



A MEMBER OF KNAPP GROUP

General Terms and Conditions

1 General

1.1 These General Terms and Conditions shall apply without exception to all current and future supplies and services as well as offers and payments from and to ivii even if no explicit reference is made thereto.

1.2 Deviating general terms and conditions shall only apply if ivii expressly accepts them in writing.

1.3 These General Terms and Conditions by ivii are deemed accepted unless the CUSTOMER disagrees with them at the earliest opportunity.

2 Offers

2.1 An offer from ivii shall be deemed binding if a commitment period is expressly specified. Prices offered can vary especially as a result of fluctuations in exchange rates and commodity prices, e.g. on the oil and steel markets and in the case of technical adaptations, and may be adapted accordingly by ivii.

2.2 Unless referred to explicitly in the offer of ivii, the details about weight, dimensions, price, performance etc. stated, including without limitation on the internet, in catalogues, on diagrams and in price lists, shall be non-binding.

3 Contract conclusion

3.1 The Contract shall be deemed concluded if ivii receives a purchase order from the CUSTOMER based on their offer. Commitments and collateral agreements as well as supplements and modifications of any type shall be valid only if confirmed in writing by the respective other Party.

3.2 In the case of inconsistencies, ivii's offer including its annexes shall take highest priority; followed by the present General Terms and Conditions.

4 Diagrams and documents/services

4.1 Both Parties may rely on the documents and information provided by the other Party being correct and complete. The CUSTOMER shall provide in full all necessary data to ivii. Furthermore, it is agreed that the CUSTOMER shall make available to ivii any applicable country-specific statutory provisions, standards and implementation guidelines, if needed, and shall inform ivii about their changes during the term of the Contract.

4.2 If, after receipt of documents and/or during project implementation, the CUSTOMER informs ivii about desired revisions or changes, ivii shall analyze them for technical feasibility and feasibility in terms of costs and time and make a corresponding offer, if necessary.

4.3 Final planning documents shall be valid only if authorised by both Parties to the Contract.

4.4 The CUSTOMER shall obtain all official authorizations required in due time and at its own expense. ivii shall obtain permits if this has explicitly been identified in advance as ivii's obligation. The costs and the risk of issuing those permits shall be borne by the relevant responsible Party.

4.5 ivii is entitled to have parts of the contractual services performed by subcontractors commissioned by ivii.

5 Delivery or performance periods / delays

5.1 Binding delivery and/or performance dates must be agreed on expressly as such. Agreed deadlines are only valid if the final planning

documents are transmitted and authorised in due time by both Parties to the Contract. Delays in this respect shall be borne by the Party responsible for them.

5.2 In delays occur, the Parties shall inform each other immediately and in writing, specifying the reasons for the delay. In such cases, any deadlines shall be reasonably extended by ivii. If the CUSTOMER delays the execution of the project, additional costs may arise that ivii can charge for correspondingly. In particular, the CUSTOMER shall ensure that all construction activities related to the building that are necessary for the proper erection of the System have been concluded (as stated in the technical offer). 5.3 If the CUSTOMER does not accept a delivered good on the agreed date, the CUSTOMER shall nevertheless pay the relevant part of the purchase price due as if delivery had taken place. In such case, ivii shall ensure that the delivery item is stored at the cost and risk of the CUSTOMER.

6 Price / payment conditions / transfer of ownership

6.1 Payments must be made in accordance with the offer without deductions within 30 days. ivii shall be reimbursed to the proven extent for any additional costs, including, without limitation, of alteration of works, arising after the Contract was entered into because of amendments to relevant laws, regulations or directives, or changes in the customary approval procedures of authorities.

The right to price changes due to currency fluctuations shall be preserved.

6.2 The CUSTOMER may only offset these against claims that are legally established or that have been acknowledged in writing by ivii.

6.3 Should the CUSTOMER default on an agreed payment, ivii shall be entitled to claim default interest. The statutory interest rate is deemed agreed. In the case of late payment, ivii is entitled to withhold performance of its own obligations until receipt of the outstanding payments.

7 Ownership / transfer of risk

7.1 Until the complete payment of the System by the CUSTOMER, all supplies remain the property of ivii.

7.2 The parts of the System shall be delivered according to the latest edition of the INCOTERMS and as defined in the offer and, in the absence of any other agreement, DAP (place of delivery) unloaded. If dispatch is delayed by circumstances for which the CUSTOMER is responsible, the risk shall pass to the CUSTOMER from the date of readiness of dispatch and the CUSTOMER shall bear all related additional costs.

8 Use of software

8.1 In connection with the present System, and exclusively in this context, the CUSTOMER shall receive a non-exclusive, non-transferable, temporally unlimited right of use to the software (including PLC). The CUSTOMER is not permitted to, including, without limitation, copy, distribute, edit, modify, decompile, rent out, lease, sell or publish the software or otherwise make it available for use by third parties, either for consideration or gratuitously, or to grant any sub-licences or other rights of use.

8.2 ivii remains the owner of the copyrights and of all other intellectual property rights as well as the owner of the software. If the CUSTOMER infringes contractually agreed rights of use, ivii is entitled to withdraw these rights. Further statutory claims shall remain unaffected.

8.3 ivii warrants that the contractual use of the software by the CUSTOMER does not infringe any rights of third parties.



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9 Test and acceptance

9.1 The Acceptance and takeover of the System is conducted by the CUSTOMER through proof of the contractually agreed requirements. The Parties shall prepare and sign certificates for all stages of the acceptance. The tests that verify the contractually agreed characteristics take place within the period agreed between the Parties, starting with ivii's handover of the System for testing to the CUSTOMER and ending with the CUSTOMER's takeover of the System (takeover).

9.2 Minor defects shall not preclude the takeover of the System by the CUSTOMER. These defects are recorded in writing, deadlines for the remedying are set together and their remedying is processed correspondingly by ivii.

9.3 It is the CUSTOMER's own responsibility to carry out the tests and make the corresponding preparation and follow-up work connected to the tests, in cooperation with ivii, and the CUSTOMER must make available all necessary operating resources and operating media as well as trained personnel at no cost and in sufficient quantity and quality.

9.4 If the CUSTOMER does not carry out the tests by the agreed date for their own reasons for which ivii is not responsible, or fails to fulfil the obligations stated in item 9.3, ivii shall have the possibility to obtain and document reasonable evidence of the contractually agreed requirements on its own and without the presence of the CUSTOMER but at the CUSTOMER's cost.

9.5 If the supplies and services of ivii meet the contractually agreed requirements, the takeover of the System by the CUSTOMER shall be deemed to have taken effect.

If the CUSTOMER does not or cannot takeover or accept the System by the agreed date for their own reasons for which ivii is not responsible, then the System shall be deemed to have been taken over by the CUSTOMER and acceptance completed within 14 days of the time agreed for this at the latest.

10 Warranty for defects / impairment of the performance of an obligation

10.1 ivii shall be responsible for the correct and complete rendering of the contractually agreed characteristics of its supplies and services by the point of the takeover of the System, but not for the fulfilment of any further characteristics. Wear parts are excluded from this warranty.

10.2 ivii shall assume no warranty obligation if the CUSTOMER uses or modifies the System contrary to the contractual guidelines or if the System is not adequately monitored, cleaned or maintained. The warranty obligation does not extend to faults, damage or defects resulting from normal wear and tear, erroneous handling or use other than that defined, excessive use and loads, the use of unsuitable operating resources, or other improper actions or omissions at the instigation of the CUSTOMER or third parties acting on its behalf.

10.3 The warranty is excluded unless the CUSTOMER notifies ivii in writing of any identified or identifiable defects immediately but at the latest 3 days after a defect has become identifiable, and describes the defect in as much detail and as comprehensively as possible. If ivii warrants for a defect, ivii shall, within a reasonable period and at its discretion, remedy the defect either on site through repair, by replacing the defective part or by mending the part sent back by the CUSTOMER at ivii's premises. ivii shall only dismount and remount the defective or mended part if this requires special know-how and/or if the CUSTOMER is not trained to carry out activities of this kind. Should

the first attempt to remedy the defect fail, ivii shall be granted a reasonable extension of time.

10.4 The warranty period is 12 months and shall start at the takeover of the System by the CUSTOMER. For products not manufactured by ivii, the CUSTOMER is granted the relevant warranty period of the supplier. The warranty for parts replaced or repaired within the warranty period shall end 6 months after replacement or repair, but not earlier than at the time of expiry of the warranty for the entire System. The warranty period for spare parts shall start upon delivery on site.

10.5 If it is found that ivii was not responsible for the defect, the CUSTOMER shall reimburse ivii for the costs incurred by the search for defects and/or remedy of defects.

10.6 The CUSTOMER's right to sue for rescission of this Contract due to mistake shall be excluded.

11 Liability

11.1 In accordance with the relevant statutory provisions, ivii shall be liable to the CUSTOMER for personal injury, wilful intent, fraudulent concealment of defects and claims under the Product Liability Act (Produkthaftungsgesetz).

11.2 For any damages to property and any financial losses derived from personal injury or damage to property that ivii causes through negligence in the execution and implementation of its supplies and services, the liability of ivii shall be limited to 25 % of the net Contract value for each damaging event, and in total limited to a maximum of 50 % of the net Contract value.

11.3 To the extent permitted by law and only in cases of wilful intent, ivii shall be liable for financial loss not resulting from personal injury or damage to property, for loss of profit, loss of production, indirect damage and damage resulting from third-party claims. Further claims for damages shall be excluded.

11.4 Claims for damages by the CUSTOMER shall expire six months after the CUSTOMER becomes aware of the damage and the liable party. The CUSTOMER must prove any fault on the part of ivii.

11.5 When using the range of supplies and services provided by ivii, the CUSTOMER shall comply with all relevant provisions, technical regulations as well as operating instructions and instructions for use and shall only use authorized, specifically trained personnel. ivii cannot be made liable for damage caused by operating errors on the part of the CUSTOMER, non-compliance with the instructions of use and the operating instructions, the omission of the maintenance work necessary on the part of the CUSTOMER and by any other lack of due care on the part of the CUSTOMER or by a negative impact on the CUSTOMER's or ivii's software due to computer viruses.

11.6 The CUSTOMER is aware that ivii's Systems may only be operated and maintained by specifically trained personnel. The introductory training is carried out by ivii and its scope is defined by ivii. The CUSTOMER is responsible for the training of further personnel and for compliance with standards taught in the training.

11.7 If the CUSTOMER uses the System for commercial purposes before takeover and/or without ivii's consent, ivii shall assume no liability whatsoever for the functioning of the System or any other consequences.

12 Termination clause

12.1 Should one of the Parties to the Contract commit a serious breach of essential contractual obligations and, despite receipt of a precise written and specific complaint and under granting of a reasonable deadline for compliance, fail to meet the deadline, the other Party may continue to demand compliance and retain its own obligations within this



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period or withdraw from the Contract upon granting of another deadline under the threat of withdrawal. In addition, each Party to the Contract can terminate the contractual relationship if insolvency proceedings have been opened with regard to the assets of the respective other Party or if a petition for the opening of such proceedings is dismissed due to a lack of assets to cover the costs.

13 Force majeure

13.1 Both Parties shall be entitled to cease fulfilment of their contractual duties if such fulfilment is rendered impossible or unreasonably complicated through circumstances outside of the corresponding Party's or their supplier's control. The Party concerned shall immediately make a statement as to the start and cause and, as far as possible, the consequences to be expected and the estimated duration of the delay. Dates and time limits shall be extended by at least the period of the delay. After the impediment ceases to exist, the parties to the Contract shall agree on new dates.

13.2 If the suspension of the Contract persists over a period of more than six months, each Party to the Contract may cancel the Contract. The services rendered by ivii up to this point shall be charged for according to the expenses already incurred. Furthermore, neither Party shall be liable to the other Party for the consequences of impairments to the fulfilment of the Contract arising from force majeure.

14 Confidentiality / data protection

14.1 The Parties to the Contract undertake to treat as confidential all circumstances and information obtained by or through the relevant other Party to the Contract in the context of this Contract, including, without limitation, all information customarily deemed to be trade or business secrets.

14.2 To the extent permitted by law, the Parties to the Contract shall also commit their employees and other third Parties commissioned in connection with this Contract to fulfil this obligation.

14.3 In the case of breaches it shall be expressly agreed that the breaching Party shall reimburse the other Party for all damage that has actually occurred and been proven.

14.4 Both Parties to the Contract shall only use personal data made available to them within the framework of their contractual relationship

for the purpose of fulfilling their respective contractual obligations and shall prevent third Parties from accessing or becoming aware of these data. Both ivii and the Party to the Contract undertake to comply with all relevant data protection regulations, in particular the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and on the repealing of Directive 95/46/EC (General Data Protection Regulation), and shall impose this obligation if necessary on its business partners.

15 Applicable law / place of jurisdiction

15.1 This Contract is exclusively subject to the law of the Republic of Austria, to the exclusion of the conflict-of-law rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2 If disputes arise in connection with or as a result of this contract, the Parties to the Contract shall strive to achieve an amicable settlement within 30 days from the beginning of informal negotiations.

15.3 The exclusive place of jurisdiction for all disputes arising from or in connection with this Contract (or subsequent amendments to it), including disputes over the realization of this Contract, its validity, interpretation, fulfilment, violation or termination is the city of Graz, Austria.

16 Severability / general provisions

16.1 If individual provisions of these General Terms and Conditions are or become invalid or unenforceable in whole or in part or if provisions are lacking, the remaining provisions shall remain valid. The invalid or unenforceable provisions shall be replaced by valid provisions that best meet the commercial purposes intended by the Parties through the ineffective provisions.

16.2 The rights and obligations listed in this Contract shall apply to all legal successors of the Parties. The Parties shall inform each other about legal succession in due time. The CUSTOMER is not entitled to assign individual claims under this Contract to third parties without prior written consent from ivii.