

General TERMS OF PURCHASE of Maschinenfabrik LASKA Gesellschaft m.b.H. (abbreviated to MFL)

1) SCOPE

The following Terms and Conditions of Purchase apply exclusively to purchases made by Maschinenfabrik LASKA Gesellschaft m.b.H. (hereinafter referred to as MFL), registered under FN 473821 x.

These Terms and Conditions of Purchase are binding for all present and future business transactions with our contractual partner, even if no express reference is made to them.

Any terms and conditions of the contractual partner in whatever form (e.g. on order forms, general terms and conditions, terms and conditions of delivery, order confirmations) shall under no circumstances become part of the contract and shall not apply even if we have not expressly objected to them or do not object to them in the future; they shall also not apply if no deviating provision is made in the Terms and Conditions of Purchase. If the contractual partner only wishes to enter into a contract on its own terms and conditions, it must expressly declare this fact when accepting the order and simultaneously attach all terms and conditions in full text, otherwise it can no longer invoke the validity of its terms and conditions.

The Terms and Conditions of Purchase valid at the time of the conclusion of the contract with the contractual partner shall apply. These are available at <http://www.laska.at>.

2) OFFER AND CONCLUSION OF A CONTRACT

Orders from us are only legally binding if they are made in writing and signed in the company's name. The written form requirement will also be deemed to have been met if the order is placed by email or fax. Indivisible complete performances are agreed upon.

Orders should be promptly confirmed by the contractual partner by returning the order confirmation enclosed with the order, duly completed and signed. If there is no response within 14 days of the date of the order, the contractual partner will be deemed to have accepted the order by mutual agreement. Until the time of acceptance by the contractual partner, we are entitled to revoke the order without this revocation entailing any consequences for us in terms of costs.

Deviations from the substance of the order, in particular by sending different terms and conditions of sale or delivery, must be expressly highlighted and constitute a new offer by the contractual partner, which requires express written acceptance by authorised representatives of MFL in order to be legally effective.

In all invoices or other documents issued by the contractual partner to MFL (correspondence), the contractual partner undertakes to quote MFL's order number (see point 8) as well as the letter reference and date of any previous correspondence. Failure to do so means that MFL will not consider this correspondence to have been delivered. Queries should be addressed exclusively to the Purchasing Department.

3) PRICES

Prices that are not expressly designated as variable in the order are fixed prices excluding VAT; this includes all services that are necessary for the proper fulfilment of the contract, particularly installation and documentation costs, any licence fees, packaging, transport, insurance and unloading costs, quality assurance, functional and quality tests, public fees, levies and official approvals, as well as any social benefits and expenses.

The preparation of offers submitted to MFL and associated documents made available by the contractual partner is free of charge for MFL, regardless of the preparatory work required for this.

Price reductions due to changes in the market – if, for example, another possible contractual partner offers the goods forming the subject matter of the contract on more favourable terms – must be passed on to MFL in full.

4) DELIVERY, DELIVERY DATES, DELIVERY PERIODS

INCOTERMS as amended from time to time apply to all deliveries. The goods must be insured by the contractual partner up to the unloading point (see point 6).

The delivery date stated in the order is binding. Fixed delivery dates that are basically fixed dates within the meaning of Section 919 of the Austrian Civil Code (ABGB) must always be complied with by the contractual partner. If a delivery period is specified, it will start running from the date of the order.

In the event of premature or accelerated delivery without express consent, the additional costs thereby incurred will be borne by the contractual partner. MFL also reserves the right to charge associated costs (warehouse rent, etc.). Nor do such inadmissible early deliveries

justify any changes to the payment terms.

The timeliness of a delivery will be determined by receipt of the goods and complete fulfilment of the contract – e.g. assembly, provision of documentation, etc. – at the delivery address or flawless acceptance. In addition, delivery dates will only be deemed to have been met when the required documentation (e.g. technical, shipping, test documentation) has also been delivered. We are not obliged to accept partial, short or excess deliveries that have not been agreed or deliveries before the agreed date; these are only permitted if expressly agreed.

5) DELAYED DELIVERY

If the contractual partner is aware that it is behind schedule with the delivery and/or performance, the contractual partner must notify MFL immediately of the impending delay and its expected duration. This notification will not release the contractual partner from its obligation to deliver or from the contractual penalty set out below. In the event of delayed delivery, including in particular any failure to meet interim deadlines, MFL will have the right – notwithstanding such notification and without prejudice to further additional claims – to withdraw from the contract without setting a period of grace or to claim damages for non-performance, at its discretion. MFL will also be entitled to procure substitute deliveries from third parties and to claim the difference in damages from the contractual partner, without the contractual partner being entitled to object to the amount of the purchase price of the substitute delivery.

If the agreed delivery time is not met (delayed delivery), MFL will be entitled, in addition to demanding performance from the contractual partner, to deduct a contractual penalty of 2.0% of the invoice value excluding VAT for each commenced week of delayed delivery, subject to a cap of 10% of the invoice value excluding VAT, without proof of damage or fault. MFL reserves the right to assert claims for further damages. The contractual penalty is not subject to mitigation by the courts.

MFL is entitled to set off any contractual penalties against current claims of the contractual partner.

Acceptance of a delayed delivery by MFL does not include a simultaneous waiver of the claims for compensation accruing to MFL as a result. Even if MFL insists on performance of the contract, it has the right to claim compensation for all damages, including indirect pecuniary loss and loss of profit.

6) PLACE OF PERFORMANCE, SHIPPING INSTRUCTIONS

The place of performance for the deliveries is the place specified by MFL (esp. in the order) or the registered office of MFL.

All deliveries must be packaged for safe transport and delivered carriage paid to the agreed place of delivery. The contractual partner must take out transport insurance for the goods and package them properly. Damage caused as a result of improper packaging prior to acceptance by MFL will be borne by the contractual partner. The contractual partner undertakes to bear the shipping/packaging and transport insurance costs.

For the purpose of shipment and smooth receipt of goods, the contractual partner must enclose with each consignment a delivery note (in triplicate) stating MFL's order data (order number, order item number, part number, job number) and a precise description of the content, as well as the invoices (without prejudice to point 10), movement certificates, certificates of origin or domestic invoices with the corresponding note of origin. If the data required for acceptance of the delivery is not included in the delivery note or is not available, MFL will be entitled to reject the delivery at the expense and risk of the contractual partner. Upon dispatch, a dispatch note must be sent to MFL in good time by email or fax, stating the exact data contained in the delivery note, the means of transport, and the name of the forwarder.

The delivery items or the packaging of the delivery items must be marked in accordance with MFL's instructions or on the basis of existing documentation obligations in a way that enables their origin and date of manufacture to be determined beyond doubt (e.g. by part number, drawing number, order number, or part designation).

Joint deliveries of several items from different orders and joint delivery notes/shipping documentation are only permitted if clear indications are given as to the allocation of the different orders and order items.

The modes of transport and routes that are most favourable in terms of freight costs must be chosen, taking advantage of the best possible tariffs (including, as a priority, environmentally friendly modes of

transport such as rail, low-noise and low-emission lorries). MFL is entitled but not obliged to return packaging at the expense and risk of the contractual partner.

The contractual partner will be liable for the consequences of incorrect declaration, choice of transport, or tariffs. The contractual partner must ensure that the goods are loaded in a manner suitable for transport. The contractual partner must inform MFL in good time about heavy goods or special shipments before the shipment leaves.

In the event that the contractual partner does not comply with the specified or agreed shipping instructions/shipping conditions and damage, risks or costs arise as a result (e.g. special trip, additional freight, standing costs), these will be borne in full by the contractual partner.

7) PAYMENT

Advance payments will not be made by MFL.

The obligation to pay is conditional upon proper receipt of the goods, including documentation and contractual fulfilment of all other obligations; if this does not occur until after receipt of the invoice, the above-mentioned payment periods will be extended accordingly. The payment periods will never begin to run before the agreed delivery date, especially not in the case of earlier fulfilment. In the absence of any express agreement to the contrary, payment will be made at MFL's discretion within 30 days of receipt of the invoice or other document triggering the payment period with a 3% discount, or within 90 days net after fulfilment of all conditions laid down in the order and after receipt of the invoice.

The payment date is the date on which the amount owed is debited from the account of the bank instructed by MFL. MFL will bear the transfer charges of its bank; all other charges in connection with the payment will be borne by the contractual partner.

The place of performance for payment will in all cases be Traun, Austria.

Complaints about deliveries and services will entitle us to withhold payment. Cash on delivery shipments are not accepted (except for special written agreements).

Payment does not imply any acknowledgement of the due and proper nature of deliveries and services and therefore does not constitute a waiver of any claims to which we are entitled, irrespective of their nature.

MFL is entitled at any time to set off claims of any kind against any claim of the contractual partner.

In the event of late payment by MFL, only the statutory interest on arrears may be demanded, to the exclusion of further claims.

In the event of force majeure, MFL will be released for its duration from the obligation to take delivery and make payment and will also be entitled to withdraw from the contract without any claims against MFL accruing to the contractual partner as a result. An event of force majeure is an event that MFL could not avert and that makes it unreasonable for MFL to fulfil its obligations, including in particular (i) forces of nature such as earthquakes, lightning, frost, storms, floods, and the like, (ii) pandemics, epidemics, and the like, (iii) legal orders and prohibitions, (iv) sanctions in any form, (v) work stoppages or lockouts (including in particular strikes and industrial action), (vi) operational disruptions and (vii) other reasons beyond the control of MFL.

8) INVOICING

If the taking over of deliveries and services has been agreed, the contractual partner will be entitled to issue an invoice after successfully taking over the deliveries and services, or, in the case of pure delivery transactions, after complete delivery. Invoices must always be submitted in duplicate.

In addition to the order number, all order data, shipping method and delivery notes must be stated on the invoices. The invoices must contain all the information required by law to ensure our tax processing and must comply with customs regulations.

For deliveries from abroad, the invoices and the documents required for customs clearance must have been received at our address - A-4050 Traun, Makartstrasse 60 - before the consignment arrives at its destination.

In the case of personnel deployments for assembly, repair or maintenance work, the contractual partner's personnel must report to the MFL manager named in the order before commencing the work. The invoices must be accompanied by the original confirmations of services rendered signed by the MFL manager in question. Services and materials that have not been confirmed by the MFL manager will not be remunerated.

9) QUALIFICATIONS OF THE CONTRACTUAL PARTNER

By accepting the order, the contractual partner gives its assurance that it has the approvals and qualifications required for the manufacture and acceptance of the ordered item, as stipulated by legal provisions, technical regulations, provisions of any inspection and approval bodies, relevant standards, and the conditions of the order.

In order to ensure the quality performance expected by MFL for all deliveries and/or services, the contractual partner must set up, maintain and regularly furnish proof of an appropriate quality management system.

Insofar as contractual, statutory or customary documentation obligations exist for delivery items or services, the contractual partner is obliged to keep corresponding complete quality records and to retain the test documents/data/samples/documentation for 15 years after execution of the last delivery and submit them to MFL on request.

MFL is entitled to carry out checks regarding production status, quality and environmental requirements at the premises of the contractual partner or its subcontractors and upstream suppliers at any time.

Except in the case of standard parts, MFL must be notified of any subcontractors and upstream suppliers connected with the performance of the contract shortly after the order has been placed. However, no legal relationship will arise between MFL and the subcontractors and upstream suppliers as a result. The contractual partner is liable for the selection and culpability of its subcontractors and upstream suppliers.

Services such as assembly, service work, etc. must be carried out by authorised and qualified personnel in sufficient numbers at all times. MFL is entitled to reject personnel who appear unsuitable. Safety precautions are the responsibility of the contractual partner, proof of performance must always be confirmed without delay, or daily in the case of continuous work.

Measurements should be taken by mutual agreement with MFL as long as the relevant places are accessible. Proper, confirmed proof of performance and measurement lists must be enclosed with the invoices as prerequisites for payment. Patentable inventions created by the contractual partner during the execution of the order are the property of MFL.

10) WARRANTY

MFL is expressly under no obligation to inspect the delivery without delay. The application of Section 377 of the Austrian Commercial Code (UGB) is excluded.

Unless otherwise contractually stipulated in an individual contract with the contractual partner, the contractual partner will provide a warranty for the execution of the delivery or service in conformity with the order, for compliance with all relevant statutory and official regulations, for the design in accordance with the state of the art, for the quality of the execution, for all warranted properties, and for the use of flawless materials. The warranty period will be 36 months in the case of movable items and 60 months in the case of immovable items or items intended for installation in or use with immovable items. Section 933b ABGB remains unaffected by this agreement.

The warranty will commence when the delivery item is accepted by the end customer of MFL or, if it is used by MFL, when the delivery/service is accepted as defect-free by MFL.

There is expressly no obligation for MFL to inspect the delivery/service promptly upon handover and to give notice of commercial defects in this respect. On the contrary, MFL may assert claims for defects occurring within the warranty period at any time.

Where a warranty is given, MFL has the right to determine the type of warranty (improvement, replacement, price reduction or conversion).

In the event of complaints, MFL is entitled to charge the contractual partner a flat-rate fee of EUR 50 per complaint to cover expenses if a defect occurs in deliveries. Any further claims of MFL remain unaffected.

The warranty obligation will recommence after the defect has been remedied by the contractual partner and after acceptance of the improvement by MFL for the entire delivery/service affected by the defect.

Any claims for damages on the part of MFL will remain unaffected by the warranty described.

11) GUARANTEE

The contractual partner will provide a full guarantee for a period of 24 months on behalf of itself, its subcontractors and upstream suppliers for complete and defect-free execution in conformity with the order, for the usual and warranted properties of the deliveries and/or services, and for compliance with all relevant statutory and official regulations in force at the place of destination unless otherwise expressly stated in the order or unless the order is placed for a specific project of an MFL customer expressly or according to circumstances recognisable to the contractual partner – in which latter case the contractual partner's guarantee obligation will only end when MFL's guarantee obligation to the MFL customer ends.

In the case of immovable items or items intended for installation in or use with immovable items, a guarantee period of 60 months applies.

The contractual partner's guarantee covers all defects – including runaway damage – of the delivered item that occur within the guarantee period. The contractual partner guarantees in particular that the design, construction, suitability and production technology of the ordered item comply with the generally accepted standards of science

and technology and the safety and environmental protection requirements applicable at the place of use, that only materials of first-class, suitable and environmentally compatible quality have been used and that the item is suitable for its intended use.

For all defects (including insignificant defects) MFL is at liberty to choose between subsequent improvement, conversion, price reduction, or withdrawal from the contract. The guarantee period will recommence when the defect is remedied (also in the case of replacement of defective parts). At the same time, the guarantee for the entire product will be extended by the period during which the product could not be used due to the defect and its rectification.

As part of its guarantee, the contractual partner must also reimburse any financial loss suffered by MFL as a result of the defective delivery, irrespective of fault. This includes all actual losses suffered as well as loss of profit.

12) DAMAGES

The contractual partner is also liable for any loss or damage incurred by MFL as a result of a delayed or defective delivery or service that is the fault of the contractual partner or its agent.

In the event of loss or damage caused by an actual or alleged defect – if this allegation cannot be refuted without a detailed inspection of the delivery item – of the delivery item, a breach of the contract for delivery, performance or other unlawful conduct on the part of the contractual partner, the contractual partner must indemnify MFL and its representatives, assistants, members of executive bodies, and other companies that sell or process goods or products in which the delivery items are integrated as well as their customers against all claims, costs, damages and expenses including legal costs.

MFL will only be liable for any loss or damage in connection with the order placed if gross negligence or intent can be proven; liability will be limited to half of the value of the order. MFL will not be liable for indirect or consequential loss, loss of profit, loss of product, loss of interest, etc.

13) PRODUCT LIABILITY

In the event that a claim is made against MFL by third parties on the basis of the provisions of the Austrian Product Liability Act (PHG), the contractual partner must prove that there is no defect in its delivered product within the meaning of the product liability provisions. The contractual partner will be liable for this to the exclusion of any limitations of liability and is obliged to indemnify and hold MFL harmless against any claims by third parties. This also applies if the delivery item is only a part of the service provided by MFL to third parties.

The contractual partner must indemnify MFL and its representatives, assistants, members of executive bodies, and other companies that sell or process goods or products in which the delivery items are integrated as well as their customers against all claims, costs, damages and expenses including legal costs arising from or due to a recall action, to the extent that this was necessary due to the delivery item or the performance of the contractual partner.

To cover the liability of the contractual partner towards MFL and third parties, the contractual partner undertakes to take out or maintain pre-existing product liability insurance with an insured sum of at least EUR 7 million per case of damage at its own expense. The contractual partner must present the policy at the request of MFL. In the event of a product recall or actions in connection with this, the contractual partner undertakes to reimburse any and all losses suffered, or costs incurred by MFL.

14) DOCUMENTATION

The contractual partner must provide MFL with complete and proper documentation, in particular concerning the properties of the product, its use, its operation, further processing or installation, etc., such as product descriptions, storage, safety, operating and maintenance instructions, installation instructions, spare and wear parts lists in German. In each case, the documentation must be provided in duplicate, and its completeness and accuracy guaranteed, otherwise the contractual partner will be liable to MFL and the end customer for any loss or damage arising from the breach of these provisions.

15) TRANSFER OF RISK

Unless otherwise expressly agreed in writing, the risk attached to the delivery items (risk of loss or damage) will only pass to MFL upon delivery and unloading at the agreed place of delivery (INCOTERMS 2020 - "DDP"). Returns are always made at the risk and expense of the contractual partner.

16) OWNERSHIP, TRANSFER OF OWNERSHIP

Ownership of the delivery items will pass to MFL upon handover (including already to the carrier etc.). Reservations of title by the contractual partner are invalid unless expressly agreed in writing. Drawings, models, clichés, samples, tools, devices and other aids required for the execution of an order will become the property of MFL

after payment provided they have been produced by the contractual partner or subcontractor at MFL's expense. They must be surrendered to MFL after fulfillment of the contract or on first request.

Storage and maintenance are at the expense and risk of the contractual partner. Use by the contractual partner for its own purposes and in particular for third parties is not permitted.

Transfer of ownership takes place analogously to the transfer of risk.

17) PROVISIONS

Specifications and drawings provided. Models and other documents must always be compared with the order text and checked for accuracy in other respects. If discrepancies are not reported promptly after transmission, they will be the responsibility of the contractual partner. Drawings, models and other documents are the sole intellectual and physical property of MFL, and all rights are reserved in this respect. Parts provided by MFL (input material, components, etc.) remain the property of MFL. They must be shown in the delivery invoices as free-of-charge provisions by MFL in terms of quantity and value. All materials provided must be clearly marked as the property of MFL and may only be used for the agreed purpose, may not be reproduced or made accessible to third parties without the written consent of MFL, and must be returned after completion of the order.

18) SECRECY

The order and all information provided by MFL in connection with it must be treated as confidential. Annexes and enclosures to the order are an integral part thereof. Orders from MFL may only be included in reference lists with the consent of MFL. The contractual partner hereby irrevocably undertakes to maintain secrecy about all non-public, commercial and technical circumstances, business and trade secrets made accessible or available to it by MFL or otherwise made known to it in connection with or on the basis of a business relationship or contact with MFL and to refrain from making these accessible to third parties in any way whatsoever without the consent of MFL. The contractual partner further undertakes to use information only on a need-to-know basis and only within the scope of the contract that has been concluded.

The confidentiality obligation will remain in force for three years after termination of the business relationship with MFL or, irrespective of a business relationship, for three years after MFL has obtained a quotation.

The use of the order for advertising purposes (e.g. advertising, publications, inclusion of MFL in the reference list) is only permitted with the express written consent of MFL.

19) WITHDRAWAL FROM THE CONTRACT

MFL is entitled to declare withdrawal from the contract if there are compelling grounds, esp:

- if the contractual partner violates official regulations or the provisions of these terms and conditions of purchase;
- if the contractual partner has taken actions, in particular if it has entered into agreements with other companies that are detrimental to MFL, contrary to good morals or contrary to the principle of competition;
- if the contractual partner has directly or indirectly promised or conferred advantages or threatened or inflicted disadvantages on employees of MFL who are involved in the conclusion or implementation of the contract.

If one of the above-mentioned grounds applies, MFL will be entitled to withdraw from the contract either with regard to the entire, as yet unfulfilled contract, or only with regard to individual parts thereof.

If there are grounds justifying withdrawal from the contract, MFL will be entitled, after a single written request to the contractual partner and after setting a period of grace of 14 days (from the date of the postmark) for the contractual partner, but immediately in the event of imminent danger, to arrange for a substitute performance without further notice, at the risk and expense of the contractual partner. All costs and damages incurred as a result of a substitute performance will be borne by the contractual partner. MFL may set off such amounts against the contractual partner's claims.

In the event of insolvency proceedings against the contractual partner or a change in the ownership structure, MFL will be entitled to withdraw from the contract in whole or in part, without prejudice to any consequences under procedural law. The contractual partner is obliged to inform MFL of such circumstances immediately.

20) TERMINATION OF CONTINUING OBLIGATIONS

In the case of continuing obligations MFL may give 30 days' notice of termination and the contractual partner 90 days' notice of termination, with effect from the end of the month.

A waiver of the right to terminate on the part of MFL requires express written confirmation by MFL, otherwise this is not validly agreed.

MFL may terminate a contract without notice at any time if there are compelling grounds for doing so. Compelling grounds include, in

particular, the reasons mentioned under point 19), or if the contractual partner dies or is liquidated in the case of a legal entity, or if insolvency proceedings are instituted against the contractual partner's assets or are dismissed for lack of assets to cover costs. If one of the above-mentioned grounds applies, MFL will be entitled to withdraw from the contract either with regard to the entire, as yet unfulfilled contract, or only with regard to individual parts thereof.

21) THIRD PARTY PROPERTY RIGHTS

The contractual partner is liable for ensuring that the contractual use of the delivered goods or services does not infringe any third-party property rights (patent rights, trademark rights, design rights, territorial protection, etc.). It indemnifies MFL against all claims arising from the infringement of such property rights and undertakes to procure the necessary authorisations (licences) for MFL at its own expense. MFL is entitled to pass on technical documents to the end customer as required.

22) PLACE OF JURISDICTION AND LAW

It is agreed that the competent court in Linz, Austria has exclusive jurisdiction over all disputes arising from the concluded contract with regard to its validity, its conclusion and its interpretation. The contract is governed exclusively by the laws of the Republic of Austria (excluding its conflict of law rules). The application of the UN Convention on Contracts for the International Sale of Goods is deemed excluded by mutual agreement. However, MFL reserves the right to take legal action of any kind including before the courts or other authorities that are competent for the registered office of the contractual partner or for its assets.

23) OTHER PROVISIONS

SEVERABILITY: Should any provision of these terms and conditions of purchase be or become legally invalid or unenforceable in whole or in part, this will not affect the legal validity of all other business provisions. The parties to the contract will replace the legally invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the legally invalid or unenforceable provision in terms of content and purpose.

CONTRACTUAL RESERVATION: Any express contractual agreements with the contractual partner that deviate from these terms and conditions of purchase and have not been pre-formulated by the contractual partner will take precedence over the terms and conditions of purchase.

REQUIREMENT OF FORM: Amendments or supplements to contractual agreements or to these terms and conditions of purchase and other declarations to be made on the basis of or in connection with the contractual relationship must be made in writing to be effective (whereby declarations made by fax are sufficient for the written form). This also applies to amendments to this requirement for the written form.

COLLATERAL: Collateral to be provided by the contractual partner, such as letters of guarantee, bank guarantees and sureties, may be used by us to satisfy any claim.

SET-OFF: Any set-off against our claims with counterclaims of any kind whatsoever is only permitted if the claim has been expressly recognised by MFL.

ASSIGNMENT PROHIBITION: The contractual partner must not transfer its contractual rights and obligations to third parties, in whole or in part, without the express consent of MFL. Assignments of payment claims are only permitted with the express written consent of MFL.

SHIPPING:

Address:
Maschinenfabrik LASKA Gesellschaft m.b.H.
Makartstrasse 60
4050 Traun, Austria
Tel. +43 (72 29) 606-0
Fax +43 (72 29) 606-400
Email: laska@laska.at

www.laska.at

Truck shipments:
Mon - Thurs: 7am - 12 noon and 1pm - 3pm
Fri: 7am - 12 noon

Express consignments: Destination station:
Domestic: Linz Central Station
International: Linz freight station

Shipments of piece goods: Traun
Destination station: Linz freight station
Domestic: Traun
International: Linz freight station