

1. Conclusion of a transaction

- 1.1 Unless otherwise agreed, all orders by Schrack Seconet AG (for deliveries and/or services) shall be governed by these General Terms and Conditions. Any terms of delivery or general terms by the Supplier shall be invalid even when Schrack Seconet AG does not expressly object to them.
- 1.2 Order acknowledgements shall be promptly sent to the purchase department of Schrack Seconet AG, stating the order number. If the Supplier fails to do so, this shall be deemed to be the Supplier's tacit approval of the content of the order placed by Schrack Seconet AG.
- 1.3 All orders, arrangements or other statements shall be made in writing in order to be valid. All orders, modifications and supplements shall be legally binding only when made in writing by the purchase department of Schrack Seconet AG. Any statements made by other persons may be invoked by the Supplier only when confirmed in writing by the purchase department.

2. Delivery periods and delivery dates

- 2.1 Delivery periods shall commence on the day when Schrack Seconet AG places its order and shall be deemed to be fixed, unless otherwise agreed. They may be waived solely by force majeure events to the extent that such have caused the delay and Schrack Seconet AG has been immediately informed of the occurrence of such event. In such a case, the delivery period shall be extended by the delay caused by the event. If such an event occurs for more than one month, Schrack Seconet AG shall have the right to rescind the contract and the Supplier shall not be entitled to assert any damages.
- 2.2 Unless otherwise agreed in writing, deliveries shall be made free of charge to the address specified in the order. The delivery date shall be the date on which the delivery/service as ordered has been completely performed.
- 2.3 If the agreed delivery period is not complied with the Supplier shall be obliged, regardless of whether or not it is at fault (except in cases of force majeure) to pay a penalty of 1% (one percent) of the total price of the relevant order for each week commenced, but altogether not more than 10% (ten percent). If the agreed delivery period is exceeded by more than 3 (three) weeks, Schrack Seconet AG shall have the right to rescind the contract without notice and without granting a period of respite. If the contract is rescinded due to the Supplier's default, the Supplier shall pay a penalty of at least 10% (ten percent) of the contractual value. If Schrack Seconet AG can provide proof of a loss in excess of this penalty, such loss shall also be compensated by the Supplier. The Supplier shall be liable for its subcontractors.

3. Packaging

- 3.1 The packaging shall be licenced in accordance with the provisions of the Verpackungsverordnung (Packaging Ordinance VerpackVO), so that it can be disposed of in a territory-wide collection and utilisation system. Austrian suppliers must therefore furnish their ARA licence number already when submitting their quotation. The ARA licence number shall be stated in the invoice.

4. Invoicing

- 4.1 Invoices shall show the order number as well as classification and identification of the goods as used by Schrack Seconet AG. Any losses caused to Schrack Seconet AG from invoices not made out in accordance with these rules shall be borne by the Supplier. Schrack Seconet AG reserves the right to return such invoices without processing them. In such case, until receipt of the properly corrected invoice the rejected invoice shall be deemed not to have been received and therefore not due and payable.

5. Payment

- 5.1 Unless otherwise agreed all prices shall be fixed prices.
- 5.2 The payment period shall commence on the day the invoice or good has been received whichever date is the latest. Payment shall be made subject to freedom from defects and completeness of the delivery/service, within 2 (two) weeks at a discount of 3% (three percent) or 30 (thirty) days net, unless otherwise agreed.
- 5.3 Payment shall not mean that the delivery/service has been correctly made nor that any claims are waived.
- 5.4 Schrack Seconet AG shall be entitled to retain for 30 (thirty) days after the warranty period a bond of an agreed amount as a guarantee for claims of warranty and damages.

6. Title

- 6.1 Title to the delivered goods shall pass to Schrack Seconet AG on their handing-over. No reservation of title on the part of the Supplier shall apply.

7. Specimens

- 7.1 Drawings, specifications, artwork, gauges, models, tools, moulds and similar objects shall be owned by Schrack Seconet AG and shall be returned in proper condition upon delivery of the order at the latest. Such objects as well as any goods produced from them shall not be passed on to a third party nor used for such third party or for advertising purposes, except with the consent of Schrack Seconet AG. Any violation shall entitle Schrack Seconet AG to assert damages and to rescind all delivery contracts made. Tools, moulds, casting patterns, etc. shall remain or become the property of Schrack Seconet AG when the cost of making them is partly or wholly included in the price.
- 7.2 The specimens shall be kept ready for use at all times and shall be useable at any time for proper production. The storekeeper shall be fully liable for outflows, damage, etc. and shall also procure insurance coverage for the specimens. Any gauges and templates provided by Schrack Seconet AG may be used only for checking during production. Working gauges shall be made by the Supplier. If the Supplier has problems in production, delays deliveries for a long period, etc., Schrack Seconet AG shall be entitled to demand that the moulds etc. paid by it in whole or in part are handed over to it free of charge. Moulds, etc. owned by the Supplier shall be offered by it for purchase by Schrack Seconet AG.

8. Non-disclosure and data security

- 8.1 The Supplier undertakes not to disclose any information regarding Schrack Seconet AG (data, figures, addresses, etc.) obtained by it due to negotiations or during the actual business relationship. If the Supplier fails to comply with this obligation, Schrack Seconet AG shall be entitled to claim damages. The Supplier furthermore undertakes to bind all persons who have access to such information to the same non-disclosure obligation.
- 8.2 The Supplier warrants that any and all data transmitted in the course of the business transaction are processed in compliance with the relevant data protection laws, including but not limited to the General Data Protection Regulation (Regulation EU 2016/679) and that it has obtained all data sent to Schrack Seconet AG in a proper manner. To the extent that Schrack Seconet AG receives personal data from the Supplier, it undertakes to process such solely in compliance with the relevant data protection laws and the General Data Protection Regulation.

9. Warranty

- 9.1 The Supplier warrants the unrestricted use as intended, proper quality and performance of all properties promised. Any deviation of the delivery/service from such characteristics shall constitute a defect. The warranty period shall commence on the day of takeover and shall be 24 (twenty-

four) months for movables and 36 (thirty-six) months for immovables.

- 9.2 Section 377 of the Business Enterprise Code UGB (obligation to promptly examine and complain of a defect) shall not apply. Warranty claims shall be considered to have been asserted in good time when Schrack Seconet AG sends the Supplier a complaint of the defect in writing within the above warranty period.
- 9.3 If the supplied goods/rendered services are defective, Schrack Seconet AG shall be entitled to choose either rescission of the contract, reduction of the purchase price or removal of the defect by way of remedying or a new delivery. Remedying or the delivery of a replacement shall be made promptly and at the Supplier's cost. In an urgent case, Schrack Seconet AG shall be entitled at the Supplier's cost to remedy the defect itself or have it remedied by a third party. If a defective good is replaced, a new warranty of the same period as applicable for the original delivery shall commence upon delivery of the replacement or its installation.
- 9.4 In the event that partial deliveries have been agreed, Schrack Seconet AG shall reserve the right to cancel deliveries not yet made if a former delivery did not comply with specifications.
- 9.5 If the delivered goods cannot be used by Schrack Seconet AG due to their defectiveness, the Supplier shall pay a penalty as provided in Item 2.3 above for the period until the defect has been remedied. If the contract is rescinded the penalty payable shall be at least 10% of the contract value.
- 9.6 If Schrack Seconet AG furnishes proof of a loss in excess of the penalty, such loss shall be compensated by the Supplier. The Supplier shall be liable for its subcontractors.

10. Safety regulations

- 10.1 The Supplier undertakes to comply with any and all safety regulations applicable in Austria, including, without limitations, the Electric Engineering Act of 1992 as amended and any and all regulations based on said Act, the applicable ÖVE and VDE regulations, Austrian Standards and DIN Standards as well as the generally accepted rules of technology, and to furnish proof of holding the requisite certificates, if any.
- 10.2 All products supplied shall comply with all applicable laws, which requirement shall be checkable and verifiable. This shall apply, without limitations, to directives/laws on the restriction of the use of certain hazardous substances in electrical and electronic equipment (Directive 2011/65/EU, Regulation 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)), import and export laws and regulations, economic sanctions, embargos, etc.
- 10.3 The Supplier undertakes to properly affix a CE mark and to hand over an EU Declaration of Conformity (DoC).
- 10.4 Any and all documents shall be supplied to Schrack Seconet AG in their original language and in a German translation, without further request and in their full scope, free of charge and with a reference to the Schrack Seconet product designation.
- 10.5 In the event of a product change (e.g. in its substances or production processes) or change in proof required for the conformity assessment procedure, the Supplier shall inform Schrack Seconet AG in good time and in writing.

11. Export checks and customs

- 11.1 The Supplier undertakes to inform Schrack Seconet AG in its business documents, upon submitting its quotation but upon order acknowledgement at the latest, of any permits required for (re)exporting its goods under Austrian, European or US export and customs schemes and the export and customs schemes of the country of origin of its goods.
- 11.2 Upon request of Schrack Seconet AG, the Supplier undertakes to inform Schrack Seconet AG in writing of all further export data regarding its goods and their components and to promptly inform Schrack Seconet AG in writing of any changes in permits required for its goods supplied to Schrack Seconet AG due to technological, legal or government findings.

12. Subcontracting

- 12.1 Subcontracting of orders by Schrack Seconet AG to a third party shall require the latter's express consent in writing. The Supplier shall be forbidden to disclose drawings, specimens or other work tools. Any infringement shall entitle Schrack Seconet AG to immediately rescind the contract and to assert damages. Any indication of a business relationship with Schrack Seconet AG shall require the latter's prior consent in writing.

13. Industrial property rights

- 13.1 The Supplier shall indemnify and hold Schrack Seconet AG harmless against any actual or alleged claims under third party industrial property rights regarding its deliveries/services.

14. Changes of ownership, insolvency

- 14.1 In the event of any threatened insolvency proceedings or change of ownership of the Supplier, it shall promptly and fully inform Schrack Seconet AG thereof. If insolvency proceedings are instituted against the Supplier's assets or are rejected due to lack of assets, and in the event of a change of ownership, Schrack Seconet AG shall be entitled to promptly dispose of any deliveries stored with the Supplier or its subcontractor(s) and/or to rescind the contract in whole or in part.

15. Place of performance

- 15.1 The place of performance shall be the destination of the delivery/service; the place of performance for payments shall be Vienna.
- 15.2 Delivery and shipment shall, as a rule, be made at the Supplier's cost and risk. If, however, the Parties agree that Schrack Seconet AG assumes the transport risk, such as for deliveries ex works, then the Supplier undertakes to guard the interests of Schrack Seconet AG by exercising the care of a prudent businessman and, if necessary, promptly assert all claims for loss, reduction or damage of the goods, etc. vis-à-vis the carrier and, upon the request of Schrack Seconet AG, promptly cede them to Schrack Seconet AG regardless of the Supplier's liability.

16. Jurisdiction, applicable law

- 16.1 Any disputes arising from or in connection with these General Terms and Conditions and the resulting delivery contract shall be settled by the competent court in the First District of Vienna, Austria.
- 16.2 The legal relationship shall be governed by Austrian law, and the Parties agree to exclude application of the UN Sales Convention (UNCITRAL).

Issued February 2019