

General terms of delivery and payment of BISO GmbH

1. Scope:

These general terms of business apply generally to transactions between companies. Should these terms also apply exceptionally to transactions with consumers, they are only valid to the extent that they do not contravene to Austrian consumer protection regulations. Our deliveries and contracts are performed based solely on the following terms. Our general terms of delivery and payment also apply to all future agreements pertaining to our business relationship, even when no such reference is made in individual cases, these especially apply to the delivery of spare parts, as well as to repair agreements. Any amendments and addenda become binding for us only when acknowledged by us in writing. The following provisions regarding the delivery of goods also apply accordingly to services.

2. Offers and agreement conclusion:

The agreement is deemed to be concluded by us only at the moment of our written acceptance of the signed purchase order. We reserve the right to accept your purchase order within a month. In order to be valid, any amendments and addenda to the agreement must be acknowledged by us in writing. The terms of purchase of our agreement partner are binding for us only when expressly acknowledged by us in writing. Our offers are subject to change. All agreements become binding for us only when acknowledged by us in writing. However, our agreement partner cannot appeal to this provision if we make the delivery without written acknowledgement. Should conflicts arise between contractual documents, the contract text drawn up by us is deemed valid. Our agreement partner has the obligation to verify our acknowledgements. Should our partner raise no objection within 10 days of its receipt, we will deem our acknowledgement to have been accepted by our agreement partner. We reserve the right to make changes in structures, dimensions and weights as far as those are necessary or useful. If the fulfillment of the agreement requires import and export licenses, approvals for transactions in foreign currencies and other approvals from authorities, our agreement partner responsible for the purchase must perform all due diligence for the timely procurement of the required licenses and approvals.

3. Plans and documents:

Information included in catalogs, leaflets, newsletters, notices, images, the homepage and price lists regarding weight, dimensions, price, power etc. are definitive only when express reference was made by us in a written acknowledgement.

4. Cancellation taxes:

Upon a cancellation made by our agreement partner, we are entitled to claim a 15% cancellation tax and, in the case of a special order after the execution has started, a tax amounting to 25% of the agreement value, notwithstanding the validity of reparations or compensation according to paragraph 11(6) of the Austrian Civil Code (ABGB). All returned goods must be appropriately packed and shipped ex works, the transport shall be at the shipper's risk until the arrival of goods at our factory. The goods may be returned only with our prior written consent to that effect.

5. Prices:

The stated prices are prices valid at the conclusion of the agreement and, aside from another agreement to that effect, are to be understood as excluding VAT. We are entitled to raise prices if, at the delivery, an unforeseen change of the circumstances underlying the agreed price calculation has occurred that cannot be influenced by BISO Schratenecker GmbH. This applies especially in the case of price variations, i.e. changes in our purchasing prices, subsequent introduction or increase of taxes, duties and other public taxes, transport fees and other expenses that would directly or indirectly affect our delivery or increase its cost. Therefore, the billing price is the price valid on the day of the delivery. Given no other agreement:

- prices should be understood as stated prices at the internal delivery store, not including packing, loading and transportation;
- packing is normally done to avoid damage to the goods during transportation in normal conditions to the agreed destination, on our agreement partner's expense; this point may be recalled only based on agreement.

Upon the conclusion of the agreement where prices are to be stated later, the billing prices will be our prices valid on the day of the delivery (catalog prices).

6. Time of delivery:

Given no other agreement, the time of delivery starts with the moment in the list below that comes last:

- the date of (written) acceptance of the signed purchase order;
- the date when our agreement partner meets all the technical, commercial and financial requirements ensuing from the agreement;
- the date when we receive an advance payment, before the goods delivery and/or after a secured note has been received or payment has been ensured in another way;
- the time of delivery is met if, until its expiration, the preparation for delivery was communicated or the delivery object has left de factory. Given no other written agreement, the times of delivery are not binding for us. They depend on the delivery capabilities of our suppliers. Depending on circumstances, we strive to meet the promised deadlines.

Therefore, given that we the times of delivery are not binding, we have no obligation to pay penalties, the agreement of which we expressly contract. The time of delivery is prolonged in case of measures due to labor conflicts, especially strikes and lock-downs, and to all conditions independent of the will of the party, such as fire, conscription, confiscation, embargo, foreign currency transfer interdictions, revolution, lack of means of transportation, general lack of fuel, energy consumption restrictions, production and delivery delays caused by our contract partners (subcontractors). The time of delivery shall be accordingly prolonged with the duration of these measures and events. We are not liable for the situations described above even if these occur in the course of an ongoing delay. Should we be at fault for the delay of the delivery, our agreement partner is entitled to request the completion of the work or to set a reasonable time for completing the entire performance under threat of withdrawal. If the subsequent time is not met for reasons attributable to us, our agreement partner may terminate by written notice the part of the agreement that concerns the pieces that have not yet been delivered. The same is valid for goods already delivered that cannot be properly used in the absence of the goods not yet delivered. We are liable for paying a reparation only when the delay was premeditated or due to serious errors. For the partial deliveries not affected by the withdrawal, we are entitled to claim the agreed price. Our agreement partner must return the goods already delivered that cannot be used. Any claims from our agreement partner due to our delay other than those stated in this paragraph, are excluded. Regardless of the reason, our agreement partner may not postpone the times of delivery without our written consent. If our agreement partner states their desire to receive the delivery or partial delivery later than agreed, we are entitled to either terminate the agreement or to insist on the fulfillment of the terms of the agreement, with the agreement partner liable to pay at the time stated in the agreement. In both cases, our agreement partner is liable to pay full reparation, including storage expenses. If we agree to a postponement of the time of delivery, we are entitled to adapt accordingly the times of delivery and the prices, even if a fixed price was expressly agreed.

7. Transfer of risk:

Given no other agreement, the goods are sold "ex internal delivery store" (preparation for taking-over). Normally, the international commercial terms (Incoterms) apply, in the version valid at the conclusion of the agreement. Transports are the agreement partner's responsibility. The choice of shipping remains at the shipper's discretion. If the agreement partner opts for a special way or means of transportation, the transport shall be invoiced separately. The delivery vehicle must be able to go freely and safely to the unloading place and must be able to be unloaded immediately. All additional expenses and damages resulted from not fulfilling this obligation, as well as third party claims shall be paid to us. Unloading of the means of transportation is the agreement partner's obligation, even if the transport company is contracted by us; in such cases, we act as representatives of the agreement partner. If, upon loading, our employees perform certain work, they act as workers ceded by us to our agreement partner. The goods shall be insured by us against damages during transportation based only on an express written direction, at the expense of our agreement partner.

8. Payment:

Payments shall be performed according to the information contained in the order agreed and signed by us. If no payment dates were provided, the invoice must be paid against within 30 days of its issue; the value added tax that may be included in the invoice must be paid within 30 days of the invoice issue. We accept promissory notes only based on express agreement and only as payment. Our agreement partner shall always bear the expenses. Wire transfers are considered starting when the amount has been registered on our bank account. Amounts in promissory notes or cheques do not include expenses and are taken with reserve until the day of their acceptance at their value on the day when we can cash them out. Should our contractual partner default on an agreed payment or on another service, we may insist on the performance of the terms of the agreement and

- postpone the performance of our own obligations until the performance of the payments or other outstanding services,
 - resort to the reasonable extension of the time of delivery,
 - declare outstanding the entire purchase price not yet paid,
- as long as there is no justification from our agreement partner, a payment delay penalty of 8% above the basic interest of the European Central Bank shall be calculated, or we may terminate the agreement in case an appropriate deadline is not met. Additionally, our agreement partner must compensate us regarding the costs pertaining to notices and processing. Should these terms of payment be violated or, after the conclusion of the agreement, should we become aware of a series of circumstances that cast doubt upon the solvency of our agreement partner, we are entitled to immediately declare outstanding all our claims, even those arising from other agreements. In this case, we are entitled to request mandatory advance payment of deliveries not yet performed, as well as those arising from other agreements or to terminate the agreement and to request reparations amounting to the value of the services performed by us. Our right to being returned the delivered goods under reserve of property rights until their full payment remains unaffected. In case of payment delay, upon our request, our agreement partner also has the obligation to give adequate indemnity to cover for all open debts, including interests, expenses and costs pertaining to notices and processing. Should an installment plan be agreed, in case of even a single installment not being paid, the entire unpaid amount becomes outstanding. Also, in this case interests amounting to 8% above the basic interest of the European Central Bank from the amount due are calculated. Entered payments are registered first as costs (expenses), then as interests and finally as capital. We may issue statements regarding the changing of the payment destination within four weeks of its receipt. We are entitled to register even dedicated payments to safe invoices, i.e. the oldest invoices.

9. Reservation of the property right:

We reserve the property right on all goods shipped by us until the fulfillment of all financial obligations by our agreement partner. We are entitled at all time to enter on the premises of the business or on other land in order to identify our goods. Our agreement partner must fulfill the obligation of retention of the reservation of the property right. If our goods are processed or combined with other objects that do not belong to us (mixed or adjoined), we shall have joint property right over the resulted new object in a proportion according to the value of our goods in reference to the other processed combined object at the moment of processing or combination. The reservation of our property right extends over the new object. Este are entitled to cede at all times our property right to a third party, especially credit institutions. Our agreement partner may not alienate to a third party our goods or the rights over them as long as the goods are under reservation of the property right without our express written consent regarding this alienation. The claims resulted from the resale to third parties of the goods under the reservation of our property right, regardless if the goods are raw, processed or combined, shall be ceded by our agreement partner in our favor up to the value of the our claims, together with all interests and expenses, regardless if the goods under the reservation of our property right have been alienated in a raw, processed or combined state to a buyer or several buyers. Our agreement partner has the obligation to register in the accounting the granting of claims and, upon our request, to communicate the granting of the claims to the buyer.

In case of sequestration or other claims of rights, our agreement partner has the obligation to immediately notify us of this and to claim our property right. Our agreement partner bears the expenses related to this judicial proceeding. The reservation of the property right must be marked on the purchased goods or must be proven in another way by the supplier. Until the full payment of the goods within the scope delivery, the supplier is entitled to insuring them against damage due to fire, flood etc. on the buyer's expense. Should the buyer be able to prove that they have themselves insured the goods, this insurance shall be restrictedly transferred to the supplier until full payment.

10. Warranty and compensation:

Warranty period: 6 month starting with the delivery from to the customer, at most 8 weeks from the acknowledgement of the delivery. The legal provision from paragraph § 924 item 2 and 3 of the Austrian Civil Code (ABGB) is excluded. Only the characteristics expressly warranted by us in writing are ensured. Ordinary deviations regarding dimensions, equipment and material etc. nu not justify claims. Protective devices on machines and devices are attached and delivered according to applicable regulations. We do not make warranty upon purchasing used (second hand) goods and upon undertaking of repair contracts or in case of any modifications or transformers. Our public statements regarding the object are binding for us only if they are acknowledged by us expressly in writing. We take no responsibility for the statements made by the manufacturer, the importer in the EEC or by any other person that regards themselves as manufacturer. Our goods offer only the degree of safety expected as ensuing from the approval regulations, the instructions for use, our regulations regarding the treatment of the purchased goods, especially regarding all the stipulated checks, and from other stated indications. Our agreement partner has the obligation to thoroughly check the goods delivered by us immediately after their arrival; our agreement partner must notify us in writing of any deficiencies found within 14 days from delivery; the deficiencies that cannot be found during these checks must be notified immediately after their occurrence and any processing of the goods must be stopped immediately; failure to abide by this clause may cause the loss of all rights. In case of litigation, we may invoke the absence of essence and form conditions of the notification, even if we did not resort to this outside court. Our obligation to cover the warranty applies only to deficiencies occurred in the context of observance of the operating instructions and normal operation conditions. The warranty does not cover deficiencies caused by incorrect maintenance and care, incorrect handling or by repairs and alterations performed without our written consent by someone other than us or the persons delegated by us, and in any case, caused by normal wear and tear. Also, the warranty becomes void in case of installation of non-approved parts, of foreign origin, in our goods, as well as in case of resale during the warranty period. We are the sole owner of the right to choose the way of fulfilling the warranty, whether by repair, exchange or price reduction. Our agreement partner expressly renounces their right to terminate the contract. If our agreement partner fails to fulfill their payment obligations towards us or fails to meet the payment deadline, we no longer have the obligation to make warranty for the deficient goods. Any warranty for our installation instructions is excluded. Exchange or repair is done depending on the possibilities at our facility or at our subsidiaries and our agreement partner has the obligation to send and to present the goods; in all other cases, we perform the repairs on site. Should it be found that our goods had no defects or that the deficiency was not caused by us, our agreement partner has the obligation to pay for all the expenses incurred. For works performed during the warranty period, our agreement partner must provide us free of charge with the required assistance means, as well as hosting equipment, power etc. The exchanged spare parts become our property. By remedying a deficiency, the warranty period is not prolonged, blocked or interrupted. Validation of the deficiencies does not give our agreement partner the right to invoke the exception of failure to fulfill the contract, to change payment conditions, especially regarding the total or partial cancellation of the payment. It is acknowledged as expressly agreed that, based on these performance conditions, we have no obligation to pay any compensation to our agreement partner in case of defects found in goods that are outside the scope of the contract in case of production stoppage, loss of profit, loss of use, contract losses and other types of damages, economic or indirect. For other types of damages we accept responsibility only if we are guilty of gross negligence. In any case, the value of the compensation shall be limited to the agreement value, but to no more than EUR 50,000.00. If the deficiencies have not been expressly acknowledged by us, all compensation claims resulted from deficiencies found on the delivered goods and/or performed services must be validated in court within a year of the expiration of the warranty period set in the agreement; otherwise, the claims become invalid. Compensation claims are also excluded if we were not previously notified in writing to remedy the deficiencies within a reasonable timeframe. By unconditionally concluding the agreement, our agreement partner renounces to all the pre-contract protection clauses from our side, such as the obligation of notification or clarification as long as we cannot be reproached with any malfeasance or gross negligence. This is valid especially when the agreement is awarded within a bidding process, where our services are provided and described by the agreement partner or by a third party delegated by the partner. Warranty and compensation claims from works requested by our agreement partner to our employees or agents, within the performance of the contractual services, but that do not belong to the agreed service content, are totally excluded since in this case our employees are considered ceded workforce. If we have undertaken a penalty payment obligation in the agreement, the right of reduction of the payment by a judge applies. If the right of reduction by a judge has been excluded in the agreement, it will be considered as agreed a contractual right of reduction by a judge that can be validated by us based on the guidelines of the right of reduction by a judge.

11. Force majeure:

We are totally or partially exonerated from the timely fulfillment of the agreement if we are prevented to do so by force majeure events. The event recognized as force majeure occur unforeseen, are inevitable and cannot be influenced by our will. Strikes and labor conflicts are considered force majeure events. The agreement partner affected by a force majeure event may be exonerated by the fulfillment of their obligations based on the occurrence of a force majeure event only if they send us immediately or, at latest, within five calendar days, a written communication regarding the beginning and the end of the event, confirmed by state authorities or the chamber of commerce of the delivery country, the cause, the expected effect and the duration of the delay. In case of force majeure, the agreement partner has the obligation to take all measures for eliminating or mitigating the problems and possible damage and to keep us permanently informed in this respect; otherwise, they shall have to pay us compensations. The deadlines that cannot be met because of force majeure events are prolonged by the time period affected by the force majeure events or by a time period mutually agreed by the two parties. If a force majeure event lasts more than two weeks, we shall convene with the agreement partner, based on negotiations, a way to fix the effects on the execution of the contract. Should no agreeable solution be found, the agreement may be totally or partially terminated. In this case, the agreement partner has the obligation to pay for all the services performed by us until that time.

12. The right to compensation and retention:

Our agreement partner may compensate our claims only with other claims set out in court or recognized by us. Our agreement partner may not retain payments resulted from warranty or compensation claims. On the other hand, in case of a repair or sale, we are entitled to retain objects, even belonging to the agreement partner, until the fulfillment of our claims resulted from the existing business relationship.

13. Product warranty:

As long as the provisions of the product warranty law are mandatory, they are the basis of this agreement. The buyer states that has knowledge of all the published indications and cautions regarding the dangerous character of the goods. This are considered to be cautions from our party. Furthermore, the buyer undertakes in their turn to caution accordingly their buyers and to impose them de same obligation of cautioning for other contractual relationships. In case of breach of this provision, the buyer exonerates us of any responsibility for proven damage based on any legal provision. The buyer waives their right to sue for compensation according to paragraph § 12 of the product warranty law. If the error was caused by more parties, the buyer undertakes to appeal first to the other parties. Claims for replacement in case of damage to property are excluded. The buyer undertakes to also establish such agreements of exclusion with their buyers and to impose the obligation of establishing the agreement regarding the compensation obligations with the following buyers. The buyer undertakes to conclude an insurance agreement according to paragraph § 16 of the product warranty law and to use this insurance in case of suit for compensation towards us. Our warranty for damaged products, in case they cannot be repaired, is limited, depending on their value, to our own mandatory civil liability insurance (EUR 3,633,641.71).

14. Data:

Data required for contract execution and accounting, such as name, address and accounting data of our agreement partner shall be stored in our electronic system. The parties undertake to keep information resulted from business relationships strictly confidential to third parties.

15. Court of competent jurisdiction, governing law, place of performance:

The court of competent jurisdiction for all litigations resulted directly or indirectly from the agreement is the court in 4910 Ried im Innkreis. However, we are entitled to appeal to a different court whose jurisdiction includes our agreement partner. Also, the party may convene to delegate the responsibility to an arbitration court. The agreement is governed by the Austrian law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of performance for delivery and payment is our headquarters, even if the shipping is made somewhere else according to the agreement.

16. Invalidity, additional regulations:

These general terms of business remain binding even if some individual points lose their validity. The legally invalid point shall be replaced with another, legally valid and as close as possible to the economic meaning of the invalid agreement point. Our agreement partner states that, even in case of a modification of the legal status by these general terms of business, they will bring no prejudice to their advantage to the price structure.