

HAUSER GMBH

General terms and conditions

A. General provisions

1. Scope

- 1.1 All services by HAUSER GmbH, Am Hartmayrgut 4-6, A-4040 Linz, Austria, and by its affiliated companies (HAUSER) are provided solely on the basis of the conditions set out below, which are acknowledged by the business partner upon conclusion of the contract. The conditions set out below shall apply to all business transactions. They shall also apply to any future commercial relationships, even if they are no longer explicitly agreed upon. Other provisions, including in particular the general terms and conditions of the business partner, shall not form part of the contract, even if they are not explicitly rejected. Any alterations or additions to these conditions or collateral agreements thereto must be made in writing in order to be legally effective. The written form requirement may only be waived by way of written agreement. The equivalent of the written form shall be any declaration made using a medium enabling a form of storage that allows the inspection and unchanged reproduction of the declaration in question. This includes in particular fax or email.
- 1.2 With regard to the relevant cases, the terms and conditions for sales, deliveries and services (B) and for purchasing (C) shall apply in addition to and with priority over the general provisions (A).

2. Estimates, quotes and conclusion of contract

- 2.1 There shall be no liability assumed for the accuracy of estimates provided by HAUSER. Estimates by business partners of HAUSER shall be provided with a guarantee regarding their accuracy.
- 2.2 The transaction shall come into effect upon submission of the quote by Hauser and written acceptance thereof by the business partner and receipt thereof by HAUSER or, in cases involving verbal acceptance by the business partner, upon the business partner's receipt of the order confirmation from HAUSER. Any deviations in the order confirmation from the content of the quote or the declaration of acceptance must be notified in writing by the business partner within three working days. Otherwise such deviations are considered to be agreeable to the business partner.
- 2.2 Quotes by the business partner shall require explicit written confirmation by HAUSER in order to be accepted.

3. Supplementary provisions

- 3.1 The deliveries and services of HAUSER's business partner must be in line with the state of the art and with the rules of engineering applicable at the time the delivery is made or the service is provided at the place of delivery or performance. The deliveries and services are in line with the rules of engineering if they are in line with the various national and supranational statutory provisions applicable at the time the delivery is made or the service is provided at the place of delivery or performance. If the state of the art deviates from the rules of engineering in such a way that the rules of engineering are not complied with, or if the business partner's deliveries or services do not comply with the rules of engineering applicable at the time the delivery is made or the service is provided at the place of delivery, or if the latter is not in line with the state of the art, the business partner must inform and warn HAUSER in a provable way and in a competent manner about such situation at the earliest possible opportunity, i.e. via an easy-to-understand explanation of the deviations and the consequences in question.
- 3.2 If claims are submitted against HAUSER or members of official bodies at HAUSER or employees or representatives of HAUSER under civil, criminal or administrative criminal law due to the fact the deliveries and services of the business partner are not in line with the rules of engineering and the state of the art, the business partner shall hold HAUSER harmless without restriction.
- 3.3 Additionally, the respectively valid INCOTERMS shall apply to export orders. In the absence of any deviating agreement, deliveries by HAUSER shall be made "ex works HAUSER" and deliveries to HAUSER shall be made "ddp HAUSER".
- 3.4 In the event of any conflict between the regulatory regimes, the following sequence shall apply: (1) mandatory provisions, (2) negotiated contractual agreements between the Parties, (3) the provisions contained in these General Terms and Conditions and (4) the INCOTERMS, as amended.

4. Set-off; retention

- 4.1 The set-off or assertion of retention rights by the business partner shall only be permitted as a result of counterclaims by HAUSER that are legally related to the claim and legally established by a court, or that have been explicitly acknowledged in writing by HAUSER. The business partner's retention rights shall only exist if its claim relates to the same contractual relationship.
- 4.2 HAUSER shall be entitled to assign claims arising from the commercial relationship against the business partner to a third party, either in full or in part.

5. HAUSER's liability

- 5.1 Unless otherwise specified, HAUSER shall only be liable for losses – regardless of the legal grounds involved – resulting from the breach of material contractual obligations; HAUSER's liability is therefore limited to typical losses that were foreseeable at the time the contract was concluded. If the loss is covered by an insurance policy taken out by the business partner for the insured claim, HAUSER shall only be liable for any losses that cannot be compensated for by such policy (e.g. higher insurance premiums, interest losses until the claim is settled by the insurance company or the business partner's excess).
- 5.2 With regard to damage that has not occurred to the delivery item itself, HAUSER shall only be liable – regardless of the legal grounds involved – in cases involving intent and gross negligence, if the defect in question was maliciously concealed or defect-free status was guaranteed.

- 5.3 The aforementioned restrictions of Clauses 5.1 and 5.2 shall not apply to cases involving harm to life, limb or health. Any liability according to mandatory statutory provisions shall remain unaffected.

6. Data protection

The business partners' personal data shall be stored and processed in accordance with the various statutory provisions within the scope of the intended purpose of the contractual relationship.

7. Applicable law; place of performance and jurisdiction

- 7.1 Unless otherwise agreed, Austrian law applies to the exclusion of the terms of the United Nations Convention on Contracts for the International Sale of Goods.
- 7.2 The place of performance for all payments shall also be the registered office of HAUSER, including in cases where delivery is to be made to a different location in accordance with the agreement. By way of derogation from this, the place of performance for deliveries supplied and services provided by the business partner shall be the destination (place of delivery) specified by HAUSER.
- 7.3 The place of jurisdiction shall be the registered office of Hauser. HAUSER shall also be entitled to assert claims against the business partner before the respective courts competent for the registered office of the business partner.

8. Severability clause

In the event the provisions of these General Terms and Conditions or the contract are or become partly or fully ineffective, void or infeasible, the effectiveness of the remaining provisions shall remain unaffected. The same applies in the case of regulatory gaps (contractual lacuna). The ineffective, void or infeasible provision or the regulatory gap shall be replaced/filled with such reasonable provision as comes closest to the intention of the contracting parties or is deemed to have been intended given the purpose of the contract, had the Parties adequately considered the matter at the time of entering into this contract or when making amendments to it at a later time. The same applies if the ineffectiveness, voidness or infeasibility of a provision is caused by a contractually specified performance or time (deadline or date); in these cases, such performance or time as comes closest to the intentions shall be deemed as agreed between the parties.

B. Sales, deliveries and provision of services by HAUSER

9. Quotes and scope of services

- 9.1 A minimum order volume of € 200.00 shall apply for the sale and delivery of goods.
- 9.2 All projects, quotes, estimates, drawings, dimensional drawings, descriptions and other documents are the intellectual property of HAUSER and protected by copyright. They must not be made accessible by the business partner to any third parties. All information and data contained therein shall be non-binding. The right of HAUSER to make technical amendments remains expressly reserved.
- 9.3 Sample deliveries shall be regarded as average samples. They shall be non-binding. They merely indicate the general appearance of the goods and are unable, by their very nature, to merge together all of the properties and differences in terms of the colour, drawing, structure and framework of the goods.
- 9.4 If the contract relates to goods that are to be provided according to the customer's requirements (custom-made products), the customer's right to withdraw and/or terminate the contract as well as the consideration it owes under such rights shall be in accordance with the various statutory provisions.
- 9.5 If an order remains unexecuted or is otherwise assigned, the ordering party shall be invoiced any fees and costs incurred for project work completed in accordance with the scale of fees for civil engineers (Gebührenordnung für Ziviltechniker), as issued by the Austrian Chamber of Engineers (Österreichische Ingenieurkammer). The right to assert additional claims for damages shall remain unaffected.
- 9.6 It is the responsibility of the business partner to ensure all necessary notifications are sent in a timely manner to the building inspectorate and the trade authority, doing so at its own expense.
- 9.7 HAUSER's fitters shall not be authorised to perform any gas, water or electrical installation work. However, if a fitter carries out such work upon request by the business partner, the fitter shall do so exclusively at the expense and risk of the business partner, and HAUSER shall not be liable for or offer any guarantee regarding such work.

10. Price

- 10.1 The agreed prices are net prices in EUR, net of customs duties, packaging costs and transport insurance, and are stated "ex works" plus the relevant rate of statutory value added tax. Where taxes, customs duties or other duties are reported, they reflect the legal position in effect at the time the quote is submitted. If additional duties are imposed on HAUSER or its suppliers, or such duties reported in the quote increase after the quote is submitted, the business partner must bear these duties and/or increase in said duties.
- 10.2 Unless otherwise explicitly specified, the costs for chiselling and plastering work, digging and backfilling work, temporary arrangements as well as power and water consumption during assembly work, general connection and inspection fees as well as other services that are not explicitly mentioned, are not included in the agreed prices.
- 10.3 If HAUSER has assumed responsibility for installation or assembly work or services, the business partner shall bear all of the necessary ancillary costs in addition to the agreed remuneration. This includes in particular any travel, transportation and overnight accommodation costs as well as overtime payments, bonuses and similar at the rates applicable for this purpose at HAUSER. Where ancillary costs are reported, they reflect the legal position in effect at the time the quote is submitted. In the event of any subsequent changes to the legal position, HAUSER shall be entitled to adjust the remuneration accordingly. The same shall apply in the event of any wage increases arising under the terms of collective wage agreements.
- 10.4 The agreed prices shall only be valid upon execution of the entire service. If materials are provided by the business partner for execution purposes, an action that is only possible subject to the explicit consent of HAUSER, then HAUSER shall be entitled to calculate a flat-rate compensatory amount totalling 15% of the HAUSER list price for the materials provided by the business partner.

- 10.5 HAUSER's prices are calculated on the basis that the delivery and/or assembly work is completed in a single operation. If HAUSER incurs additional costs as a result of interruptions to assembly work attributable to unforeseen circumstances or circumstances for which it was not responsible, such costs may be invoiced to the business partner without any separate notification.
- 10.6 If additional costs are incurred as a result of delays, such as the repeated dispatch and waiting times for fitters, not caused by or for which HAUSER was not otherwise responsible, or the business partner requests overtime or work is carried out on equipment that was not supplied by HAUSER, the relevant additional costs may also be invoiced in line with HAUSER's standard rates in cases involving flat-rate installation as well.
- 10.7 With regard to billing according to hours worked and/or materials used, this must be done immediately after the service is completed. If the business partner is not involved here, it shall therefore acknowledge the volumes as defined by HAUSER.
- 10.8 If HAUSER's service under the terms of the contract is initially provided more than four months after conclusion of the contract, or if the service is provided on the basis of a continuing obligation, then HAUSER shall be entitled to adjust the price if there are changes to procurement costs (including in particular material and wage costs) or public dues. Any adjustment of prices shall be limited to the scope of the change in procurement costs and/or public dues. The reasons for this must be laid down in writing upon request by the business partner. If the adjustment of prices leads to an increase by more than 5% of the total price, the business partner shall be entitled to an extraordinary right of termination.
- 10.9 If prices are not specified upon conclusion of the contract, then the prices applicable at the time the service is provided shall be calculated by HAUSER.

11. Packaging and dispatch

- 11.1 Unless otherwise explicitly agreed, the goods shall be delivered by HAUSER without packaging. If packaging is agreed, the business partner shall bear the costs for this.
- 11.2 If the goods are delivered using pallets, e.g. europallets, such pallets shall be invoiced to the business partner and refunded once returned without any damage and after deduction of a handling charge.
- 11.3 Costs for the transportation and unloading of goods purchased from HAUSER must be borne by the business partner. If delivery is made on a "free site"/"free warehouse" basis, this shall involve delivery without unloading. Such delivery shall require an accessible road suitable for delivery vehicles. The business partner shall be responsible for ensuring this. If unloading is agreed, the goods shall be unloaded from the vehicle.
- 11.4 If HAUSER is responsible for the transportation of goods, its liability shall be limited to the proper and diligent selection of a haulier or freight carrier. A transport insurance policy shall only be taken out for the business partner's order and at the latter's expense.
- 11.5 The risk shall pass to the business partner upon handover to the haulier, freight carrier or business partner itself, this applying no later than the departure of the contractual item from our factory and/or warehouse. This shall also apply in the event of any freight-free deliveries and/or partial deliveries, including in cases where items are dispatched by HAUSER using its own vehicles. A shipment that is not accepted by the business partner shall be stored away at the business partner's own expense.
- 11.6 The business partner must examine the delivery item upon handover and, under exclusion of any other relevant claims, request identification of the damage resulting from the transport company, as well as notify HAUSER immediately thereof in writing. The delivered goods must be accepted by the business partner in turn for confirmation and stored at the business partner's risk locked away in a dry room until being assembled. The business partner shall also assume liability for any equipment parts already assembled.
- 11.7 Minor damage, such as paint damage and scratches, that does not have any impact on the functionality of the delivered goods, shall be regarded as transport damage; the business partner may not assert any legal claims against HAUSER arising from such damage.

12. Service schedules; partial deliveries

- 12.1 The service schedules specified by HAUSER are non-binding. At the same time, HAUSER shall strive to adhere to these schedules where possible.
- 12.2 If a binding service schedule is agreed and the service content is subsequently amended, an appropriate extension to the service schedule for the entire order shall be regarded as agreed, taking effect from the moment the change to the contract becomes legally valid.
- 12.3 A HAUSER service schedule shall commence upon the entry into force of the legal transaction, but not before the definitive clarification of all details relevant to fulfilment of HAUSER's performance obligation, and not before fulfilment of all financial advance payment obligations assumed by the business partner, including in particular the arrangement of advance payments or handover of bank guarantees, and not before the business partner's fulfilment of the technical or structural requirements necessary for the delivery and/or assembly work.
- 12.4 In the event of force majeure, such as war, labour disputes, exceptional weather conditions etc., HAUSER shall be entitled to postpone the delivery date by the duration of the hindrance in question and appropriate period for renewed start-up of operations, or to withdraw from the contract, either in full or in part, as a result of the unfulfilled part.
- 12.5 Partial deliveries shall be permitted. Each partial delivery shall be regarded as an independent delivery with regard to payment, acceptance, default of acceptance, assertion of complaints and the like.
- 12.6 Force majeure and/or other hindrances to production, deliveries or implementation that HAUSER is not responsible for, such as incomplete electrical installations, water pipes or construction work, shall result in an extension of the lead time for delivery by an appropriate period of time.
- 12.7 It is only in cases of default with regard to the execution of the service that HAUSER is responsible for due to gross negligence that the business partner shall be entitled to withdraw from the contract, subject to setting an appropriate grace period of at least six weeks.

13. Reservation of title

- 13.1 HAUSER shall reserve the title to the goods supplied by HAUSER until the claims have been paid in their entirety.
- 13.2 If the business partner is a contractor that concludes the contract in carrying out a commercial or self-employed professional activity, or is a legal entity under

public law or special fund under public law, then the following shall also apply:

- a) HAUSER shall reserve ownership of all goods that it delivers until the business partner has settled all existing claims arising from the business relationship. This also includes any claims arising in future from contracts concluded at the same time or at a later date, insofar as the reservation of title still exists at the time they arise.
- b) If there is a current account arrangement in place with the business partner, the collection of any secured claims for current invoices or account balancing and recognition of such shall not affect the reservation of title. On the contrary, the reservation of title shall exist until the settlement of the corresponding current account balance, the securing of which the reservation of title is deemed to have been agreed.
- c) In case that within the context of payment of the purchase price by the business partner a claim arises on the basis of bills of exchange, then the reservation of title shall not expire prior to payment of the bill of exchange by the drawee.
- d) The business partner shall be entitled to edit and process the reserved goods in the course of ordinary business operations. In such cases, any editing and processing shall take place for HAUSER as the manufacturer. HAUSER shall acquire ownership of the new object. If processing takes place together with other materials, or if the reserved goods are combined, mixed or blended with other items that do not belong to the business partner, HAUSER shall acquire co-ownership of the new object in a manner proportional to the net invoice value of the reserved goods at the net invoice value of the other materials used. This shall also apply if the other object is to be regarded as the main object.
- e) The business partner shall also be entitled to dispose of the reserved goods during the course of its ordinary business transactions provided it is not in default with regard to the payment of a claim owed to HAUSER arising from the commercial relationship. The authority to resell shall not apply if an assignment prohibition exists in the relationship between the business partner and its customer.
- f) Any claims and other rights accruing to the business partner as a result of the editing and processing, as well as from the resale or other legal grounds in relation to the reserved goods shall be assigned by the business partner with immediate effect to HAUSER by way of security. In case a claim is involved that must itself be collected in a current account, such assignment shall relate to the final balance taking the claim into account. In the event of any processing, combining and mixing of the reserved goods with third party items, the assignment shall be limited to the value of the payment claim arising from the delivered goods by HAUSER in a manner proportional to HAUSER's rights and the rights of the third parties involved in accordance with d) Clause 4. If the reserved goods are incorporated into a third party's property as an integral part of said property, the business partner shall hereby assign to HAUSER any resulting claims against the third party or the party concerned, to the value of the reserved goods along with all ancillary rights – including the right to the granting of a debt securing mortgage. Furthermore, the business partner shall assign to HAUSER any claims arising from the commercial sale of the property or property rights to the value of the reserved goods along with all ancillary rights. HAUSER shall hereby accept the aforementioned collateral assignments.
- g) The right to resell, process, mix or combine shall expire upon initiation of insolvency proceedings regarding the business partner's assets.
- h) Any reservation of title agreed between the business partner and third parties shall apply until payment in full of the claims secured by way of HAUSER's reservation of title, including the cashing of all cheques and, where applicable, accepted bills of exchange, as agreed in favour of HAUSER. The business partner must notify the third party in writing of any reservation of title existing in favour of HAUSER and inform HAUSER of this in a verifiable manner.
- i) Subject to revocation at any time, the business partner shall be authorised to collect the claims assigned to HAUSER for its own account and in its own name. Upon request to do so, the business partner undertakes to notify HAUSER of the value of the claim and further details, the basis of the claim and the names of the debtors, as well as provide HAUSER with all of the documents required for collection purposes as well as other information.
- j) If the value of the collateral granted to HAUSER exceeds the claims by more than 20%, HAUSER undertakes, upon request to do so by the business partner, to release the excess liens at HAUSER's discretion.
- k) If the business partner fails to fulfil its payment obligations, including in particular if it defaults, HAUSER shall be entitled to notify the third party debtor that the assignment has been completed and collect the assigned claim or withdraw from the contract and request the return of the reserved goods.
- 13.3 The business partner pledging and assigning security on goods under reservation of title supplied by HAUSER shall not be permitted. In case of seizure, attachment or any other intervention by any other third party, the business partner shall make reference to ownership by HAUSER and inform said third parties immediately about this.
- 13.4 By way of derogation from, and in a manner overriding any other agreed laws, the law applicable at the place of destination for the goods delivery shall apply to the extended reservation of title in accordance with 13.2 a) and the current account reservation in accordance with 13.2 b). If the reservation of title or assignment is not effective according to the laws within the scope of which the goods are present, then the collateral corresponding to the reservation of title or the assignment of the business partner's claim arising from the processing, combination or resale of the goods shall be regarded as agreed. If the business partner's collaboration is required for this purpose, it must take all of the necessary measures to establish and maintain such rights.
- 13.5 The business partner undertakes to reimburse all costs incurred by HAUSER in conjunction with the efforts to defend against executive encroachments by third parties onto its goods subject to reservation of title, including in particular any costs for legal proceedings.

14. Payment terms; default

- 14.1 All payments must be made free of charge for HAUSER and without any deductions. The invoice amount shall become due with immediate effect in the event of assembly work, repairs, inspections or other services. With regard to the delivery of goods to be manufactured by HAUSER, a partial amount of 40% must be paid following conclusion of the contract, with the remaining amount to be paid within 30 days of the system becoming operational, albeit no later than 2 months after notification is sent regarding readiness to dispatch and/or assembly.

- 14.2 If there are several claims against a business partner and the payment is not sufficient to settle all of the claims, then payments shall initially be allocated to the costs, then to the interest and finally to the principal claim. If there are several claims in this regard, they shall be charged according to § 1416 of the Austrian Civil Code (ABGB). There shall be no deviating payment arrangement for the business partner.
- 14.3 Bills of exchange shall generally not be accepted. If the acceptance of cheques has been agreed in exceptional cases, this shall be done solely on account of performance. The costs for discounting and collection shall be borne by the business partner. HAUSER shall not be liable for timely submission.
- 14.4 If the business partner defaults, HAUSER shall be entitled to charge a fee of €5.00 to reimburse the costs for payment demands and calculate late payment interest at the statutory rate.
- 14.5 If the business partner defaults, or circumstances arise that cast doubt over the business partner's solvency, HAUSER shall be entitled to make all claims against the business partner due for payment or withdraw from the contract either in part or in full. If HAUSER makes use of its right of withdrawal, the business partner undertakes to pay compensation totalling 25% of the agreed total price. Alternatively, if the subject of the contract was the delivery of custom-made products, HAUSER shall be entitled to provide any services already commenced to the business partner and demand reimbursement of any expenses it has incurred to date.
- 14.6 If a part payment is agreed, HAUSER shall be granted the right to make the entire price due for payment with immediate effect, including in cases where there only a part payment is defaulted on.
- 14.7 The business partner undertakes to reimburse all costs incurred as a result of the failure to properly fulfil its contractual payment obligations, including in particular any costs for legal proceedings. The same applies to costs incurred by HAUSER in conjunction with efforts to defend against executive encroachments by third parties onto its goods subject to reservation of title.
- 15. Default in acceptance**
If the business partner fails to pick up the goods from HAUSER at the agreed time or refuses to take the goods without a legally relevant reason for doing so, then the business partner shall be in default of acceptance. The liability for risk and hazards shall pass to the business partner at the time when the business partner is in default of acceptance. In such cases, HAUSER shall be entitled to house the goods in a warehouse at the business partner's expense, or arrange for a freight company to send them to the business partner at the latter's expense. Should the goods be stored in-house, HAUSER shall be entitled to calculate an appropriate storage fee.
- 16. Repair and inspection services**
- 16.1 The costs incurred by preparing an estimate shall also be charged to the business partner if the order is not executed or executed in a modified manner. Repair parts shall always be dispatched and returned at the expense and risk of the business partner.
- 16.2 With regard to the acceptance of repair orders or orders regarding the alteration or renovation of old or external systems, Hauser shall not assume any warranty or liability for such services.
- 16.3 Repair and inspection work shall be paid for in cash and without any deductions following completion of the work. HAUSER reserves the right to only return any sent parts to the business partner upon settlement of the invoice in question. HAUSER's retention period shall expire three months after notification that the work has been completed. After this date, HAUSER shall be entitled to sell the repaired unit on the open market and use the proceeds to settle any claims against the business partner.
- 17. Advance payment; security**
- 17.1 Using its claims against the business partner as the basis, HAUSER shall be entitled to demand an appropriate advance payment or appropriate security. This shall particularly apply if there is a significant deterioration in the business partner's financial situation following conclusion of the contract.
- 17.2 If the business partner fails to observe a demand for payment of an appropriate advance payment or appropriate security within two weeks, HAUSER shall be entitled to withdraw from the contract.
- 18. Warranty and compensation, exclusion of right to refuse performance**
- 18.1 The business partner must notify HAUSER of any defects to the deliveries and services provided by HAUSER that the business partner has identified or would have had to identify by way of an inspection during the ordinary course of business following delivery, albeit no later than 14 days after delivery. If a defect only becomes apparent at a later date, the business partner must also notify HAUSER of this within 14 days of becoming aware of it or any point in time when the business partner would have been able to recognise the defect with due care and attention. If the business partner fails to notify in a timely manner, it may no longer assert any warranty or compensation claims or claims due to an error regarding the absence of defects in the deliveries or services.
- 18.2 Hauser shall only be liable for and provide guarantees that the deliveries and services are in line with the contract. Deliveries and services shall be in line with the contract if they display the properties explicitly promised and are suitable for the requested use. Promotional content or public statements regarding the properties of deliveries or services shall continue to be disregarded for the assessment as to whether the deliveries or services are in line with the contract, unless they have explicitly become part of the contract in writing.
- 18.3 HAUSER shall not assume any liability for natural wear and tear or for defects resulting from improper handling or as a result of elementary events, frost, fire, explosions, theft, water, voltage fluctuations, structural alterations and the like, as well as other circumstances for which it is not responsible. In the case of items that the business partner has not purchased from HAUSER, the latter shall not provide any warranty nor pay compensation for this purpose.
- 18.4 Hauser shall be entitled to fulfil warranty and compensation claims resulting from defects to insulation, pumps, motors, ventilators and control units, as well as for all deliveries beyond the mechanical part with a discharging effect in such a way that HAUSER offers to the business partner the assignment of warranty and compensation claims accruing to HAUSER against the respective supplier of these parts. If the business partner

refuses to accept the quote, it shall not be entitled to any claims arising from these defects against HAUSER.

- 18.5 If HAUSER fails to fulfil warranty and liability claims in accordance with point 18.4 by offering to assign the warranty and compensation claims accruing to HAUSER against third parties, the business partner must always grant HAUSER the opportunity to rectify defects, either by improving (follow-up improvement or provision of missing parts) or replacing the goods within an appropriate period of time of at least fourteen days. HAUSER must be granted at least two opportunities to rectify the defects. If the business partner rectifies a defect itself or arranges for the defect to be rectified by a third party before granting HAUSER the opportunity to rectify the defect, then it shall not be entitled to any claims against HAUSER arising from or in conjunction with such a defect.
- 18.6 Guarantees assumed by HAUSER shall only be valid in favour of the business partner and, in the event the goods are transferred, shall not pass over to their legal successor. If the business partner alters the location of the goods or if it arranges for changes to be made to the goods by third parties, all of the business partner's guarantee claims shall expire.
- 18.7 The limitation period for warranty claims or compensation claims is one year and shall commence upon provision of the service and/or completion of assembly work by HAUSER, upon completion by HAUSER in the case of work performed by HAUSER, or 14 days from the date of notification by HAUSER of the readiness to ship the goods in the case of the goods not being called. Evidence that a defect already existed upon handover of the goods to the business partner and/or upon completion of work must be furnished by the business partner over the entire duration of the warranty period.
- 18.8 If HAUSER is obligated to warrant or assume liability for a defect, this shall result neither in a suspension nor an interruption of the limitation period for the term for warranty claims and compensation claims, nor shall any such term start afresh.
- 18.9 The business partner's warranty claims and compensation claims arising from defects in HAUSER's deliveries and services are listed in an exhaustive manner here and shall replace any statutory warranty and/or compensation. The business partner shall in particular have no entitlement to a reduction in price or to cancel the order, unless attempts by HAUSER to rectify the defect have failed. If HAUSER provides the business partner with rental or lease equipment, including in particular during the course of shop floor repair work, Hauser shall not provide any warranty and the business partner shall not be entitled to any compensation claims in the event the rental or lease equipment fails.
- 18.10 The business partner's right to refuse performance according to § 1052 of the Austrian Civil Code (ABGB) is excluded.
- 19. Exemption from liability**
The business partner shall assume full liability for the equipment once it is handed over and warrants that HAUSER will be held harmless with regard to any personal injury or material damage caused by the equipment, insofar as the product deficiency falls within the business partner's remit.

C. Purchase by HAUSER (goods and services)

20. Orders

- 20.1 Orders shall only be deemed legally binding by HAUSER if they are issued on HAUSER's order forms, together with price and conditions, and signed by the purchasing department of HAUSER or its authorised departments. Orders, amendments or supplements made orally or by telephone shall require the explicit written confirmation of the purchasing department of HAUSER or an authorised department of affiliated companies.
- 20.2 In the event of any inconsistencies between the order references, the following sequence shall apply: (1) the order letter (letter, fax, electronic transmission), (2) the annexes and order components to be integrated as stated in the order, (3) the underlying framework and/or special agreements for the order, and (4) HAUSER's General Terms and Conditions.
- 20.3 HAUSER's order shall be regarded as having been accepted by the business partner subject to the conditions specified according to the order, unless the business partner rejects acceptance of the order in writing within 24 hours of receipt of the order. In case the business partner notifies any deviations to the order, HAUSER reserves the right to cancel the order free of charge at any time before explicit acceptance of the deviations.
- 20.4 The order number and other details indicated as mandatory by HAUSER must be stated in all correspondence relating to the order. Should this data not be provided, HAUSER reserves the right not to accept this correspondence and return it unprocessed.
- 20.5 HAUSER's orders may not be referred to a third party without the written consent of the former. Any contravention of this provision will entitle HAUSER to cancel the order and claim compensation.

21. Delivery period, shipping, prices

- 21.1 The delivery periods, dates and intervals stated in HAUSER's orders shall be binding (fixed date transaction). The contractor shall only be released from the obligation to comply with the agreed period in the event of force majeure to the extent that it is verifiable and can be notified to HAUSER in writing within 24 hours. Events of force majeure shall be limited to fire, forces of nature, war and riots.
- 21.2 If the agreed deadline is not adhered to (except in cases of force majeure) and HAUSER continues to insist on fulfilment of the contract, HAUSER shall be entitled to charge a penalty of 0.5% of the net order value, albeit no more than 10 % of the net order value, for each commenced day of delay in the delivery without the need to provide evidence of the resulting damage. In addition, HAUSER shall retain the right to claim further damages and/or to charge expenses for substitute performance (e.g. acquisitions from wholesalers and back-up suppliers etc.) to the business partner or to cancel the order and demand compensation for non-performance.
- 21.3 Premature or delayed deliveries shall only be accepted after written special agreement. Shipment must be made according to the determined dispatch type. In the event of non-compliance HAUSER shall be entitled to demand compensation for damages. If no express shipping instructions were issued to the business partner, the most cost-effective means of shipping must be selected to perform the order. Additional costs for express delivery in order to comply with the deadline shall be borne by the business partner.

- 21.4 Unless otherwise specified in the order, the prices shall include packaging and delivery duty paid to the place of destination pursuant to INCOTERMS and are fixed prices in EUROS for the entire term of the contract.
- 21.5 The fixed prices shall include all expenses incurred to the business partner in providing the deliveries and services. These shall include in particular all costs for shipping, packaging, insurance, taxes, duties and other charges. The terms and conditions for the main order shall apply to any supplementary orders.

22. Invoices; payment

- 22.1 Unless otherwise specified in the order, invoices for each delivery shall be submitted immediately upon shipment of the goods to HAUSER. They must contain all the required details (company name, order number, cost centre number, VAT ID, consecutive invoice number, company register number, etc.). Until clarified by the business partner, invoices with incomplete details shall not become due and may be returned unprocessed by HAUSER.
- 22.2 Unless special arrangements have been made to the contrary, payments will be made upon fulfilment of the order at the place of performance within 30 days with 3 % discount or 45 days net after receipt of the invoice. Invoices submitted prematurely shall not be due. Payment shall not signify recognition of the correctness of the delivery and the waiver of rightful claims ensuing from the fulfilment of the contract, compensation, penalty, warranty or guarantee.
- 22.3 Foreign currencies shall be calculated by HAUSER using the official exchange rates issued by the Österreichische Nationalbank applicable on the date of payment.

23. Warranty, notice of defects and compensation

- 23.1 The business partner shall assume all liability for the contracted flawless execution of deliveries and services in compliance with all statutory regulations and technical standards. It shall be liable for a period of 24 months from the date of first use of the goods manufactured by HAUSER by means of these deliveries and services. Similarly, regardless of fault, it shall be liable for the goods and parts and/or services provided but not manufactured by it.
- 23.2 The goods/services shall be accepted by HAUSER upon inspection at the place of usage/employment. The warranty period shall not begin before this point in time. HAUSER shall strive to assert identified claims for deficiencies within a timely manner following their identification. HAUSER shall not assume any duty to give notice of defects within the meaning of §§ 377 f of the Austrian Enterprise Code (UGB), the validity of which is excluded for HAUSER. In the case of defective delivery or performance by the business partner, HAUSER shall have the right, without prejudice to other legal options and even if the deficiencies are immaterial and remediable, to demand a substitute delivery free of charge, remedy of defects free of charge or a reasonable price reduction, or to have the identified defects remedied at the expense of the business partner. Rejected goods shall be returned at the expense and risk of the business partner.
- 23.3 If HAUSER is subject to warranty obligations or is required to pay compensation to its end customer as a result of defective deliveries or services provided by the business partner, HAUSER shall be entitled to demand compensation from the business partner, regardless of fault, to cover the defect rectification expenses incurred as a result of this defective service.
- 23.4 The business partner shall guarantee to HAUSER the unrestricted use of its deliveries and services. If claims are submitted against HAUSER as a result of third party rights to the delivery item, including in particular from patents or other intellectual property rights, the business partner must ensure HAUSER is held harmless.

25. Material provisions

All material provided by HAUSER shall remain the property of the latter and must be stored, marked and managed separately. It may only be used in connection with orders by HAUSER. The business partner must immediately provide compensation for any decline in value, damage or loss.