

GENERAL CONDITIONS OF PURCHASE

1. GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

All – including future – inquiries, orders, purchases, as well as other legal transactions and services of BRAUN Rückbautechnologien GmbH (hereinafter referred to as "BRAUN") are exclusively subject to BRAUN's conditions of purchase. The contractor explicitly acknowledges that BRAUN already objects to all deviating provisions in an order confirmation or in other business documents of the contractor. Any deviating terms and conditions on the part of the contractor and any agreements deviating from these conditions of purchase shall only become valid upon express written agreement. The unconditional acceptance of order confirmations, deliveries and services, or their payment does not imply agreement with the contractor's terms and conditions.

These conditions of purchase apply as the framework for all further legal transactions with the contractor.

In the event of discrepancies in the contractual documents, the following order shall apply:

1. Special agreements (e.g. supply contract, order, quality assurance agreement, etc.), as long as such have been confirmed in writing by BRAUN
2. These BRAUN conditions of purchase
3. Dispositive provisions of commercial and civil law

Orders and amendments or additions to orders are only legally binding if they have been issued in writing (or per email) by the therefore authorized BRAUN purchasing department or electronically via BRAUN's ERP system. Agreements made with other persons are not valid, unless the BRAUN purchasing department is informed immediately and their written approval is obtained.

The present conditions of purchase are considered valid by the time the contractor starts processing the order. Oral agreements are not valid unless confirmed in writing by the BRAUN purchasing department.

The order date is the date when the order is sent to the contractor. The order is to be confirmed or rejected in writing immediately. If the contractor decides to reject the order, BRAUN must be notified within a period of 5 business days (arriving at BRAUN); otherwise, the contractor will be bound by contract and responsible for the proper processing of the order. Before an order acknowledgment of the contractor is received, BRAUN has the right to cancel the order at any time free of charge without specifying a reason. Deviations from the order content are to be clearly highlighted and require the express written permission of BRAUN's purchasing department before they become effective. BRAUN can request reasonable changes to the order or the design and implementation of products at any time. If an order modification results in an increased delivery period or price, the contractor must inform BRAUN immediately, submitting in writing a reasonable suggestion regarding the delivery period and/or price. The consequences with regard to possible price increases or decreases shall be mutually and reasonably regulated between the parties. Otherwise, the delivery periods and prices originally agreed upon will also apply to the modified order.

2. PRICES

The agreed prices are fixed prices including all fees and taxes (except for VAT). Unless otherwise specified in the order, the price is based on the condition "DDP" as per INCOTERMS® 2020. The price includes, without limitation thereto, the cost of documentation, technical testing, packaging, markings, labels, etc. For shipments abroad, the contractor's scope of supply includes, without limitation thereto, export customs clearance, including all related costs, charges, and fees.

3. PAYMENT AND INVOICING

Unless otherwise agreed upon, BRAUN shall make payments within 14 days after receipt of the invoice and after the fulfillment of all prerequisites therefore specified in the order, in particular also the proper delivery of documentation with 3% discount or 60 days net. The date of receipt of the invoice shall be the beginning of the payment terms.

In the event of non-contractual performance by the contractor, BRAUN shall be entitled to withhold payment until contractual fulfillment occurs. BRAUN is entitled to offset due payments against other claims from its present business transaction and from other BRAUN business transactions. Payment does not imply acknowledgment of the correctness of the goods or services received, nor does it imply BRAUN's waiver of completion of the order, warranty, guarantees, damage claims, contractual penalties or other claims or rights. In the case of a defect or any other complaint, the entire payment may be withheld by BRAUN.

Invoices comply with the legal provisions and must include the order number, delivery note number, as well as BRAUN and the contractor's taxation identification numbers (UID). The VAT amount must be listed separately. The contractor is prohibited from assigning any current or future claim to a third party as long as BRAUN has not consented to the claim in writing.

4. PACKAGING AND SHIPPING

All shipments are subject to BRAUN's terms of shipment and packaging guidelines. If they have not already been made available to the contractor, these must be requested from BRAUN. For international transports, the contractor must provide a valid certificate confirming the preferential origin of the supplied goods (e.g. EUR-1 certificates or other movement certificates, certificates of origin, etc.). Any additional conditions issued by BRAUN must be observed. Unless otherwise specified in BRAUN's shipping terms, the shipping documents may not include the order value. BRAUN will only pay for transport insurance if this has been agreed upon in writing. The contractor is liable for risks, damages and costs incurred should the contractor not conform to BRAUN's shipping, packaging, customs, and/or documentation regulations.

5. DEADLINES

All deliveries shall be made in accordance with INCOTERMS® 2020: DDP BRAUN Eternitstraße 1, A-4840 Vöcklabruck, unless the order specifically cites another concrete destination.

The delivery dates or delivery periods specified in the order must be observed without fail. Pre-term delivery is only permitted if BRAUN's purchasing department has written an express consent. The contractor is obligated to inform BRAUN immediately in writing if a delivery delay could occur. In the event of delay in delivery, BRAUN is entitled to deduct a contractual penalty in the amount of 3 % per commenced week of delay, but not more than 15 % of the order value. If an agreed date is not complied with or only by partial delivery, BRAUN is authorized, without prejudice to further rights, without setting a period of grace to rescind from the contract as a whole and to claim damages due to non-fulfillment.

The contractor shall fully compensate BRAUN for all additional costs and incurred damages resulting from non-compliance with the delivery dates, even if the contractor is not at fault. The acceptance of partial deliveries or delayed deliveries or services shall not apply as BRAUN's waiver of the abovementioned claims for compensation of additional expenses and incurred damages.

6. WARRANTY, GUARANTEE AND EXCLUSION FROM THE DUTY TO REPORT DEFECTS

In case of any defects in the supplied equipment or the provided services, BRAUN may choose the type of warranty to be provided by the contractor (e.g. repair, improvement, replacement, price reduction). If the defect is not minor, BRAUN is entitled to revoke the contract instead of merely having the matter remedied. BRAUN reserves the right to make improvements or repairs on their own, or to have a third party carry out the necessary work. The contractor bears all related costs.

In the event of a claim under the warranty, the contractor shall bear the burden of proof during the entire warranty period that the defect was not present at the time of handover. BRAUN has no obligation to carry out inspection or give notification of defects as defined in section 377 f UGB (Austrian *Unternehmensgesetzbuch*).

The contractor ensures that the scope of supply and services is entirely in line with the latest technical standards, state-of-the-art technology and fit for the intended purpose, and that all applicable laws, decrees and regulations have been complied with. The contractor warrants and guarantees for a period of 36 months from the date of acceptance by the end user (BRAUN's customer) and BRAUN will be indemnified for any disadvantages, claims, and damages that may result from improper supply or inadequate service. In the case of replacement or repair of the entire scope of work or for individual components, the warranty and guarantee period for the entire scope of work of the contractor starts anew. In the event of defects of any kind whatsoever, BRAUN shall be entitled to retain the entire outstanding purchase price or compensation for work until the defects have been fully remedied.

7. LIABILITY

The contractor and BRAUN shall be liable pursuant to the statutory provisions unless otherwise provided for herein. Liability of BRAUN for lost profits is excluded.

8. DAMAGES AND PRODUCT LIABILITY

The contractor shall indemnify BRAUN entirely for any and all disadvantages that are encountered as a direct or indirect result of a defective supply or inadequate service, a violation of official safety regulations, delayed deliveries and deadlines, incomplete delivery, damage, losses and/or any other issues caused by or attributable to the contractor. The contractor is obliged to fully compensate BRAUN for all damages and losses occurring as a result of such circumstances. This also applies to any costs incurred by BRAUN or a third party (including material and personnel costs) in connection with assessing and remedying defects, as well as all material, personnel and other costs that can be categorized as wasted expenditure as a result of a defect. The contractor is fully responsible for the performance, acts and omissions of their sub-contractors and will be held liable in the event of any shortcomings, damage, loss or defects caused by them.

If a product liability claim is made against BRAUN in connection with the scope of work of the contractor, the contractor must indemnify BRAUN for all cost and expenses resulting from such a claim.

In this case, the contractor bears all costs and responsibilities, including costs in connection with any legal procedures and recall of equipment.

9. EXPORT LICENSES

It is the contractor's responsibility to obtain all necessary export licenses in connection with the scope of supply and services, at their own expense, especially those required in the end user's country (BRAUN's customer). By accepting the order, the contractor guarantees that the entire order can be executed in full and that no restrictions, whether from the local authorities or otherwise, interfere with the complete supply of goods and services. The contractor shall be liable for any damages BRAUN may suffer as a result of such restrictions.

10. THIRD PARTY RIGHTS

The contractor guarantees that no legal rights prevent, restrict or charge the intended use, further processing or re-sale of the equipment or rendered services, especially in terms of infringement of patents or other third-party rights. The contractor holds harmless and indemnifies without restriction BRAUN and/or the end user in the event that a third party claims such infringement.

11. CONFIDENTIALITY

Drawings, documents, and other information required for executing the order and submitted to the contractor by BRAUN, as well as all experience and know-how gained during the course of processing the contract ("confidential information") and all intellectual property rights related thereto, remain the exclusive property of BRAUN. All drawings and documents are to be treated as strictly confidential, must

not be passed on or otherwise made available to third parties (inter alia to companies that manufacture or operate identical or similar equipment than BRAUN) and not be utilized, analyzed, reproduced, or made available to third parties for other purposes than the performance of the BRAUN order without BRAUN's prior written permission. As soon as the order has been completed, all confidential information must be returned to BRAUN. In the event of violation of these duties and obligations, BRAUN reserves the right to (i) withhold any payments that may be outstanding under all contracts with and orders to the contractor, (ii) rescind any and all contracts with and orders to the contractor and (iii) be fully compensated for damages. The duties and obligations hereunder remain valid even after the contract has been completed and applies to all of the contractor's employees, sub-contractors, servants and agents. The contractor shall protect BRAUN's confidential information by reasonable measures from unauthorized access by third parties.

12. DRAWINGS, DOCUMENTATION, AND SUPPLIED MATERIALS

The drawings, information, and know-how made available to the contractor by BRAUN remain the property of BRAUN, and BRAUN retains the right to the exclusive use of such drawings, information, and know-how. The contractor acknowledges that only BRAUN holds the copyright for the aforementioned. Material made available by BRAUN remains BRAUN's property, must be labeled as such, and stored separately by the contractor. The contractor is liable for the loss of or damage to such material, even if not at fault. After the order has been completed, materials supplied by BRAUN are to be returned immediately.

13. SUSPENSION AND CANCELLATION

(1) BRAUN reserves the right to suspend the project schedule (delivery time, etc.) at any time without specifying reasons. This may result in changed deadlines, especially regarding delivery periods, receipt and acceptance of goods, and related payment terms. BRAUN is to notify the contractor of such changes in writing. BRAUN has no obligation to indicate the expected extent of the suspension.

The contractor is obliged to make appropriate arrangements upon receipt of the written notification to minimize the costs related to the suspension. If the schedule is suspended by up to six months, the contractor bears all costs related to the suspension. If the schedule is suspended by more than six months, the contractor may invoice BRAUN for all direct costs charged to them by a third party (e. g. for storage, etc.), provided that these costs are reasonable and unavoidable and were not incurred before the end of the above stated six-month period. However, the contractor bears all other extra costs that may result from a suspended schedule (such as contractor's own personnel costs, price increases by contractors and sub-suppliers, interest accrued, and other expenses due to a change in schedule). The original order value (sales price) shall stay the same in any case.

In the event of a suspension, all deadlines, especially with regard to the execution of the contract, the acceptance of the delivery and the payment schedule, are postponed accordingly. All postponed deadlines, in particular the performance, acceptance, and payment deadlines, shall be extended by the extent of their respective postponement plus 14 days after the contractor receives the written notification about the continuation of the project.

(2) BRAUN reserves the right to cancel the entire contract or parts of the contract in writing at any time with or without specifying reasons. Immediately upon receipt of the written notification from BRAUN the contractor is obliged to stop all work related to the order at their own expense. BRAUN shall pay the manufacturing cost for those parts affected by the cancellation and which were verifiably finished by the contractor prior to the written cancellation by BRAUN. Such parts as well as any and all other related rights shall become the property of BRAUN. BRAUN shall not pay for those parts that can be used by the contractor for other purposes, especially for other orders and contracts. All other costs and disadvantages related to the cancellation of the contract are to be borne by the contractor.

Other contractually agreed or legal rules regarding the cancellation of the contract, especially concerning the immediate termination for important reasons, remain unaffected.

(3) The contents of any contracts the contractor may have entered into with their suppliers and sub-contractors shall adequately match the contractor's agreement with BRAUN regarding suspension (see item 1) and cancellation (see item 2).

(4) Further, BRAUN may terminate the contract or parts of it if the contractor breaches the contract and fails to correct such breach within a reasonable period granted by BRAUN (usually 14 days). A notification sent to the contractor to remind them to fulfill their contractual responsibilities is considered the same as setting such period for correction. Changes of final and intermediate deadlines, unauthorized subcontracting, defects or other causes that may jeopardize the fulfillment of the contract between BRAUN and their contract partners are some of the reasons that constitute a breach of contract. In case of termination, missing or incomplete supplies and services may be completed by BRAUN or by a third party commissioned by BRAUN, the costs of which will be borne by the contractor. Any costs incurred this way will be invoiced by BRAUN directly to the contractor or deducted from BRAUN's next due payments.

Any further claims for damages which BRAUN shall remain unaffected by this clause.

14. FORCE MAJEURE

The contract parties are relieved of their contractual obligations in full or in part if the non-fulfillment is due to force majeure.

The following events are referred to as force majeure to the extent they render the fulfillment of the contract impossible for a party hereto, was not foreseeable for such party and could not be reasonably prevented by such party:

fire, war, general mobilization, riots, acts of nature, embargoes, and government sanctions.

Strike or lockout at the contractor's or their sub-contractor's works place, as well as material and raw material shortages are expressly excluded from force majeure.

The party prevented from or delayed in performing its obligations under the contract due to force majeure is to notify the other party immediately, latest within five business days of the circumstances constituting force majeure with adequate evidence thereof and its expected duration. Both parties are released from their contractual obligations for the duration of force majeure.

If the case of force majeure lasts for longer than three months, BRAUN reserves the right to agree on a new delivery period with the contractor or to terminate the contract fully or partially.

Cases of force majeure in the country of BRAUN's end-customer are considered force majeure under this contract.

15. MISCELLANEOUS

The contractor shall have no right of retention for their supplies and services.

The contractor may charge interest on late payments at a rate of 5% per annum. BRAUN and/or third-party inspection agencies are allowed to check the progress of the work and carry out technical interim and final inspections (which includes wrapping, packaging for transport, etc.) at any time at the offices, production facilities, and warehouses of the contractor and the contractor's sub-contractors during the various stages of designing, scheduling, manufacturing, and delivery and may reject incorrect documentation and defective material. These checks and inspections do not absolve the contractor from their responsibilities.

All of the contractor's sub-contractors, with the exception of sub-contractors for standard parts, are subject to written approval in advance by BRAUN.

Transfer of title to BRAUN shall take place simultaneously with the transfer of risk.

Persons communicating with BRAUN on behalf of the contractor are considered to be fully authorized. The contractor shall bear all expenses and extra costs incurred while completing the order if the allocation of such costs is regulated neither by written agreement nor by INCOTERMS® 2020.

If the deadlines agreed upon in the order should change, the contractor provides and accepts all costs and risks for the storage of equipment for a maximum of six months. This also applies if the delay is beyond the contractor's control.

All deliveries made to BRAUN must be made without reservation of ownership (retention of title) or rights of third parties. Such reservations are invalid even without BRAUN's explicit objection.

If the contractor stops payments, becomes unable to make payments in due course or insolvent or if insolvency proceedings are applied for or opened against their assets, BRAUN shall be entitled to withdraw from the unfulfilled part of the contract.

The contractor shall maintain a product and general liability insurance with an insured sum reasonably applicable to the respective order, and the contractor shall present a corresponding written confirmation of coverage to BRAUN upon request.

16. SPARE PARTS

The contractor guarantees the supply of spare parts or compatible parts for a period of time of at least 10 years upon market conditions.

17. MINIMUM WAGE PROVISIONS

Provided that the contractor renders its services in countries with minimum salary and wage regulations and it is applicable to its services, they are obligated to comply with these regulations. The contractor guarantees the continuous and timely payment of the minimum salaries and wages. In the event that the contractor uses a sub-contractor for the fulfillment of contractual obligations as agreed upon, the contractor shall ensure that the sub-contractor complies with the minimum salary and wage provisions applicable to it. The contractor shall reimburse BRAUN upon first request for all claims, fines, penalties, and costs resulting from a claim against BRAUN under these provisions.

18. CONFORMITY

The contractor ensures that all of their delivered products meet the accepted rules of technology (e.g. Austrian standards as well as EU standards for technical content), the governing legal and official regulations, implementation rules, and the respective applicable EU provisions as well as their possible implementation under national law, especially compliance with the rules of the Council Regulation (EC) Nr. 1907/2006 ("REACH") including attachments as well as the guidelines 2011/65/EU and 2002/95/EC („RoHS”).

Beyond that, the contractor will ensure the transfer of their obligations in the supply chain and prove this accordingly upon request from BRAUN.

19. DATA PROTECTION

BRAUN points out that the contractor's data (also personal data) will be stored electronically in the EU and only used for the purpose of business with the contractor. The contractor consents to such data storage in their and their employees' name.

20. CESSION

Any assignment or other transfer of entitlements, rights and obligations by the contractor shall be subject to BRAUN's prior written consent.

21. PLACE OF FULFILLMENT, PLACE OF JURISDICTION, APPLICABLE LAW

Place of fulfillment is the delivery address given in BRAUN's order.

If individual terms of the present document should be ineffective or unenforceable, all other terms remain binding ("Severability Clause").

The contract is subject to Austrian law under the exclusion of its conflict-in-laws rules in the international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction is A-4840 Vöcklabruck, Austria.