the end of the delivery period, stating the reasons and the expected duration of the delay. Partial, advance or multiple deliveries are permitted only if appropriate written agreements exist. In case of insolvency of Supplier, KLAMPFER reserves the right to withdraw from the contract without replacement.
 - 5.4 Goods takeover are only possible during our respective normal business and/or assembly times.
 - 5.5 In the event of default, a penalty independent of the fault of Supplier is agreed, which is not regarded as damage compensation. It amounts to 0.5% of the total contract sum for each commenced calendar day. The penalty is

capped at 10% of the contract sum. A contractual penalty exceeding the direct and indirect damage shall be replaced by Supplier. The judicial restraint with respect to the amount of the penalty is expressly excluded.

6 Consignment:

6.1 The delivery/service takes place, unless otherwise agreed, DDP according to Incoterms 2010 to the destination designated by KLAMPFER. When shipping, any shipping instructions of the manufacturer of the goods or shipping requirements of KLAMPFER must be observed strictly and any shipping must be accompanied by a delivery note including the KLAMPFER's internal order number or commission. If an appropriate delivery note of the delivery is not included, the delivery is not considered or further treated as debt discharging, but stored at the risk and expense of the Supplier. Any emergent damage is thereby completely borne by Supplier.

6.3 If a contact person for the delivery or performance at the place of fulfillment is specified when ordering by KLAMPFER, the goods and services are exclusively handed over to the contact person. Delivery notes for KLAMPFER are only valid with signature and the full name of the transferee or contact person. If no contact person is specified on the purchase order, the goods may exclusively be handed over to KLAMPFER staff. Delivery notes are at least issued such that checking the delivery in comparison to the order will be made possible. That is, the positions on the delivery note must correspond to those in the order.

6.4 Within the scope of service and works contracts, Supplier shall transport, temporarily store and transport away the necessary resources for the provision of services at his own expense and risk to the place of performance.

7 Transport insurance / business liability insurance:

7.1 The cost of transport insurance is respectively included in the agreed prices. All incidental charges associated with the order processing, which are not explicitly regulated by contract, are at the expense of Supplier.

7.2 Supplier is obliged to take out adequate insurance against any damage and risks and to promptly present this insurance coverage to KLAMPFER upon request, and to name the insurance company, including policy and to disclose the headquarters of the insurance.

7.3 In the case of provision of services as part of a works or service contract, Supplier must provide evidence of business liability insurance upon request. Corresponding business liability insurance must be proven by presentation of the original policy or original cover note of an insurer resident in Austria. Should Supplier have his/her registered office outside Austria and have no local branch registered in the commercial register in Austria, an appropriate business liability insurance has to be provided with an insurer that has its headquarters in the area of the European Union. The business liability insurance must be maintained over the duration of services provision, and it must cover individual losses amounting to EUR 1,000,000.

8 External traffic:

8.1 In the absence of other rules, goods purchased from KLAMPFER must be delivered duty paid. Should any procedural requirements be met by KLAMPFER to ensure that the respective goods are released by customs or other authorities, then we have to be informed by Supplier before conclusion thereof, and the relevant documents have to be handed over to KLAMPFER in due time.

9 Payment / accounting:

9.1 If nothing overriding is expressly agreed in writing, the following payment terms apply at our discretion:
30 days, with a 3% discount or net within 90 days

(by 05th and 19th of each month) in each case calculated from receipt of the auditable invoice and eventually agreed guarantee or liability letters. We pay at our discretion by bank transfer or check. Payment shall be deemed made within the prescribed period, if we have demonstrably sent transfer order or check on the date of payment.

9.2 A possible payment does not constitute recognition of the regularity of delivery and thus a waiver of claims that we are entitled to due to fulfillment defects or warranty or damages. However, KLAMPFER reserves the right that payment will only be made if a possibly required or customary documentation of the work or of the delivered goods accompanies the receipt of invoice from Supplier. In the corresponding event, KLAMPFER will return the invoice until the appropriate documentation is present.

9.3 In order to enable a rapid and proportionate invoice audit and accounting at KLAMPFER, invoices shall be designed such that the individual invoice items are listed as the positions in the order were specified. The indication of a total sum and simultaneous reference to a delivery note cannot be accepted in the absence of individual position prices and / or item quantities in the invoice.

9.4 Partial invoices can be submitted by Supplier only if this had been agreed in writing in the order. Invoices in any case are to be submitted cumulatively. This means that for each order an invoice is submitted with which all services are charged. Invoices are to be made out such that each invoice only includes services that are assignable to an order or commission of KLAMPFER. In the event that invoices are made out as partial, this must be noted expressly and unmistakably on the relevant invoices.

9.5 KLAMPFER is entitled to withhold 10% of the invoice total sum in part (final) accounts as warranty reserve. At final invoices, 5% is withheld as liability retention. The liability retention in defect-free performance may be paid on presentation of an original of an abstract bank guarantee of an Austrian banking institution with good credit worthiness.

9.6 Any bank guarantees to cover the liability retention must have a term of validity or a term that corresponds to the period of warranty plus three months, and in any case, also in cases of bankruptcy, include settlement or avoidance of an insolvency application due to lack of mass.

9.7 If the service has been provided in advance, the running of the payment period begins on the day on which the performance would have been rendered.

9.8 However, if KLAMPFER agrees with the early performance of the service, the period begins upon receipt of the auditable invoice. If KLAMPFER incurs additional costs in case of early performance by Supplier, KLAMPFER is entitled to offset these costs in any case - provided KLAMPFER has no otherwise written arrangements between KLAMPFER and Supplier.

9.8 In case of redistributions of construction works within the meaning of § 19 Sec. 1a Turnover Tax Law 1994, reference is explicitly made to the applicability of §§ 67a - 67d and § 112a ASVG.

9.9 If the commissioned company, at the time of performance of the compensation for work by KLAMPFER, is not included in the overall list of Liability Indemnified Companies (HFU full list), KLAMPFER is entitled to transfer 25% of the payable compensation for work (amount of liability) directly and with discharging effect to the service centre established by WGKK. Supplier of relevant services shall indicate his/her employer number on the invoices.

9.10 The accounting must be carried out after proper delivery of the goods or provision of services in a single copy. Invoices that neither comply with our prescriptions nor with other agreements, nor Turnover Tax Act and those that do not include either KLAMPFER order number or commission will not be processed by KLAMPFER or will be returned to Supplier for correction. In this case, the

- invoices are deemed not made out until they are received in proper form.
- 9.11 In the case of partial or total cancellation of orders or purchase orders, - unless otherwise expressly agreed initially - no cancellation or manipulation fees or other costs may be sought from KLAMPFER.
- 9.12 For invoices that reach KLAMPFER between December 18th and January 10th (receipt stamp relevant), the audit and time limit for payment for this period is suspended. The date of receipt of the invoice shall automatically be the 11th January.
- 10 Warranty and damage compensation:
- 10.1 Supplier is liable for damages without limitation within the meaning of the Product Liability Law. Restrictions of any kind will not be accepted. Supplier warrants that all deliveries and services correspond to the latest state of the art, the relevant legal regulations, standards of public authorities or trade associations and professional associations or generally accepted standards institutes. Furthermore, Supplier guarantees that the deliveries and services are free of errors, and meet the requirements of KLAMPFER.
- 10.2 Supplier shall be liable to KLAMPFER with respect to damages caused by him or his/her proxies, in accordance with legal provisions.
- 10.3 In addition, Supplier shall be liable for delivery or installation of machinery, machine tools, equipment, vehicles, hoists, tools, etc. for an execution in accordance with the accident prevention regulations and Austrian laws and standards.
- 10.4 Warranty / liability for defects
- 10.4.1 Supplier assumes full responsibility for the period of 4 years from goods takeover by KLAMPFER for all the goods and components supplied or installed by him, irrespective of whether they were produced by him or not. The place of performance for the removal of defects can be freely selected by KLAMPFER within the warranty- and guarantee period.
- 10.4.2 After corrective action the warranty- and guarantee period for the product concerned / performance starts anew.
- 10.4.3 For recoverable and such defects of the delivery or service that do not prevent ordinary use, KLAMPFER reserves the right - without prejudice to other legal rights - to demand either a price reduction or alternative remedy of the defect. The same applies to irrecoverable condition of an insignificant defect within the meaning of § 932 Sec. 2 ABGB. All costs related to the execution of the conversion rights are borne by Supplier. He is especially obliged to compensate any direct or indirect damage.
- 10.4.4 The notification of obvious defects is deemed as timely if it is declared to Supplier within six months. The period begins with the acceptance of the goods. The acceptance occurs by putting the goods in use or formal acceptance of service.
- 10.4.5 For non-detectable or hidden defects, the six-month notice period begins on the date of knowledge of the respective defect. The conflicting provisions of §§ 377, 378 UGB are expressly waived. Supplier expressly waives the objection of late complaint.
- 10.4.6 Upon contract conclusion, Supplier irrevocably offers to cede warranty and compensation claims against his/her subcontractors or contractors. The acceptance of the cession can take place at any time, even verbally.
- 10.5 Damage compensation
- 10.5.1 Notwithstanding the statutory provisions, Supplier assumes the obligation of full satisfaction for every degree of blame. He/She shall be liable for product defects or in any negligence on his/her claim, also for financial losses of third parties. The liability exemptions and limitations of liability granted to Supplier by the Product Liability Act are expressly waived.
- 10.5.2 Supplier agrees to fully indemnify and harmless holding of Client, and in particular in respect of public service - provisions. Supplier undertakes in legal proceedings sought by KLAMPFER, upon request by KLAMPFER, to provide fully all the necessary documents and information and at the invitation of KLAMPFER to join a process as co-plaintiff.
- 11 Admission / texture:
- 11.1 As contractual fulfillment in addition to the properties stipulated in the order, only those deliveries and services of Supplier that satisfy relevant rules of technology, the applicable legal and regulatory provisions and requirements (ÖNORM, building regulations, approval, etc.) and the building materials conformity ordinance of the respective provinces and that are suitable for the intended use shall be deemed acceptable. The cost of any approval tests, assessments or other governmental measures shall always be borne by Supplier. By accepting, approving, or releasing drawings or other documents and records, Supplier will not be released from his/her liability obligation.
- 11.2 On request, Supplier will provide KLAMPFER with a texture or conformity exhibit and certificate of origin for the goods delivered or services rendered. This also includes the timely provision contained in the price of EAC (GOST) certificates.
- 11.3 In any case, Supplier shall provide a declaration of performance in accordance with Article 4 of the Construction Products Regulation (EU 305/2011).
- 11.4 Supplier agrees, in the event of any measures undertaken by KLAMPFER to ensure quality and safety at work, to support KLAMPFER in accordance with his/her technical possibilities. Supplier agrees at any time to be willing to allow and support quality audits in his/her premises.
- 11.5 Operating, service, and maintenance instructions shall be supplied to a reasonable extent without a separate stipulation and at no extra cost. Supplier is responsible even in the absence of defects and for completeness of these documents.
- 12 Retention of title
- 12.1 Retention of title by Supplier is excluded.
- 12.2 Materials provided by KLAMPFER to Supplier shall not become the property of Supplier.
- 13 Place of performance and jurisdiction:
- 13.1 Place of performance for both parts is the destination specified by KLAMPFER. The competent court shall be the exclusive place of jurisdiction as agreed with KLAMPFER.
- 13.2 Only Austrian law applies exclusively, under the exclusion of the UN sales law, the private international law (IPR) or any other applicable international regulations.
- 14 Provided materials and services provided / inspection and warning obligation
- 14.1 Supplier is obliged to check goods or services provided by KLAMPFER for completeness prior to handover. The quality of provision or provided service should be checked thoroughly and appropriately immediately after handover. Should they not comply with the requirements stipulated by contract, this must be notified within 2 business days after the takeover by Supplier and an explanation provided.
- 14.2 For the provision of services on construction sites, Supplier will be involved in ancillary costs (e.g. electricity, water, sanitation, etc.) a flat rate of 3% of the contract value - should no other arrangement have been made.
- 14.3 The supplier must also warn KLAMPFER within 2 business days after becoming aware of all other circumstances on which Supplier as part of his/her general obligation perceives "warning obligation".

- 15 Intellectual rights and patents
- 15.1 Supplier assures to be in possession of all the necessary permissions to disregard infringement of any intellectual property and patent rights. Supplier shall in this regard completely indemnify KLAMPFER. The costs incurred by KLAMPFER in defense against unjustified claims by third parties are to be replaced fully by Supplier.
- 15.2 Secrecy
- 15.3 Supplier, his/her employees and subcontractors and suppliers undertake to maintain secrecy about all operational or product-specific information known to him/her in connection with the order, in particular made available to him/her such as documents, construction drawings, as well as company-related data. This obligation also applies for a period of 20 years after delivery or acceptance of the performances.
- 15.4 In breach of the obligations of secrecy by Supplier, his/her employees or subcontractors or suppliers, KLAMPFER is authorized to demand or deduct a penalty of EUR 10,000 (but max. 33% of the total order value of the affected order(s)). Any further damage may be asserted against the Supplier.
- 15.5 If the disclosure of information and documents to third parties (e.g. subcontractors and suppliers) are necessary, Supplier shall fully bind them to the secrecy obligation.
- 16 Compensation and non-assignment clause
- 16.1 Supplier is not entitled to set off his/her claims against claims of KLAMPFER. KLAMPFER is entitled to offset claims relating to the impairment of performance by Supplier, against other claims of Supplier.
- 16.2 The assignment of claims of Supplier against KLAMPFER is legally invalid, unless the assignment has been expressly agreed otherwise in writing before the respective date.
- 17 Right to refuse performance
- 17.1 In the case of justified complaints by law as well as defects of the delivery or performances, we are entitled to retain the entire still outstanding remuneration.
- 17.2 Disputes about the performance or remuneration shall not entitle Supplier to withhold supplies, discontinue, or delay of deliveries or services.
- 18 Other provisions
- 18.1 Supplier agrees expressly upon delivery to comply with all standards, such as police, criminal, labor, worker protection laws, foreign employment law, environmental protection law, industrial law, and building law. He completely indemnifies KLAMPFER against claims by third parties in this respect.
- 18.2 The change in the financial position of Supplier, or the change in the ownership structure, should this impact on the financial situation by itself or threaten, or after a change of the corporate status of Supplier, entitle KLAMPFER to prematurely withdraw from the contract should there not be sufficient securities on the part of Supplier.
- 18.3 The provisions of Item 9.6 shall also apply to any other bank guarantees that Supplier agrees with KLAMPFER to provide. All guarantee texts must be agreed with KLAMPFER prior to issuance.
- 18.4 Should individual provisions of these GPC prove ineffective, all other provisions shall unaffected. Then the rule that come closest to the desired economic purpose shall apply as agreed.
- 19 Special conditions for blanket purchase orders:
- 19.1 The amounts referred to in the blanket order are estimated target amounts that are based on those budgeted figures adopted at the time of placing the blanket order. There is no purchase obligation of KLAMPFER to remove the target amount due to the blanket order. Such acceptance is compulsory, unless

- otherwise agreed in writing, in particular not at the end of the term of a framework order. In the following retrieval period of 6 months, KLAMPFER has the right to retrieve even under the same conditions and prices, the fixed framework amount per Se, should KLAMPFER not fully retrieve the framework amounts in the fixed time. Supplier undertakes to provide the services or goods to other affiliated companies of KLAMPFER, should the requesting company not be listed directly as principal in the framework contract.
- 19.2 The fulfillment of the order sizes presupposes uninterrupted workflow. Events of force majeure, operational disruptions, restrictions on the energy sector, strikes, traffic and weather problems, decrees of authorities, plan or design changes and other, unavoidable events with the diligence of a prudent businessman release KLAMPFER without liability for compensation of the loss and do not constitute a default of acceptance.
- 19.3 The partial retrievals can occur by telephone or in writing, where Supplier undertakes to handle immediately the delivery of goods after receipt of the call. Checking the lawfulness of the call is up to Supplier.
- 19.4 If goods inspections show that deviations from the ordered specification exist, then KLAMPFER reserves the right to withdraw, even with variations only in terms of a partial delivery or a delay with no respite, from the overall contract (residual amount).

Completely understood in content and accepted:

Date

Company stamp and signature