

1. Contractual relationship

1.1 We, BULMOR Industries GmbH, Kickenau 1, 4320 Perg, Austria, commercial register no. FN 214090 p, sell all goods, in particular machinery, accessories, spare parts, operating materials and other goods, and provide all deliveries and services to our customers, exclusively on the basis of the below General Terms of Sale and Delivery (hereinafter: "GTC"). Unless otherwise agreed, these GTC shall also apply in the future to all of our sales, deliveries and services to the customer, even if they are not the subject of a further separate agreement.

1.2 These General Terms of Sale and Delivery do not apply to deliveries and/or services provided to consumers.

1.3 Regardless of any reference by the customer to its own general terms and conditions and regardless of the date of any receipt by us of such terms and conditions of the customer, the general terms and conditions of the customer will not form part of the agreement. That also applies even if we do not object to the general terms and conditions of the customer or if we unreservedly provide goods or services while aware that the customer has terms and conditions that are in conflict with, supplement or differ from our terms and conditions.

1.4 Our offers and any information in our price lists, catalogues, advertising, marketing materials, online or similar are always non-obligatory and non-binding, unless otherwise indicated.

1.5 An order of goods by the customer is considered to be a binding contractual offer that we may accept within 30 days of receipt. An agreement is concluded only once we have accepted the customer's contractual offer by written order confirmation or by handing over the goods.

1.6 Our information regarding the subject of the delivery or service (information regarding weight, dimensions, quality, quantity and other specifications of the delivery or service, as well as any quality samples) and our descriptions of the same (images and drawings) in order confirmations, delivery notes and similar are non-binding, unless they are expressly specified as binding.

1.7 We reserve all copyright and – unless they form part of the delivery scope – property rights to offers, cost estimates, drawings and technical documents; the aforementioned are not permitted to be provided to third parties without our written consent.

1.8 The goods are not intended to be loaned or rented out.

2. Delivery terms

2.1 Unless otherwise agreed, the following rules apply to deliveries: Deliveries are made "EXW" (INCOTERMS 2010); "works" is considered to refer to our works/warehouse located at Kickenau 1, 4320 Perg, Austria. We will make the goods available to the customer at our warehouse according to the deadlines or dates agreed under Section 2.3 and will notify the customer thereof. From that point on, all risks, in particular the risk of accidental destruction, accidental impairment, accidental loss, accidental damage and/or theft of the goods, pass to the customer. We are under no obligation to load the goods onto the means of transport used to collect the goods.

2.2 If, in deviation from Section 2.1, we agree with the customer in writing that we will ship the goods, shipping will always be performed at the customer's expense and risk. Any deadlines and dates pursuant to Section 2.3 refer to the time of handover to the freight forwarder, hauler or other third party commissioned to ship the goods. Shipping insurance will only be taken out if expressly requested by the customer. Once the goods are ready to be shipped, we will simultaneously notify the freight forwarder, hauler or other party commissioned to ship the goods and the customer. From that point on, all risks, in particular the risk of accidental destruction, accidental impairment, accidental loss, accidental damage and/or theft of the goods, pass to the customer. Said risks pass to the customer at the latest upon handover of the goods (as determined by the start of the loading process) to the first freight forwarder, hauler or other third party designated to ship the goods. The above rule also applies if partial deliveries are made or if we have also agreed to provide other services (such as installation). If the shipping or handover is delayed due to circumstances attributable to the customer, the risks will pass to the customer as of the date on which the goods are ready to be shipped and we have notified the customer thereof.

2.3 We shall notify the customer of deadlines or dates for providing our deliveries or services upon acceptance of the order; said deadlines or dates may be specified as binding or non-binding. Deadlines are counted from when the order confirmation or notification of dispatch is sent, but not before the timely and proper fulfilment of the customer's cooperation duties that first enable us to comply with our obligations.

2.4 We are entitled to make partial deliveries or to render partial services, and issue a corresponding partial invoice if:

- these can be used by the customer in the scope of the intended contractual use;
- delivery of the remaining ordered goods is ensured and
- it will not result in any significant additional efforts or additional costs for the customer (unless we have declared ourselves willing to bear those costs).

2.5 We are not liable if the delivery cannot be made or is delayed due to force majeure or other circumstances that were not foreseeable at the time the agreement was concluded (e.g. disrupted operations of any kind, difficulties with procuring materials or energy supplies, delays in transit, strikes, legitimate lockouts, lack of workers, energy or raw materials, difficulties with obtaining the necessary official approvals, measures taken by authorities, lack of or incorrect or late deliveries on the part of our suppliers) and for which we are not responsible. We will notify the customer of such circumstances without delay. If such circumstances significantly impede the delivery or render it impossible and the duration of the hindrance is not merely temporary, we are entitled to withdraw from the agreement. In the event of withdrawal from the agreement, we will reimburse the consideration paid by the customer without delay. In the case of temporary hindrances, the delivery deadlines or dates will be extended or postponed by the length of the hindrance, plus appropriate recovery time. If the customer cannot reasonably be expected to accept the delivery due to the delay, the customer may withdraw from the agreement with us by notifying us accordingly in writing without delay. Statutory rights of withdrawal are unaffected by this Section 2.5.

2.6 Our liability is limited to the indemnification specified in Section 9 if we are late in providing deliveries or services or are unable to provide deliveries or services, irrespective of the reason.

3. Lump-sum indemnification

3.1 If the customer cancels or withdraws from the agreement without cause or hinders performance of the agreement, the customer is required to pay lump-sum indemnification of 30% of the net order value concerned, providing that the customer is to blame for the cancellation, withdrawal or hindrance. That does not apply if the customer provides proof that the resulting loss incurred by us is significantly lower. We reserve the right to assert a claim to a higher level of indemnification. Any claims to which we are entitled under the agreement or by law are unaffected.

4. Prices

4.1 Unless otherwise stated, all prices shall be understood as net prices ex works ("EXW") and do not include packaging costs, statutory VAT, customs duties for export deliveries, take-back costs and costs of proper recovery and disposal of waste electrical and electronic equipment for commercial purposes pursuant to the Austrian Ordinance on Handling Waste Electrical Equipment [Elektroaltgeräteverordnung, EAG-VO]. Any discounts or reductions compared to the catalogue prices that are granted or promised to the customer are conditional in every case upon full and timely payment of the relevant invoice. If we are commissioned by the customer to load or ship the goods, the customer shall bear all associated costs, in particular freight, shipping insurance and any duties, including import and export duties.

5. Payment terms

5.1 Unless otherwise agreed, all invoices are payable immediately without any deductions. Payments will only be deemed to have been made once they have been credited to our account. The place of performance for all payment obligations is our registered office.

5.2 We are not obliged to accept bills of exchange or cheques. We will strictly only accept bills of exchange or cheques subject to redemption. The customer shall reimburse us for any costs of redeeming the bill of exchange or cheque.

5.3 If the customer is fully or partially in arrears with a payment, if a bill of exchange or cheque of the customer cannot be redeemed, or facts become known that could significantly diminish the creditworthiness of the customer or a petition to open insolvency proceedings is filed, then we have the right to require immediate payment of all outstanding invoices (even if they have not yet fallen due) and to require advance payment for all deliveries that have not yet been made. We may set a reasonable deadline by which the customer shall, at its choice, either provide consideration or collateral against performance. Following expiry of that deadline without satisfactory result, we are entitled to withdraw from the agreement. However, we do not have the right to withdraw from the agreement if the customer files a petition for insolvency proceedings to be opened. The customer may avert the obligation for early payment and our right of withdrawal by providing adequate collateral. We are also entitled to exercise the aforementioned rights if the

enterprise of the customer is dissolved or liquidated or ceases its business activities, if significant portions of the enterprise are transferred or if debt enforcement measures are taken with respect to the customer's assets.

6. Offsetting of claims, right to withhold performance

6.1 The customer is only entitled to offset its claims against our claims if its counterclaim is undisputed or has been established by final judgment. The customer only has the right to withhold performance, if its counterclaim is undisputed or has been established by final judgment.

6.2 If the customer has failed to fulfil any of its contractual obligations or to fulfil them on time whatsoever, we are entitled to withhold our own contractual performance. We are entitled in particular to withhold any performance of warranty, guarantee or liability obligations until the customer has paid for the goods concerned in full.

7. Retention of title

7.1 Any delivered goods remain our property until full payment of the respective purchase price. Furthermore, we retain ownership of all goods until receipt of all payments arising from the business relationship with the customer. That also applies to receivables arising in future and contingent receivables, e.g. in the case of reverse bills of exchange, and will apply even if payments are made with respect to specifically designated receivables. The goods and any goods subject to retention of title that replace them under the following provisions are referred to hereinafter as "retained goods".

7.2 The customer shall store the retained goods separately from other items with due commercial diligence and sufficiently insure them at its own expense against all risks, including, but not limited to, damage during operations, fire, burglary, theft and water damage. The customer shall suitably label retained goods as our property.

7.3 If the customer is a dealer, then the customer is only entitled to resell the retained goods in the ordinary course of business. The customer hereby assigns any purchase price claims arising from the resale of retained goods to us in advance. The customer shall record that assignment in its accounts. The same applies to other claims that replace the retained goods or otherwise arise with respect to the retained goods, such as insurance claims or claims based on wrongdoing in the case of loss or destruction. The customer shall not sell the retained goods to any buyer that has excluded or limited the assignment of payment claims against it. We hereby accept the assignment in advance. We authorise the customer to collect the receivables assigned to us in its own name; we are entitled to revoke said authorisation.

7.4 We are entitled to withdraw the authorisation for continued disposal over the retained goods and for collection of the receivables assigned to us, if the customer is in payment arrears or facts become known that are likely to significantly diminish the customer's creditworthiness. On our request, the customer shall provide all details concerning the assigned receivables that are required for collection of the receivables, including any documents required for enforcement, and shall notify its debtors of the assignment.

7.5 Any other disposal over the retained goods or the receivables assigned to us – in particular pledging, loaning, renting out, *cessio in securitatem debiti* or transfer of ownership by way of security [Sicherungsübereignung] – is forbidden. In the event of seizure, confiscation or other disposal over the goods, the customer shall inform the third party without delay of our ownership and notify us without delay so that we can exercise our ownership rights. If the third party is not in the position to reimburse us for the associated judicial or extrajudicial costs, the customer shall bear said costs.

7.6 If the customer breaches the agreement, and in particular is in arrears with payment, we are entitled to reclaim the goods after issuing a reminder, and the customer is obliged to surrender the goods. The instruction to surrender the goods does not constitute notice of withdrawal from the agreement, unless expressly stated. For the purpose of repossession of retained goods at the customer's site, the customer irrevocably grants us the right to enter its business and storage facilities where it has stored the retained goods without hindrance during normal business hours and to take the retained goods. The customer shall reimburse us for any costs arising in connection with the repossession of the retained goods.

7.7 The customer shall perform any processing and reprocessing of the retained goods for us as the manufacturer without any resulting obligations on our part. If retained goods are reprocessed, combined, blended or mixed with other goods that do not belong to us, we are entitled to a co-ownership share in the new item according to the ratio of the invoiced value of the retained goods to the other goods. If the customer obtains sole ownership of the new item, it shall grant us co-

ownership and store the item for us at no charge. If the retained goods are resold together with retained goods belonging to other suppliers, irrespective of whether the goods have been reprocessed, combined, blended or mixed, then the assignment in advance agreed above will only apply in the amount of the invoiced value of our retained goods that are resold together with the other retained goods.

7.8 If the value of the collateral held by us exceeds the value of receivables owed to us by the customer by more than 20%, on request of the customer, we are obliged to release collateral of our choice to that extent.

8. Maintenance, service, repairs

8.1 The customer is obliged to have all maintenance, service and inspection work that is stipulated or recommended in the product descriptions for the retained goods performed in a timely manner and to have any necessary repairs performed properly and without delay by us or by a specialist workshop designated and authorised by us at its own expense, to handle the retained goods with care and to refrain from any measures that could impair the value of the retained goods.

8.2 If the customer breaches its obligation under Section 8.1., we are entitled to withdraw from the agreement after setting a grace period.

9. Warranty, guarantee, liability

9.1 The customer has to examine thoroughly the goods without delay following delivery to the customer or to a third party designated by the customer. The goods shall be considered to be accepted by the customer if we are not notified of any complaints regarding obvious or recognisable defects without delay, by no later than within 7 days of delivery of the goods, or within 7 days of discovery of hidden defects, in writing and with a precise description of the defect(s). Whether said notification is made within the deadline will be determined by the date on which the notification is sent.

9.2 We are only subject to guarantee obligations if and to the extent that we have expressly undertaken such obligations.

9.3 If delivery of used items is agreed with the customer on a case-by-case basis, the customer will have no guarantee and/or warranty rights vis-à-vis us regarding quality defects, unless otherwise expressly agreed in writing.

9.4 In the case of goods manufactured by us based on the customer's specifications, we are not obliged to review the content of the specifications provided by the customer and therefore do not assume any warranty for their feasibility or usability.

9.5 We will solely fulfil our warranty/indemnification/guarantee obligations by repairing or exchanging defective parts. If the goods are defective, it is solely at our discretion whether to rectify or exchange the goods. The customer has no right to price reduction, cancellation of the agreement or reimbursement. For performance of our warranty/indemnification/guarantee obligations, the customer shall transfer the defective goods to our works at its own expense and risk. If the complaint is justified, we will reimburse the costs of the cheapest available shipping method; that does not apply if the costs are higher because the goods are not located in the intended place of use. If the goods are exchanged, the customer shall return the defective goods and provide compensation for use of the goods until that time. The compensation for use will be calculated on the basis of the value of the goods according to the ratio of the actual duration of use to the expected possible total useful life, i.e. according to straight-line depreciation on a *pro rata temporis* basis. If we provide compensation or exchange parts for the returned goods, ownership of the replaced goods or replaced exchange parts will transfer to us.

9.6 We are entitled to make the required rectification or exchange conditional upon the customer paying the due purchase price. However, the buyer is entitled to withhold a portion of the purchase price commensurate with the defect.

9.7 Our liability for indemnification claims of any kind whatsoever, in particular arising from impossible, late, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations, wrongdoing and from breaches of duties by persons for whose culpability we are responsible by law is limited to wilful misconduct and gross negligence. Any indemnification obligation for slight negligence is excluded. That exclusion of liability for slight negligence does not apply to injuries to life, limb or health or claims under the Austrian Product Liability Act [Produkthaftungsgesetz, PHG]. Compensation for consequential damage or losses, for purely financial losses, for loss of profit and/or for indirect damage or losses is also entirely excluded. Product liability for damage to items that the end buyer uses predominantly at its enterprise is entirely excluded. To the extent that our indemnification liability is excluded or limited, that also applies to any personal

indemnification liability of our staff, workers, colleagues, representatives and vicarious agents [Erfüllungsgehilfen].

9.8 We are not liable for the following defects/damage to goods:

- a) for any defects/damage associated with natural wear due to use and/or defects/damage to consumables and/or to wear parts (e.g. to seals, sealing gaskets, oil seals, lubricants, tyres, hoses, pipes, brake disks, brake shoes, brake linings, belts, glass components, nuts, screws, discs, washers, split pins, lifting chains, fittings and similar);
- b) for any defects/damage to equipment for which the customer or a third party did not perform the stipulated maintenance and services properly, professionally and/or in a timely manner in accordance with the maintenance instructions, operating manuals and/or documentation; the customer is required to prove that the maintenance and services have been performed;
- c) for any defects/damage to parts, that become defective as a result of delayed or improper repairs ("consequential damage");
- d) for any defects/damage associated with use that is not as intended and/or otherwise incorrect and/or due to the customer or a third party overloading equipment, including, in particular, non-compliance with operating manuals and/or documentation and/or associated with the equipment being in poor condition overall;
- e) for any defects/damage associated with the use of operating materials by the customer or a third party that are inappropriate or not of the kind specified, in particular operating materials other than those specified in the operating manuals and/or documentation;
- f) for any defects/damage associated with delayed or incorrect repairs or associated with the use of inappropriate or impermissible repair materials by the customer or by a third party, in particular non-compliance with the instructions set out in operating manuals and/or documentation or other instructions;
- g) for any defects/damage associated with changes to a piece of equipment or parts of the piece of equipment (in particular components, accessories or attachment parts) made unilaterally by the customer or by a third party without our prior written consent;
- h) for any defects/damage associated with components, spare parts, accessories, attachment parts and/or other parts of equipment installed unilaterally by the customer or by a third party without our prior written consent;
- i) for any defects/damage to parts or associated with parts that the customer or a supplier designated by the customer has provided to us for construction or conversion;
- j) for any defects/damage to parts or associated with parts that did not originate from us and were not procured by us;
- k) for any defects/damage associated with undue force, insufficient care or wilful mistreatment of the equipment;
- l) for any defects/damage associated with force majeure, including, but not limited to, thunderstorms, flooding, frost and other natural events;
- m) for any defects/damage associated with incorrect shipping, other incorrect conduct of the customer or a third party or wilful or malicious mistreatment or theft of the equipment;
- n) for any defects/damage to equipment that the customer has loaned or rented to a third party;
- o) for any defects/damage if the customer is in arrears with due payments owed to us.

Within the scope of warranty/guarantee/indemnification claims, any costs of oils, petrol, diesel fuel, hydraulic fluid, chemicals, cooling and cleaning materials, contacts, jacks, traction and auxiliary batteries, fuses, bulbs, cable harnesses, glow plugs and similar electrical parts, as well as wear parts that are replaced during the handling of a warranty/guarantee/damage claim are not eligible for compensation; the same applies to expenses and materials for troubleshooting without lasting elimination of the cause.

9.9 Any assignment of the customer's warranty/indemnification/guarantee rights to a third party is inadmissible and invalid with respect to us.

9.10 Unless otherwise agreed with the customer in writing, the warranty/guarantee period for the delivered equipment and parts of the equipment is one year or at most 1,000 operating hours, whichever is first, but at least 6 months in the latter case, and begins on the date on which we provide notification of readiness for collection, but upon handover of the equipment to the customer or its representative at the latest. Unless otherwise agreed in writing with the customer, the deadline for claiming indemnification for the delivered equipment and for parts is one year dating from knowledge of the damage and the party responsible for the damage. If the customer fails to assert its warranty/guarantee/indemnification claims in court within the aforementioned period (lawsuit or objection), all said

claims of the customer will lapse. The extrajudicial notification of a defect/damage does not extend the warranty/indemnification/guarantee deadline. Even the repair or exchange of a component of a piece of equipment, for any reason whatsoever, will not extend said warranty/indemnification/guarantee period for the equipment itself.

10. Intellectual property rights

10.1 If we manufacture goods on the basis of design details, specifications or other instructions of the customer, the customer shall indemnify us and hold us harmless with regard to all resulting claims of third parties due to claimed infringements of intellectual property rights of third parties, except in the case of gross negligence or wilful misconduct on our part. We always retain the copyright and all other intellectual property rights to the goods, as well as to plans, sketches, samples, models, catalogues, images and similar created by us.

11. Labelling of the purchased goods

11.1 The customer shall ensure that all markings and labels applied to the goods, in particular designation of origin, equipment number, warnings, instructions for use and similar, remain undamaged and clearly visible. The customer may only apply any markings or labels to the delivered goods upon complete transfer of ownership; that does not apply to the labelling obligation under Section 7.2.

12. Disposal of waste electrical and electronic equipment

12.1 If the goods come under the scope of the EAG-VO, the customer shall assume the obligation to finance the collection and handling of waste electrical and electronic equipment for commercial purposes pursuant to the EAG-VO if the customer is itself the user of the electrical/electronic equipment. If the customer is not the end user, the customer shall impose the financing obligation on its customer in full and shall provide us with documentation thereof.

12.2 The customer shall ensure that we are provided with all necessary information to fulfil our duties as a manufacturer/importer, in particular under Sections 11 and 24 of the EAG-VO and the Austrian Waste Management Act [Abfallwirtschaftsgesetz, AWG].

12.3 The customer is liable for any damage or losses and any other financial disadvantages incurred by us due to failure to fulfil or inadequate fulfilment of the financing obligation and other obligations pursuant to Section 12. The customer shall bear the burden of proof of fulfilment of said obligation.

13. Miscellaneous provisions

13.1 We are entitled to transfer our obligations vis-à-vis the customer to other companies within our Group.

13.2 There are no oral side agreements. Any amendments or additions to the agreement will not be valid unless made in written form.

13.3 The place of performance for any obligations arising from the contractual relationship is our registered office, unless otherwise specified. If we are also required to perform installation work, the place of performance is the designated installation site.

13.4 If any provision or part of a provision of these GTC or a subsequent amendment or addition is or becomes void, invalid or unenforceable, or if these GTC contain an unintended gap, the effectiveness, validity or enforceability of all other provisions will be unaffected. Any such void, invalid or unenforceable provision shall be deemed to be replaced, and any gap shall be deemed to be filled, by an appropriate provision that, according to the commercial purpose and subject matter of the provision and/or these GTC, comes as close as possible to the original intent of the parties or the intent of the parties if they had considered said subject matter, insofar as permitted by law.

14. Legal venue, applicable law

14.1 The exclusive legal venue for any disputes arising from or in connection with the contractual relationship is agreed as Vienna; however, we are also entitled at our discretion to file a lawsuit at the general legal venue of the customer. The above rule does not apply if another exclusive legal venue is established by law.

14.2 The law of the Republic of Austria applies, excluding conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.