

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. SCOPE OF APPLICATION

- a. These General Terms and Conditions of Purchase shall apply – unless expressly agreed otherwise in writing – to all deliveries of goods and/or the provision of other services (e.g. services) to Lechner GesmbH, W. Lubas Spezialplastik Kunststoffverarbeitung und Formenbau Ges.m.b.H, as well as their affiliated companies (hereinafter jointly referred to as “Lechner”, “we” or “us”) within the framework of business relationships with entrepreneurs (hereinafter referred to as the “Contracting Partner”).
- b. Any deviating, conflicting or supplementary general terms and conditions of the Contracting Partner shall not become part of the contract, even if Lechner does not expressly object to them. Acts performed by Lechner in fulfillment of the contract shall not be deemed consent to any terms and conditions of the Contracting Partner that deviate from these General Terms and Conditions of Purchase.
- c. These General Terms and Conditions of Purchase shall also apply to all future orders and contracts between the parties, provided that they have been expressly agreed in the course of a prior business transaction, even if they are not expressly referred to again in each individual case.
- d. The contractual relationship between Lechner and the Contracting Partner shall be governed by these General Terms and Conditions of Purchase as well as by any other agreements concluded in writing. Any amendments, supplements or deviating arrangements shall only be valid if agreed in writing. This shall also apply to any waiver of the written form requirement itself.

### 2. OFFER AND CONCLUSION OF CONTRACT

- a. Offers submitted by the Contracting Partner shall be free of charge and binding upon the Contracting Partner. The Contracting Partner shall be bound by its offer for a period of **six (6) months** from the date of receipt by Lechner.
- b. In its offer, the Contracting Partner shall strictly adhere to the content of Lechner’s request, in particular with regard to the quantity, quality of the goods and the manner of performance.
- c. A contract shall only be concluded upon Lechner’s written order. The written form requirement shall also be satisfied by transmission via e-mail or telefax. Any special agreements – including those made with representatives or agents of Lechner – shall only become effective upon Lechner’s explicit written confirmation.
- d. If the Contracting Partner’s order confirmation deviates in any respect from Lechner’s order, Lechner must be expressly and explicitly notified of such deviation in writing. In this case, the amended order shall only become effective upon Lechner’s explicit written approval. If no mutually agreed order confirmation is reached within **fourteen (14) days**, Lechner reserves the right to withdraw from the order.
- e. All documents provided in the course of the quotation or project execution – in particular offers, drawings, samples (or sample parts), software, technical documentation and execution documents – shall be treated as confidential. They may neither be reproduced nor made accessible to third parties

without Lechner’s prior written consent. All rights to such documents shall remain with Lechner. Upon request, they shall be returned at any time. If no order is placed, they shall be returned to Lechner immediately and without being requested.

- f. On all documents addressed to Lechner – in particular order confirmations, shipping notices, delivery notes and invoices – the Contracting Partner shall fully state the respective order number, order date, item number as well as all information used by Lechner for the clear identification of the order. In the case of call-off orders, the respective details of the specific call-off shall additionally be stated.
- g. Any amendments or supplements to the contract shall only be legally valid if they have been expressly confirmed by Lechner in writing.

### 3. PRICES

- a. The prices stated in the order or agreed with the Contracting Partner shall be deemed binding fixed prices. Changes to the delivery date – including in the case of call-off orders – shall not entitle the Contracting Partner to any price adjustments. Price escalation or price adjustment clauses shall not be accepted by Lechner.
- b. Changes in the economic framework conditions (regardless of country), such as tax or duty-related changes, collective bargaining agreement adjustments, changes in interest rates, delivery cost changes, increases in material prices or similar circumstances, shall not entitle the Contracting Partner to make any subsequent price adjustments up to the time of delivery.
- c. Unless expressly agreed otherwise in writing, all prices shall be delivered duty paid to Lechner – including packaging, transport insurance and all ancillary costs – but excluding statutory value added tax (VAT). Any fees, taxes or other public charges associated with the delivery shall be borne by the Contracting Partner.

### 4. DELIVERY

- a. The delivery and call-off dates stated in the order or agreed with the Contracting Partner shall be binding. If no specific delivery date is specified, the delivery period shall commence on the date of the order.
- b. Unless expressly agreed otherwise in writing, delivery shall be made **free of freight, packaging, customs duties and charges** to the place of receipt specified by Lechner. Lechner shall not be obliged to accept shipments sent freight collect or with unpaid charges.
- c. Compliance with the delivery deadline shall be determined by the actual receipt of the goods by Lechner or at the agreed place of receipt. The Contracting Partner shall be obliged to inform Lechner immediately in writing as soon as it becomes apparent that the agreed delivery date cannot be met.
- d. Lechner shall be entitled to request or call off partial or advance deliveries. However, Lechner shall not be obliged to accept partial or advance deliveries unless an advance delivery has been expressly agreed in writing.
- e. If the Contracting Partner is in default with delivery, Lechner shall be entitled, in addition to performance of the contract, to claim a **contractual penalty**, irrespective of fault and without the need to prove actual damage. The contractual penalty shall amount to **1% of the order**

**value per commenced week of delay**, up to a maximum of **10% of the total order value**. Any further claims for damages in the event of fault on the part of the Contracting Partner shall remain unaffected. In all other respects, the statutory provisions shall apply.

- f. The Contracting Partner shall be obliged, at its own expense, to package and load the goods in such a manner that they are adequately protected during transport against loss, damage and any danger to persons, operating equipment or other property. The Contracting Partner shall be fully liable for any damage resulting from inadequate packaging or improper loading. In the event of transport damage, Lechner shall return the damaged goods freight collect. The handling and settlement of any transport damage with the carrier or freight forwarder shall be the sole responsibility of the Contracting Partner. Packaging materials shall only be returned by express agreement and always at the expense of the Contracting Partner.
- g. If unforeseeable, unavoidable events or events not attributable to Lechner occur – such as operational disruptions, governmental interventions, strikes, traffic obstructions, customs delays or force majeure – Lechner shall be released from its obligation to accept the goods for the duration and to the extent of the effects of such events. In such cases, the Contracting Partner shall have no claims to payment or damages.

#### 5. TRANSFER OF RISK AND PLACE OF PERFORMANCE

- a. The risk shall pass to Lechner only once the goods have arrived at the place of receipt designated by Lechner. If delivery includes installation or assembly, the transfer of risk shall take place only upon acceptance of the installed or assembled goods by Lechner. This shall also apply in the case of partial deliveries or where transport is organized or carried out by Lechner.
- b. The place of performance for deliveries and other services shall, at Lechner's discretion, be either Lechner's registered office (A-2540 Bad Vöslau, Flugfeldstraße 55) or the place of receipt designated by Lechner.

#### 6. PAYMENT

- a. Unless otherwise agreed in writing, payments shall be made, at Lechner's discretion, either within **30 days** or within **90 days net**, calculated from the later of the date of receipt of the goods or the date of receipt of the invoice.
- b. Lechner shall only recognize incoming invoices that **clearly state the applicable value added tax (VAT)**.
- c. If the Contracting Partner is in default with an agreed performance or delivery dates, Lechner shall be entitled – in addition to all other statutory or contractual rights – to withhold due payments until full performance has been rendered. Any withdrawal from the contract by Lechner shall only be effective if expressly declared in writing.
- d. Lechner shall be entitled to set off its own claims against claims of the Contracting Partner. The set-off shall become effective if it is notified to the Contracting Partner in writing within the payment period.
- e. The Contracting Partner shall only be entitled to set off its own claims against claims of Lechner if and to the extent that such claims have been **acknowledged by Lechner or finally adjudicated by a court**. The same shall apply to any right of retention asserted by the Contracting Partner.
- f. For the purpose of securing its claims, including claims arising from other legal transactions, Lechner shall be entitled to withhold payments until all outstanding claims arising from the business relationship have been

fully settled

- g. Lechner shall be entitled to refuse or withhold its own performance as long as no adequate security for the counterperformance has been provided, even if the relevant claims are not yet due. This shall apply in particular if, due to the financial situation of the Contracting Partner, the counterperformance appears to be at risk, for example in the event of an application for or the opening of insolvency proceedings, the rejection of such proceedings due to insufficient assets, a de facto cessation of payments, an attempt at an out-of-court settlement with creditors, or unsuccessful enforcement measures against the assets of the Contracting Partner.

#### 7. WARRANTY

- a. If Lechner accepts the goods without reservation, the following provisions (items **b to i**) may also apply at Lechner's discretion.
- b. The delivered goods or the services rendered must possess the warranted characteristics and the properties required by Lechner, fulfill the agreed functions, and comply with the current state of the art. They must be free from defects that would eliminate or impair their value or suitability for the ordinary, intended or expressly communicated purpose known to Lechner.
- c. The quality, dimensions and weights of the delivered goods shall be governed exclusively by the applicable standards. All deliveries and services must, at the time of transfer, fully comply with the statutory accident prevention regulations and the applicable safety requirements, including **CE conformity**, where required.
- d. If the goods do not possess the warranted or required characteristics specified by Lechner, if the delivered products do not comply with accident prevention regulations or other safety requirements, or if there are any other defects or deficiencies, Lechner shall be entitled – **regardless of the extent or severity of the defect** – at its own discretion to take appropriate measures,
- to demand the remedy of the defect by repair or by supplying the missing elements; or
  - to require the replacement of the defective goods; or
  - to claim a reduction of the price; or
  - to exercise the right of rescission (immediate termination of the contract)

All claims of Lechner for damages due to defects, costs of remedying defects, as well as for direct and indirect consequential damages caused by the defect shall remain unaffected.

- e. If the Contracting Partner fails to fulfill its warranty obligations within a reasonable period of time or refuses to do so altogether, Lechner shall be entitled to remedy the existing defects itself at the expense of the Contracting Partner, have them remedied by third parties, or procure replacement otherwise. In particularly urgent cases – for example in the event of an imminent production stoppage – Lechner may arrange for remedial measures without prior notice or grace period, likewise at the expense of the Contracting Partner.
- f. If defects cannot be remedied directly at the place of use, the Contracting Partner shall bear all resulting transport costs.
- g. Lechner shall be entitled to notify obvious defects within **four (4) weeks** after acceptance of the goods without reservation. Hidden defects may be asserted within **two (2)**

**weeks** after their discovery. Hidden defects shall also include defects that become apparent only during normal processing or commissioning in the ordinary course of business operations.

- h. The foregoing warranty provisions shall also apply if the Contracting Partner installs or assembles the goods on behalf of Lechner. In such cases, the warranty period shall commence upon the unconditional acceptance of the fully installed or assembled goods by Lechner or by Lechner's customer on the basis of a written acceptance report.
- i. Any exclusions or limitations of liability asserted by the Contracting Partner – in particular with regard to warranty or damages – shall not be recognized by Lechner unless they have been expressly agreed in writing. This shall apply, inter alia but not exclusively, to provisions providing for a statutory reversal of the burden of proof to the detriment of Lechner, a shortening of statutory limitation periods, or the exclusion of recourse claims pursuant to **Section 933b of the Austrian Civil Code (ABGB)**.
- j. The warranty period shall be two (2) years from the date of Lechner's unconditional acceptance of the goods, unless a longer statutory period is provided by law. The Contracting Partner shall be liable for defects that already existed at the time of delivery. If a defect occurs during the warranty period, it shall be presumed, unless proven otherwise, that the defect already existed at the time of delivery.

#### **8. WITHDRAWAL FROM THE CONTRACT**

- a. Without prejudice to any further rights, Lechner shall be entitled to withdraw from the contract if delivery proves to be impossible or continues to be delayed despite the granting of a reasonable grace period. The same shall apply if the Contracting Partner refuses performance or is manifestly unable to perform within a reasonable period of time. Furthermore, Lechner shall have the right to withdraw if justified doubts arise regarding the Contracting Partner's solvency and the Contracting Partner fails to provide adequate security upon Lechner's request. In all such cases, the Contracting Partner shall be obliged to compensate Lechner for all resulting disadvantages as well as for lost profits.
- b. Unless expressly agreed otherwise in writing, the delivery or service shall be deemed indivisible. In such cases, Lechner shall therefore be entitled, for the reasons stated above, to withdraw from the contract in full or to declare a partial withdrawal with respect to any outstanding part of the delivery or service.
- c. If an application for the opening of insolvency proceedings is filed against the Contracting Partner, the contract shall be deemed terminated.

#### **9. PROVISION OF TOOLS AND MODELS**

- a. If the order includes the assumption of tool or model costs, the Contracting Partner hereby transfers ownership of the tools and models manufactured or procured by it to Lechner once such tools and models have been paid for in full by Lechner. In the case of tools and models that have only been partially paid for by Lechner, Lechner shall acquire co-ownership in proportion to the amount of its payments in relation to the total value. Tools, models, as well as software, drawings, samples or similar items provided by Lechner shall at all times remain the sole property of Lechner.
- b. The Contracting Partner undertakes to use tools, models, as well as software, drawings, samples or comparable materials that have been paid for or provided wholly or predominantly by Lechner exclusively for the manufacture of the goods ordered by Lechner. Any transfer to third parties is excluded, and upon

completion of the order, such items shall be returned to Lechner immediately.

The Contracting Partner shall ensure that the tools and models belonging to Lechner are adequately co-insured under its existing insurance policies against damage caused by fire, storm, burglary and vandalism. The Contracting Partner hereby assigns its claims arising from such insurance to Lechner, and Lechner hereby accepts this assignment.

- c. The Contracting Partner shall be obliged to carry out all necessary maintenance, inspection and repair work on the tools and models in a timely manner and at no cost to Lechner.

#### **10. RETENTION OF TITLE**

- a. Lechner shall not recognize any retention of title provisions that go beyond the simple retention of title or that extend or expand such retention of title in any way.

#### **11. LIABILITY, INDEMNIFICATION, INSURANCE COVERAGE**

- a. Unless otherwise agreed in writing, Lechner shall be entitled to claim reimbursement of all direct and indirect costs arising from defective deliveries, delivery delays or other breaches of contract by the Contracting Partner. Such costs shall include, inter alia but not exclusively, costs incurred in preventing damage, implementing preventive measures or carrying out recall actions. Where possible and reasonable, Lechner shall inform the Contracting Partner in advance of the nature and scope of any planned recall measures and grant the Contracting Partner the opportunity to comment. If no response is received within a reasonable period of time and no mutual agreement is reached, the recall measures carried out by Lechner shall be deemed objectively justified and caused by the defect, unless the Contracting Partner proves otherwise. Any further statutory claims of Lechner shall remain unaffected.
- b. The Contracting Partner undertakes to fully indemnify and hold Lechner harmless, upon first demand, from all third-party claims and the associated costs, including any necessary legal enforcement costs.
- c. Upon Lechner's request, the Contracting Partner shall be obliged, at its own expense, to join any legal dispute with a third party. Furthermore, the Contracting Partner shall actively support Lechner, likewise at its own expense, in all legal disputes related to its deliveries or services, as well as in administrative proceedings and investigations, and shall provide all necessary documents, witness statements and other evidence.
- d. The Contracting Partner shall be obliged to maintain a public liability insurance policy with a lump-sum coverage amount of at least EUR 5 million for personal injury and property damage. The insurance coverage must also include damages occurring outside Austria.
- e. In addition, the Contracting Partner shall take out a recall cost insurance policy, including extended coverage for product recalls, with a minimum coverage amount of EUR 5 million. This insurance coverage must also apply to loss events occurring outside Austria.
- f. Upon request, the Contracting Partner shall provide Lechner with either a copy of the relevant insurance policy or a written confirmation issued by the insurance company.

#### **12. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT**

- a. All intellectual property rights, in particular copyrights, industrial property rights, know-how, software, processes, as well as execution documents such as plans, sketches, technical documentation, instructions, samples,

prototypes, catalogs, brochures, illustrations and comparable materials, shall at all times remain the exclusive property of Lechner or Lechner's licensors and shall be subject to the applicable statutory provisions for protection against reproduction, imitation, unfair competition and similar regulations.

- b. The Contracting Partner warrants that the goods supplied by it are free from third-party rights.
- c. The Contracting Partner undertakes to fully indemnify and hold Lechner harmless, upon first demand, from all third-party claims asserted due to an infringement of intellectual property rights. This shall include all costs incurred and necessary expenses in connection with legal enforcement, unless the Contracting Partner is not responsible for the infringement..

### 13. DATA PROTECTION

- a. The Contracting Partner undertakes to comply with all applicable data protection regulations, in particular the **EU General Data Protection Regulation (GDPR)**, and shall indemnify and hold Lechner harmless from any claims for damages and legal actions arising in this context.
- b. Both parties undertake to treat all information obtained in the course of their business relationship as strictly confidential and not to disclose such information to third parties.

### 14. CODE OF CONDUCT and COMPLIANCE

- a. The Contracting Partner undertakes to act responsibly and to uphold the highest ethical standards. The Contracting Partner shall comply with the principles set out in Lechner's Code of Conduct (available on Lechner's website) or with at least equivalent standards. In particular, the Contracting Partner undertakes to introduce and implement appropriate rules and measures within its organization that meet the requirements of Lechner's Code of Conduct.
- b. Lechner shall be entitled, upon reasonable prior notice, to verify compliance with principles equivalent to those set out in the Code of Conduct, in particular with regard to human rights and environmental protection. For this purpose, the Contracting Partner shall permit on-site audits at its premises. Such audits shall be conducted in coordination with the Contracting Partner, while safeguarding trade secrets and in compliance with applicable data protection laws. The Contracting Partner undertakes to respond appropriately to any deficiencies identified and to implement agreed corrective measures.
- c. The Contracting Partner undertakes, to the best of its efforts, to ensure that its own business partners and subcontractors also comply with the aforementioned principles and implement appropriate rules and measures within their respective areas of responsibility.
- d. Any violation of these provisions or of the Code of Conduct shall be deemed a material breach of contract. In the event of suspicion or determination of non-compliance, Lechner shall be entitled to request information and, in coordination with the Contracting Partner, to require corrective measures within a reasonable period of time. If no remedy is provided or if a serious violation exists, Lechner shall be entitled to terminate the contractual relationship extraordinarily and with immediate effect.

### 15. GENERAL PROVISIONS

- a. Should any provision of this contract be or become

wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, a provision **shall be deemed agreed that most closely approximates the economic purpose** of the original provision in a legally permissible manner.

- b. To the extent that no specific provision is made in these terms and conditions, the relevant statutory provisions shall apply exclusively.
- c. For any disputes arising between the Contracting Partner and Lechner, the court having subject-matter jurisdiction in Wiener Neustadt, Austria, shall be agreed as the place of jurisdiction. However, Lechner shall also have the right to bring legal action before the court having jurisdiction over the Contracting Partner.
- d. This contract shall be governed exclusively by the substantive law of the Republic of Austria, to the exclusion of the conflict-of-law rules of private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG, UN Sales Law) is excluded.