

General Terms of Delivery and Sale

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of Rosendahl Nextrom GmbH, registered at the Commercial Register Number FN 74318d,
Graz Regional Court
domiciled in Schachen 57, 8212 Pischelsdorf am Kulm / Austria, Europe

These General Terms of Delivery have been drafted primarily for legal transactions between companies. If, in exceptional cases, they are used as a basis for legal transactions with consumers, as defined in § 1, item 2 of the Austrian Consumer Protection Act, as amended, they shall only apply to the extent that they do not conflict with the provisions of the first main section of the aforementioned law.

1 PREAMBLE

- 1.1 Unless the contracting parties have expressly agreed otherwise in writing, these General Terms of Delivery shall apply.
- 1.2 The provisions laid down below regarding the delivery of goods shall also apply, mutatis mutandis, to performances.

2 CONCLUSION OF CONTRACT

- 2.1 A contract shall be deemed to have been made if Seller has sent a written order confirmation upon receipt of an order. Such contract shall be subject to the terms and conditions referenced therein.
- 2.2 Any modifications of and amendments to a contract shall be made consensual and in writing in order to be valid. This also applies to any waiver of this written form requirement. Legal transactions shall only be valid if they are confirmed by the parties' corporate signature or by the signature of one of their representatives holding the appropriate written authorisation. Seller shall be bound by Buyer's conditions of purchase only if Seller has accepted them by separate written agreement.
- 2.3 In the event that an export license is required for the performance of the contract, the contract only enters into force after the necessary approvals of the respective authorities are available.

3 DRAWINGS AND DOCUMENTS

- 3.1 The data on weights, measures, content, prices, performances or alike, as contained in catalogues, brochures, circular letters, advertisements, pictures, price lists, the website of www.rosendahlnextrom.com, etc., shall only be definitive if the offer and/or order confirmation refers to them specifically.
- 3.2 Drawings, design drafts, cost estimates and other technical documents, which may also be part of the offer, as well as samples, catalogues, brochures, pictures and alike, shall always remain the intellectual property of Seller. Any use, copying, reproduction, dissemination and transfer to third parties, and any publication or presentation thereof, may only be effected with Seller's express approval. In particular, Buyer shall be obliged to safeguard Seller's patent rights and to protect them from any infringement by third parties.

4 PACKAGING AND TRANSPORT

- 4.1 Unless the parties agree otherwise:
 - a) the listed prices do not include packaging;
 - b) the goods shall be packaged according to normal trade practices in order to avoid, under normal transport conditions, any damage to the goods during transit to their agreed destination. Packaging shall be at Buyer's expense.

5 TRANSFER OF RISK

- 5.1 Unless otherwise agreed, the goods shall be deemed to have been sold "ex works" (EXW) (ready for collection) at Seller's premises.

6 PERIOD OF DELIVERY

- 6.1 Unless the parties agree otherwise, the period of delivery shall commence on the date on which Buyer has complied with all technical, commercial and financial conditions for which Buyer is responsible under the contract;
- 6.2 Seller shall be entitled to make partial or advance deliveries.
- 6.3 If a delivery is delayed due to a circumstance on Seller's part that constitutes a reason for relief according to Article 14 hereof, a reasonable extension of the period of delivery shall be granted.

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- 6.4 If Buyer does not accept the goods supplied under a contract at the contractually agreed place or at the contractually agreed time, and if the delay is not due to any action or omission on Seller's part, then Seller may either demand the performance of the contract or withdraw from the contract, granting a period of respite. If the goods have been split, Seller may store the goods at Buyer's cost and risk. Seller shall also be entitled to claim a refund of any justified expenses which were incurred by Seller in connection with performing the contract and which are not covered by the payments received.
- 6.5 Any claims of Buyer against Seller for Seller's delay other than those listed in Article 6 shall be excluded.
- 6.6 The indication of a date or period of performance shall not be construed as a fixed-date transaction implying that performance is not explicitly required at a certain time or within a certain period of time, so that otherwise the contract is rescinded.

7 ACCEPTANCE TEST

- 7.1 If Buyer wishes to have an acceptance test performed, such test shall be agreed upon expressly in writing with Seller when entering into a contract. Unless otherwise agreed, the acceptance test shall be carried out at the place of manufacture or at a place to be indicated by Seller, respectively, during the normal working hours of Seller. In this connection, the general practice of the industry in question shall govern the acceptance test.
- 7.2 Seller shall inform Buyer in due time of the acceptance test so that Buyer may be present during the test, or may be represented by an authorised representative, respectively.
- 7.3 If the delivery item proves to be contrary to the contract during the acceptance test, Seller shall remedy any defect within a reasonable period of time which is in line with Seller's usual business practices and shall produce the contractual condition of the delivery item. Buyer is entitled to request that the test be repeated only in cases of major defects.
- 7.4 An acceptance record shall be drawn up following the acceptance test. If the acceptance test has demonstrated that the delivery item has been manufactured according to the applicable contract and is in proper operating condition, both contracting parties shall confirm this at any rate. If Buyer or Buyer's authorised representative is not present during the acceptance test despite having been informed thereof in due time by Seller, only Seller shall sign the acceptance record. In any event, Seller shall send Buyer a copy of the acceptance record, the correctness of which Buyer may not contest, not even in those cases where Buyer or Buyer's authorised representative was unable to sign it for lack of attending the test.
- 7.5 Unless otherwise agreed, Seller shall bear the costs for performing the acceptance test. Buyer shall, however, bear any costs incurred by Buyer or Buyer's representatives in connection with the acceptance test, such as, for example, travel expenses, per diems or similar expenses.

8 PRICES

- 8.1 Unless otherwise agreed, all prices shall be in EURO, ex works (EXW) of Seller's premises, acc. to Incoterms 2020.
- 8.2 The prices shall be based on the costs at the time of the quotation, unless otherwise agreed.
- 8.3 In the event that during the period between conclusion of a contract and performance/delivery:
- a) legal requirements, ordinances, or collective agreements lead to increases in labour costs, or
 - b) changes of prices in the world market for materials (including but not limited to raw materials, components) influence Seller's prices beyond a level of 10 %, Seller shall have the right to change the price accordingly.
- 8.4 If an order deviates from the offer, the Seller is no longer bound by the original prices and has the right to change the prices accordingly.
- 8.5 All prices are net prices without deduction for or on account of any present or future taxes, duties, deductions, withholdings or other charges of whatsoever nature. In the event that Buyer is required by the law of the country where Buyer is registered to pay one or more of the aforesaid taxes, the Buyer shall in any case transfer the net purchase price agreed upon herein to the bank account of the Seller and shall bear all costs in excess thereof himself and thus shall not make any deductions of such taxes, duties, withholdings or other charges from the net purchase price.

9 PAYMENT

- 9.1 Payments shall be made in accordance with the conditions of payment agreed upon. If no specific conditions of payment have been agreed, one third of the price shall be due upon receipt of the order confirmation, one third after half of the delivery period has lapsed, and one third before delivery, in immediately available funds, free and clear of any encumbrances. Irrespective of the foregoing, the value-added tax included in the invoice shall in all events be paid within 30 days after the invoice date at the latest.

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- 9.2 Any set-off of Buyer's claims against Seller's claims arising out of the purchase price or other claims of Seller shall be excluded (prohibition of set-off).
- 9.3 If Buyer defaults on one of the agreed payments or any other aspect of performance, or if Buyer's economic position deteriorates to an extent that is likely to threaten the performance of Buyer's contractual obligations, Seller may either insist on the performance of the contract and;
- postpone the performance of Seller's own obligations until Buyer has paid the arrears in payment or provided any other performance,
 - implement a reasonable extension of the period of delivery, or
 - call for the payment of the full remaining purchase price,
 - or announce withdrawal from the contract, granting a reasonable period of respite.
- 9.4 In the event of default, Seller is entitled to charge default interest in the amount of 9 % p.a. In any event, Buyer shall refund to Seller any and all costs incurred by Seller resulting from Buyer's default, especially any reminder charges and collection costs.
- 9.5 Buyer shall return to Seller, upon Seller's request, any delivered goods and shall compensate Seller for any reduction in the value of the goods that has occurred, as well as refund to Seller all justified expenses Seller incurred in connection with the performance of the contract. Regarding undelivered goods, Seller is entitled to make available to Buyer the completed parts, or the parts with incipient processing, respectively, and demand a prorated portion of the sales price.

10 RESERVATION OF OWNERSHIP

- 10.1 Seller shall reserve the ownership to the object of purchase until such time as all of Buyer's financial obligations (such as purchase price payments, default interest, reminder charges, or collection costs) have been met.
- 10.2 Seller shall be entitled to document Seller's ownership on the outside of the object of purchase. Buyer shall comply with the required formal and legal regulations (including national and local law) to safeguard the reservation of ownership. In case of seizure or any other recourse, Buyer shall be obliged to claim Seller's ownership and to inform the latter without delay. Furthermore, Seller's title to the object of purchase shall be documented in Buyer's books or at third parties (e.g. cadastral register, other registers required by law) if, e.g. the regional and/or national regulations require it to maintain an adequate degree of publicity and/or safeguard enforcement of retention of title. The Buyer is entitled to sell the goods where reservation of ownership towards the Seller is applicable. In case of sale, the Buyer shall put in the best effort possible to safeguard the interest of the Seller in retention of title.

11 WARRANTY

- 11.1 Seller warrants the fitness for use of the purchased items according to the contract. The contracting parties agree on a period of warranty of 12 months starting from the date of acceptance protocol but maximum for a period of 18 months from the date of delivery according to Incoterms 2020. If the delivery time is delayed by the Buyer, the warranty period is starting from the contractual agreed date of delivery EXW Seller's premises, acc. to Incoterms 2020. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension
- 11.2 Buyer shall inspect the object of purchase upon delivery and shall notify Seller of any defects in the delivered item immediately, latest within a reasonable period of 7 days. If Buyer fails to comply with this duty of notification, any and all claims arising from the defect and any and all consequential damages arising therefrom shall be forfeited. The presumption rule if valid in the applicable law shall be excluded. Hence, Buyer shall be obliged to prove that any defects in the purchased item were already existing at the time of delivery. In the event of defects in Seller's delivered items, Seller shall remedy or rectify these within a reasonable period of respite, which is in line with Seller's usual business practices, or shall arrange for their replacement or exchange Hidden defects, i.e. defects that are not immediately apparent despite thorough controls, shall likewise be notified immediately to Seller; otherwise, claims for warranty and compensation shall not be accepted.
- 11.3 In case of existence of a defect, any claim is restricted to repair or replacement. Only in case where a repair or replacement is not possible, Buyer and Seller shall mutually agree on a price reduction. The price reduction must not exceed 15% of the purchase price of the machinery. This price reduction includes all potential further claims.
- 11.4 In the event that the defective goods or parts shall be returned to the Seller for the purpose of reworking or replacement, the shipment to the Seller as well as the reshipment of the reworked or replaced goods or parts to the Buyer shall be made on the same terms as the original delivery was made, according to agreed Incoterms 2020. The defective goods or parts replaced according to the provisions of this Article shall be at Seller's disposal.

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- 11.5 Seller shall only refund those costs for remedying a defect undertaken by Buyer himself if Seller has agreed to this procedure in writing.
- 11.6 Seller's warranty obligation shall only apply to defects that appear when observing the applicable operating conditions and putting the item to normal use. Seller's warranty obligation shall, in particular, not apply to defects that are due to inadequate installation on the part of Buyer or Buyer's representatives, inadequate maintenance, inadequate repairs or modifications undertaken by other persons than Seller or Seller's representatives without the written agreement of Seller, or normal wear and tear.
- 11.7 Seller shall be liable for those parts of the goods that Seller obtained from subcontractors prescribed by Buyer only to the extent of Seller's own warranty claims vis-à-vis the subcontractor. If Seller produces items on the basis of Buyer's design data, drawings, or models, Seller's liability shall not extend to the accuracy of the design but as to whether the workmanship complies with Buyer's instructions. In such cases, Buyer shall indemnify and keep Seller harmless from any court action arising from any infringement of proprietary rights. When accepting repair jobs or reworking or modifying old as well as third-party goods, or when delivering second-hand goods, Seller shall not accept any warranty.
- 11.8 As of the commencement of the warranty period, Seller shall not accept any liability that extends beyond the scope defined in this Article.

12 INSURANCE

- 12.1 Buyer shall have insurances in due form in place which cover every risk originating from the purchase, use or reselling etc. of Seller's products or services with a first-class insurance company.
- 12.2 If applicable, Buyer shall conclude a valid transport insurance amounting to 110% of the contract value including war and strike risk up to the final place of destination as applicable according to the agreed Incoterm 2020. Insurance Coverage shall be ICC-A clause (Institut Cargo Clauses, All Risk).
- 12.3 Both parties shall keep and maintain insurance cover in due form that is adequate and sufficient in value and reflect their normal course of business. Insurance shall cover common risks and damages (public and product liability insurance, all risk, CAR Construction All Risk etc.) for values as common and standard in its industry.

13 LIMITATION OF LIABILITY

- 13.1 Seller shall only be liable to Buyer for any damages to goods or financial losses that arise as a result of Seller's intent or gross negligence. Seller's liability for slight negligence shall be excluded. The burden of proof for the existence of negligence shall be upon Buyer.
- 13.2 Neither party shall be liable towards the other party for damages arising from but not limited to production downtime, lost profits, loss of use, loss of contracts or indirect loss, any other economic or indirect consequential damage as well as exemplary or punitive damages. Any liability shall be limited to the amount available under the insurance contract concluded by the Seller.
- 13.3 Buyer shall assert any and all claims for damages against Seller in court within 6 months from the discovery of the damage, failing which the claim shall be forfeited.

14 FORCE MAJEURE

- 14.1 Force Majeure means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.
- 14.2 In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 14.3 A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party.

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Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

15 TERMINATION OF THE CONTRACTUAL RELATIONSHIP

- 15.1 The contractual relationship terminates upon mutual performance of the parties' contractual obligations. The contractual relationship cannot be terminated before the parties' mutual contractual obligations have been fulfilled in their entirety.
- 15.2 However, termination of a contract on important grounds shall be permissible. Important grounds entitling Seller to the early termination of a contract include, but are not limited to:
- a) Buyer's total or partial default in payment for a duration of more than 14 days (a written reminder shall not be required);
 - b) Opening of insolvency proceedings over Buyer's assets, if permitted by the applicable law;
 - c) Denial of a request to open insolvency proceedings due to lack of assets;
 - d) Buyer's failure to indicate that the goods are subject to Seller's retention of title;
 - e) Breach of the obligation to maintain secrecy (cf. Article 19);
 - f) Buyer's infringement of Seller's intellectual property rights (cf. Article 3);
 - g) Buyer's failure to accept Seller's delivery/performance in the contractually agreed manner.
- 15.3 If Seller terminates a contract for important grounds, Seller shall be entitled to claim, in addition to the purchase price, default interest and collection costs, Seller's actually incurred financial loss and loss of profit.

16 CYBERCRIME

- 16.1 Seller and Buyer will observe all economically and technically reasonable efforts to protect their systems and communication structures against actions of cybercrime. Seller will never use simple e-mails without any special security measures for information about changes of payment instructions/bank accounts.
- 16.2 In case Buyer gets any kind of order to change payments or use a different bank account, Buyer is requested to contact a known person at Seller immediately personally by phone for a reconfirmation.
- 16.3 Seller is not liable for any damages caused by any criminal act. The obligation for agreed payments of the Buyer remain open until such payments reach Sellers correctly agreed bank accounts.

Bank:

Steiermärkische Bank und Sparkassen AG, Graz, Austria
BIC: STSPAT2GXXX
EUR IBAN: AT88 2081 5000 0000 2626
USD IBAN: AT93 2081 5018 7405 3885

Unicredit Bank Austria AG, Vienna, Austria
BIC: BKAUATWW
EUR IBAN: AT78 1100 0028 2600 4000

17 EXPORT COMPLIANCE

- 17.1 Seller's obligations to fulfil this agreement is subject to the provision that the fulfilment is not prevented by any impediment arising out of national or international foreign trade legislation or by any embargos or any other sanctions.
- 17.2 Buyer herewith confirms that none of his management, ultimate owners or shareholders are listed on any international or national sanctions list. In case of any change thereof throughout the execution of this agreement/contract, Buyer commits himself to actively inform Seller thereupon.
- 17.3 If requested by the Seller, Buyer shall provide registration documentation reflecting the ownership structure and ultimate owners of the Buyer within due course.
- 17.4 In the event that import and/or export licenses or foreign currency permits, or similar authorizations are required for the performance of a contract, the party responsible for obtaining such documents shall make every reasonable effort to obtain the necessary licenses or permits in due time.
- 17.5 In the event that Seller is at risk of violating any sanctions, trade embargoes or the like when fulfilling his contractual obligations or receives a denial to export by a public authority, Seller shall be entitled to terminate the contract and shall be reimbursed for its costs until the date of termination."
- 17.6 Buyer confirms that he is the end user of the equipment sold hereunder (goods, technology and/or software) and that the equipment will only be used for civil purposes. Buyer certifies that the equipment will not be used in any nuclear explosive activity or not safeguarded nuclear fuel-cycle activity or for the design, development, production or use of chemical and biological weapons or missiles and for facilities engaged in such activities.

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17.7 In the event of resale of the goods, Buyer ensures compliance with all foreign trade regulations, in particular export control regulations, and indemnifies Seller, including its legal representatives, against any claim resulting from a violation of these rules by Buyer. If requested by the Seller, Buyer shall sign an End Use Certificate confirming the above.

18 PATENT, INTELLECTUAL PROPERTY RIGHTS, COMPETITION/ANTITRUST LAW

18.1 As Seller's equipment can be used for a flexible and broad variety of applications, Buyer shall be fully responsible for the appropriate use of the equipment in order not to infringe any patents or third-party Intellectual Property Rights. Buyer further confirms towards Seller that any data, such as but not limited to any specification, design, material, or process provided by the Buyer - for the Seller to produce, configure and specify the equipment - do not infringe any patents or Intellectual Property rights of any third party or contradict with any competition/antitrust law.

18.2 In case however that any of these data provided or applications in use by the Buyer are or might be subject to any patents or third-party intellectual property (IP) rights or subject to competition/antitrust law, it is herewith stated that solely Buyer is fully responsible and liable for any possible patent or IP infringement or breach of law. Buyer shall hold Seller harmless from any claims, costs, fines, penalties, expenses, liabilities, or losses arising thereof.

18.3 Except as stated above, for products sold by the Seller hereunder that might be subject to any patents or third-party intellectual property (IP) rights, Seller is fully responsible and liable towards Buyer for any possible patent or IP infringement or breach of law. Seller shall hold Buyer harmless from any claims, costs, fines, penalties, expenses, liabilities, or losses arising thereof.

19 DATA PROTECTION AND CONFIDENTIALITY

19.1 Seller shall be entitled to store, communicate, process and delete personal data of Buyer in the context of their business relations. The Seller and the Buyer shall process personal data in accordance with any applicable data protection legislation. Both Parties shall implement appropriate technical and organizational measures in order to protect the personal data from any accidental or unlawful deletion, loss, alteration, unauthorized access, transfer and other unlawful processing of the data.

19.2 The parties shall undertake to keep confidential, vis-à-vis third parties, any knowledge obtained in the course of their business relations. The Buyer agrees for a period of two years from the date of commissioning of goods to keep any confidential information only to employees, or independent contractors of the Buyer who have a specific need to know such information, and who have agreed to hold the confidential information in confidence and trust. As used in these terms, the term "confidential information" shall mean all data and information relating to the business of the Seller

- a) of which the Buyer became or may become aware as consequence of this contract
- b) which has a value to the Seller and is not generally known to its competitors or the public and
- c) which is treated by the Seller as **confidential**

19.3 Confidential information includes information disclosed to the Seller by a third party which Seller is obligated to treat as confidential.

20 LEGAL SUCCESSION

20.1 The contracting parties shall assign their contractual obligations in their entirety to their individual and universal successors in title.

21 SEVERABILITY

21.1 If any of the provisions of the General Terms and Conditions or of a contractual relationship should be invalid or void, the validity and enforceability of the remaining provisions shall not be affected thereby. Invalid provisions shall be automatically replaced by provisions that best reflect the economic purpose of the invalid provisions. In this context, the primary focus should be on the purpose and intent of the agreement.

22 PLACE OF JURISDICTION, APPLICABLE LAW, PLACE OF PERFORMANCE

22.1 Any disputes arising out of or in connection with this agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be Vienna, Austria. The language to be used shall be English.

The contract shall be governed by the law of Austria with the exclusion of the Convention on the International Sale of Goods (CISG) and to the exclusion of rules governing conflicts of laws.