

## GENERAL CONDITIONS OF SALE AND DELIVERY

Unless otherwise agreed in writing, we sell exclusively on the conditions set out in detail below, which shall be an integral part of every contract of sale entered into with us, even in the absence of an express confirmation thereof by the purchaser. Any reference to the purchaser's conditions of purchase shall have no effect on the applicability of our sales conditions. The sales conditions are available in both German and English. In the event of discrepancies between the two versions the German-language version shall take precedence.

### 1. Quotations and acceptance

Our quotations are always subject to alteration and to our conditions of sale. Quotations made by our representatives and agents shall not be legally binding until confirmed in writing by ourselves. The same shall apply to all subagreements and other promises. An order shall only be deemed to be accepted when acceptance has been acknowledged in writing. Any declaration in which we assume obligations or relinquish rights must be made in writing and bear the signature of two appropriately authorised persons. This also applies to any declaration that a different procedure is to be used from the one defined above. Signatures delivered by facsimile, e-mail in portable document format or electronic signatures of digital documents delivered via an electronic signature system are deemed equivalent to the written form.

### 2. Communication

Our contractual partners are obliged to treat any correspondence with us with special diligence. Particularly, all current „best practices“ ensuring a secure exchange of information, integrity of any message content and the reliable identification of sender and receiver must be strictly followed and have to be implemented (especially: scrutiny of e-mail-headers and signatures). Our contractual partners are fully liable for the safety and security of all information exchanged and have to fully indemnify us for any damage arising out of or in connection with any unauthorized access to and/or abuse of their internal or external IT-infrastructure or any other breach of their obligations out of this section.

### 3. Prices

Unless otherwise agreed, prices are quoted packed, ex works.

### 4. Delivery

In case we bear the freight costs, we may choose the means of transport. In the event that, due to force majeure or circumstances beyond our control, goods cannot be delivered by the agreed date or delivered at all, the delivery shall be regarded as cancelled. This applies in particular when, despite meticulous ordering by us, the necessary raw materials have not been supplied to us and we are unable to procure substitute materials at acceptable cost. We shall notify the customer immediately of any such situation by furnishing the customary documentary evidence and, in the case of straightforward delay, advise a new delivery date. We accept no liability in such an event for the consequences of non-performance or delay. Should the above apply to only part of a delivery, the rest of the contract shall remain in force.

### 5. Notification of defects

The information given about our products and processes is based upon extensive research and experience in their application. This information is given orally and in writing in good faith, but shall not be deemed to be a guarantee concerning the qualities and characteristics of our products. This does not however release the user of our products from the obligation to verify that the goods to be purchased are suitable for the intended purpose. This shall apply in particular to industrial property rights held by third parties, for which reason we exclude liability on our part for any infringement of third party patents or other industrial property rights. Notifications of defects shall only be deemed to be valid if they are submitted in writing immediately upon receipt of the goods. If the notification is not found to be justified warranty must be claimed at court within one year since receipt of goods. If the notification of defect is found to be justified, we shall either replace the goods free of charge or allow a price reduction to the customer at our discretion. In no case can we be held liable for damage incurred by our customer or by a third party as a result of the goods supplied by us. Exempted are cases of personal injury where our gross negligence is proven. In particular, our strict product liability within the meaning of the law shall be restricted to liability for personal injury. Our contracting partners shall impose these restrictions and an obligation to impose this restriction to our benefit upon every further contracting partner in the chain of production or sales. Any infringement of these conditions shall render the infringing party liable to us for damages. The customer shall keep us harmless against any such claims by third parties.

### 6. Reservation of title

We reserve title to the goods supplied until payment in full is made. If the goods subject to this reservation of title are processed, the reservation of title shall extend to the product of such processing and we shall be entitled if the necessity arises to select for separation such amount of the said product as shall cover the value of the goods supplied by us. In the event of an encroachment by a third party, the purchaser shall inform us immediately of the manner and perpetrator thereof. The purchaser shall compensate us for the costs of any legal action. He undertakes to insure at his expense any goods subject to the reservation of title. The legal consequences of processing as set out above shall also apply to compounds, mixtures or blends of the goods supplied.

### 6a. Security interest (valid for USA only)

In jurisdictions where reservation of title cannot be made effective against third parties by simple declaration on invoices or other written instruments, the purchaser, by acceptance of these terms and conditions of sale, affirms that a security agreement exists between him and the seller and undertakes to cooperate with the seller in completing and filing with the proper authorities the financing statements or other documents needed to perfect the seller's security interests in the goods sold and in the proceeds from any disposition of the seller's interests herein by the buyer.

### 7. Non-compliance

Any breach of this agreement shall entitle us to rescind the contract. The purchaser shall bear the costs of the return of the goods and shall also be liable for any damages incurred as a result of the breach of the agreement.

### 8. Terms of payment

As a matter of principle, our invoices are payable on receipt without deduction. The bank accounts stated on our invoices may only be changed by written agreement. For the purposes of this section electronic communication does not meet the required written form, unless it is signed by us via qualified electronic signature that complies with Regulation (EU) No 910/2014 (eIDAS-Regulation). In the event of delayed payment, it is understood that the statutory interest on arrears shall be applied of 9.2 per cent above the basic interest rate (i.e. the interest rate repayable for borrowed funds set by the European Central Bank); the debtor shall also be obliged to reimburse any costs of out-of-court collection (Para.1333 ABGB Law). Bills of exchange and cheques shall only be accepted in fulfilment of debt. Payments received from the customer, irrespective of the invoice it is intended to settle, shall be applied to the longest outstanding debt on the customer's account.

### 9. Place of performance

Place of performance shall be – unless otherwise explicitly agreed upon in writing – Althofen in Carinthia, Austria.

### 10. Applicable law

These conditions shall be construed and interpreted exclusively according to Austrian law, the UN-Convention on Contracts for the International Sales of Goods and Conflict of Laws provisions of International Private Law excluded.

### 11. Court of jurisdiction

a) Relating to business within Austria and business within the territory covered by the Lugano Convention, other international agreements concerning court of jurisdiction and the enforcement of foreign judgements and/or relevant EC-regulations (EuGVVO): The competent Court having jurisdiction in Klagenfurt, Austria, shall enjoy exclusive jurisdiction.

b) Relating to business in any other country: All disputes or claims arising out of or in connection with this contract including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the said Rules. The panel of arbitrators shall convene in Vienna, Austria.

### 12. Partial invalidity

The legal invalidity of a part or parts of this agreement shall have no effect on the validity of the remainder of the agreement.

### 13. Amendments

Amendments of contractual terms shall not be valid unless expressly confirmed in writing by both parties.

## PURCHASING CONDITIONS

### 1. General

The order set out on the reverse is subject to the following purchase conditions. The purchase conditions are available in both German and English. In the event of discrepancies between the two versions the German-language version shall take precedence. Deviations from our conditions shall only be valid if they are specified in the duplicate of our order, which alone shall serve as the order confirmation, and if they have been confirmed by us in writing. Our order number must in all cases be quoted in all documents relating to the order. Oral orders placed in exceptional circumstances shall only be valid if given an order number. The order shall be deemed to be accepted if not contested immediately. Any declaration in which we assume obligations or relinquish rights must be made in writing and bear the signature of two appropriately authorised persons. This also applies to any declaration that a different procedure is to be used from the one defined above. Signatures delivered by facsimile, e-mail in portable document format or electronic signatures of digital documents delivered via an electronic signature system are deemed equivalent to the written form..

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### 3. Delivery

The agreed product or service shall not be entrusted to a subcontractor without our written consent. The agreed delivery date is binding. If the supplier realises after returning the order confirmation that for reasons of force majeure he is unable to comply with the said date, he shall notify us thereof immediately. In the event of a delay we reserve the right to make full use of the legal possibilities available to us. This shall also apply even if we expressly agree to a notified delay in delivery. Invoices for quantities and weights shall be based exclusively on the values recorded by ourselves. In the event of a delivery in excess of the order, we reserve the right to return the excess at the supplier's expense.

### 4. Processing

Should it not be possible to process ordered goods in our works as planned due to force majeure, we reserve the right to cancel the contract. We shall notify the supplier immediately of any such situation by furnishing the customary documentary evidence.

### 5. Dispatch

The goods supplied shall be packed correctly according to the dispatch instructions specified in the order. All costs resulting from the failure to comply with these instructions shall be borne by the supplier. A detailed dispatch note concerning each delivery shall be sent to us separately on the day of dispatch. Each delivery must be accompanied by a delivery note (docket). In the event of missing dispatch papers, the delivery will be stored at the supplier's expense and risk until arrival of the said documents. Whether or not specifically stated, any delivery at the destination shall be accepted CONDITIONALLY within the meaning of the provisions of the warranty.

### 6. Prices

Unless otherwise agreed, the prices include packing and delivery to destination (delivery address) and are fixed prices.

### 7. Invoices

Invoices shall have the form of electronic documents ("Portable Document Format", .pdf) and are to be sent to [invoices.tiag@treibacher.com](mailto:invoices.tiag@treibacher.com) after delivery and/or provision of service. Paper bills or invoices not quoting our order number are invalid, shall not be processed and shall be deemed not to have been served. Assignment of the invoice amount shall only be permitted with our prior written consent.

### 8. Payment

Unless otherwise agreed, payment for goods (services) received shall be made within 14 days less 3% discount or net 90 days after receipt of invoice. Payment shall be understood neither as acknowledgement of a correct settlement of the delivery nor as a waiver of any claims to which we are entitled.

### 9. Warranty

The supplier guarantees the conformity of the goods with the order and compliance with all relevant statutory requirements and standards (such as O-Norm – Austrian Standards) applicable in Austria. He shall similarly guarantee all goods and components supplied and/or services rendered but not manufactured or performed by himself. The goods shall be accepted by means of inspection at their definite use (e.g. in the case of plant) or at the time materials are put to use. The agreed warranty period shall only commence at perceptibility of defects. Any warranty claims for faulty goods shall then be made within 14 days. Without prejudice to our rights, in the event of a warranty claim we shall be entitled to require at our discretion replacement free of charge, elimination of the defect free of charge or a suitable price reduction, or that the defect be repaired at the supplier's expense after prior notification. The supplier shall supply, unsolicited, storage and operating instructions with the delivery. Failure to comply with these provisions shall render him responsible for any damage caused by the ignorance of the said instructions. The supplier declares to ensure the supply chain security according to standards of the Community Customs Code.

### 10. Production documentation and specifications

Specifications, samples, models, drawings, artwork and other aids shall remain our material and intellectual property, over which we shall enjoy right of free disposal. These aids may only be used to execute our orders and shall not be made accessible or handed over to third parties outside the company. Unless agreed otherwise, they shall be returned free of charge after dispatch of the order.

### 11. Patents

The supplier shall keep us harmless against claims from patent disputes arising from the delivery and shall guarantee us unrestricted de facto and de jure use of the goods supplied.

### 12. Place of performance

Unless otherwise agreed, the place of performance shall be the destination (place of delivery) specified in the order.

### 13. Applicable law

These conditions shall be construed and interpreted exclusively according to Austrian law, the UN-Convention on Contracts for the International Sales of Goods and Conflict of Laws provisions of International Private Law excluded.

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