

GENERAL TERMS AND CONDITIONS

ALBERT KNOBLINGER

Gesellschaft m.b.H. & Co. KG

1. Conclusion of Contract

All our deliveries and services are subject to the following Terms and Conditions; they are to be applied mutatis mutandi to purchase contracts, contracts for work and services, and contracts for labour and materials. Any terms and conditions of the Purchaser are hereby expressly rejected and shall only be binding on us if we expressly acknowledge them in writing in individual cases. Our offers are always subject to change. Orders or changes to orders of any kind, particularly those received by our employees or those accepted verbally or telephonically, are binding and shall only be binding on us if the order is confirmed in writing. However, the Purchaser cannot invoke this if we deliver without written confirmation. These Terms and Conditions are also made public by posting them on the Internet at <https://www.knoblinger.com/de/downloads/> so that the information can be accessed in a reasonable manner.

The contractual bases are:

- a) our contract for work;
- b) our order confirmation;
- c) our offer;
- d) these General Terms and Conditions

The above-mentioned contractual bases shall be applicable in such a way that the contractual bases mentioned earlier in the above list shall take precedence over those mentioned later. Anything else that is to become part of this contract requires our express written confirmation.

2. Prices

Our prices are current prices. For orders without an express pricing agreement, the prices as at the delivery date shall apply. All prices are understood to be ex works and exclusive of the respective statutory VAT, packaging, freight, customs duties, insurance etc. We have the right to increase prices appropriately if changes in raw material or auxiliary material prices, wages, salaries, freight, public charges or other external costs occur after the offer has been made. The Purchaser does not acquire ownership of the tools. By participating in the tool costs or assuming the tool costs, the Purchaser merely acquires the right of use. The tools remain our property at all times. Cash discounts, discounts, and payment terms regarding the tools require a special written agreement. The tools are disposed of by us three years after our last delivery.

3. Delivery

Our deliveries are subject to timely and correct delivery by our upstream suppliers. In the absence of an express written agreement, delivery or execution deadlines are non-binding for us, but will be adhered to wherever possible. Unless otherwise agreed in writing, the delivery period shall commence with the sending of the order confirmation by us, but not before all technical details have been clarified and all legal and commercial requirements have been met, in particular the procurement of documents, information, authorisations, approvals etc. or the payment of a deposit. The required export documents must always be provided by the Purchaser. Our delivery and services are fulfilled when submitting the notification that the goods are ready for dispatch. The Purchaser does not have the right to reject partial deliveries. Deviations in quantity, running metres, weight etc. of up to +/- 10 % are permitted in our delivery, both with regard to

the total contract quantity as well as the agreed partial deliveries, unless expressly agreed otherwise in writing. For the calculation of the invoice value, the quantity units determined by us - in principle weights, in special cases also number of items, running metres etc. - are decisive. The delivery or execution period shall be extended in the event of industrial action, in particular strikes and lockouts and all circumstances beyond the control of the parties, such as fire, mobilisation, confiscation, embargo, bans on the transfer of foreign currency, riots, lack of means of transport, general shortage of supplies, restriction on the consumption of energy, delays in the delivery of essential materials, traffic disruptions, breakdown of machines and tools, etc.. This also applies if these conditions occur at the upstream suppliers. The delivery or execution period shall be extended in accordance with the duration of such measures and obstacles. We shall not be responsible for the aforementioned circumstances even if they occur during an already existing delay. With subsequent changes and additions to the contract, the execution or delivery period must also be agreed anew. If a written agreed delivery date is exceeded by more than four weeks through our fault, the Purchaser can demand fulfilment from us or grant us an appropriate deadline of a minimum of 21 days to make good our entire performance under threat of withdrawal from the contract. Particularly for customised products, the calculation for the grace period must take into account the fact that we may not be able to utilise already manufactured parts elsewhere. If the grace period has not been adhered to through our fault, the Purchaser may withdraw from the contract in writing by means of a registered letter with regard to all parts not yet delivered or reported ready for dispatch or the services not yet rendered. We shall only be liable for damages in cases of intent and gross negligence. We shall be entitled to the agreed remuneration for our partial fulfilment not covered by the cancellation of the contract.

4. Acceptance by the Customer

Our delivery and services are fulfilled when submitting the notification that the goods are ready for dispatch or collection (notice of completion). The Purchaser must accept the subject matter of the contract immediately upon notice of completion of the subject matter of the contract and at this point the risk shall pass to the Purchaser. We shall only insure the subject matter of the contract if this has been expressly agreed. If the Purchaser does not accept our contractually agreed performance at the contractually agreed place and at the contractually agreed time, we may either demand fulfilment and store the goods with the nearest forwarding agent at the Purchaser's expense or withdraw from the contract and demand compensation for costs incurred of at least 25% of the agreed net remuneration. In both cases, we are entitled to full compensation. Formal handover (acceptance of performance) only takes place if the relevant material standards provide for such or if this has been expressly agreed upon when placing the order. The Purchaser bears the costs for formal acceptance. Acceptance must take place within a reasonable period of time, but at the latest within two weeks of receipt of the notification that the goods are ready for acceptance; otherwise acceptance shall be deemed to have taken place and the goods shall be deemed to have been delivered in accordance with the contract and the risk shall pass to the Purchaser. In this case, we are entitled to dispatch the goods or store them at the cost and risk of the Purchaser.

5. Packaging

If, in the Seller's opinion, packaging is required, it shall be carried out in the customary manner and at the Purchaser's expense.

6. Dispatch, Transfer of Risk and Insurance

Freight costs, costs of possible insurance of the consignment as desired by the Purchaser, custom duties etc. shall be borne by the Purchaser. Execution of special loading and shipping instructions from the Purchaser are carried out at the risk and costs of the Purchaser. The risk is transferred to the Purchaser with notification that the goods are ready for dispatch.

7. Tolerances, Weight, Other Quality Features

Unless expressly agreed otherwise in writing, the relevant standards shall apply to the agreed specifications. Customary deviations in dimensions, weight and other quality features are permissible and do not justify a complaint. The Purchaser bears the costs for possible examinations, analyses etc.

8. Warranty

The warranty period begins on the day of notification that the goods are ready for dispatch or the agreed formal acceptance or with the transfer of the price risk to the Purchaser and ends after 12 months. The time at which the goods leave the factory is decisive for the contractual condition of the goods. Only such properties shall be deemed warranted that have expressly been warranted by us in writing. The Purchaser always bears the burden of proof that possible defects already existed at the time of handover. The assertion of defects that are or would have been detectable during the agreed type of acceptance is excluded after an agreed formal acceptance of the goods by the Purchaser. The Purchaser is obliged to examine our delivery carefully immediately upon receipt at their own cost; all possible defects must be reported to us by the Purchaser in writing, if necessary, also with the help of experts; defects which could not be detected with such examinations must be reported immediately after their occurrence and with immediate cessation of any handling or processing; otherwise all claims, in particular warranty claims, claims for damages, and claims arising from an error regarding the item being free from defects, can no longer be asserted. For those parts of our goods that we have purchased from upstream suppliers, we shall only be liable within the scope of the warranty claims to which we ourselves are entitled against the upstream supplier. A claim on our part in accordance with Sec. 933b of the General Civil Code (ABGB) is expressly excluded.

Our warranty obligation only applies to defects that occur in compliance with the stipulated conditions and with normal use; it shall in particular not apply to defects that are due to normal wear and tear, minor deviations in the surface, dimensions, colour, shape, structure, or composition. If the Purchaser does not give us the opportunity to inspect the allegedly defective goods and, particularly, if they do not make the rejected goods or samples thereof available immediately upon our request, all claims shall become invalid. If a defect is acknowledged by us, we shall have the exclusive right to choose between taking back the goods at the price charged, remedying the defect or making a replacement delivery against return of the goods. The Purchaser expressly waives cancellation of the contract. The warranty period shall not be extended, suspended or interrupted due to the rectification of defects. Claims for defects shall lapse at the latest one month after we have rejected the complaint in writing.

9. Force Majeure

Events of force majeure and other circumstances beyond our control (regardless of whether with us or our upstream suppliers etc.) shall entitle us to postpone the delivery period for the duration of the hindrance or to withdraw from the contract in whole or in part, to the exclusion of any claim for damages.

10. Liability

We are not liable for indirect damages, consequential damages (particularly from loss of production), loss of profit and pure financial losses. We are also not liable in the event of slight negligence, unless personal injury is the subject of the claims brought against us. The extent of our liability is limited to the benefits under our business liability insurance and, in the event of a breach of contractual obligations, in each case to the order value of the delivery that caused the damage. However, this exclusion does not include mandatory claims under the Product Liability Act (PHG). If deliveries are made according to drawings or other specifications of the Purchaser, our liability extends only to the execution in accordance with the conditions; if the rights of third parties, in particular industrial property rights, are violated as a result, the Purchaser shall indemnify us and hold us completely harmless. All claims for damages must - insofar as this is not

contrary to mandatory law - be asserted in court within a year, otherwise they shall lapse. If we have assumed an obligation to pay a penalty in the contract, this shall in each case be limited to 3% of the order amount.

11. Payment Terms

The invoice amount shall be paid in accordance with the agreed terms of payment. If no payment dates or terms have been agreed, invoices are payable immediately and without deduction. Transfer charges shall be borne by the Purchaser. Payment must be made in the agreed currency by transfer into to one of our bank accounts. The utilisation of agreed cash discounts assumes that there are no payment obligations due; this also applies to our invoices. Offsetting by the Purchaser with a counterclaim is expressly excluded. Cheques and bills of exchange require a special agreement and are only accepted on account of payment; interest and fees are at the expense of the Purchaser. Currency exchange does not entitle the Purchaser to a discount deduction. The Purchaser does not have the right to withhold payments for whatever reason. Reminder fees and interest on arrears in the statutory amount shall be charged from the first reminder. Should a second reminder be necessary, all future deliveries shall only be carried out against advance payment or cash on delivery. After an unsuccessful second reminder, the account will be handed over to a collection agency or a lawyer. The Customer undertakes to reimburse all costs necessary for the appropriate pursuit of claims in the event of a breach of its contractual obligations. For each reminder €40.00 are to be paid by the Customer and a further €25.00 for the record keeping of the debt in the reminder system. In addition, the costs of the debt collection office are to be reimbursed up to the maximum fees provided for in the applicable ordinance for maximum fees in debt collection and the costs of lawyers in accordance with the Lawyers' Tariff Act (RATG).

12. Obligation To Make Advance Payments and Provide Securities, Withdrawal

If these payment terms are not adhered to or if after conclusion of the contract we become aware of circumstances that reduce the creditworthiness of the Purchaser, we are entitled to carry out still outstanding deliveries and services against advance payment or the provision of securities only or to withdraw from the contract and demand compensation for damages without consideration of prior agreements to the contrary. In the event of default payment or if we become aware of payment difficulties, we shall be entitled to declare all outstanding claims to be due and payable immediately with simultaneous cancellation of further deliveries (forfeiture of right to extended payment terms), to withdraw from all contracts not yet fulfilled and to retain all advance payments received until the determination of any compensation or to offset them against our claims.

13. Reservation of Title

The goods delivered by us shall remain our property until full payment has been made (goods subject to retention of title). The Purchaser is obliged to carefully store our goods subject to retention of title for us until payment of our claims. In order to prevent seizure or other impairment by third parties, the Purchaser is obliged to implement all reasonable measures, particularly labelling, separate storage etc. We have the right to view the warehouse of the Purchaser at any time. Our goods which are subject to retention of title must be insured by the contractual partner against any form of damage or destruction. The contractual partner is obliged to inform us immediately of any seizure or other impairment of our ownership of the goods subject to retention of title by third parties. We shall be entitled to simultaneously demand fulfilment of the contract and surrender on account of the agreed retention of title. We shall issue the contractual partner with a credit note for the goods subject to retention of title that have been taken back in the amount of their value less any reduction in value that has occurred in the meantime or any proceeds from the realisation of the goods on the open market to which we are entitled and less all costs incurred or likely to be incurred by us in asserting the retention of title and realising the goods subject to retention of title. If the Purchaser processes, mixes or combines the goods with other goods not belonging to us, the Purchaser shall transfer to us his right of ownership to the new stock or item to the extent of the invoice value of the goods subject to retention of title. The Purchaser may only sell the goods subject to retention

of title in the ordinary course of business, at his normal terms and conditions and as long as he is not in default, provided that he agrees a retention of title with his customer. The Purchaser's claims arising from the resale of the reserved goods are hereby assigned to us as security for our claims. The Purchaser is obliged to inform us immediately of circumstances that prevent us from an assignment of claims (e.g. general assignment in favour of a bank). Otherwise, the Purchaser is obliged to demonstrably inform his customers of the assignment of claims and to make an entry in his accounts (open items list). Should the goods subject to retention of title be sold by the Purchaser together with other goods not sold by us, the assignment of the claim arising from the resale shall only apply to the amount of the invoice value of the goods subject to retention of title sold in each case. In the event that the retention of title or the assignment is not effective under the property law governing the area in which the goods are located, the security corresponding to the retention of title or the assignment in this area shall be deemed to have been agreed. If the cooperation of the Purchaser is required in this respect, he shall take all measures necessary to establish and maintain such rights.

14. Data Protection

The Purchaser and KNOBLINGER are obligated to comply with the requirements of the applicable statutory provisions on data protection and shall impose this obligation to the same extent on the persons otherwise involved in the fulfilment of the business relationship (any assistants, contracted data processors, etc.). We and the Purchaser shall furthermore collect, process and utilise personal data received exclusively in accordance with the applicable data protection regulations. This obligation also exists after termination of the work as part of this agreement. In addition, we and the Purchaser shall instruct and oblige their employees to comply with the applicable data protection regulations. Subject to prior notice, we and the Purchaser reserve the right to verify compliance with data protection regulations at any time. We and the Purchaser expressly grant our consent that all data captured as part of the business relationship (name, contact details, bank account details etc.) may be processed with the aid of automated systems. In particular, we and the Purchaser give our consent to the transfer and processing of this data by processors if they have been obliged to comply with data protection regulations by means of a suitable written agreement.

15. Applicable Law, Place of Jurisdiction

Austrian substantive law shall apply exclusively to all contracts to the exclusion of all reference and conflict-of-law rules (Rome Convention on the Law Applicable to Contractual Obligations, Federal Code on Private International Law). It is expressly stated that the UN Convention on Contracts for the International Sale of Goods (CISG) does not apply to the contractual relationships. The place of fulfilment for all services under this contract is 4941 Mehrnbach. Insofar as the Purchaser has its registered office in a country to which the Brussels I Regulation (Council Regulation EC No. 44/2001 of 22 December 2000), the Brussels Convention (EuGVÜ) or the Lugano Convention (LGVÜ) applies, the international jurisdiction of the court with subject-matter and local jurisdiction for 4910 Ried im Innkreis shall be deemed to be agreed exclusively for all disputes arising from this contractual relationship; otherwise any disputes shall be finally settled by a court of arbitration composed in accordance with the Rules of Conciliation and Arbitration of the Chamber of Industry and Commerce. We may also appeal to another court with jurisdiction over the Purchaser.

16. Validity

If any individual provisions of this contract are or become invalid in whole or in part, then the validity of the remaining provisions shall remain unaffected.

As at: November 2023