

General terms and conditions of purchase
of
BUHLMANN AUSTRIA GMBH
Status: August 2019

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¹ *domicilium disputandi*

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1. Scope

These general terms and conditions of purchase (briefly referred to as the "GTCP" hereinafter) of BUHLMANN AUSTRIA GMBH, with its registered office in Stadtplatz 12 – Top 6, 8680-Mürzzuschlag, (briefly referred to "BUHLMANN" hereinafter) apply to all of BUHLMANN's purchase orders about delivering goods, work or services, which will be concluded **between BUHLMANN and the supplier or the service-provider (contractor)** (briefly referred to as the "Supplier" hereinafter). These GTCP apply to all further business transactions without a renewed express agreement too and even if they will not be particularly referred to in an individual case. Alterations and supplements of the GTCP as well as verbal agreements that diverge from the content of these GTCP will only be effective with BUHLMANN's written confirmation. BUHLMANN expressly contradicts any of the Supplier's general terms and conditions of business or his similar provisions. The general terms and conditions of business that the Supplier submits are invalid unless their validity has been expressly consented to in writing. The GTCP are filed in a printable way as a pdf file on BUHLMANN's web site at <https://buhlmann-group.com>.

2. Contractual language

The contractual language is German. All other information and transactions will be offered in the German language.

3. Applicable law, place of jurisdiction and place of performance

These GTCP and the contracts that will be concluded with reference to these GTCP are subject to Austrian material law, subject to excluding the United Nations Convention on Contracts for the International Sale of Goods (UN Purchase Law). The sole jurisdiction of the materially responsible court in Mürzzuschlag applies as agreed. The sole jurisdiction of the materially responsible court in Mürzzuschlag also applies in the case of international deliveries. BUHLMANN also reserves the right to sue the supplier at his general place of jurisdiction. In addition, BUHLMANN also reserves the right of appeal to any other court that can be responsible or have jurisdiction on account of applicable international standards. The place of performance for deliveries, work, services or payments is BUHLMANN's registered office.

4. Conclusion of the contract and quality of the goods

4.1 Conclusion of the contract

All of BUHLMANN's enquiries are invitations to the supplier for presenting a quotation. BUHLMANN's enquiries are subject to change without notice and they are given without engagement. The quotations must be submitted to BUHLMANN in writing. The contract will materialize as soon as BUHLMANN accepts a quotation from the Supplier in writing. The Supplier's quotations and cost estimates are binding for BUHLMANN until four weeks have passed after it has received them. BUHLMANN does not have to remunerate [the Supplier for] the cost estimates and test certificates unless something else has been expressly agreed in writing.

4.2 Quality of the goods

All of the characteristics and features that have been mentioned in the enquiries, specifications, purchase orders, acknowledgements of order and confirmations of order and telephone calls, or in other correspondence, apply as the agreed quality of the goods. The same thing applies to the characteristics and features of the goods that have been mentioned on the product's packaging or advertising of the supplier or manufacturer. In addition, the goods must also comply with the product's characteristics and features of a commercial sample that is handed over to BUHLMANN and accepted by BUHLMANN. The submitted initial sample or original sample also remains the basis of the contract whenever the supplier subsequently sends choosing samples to BUHLMANN for individual or partial deliveries, in order to document the quality of the current production. If a choosing sample represents an important improvement of an original sample, then this can be amicably agreed in a separate written agreement as a new original sample that is binding for all future deliveries. The Supplier guarantees that his goods do not infringe any third-party rights in the country of destination which he has advised to the Supplier.

5. Prices, transport costs, due date and payment

5.1 Prices and transport costs

The price that is quoted in the purchase order is binding. If the prices are agreed for the day of delivery, then the valid price on the day when the material is shipped or despatched applies. The price comprises the cost of packaging as well as the requisite certificates, test reports, drawings and comparable services from the Supplier. The Supplier bears the cost of transport insurance. The price includes the delivery to the place of delivery that BUHLMANN mentions in its purchase order, including all of the associated costs. BUHLMANN will only accept the transport cost on account of an express written agreement. If BUHLMANN has accepted the transport cost, then the Supplier has to choose the most economical type of despatch.

If an agreed date of delivery can only be kept through accelerating the transport of the goods due to a delay for which the Supplier is responsible, then the extra costs which arise because of that, like express surcharges and air-freight costs for example, must be borne by the supplier whenever BUHLMANN has undertaken to pay for the regular transport cost. The same thing applies to an accelerated transport of the goods that will be implemented for reducing the delayed delivery.

5.2 Due date and payment

Invoices must not be enclosed with the consignment but at least two copies of them have to be submitted separately immediately after delivery with proof of the value-added tax and give information about BUHLMANN's purchase order number and the purchase order's item number. BUHLMANN reserves the right to choose the means of payment. The date when the invoice is received by BUHLMANN applies to calculating the period of payment. The periods of payment and discount will only begin to run whenever the Supplier has provided the complete extent of the supply and scope of work. The provision of all documents that accompany the goods and other supporting documents, like works certificates, original certificates, test reports, etc., are unrestrictedly included for this purpose. In the case of a delivery to a third party whom BUHLMANN names, a proof of receipt must be enclosed. The invoices will only be authorized for payment after they have been received. BUHLMANN will not fall into arrears or default of payment in the case that the information on the invoice is incomplete or incorrect.

The Supplier's claims to payment are due 30 days after receiving the goods together with the associated supporting documents and the proper invoice. If BUHLMANN pays within 14 days, then the Supplier warrants a 3 % discount. BUHLMANN can claim a retention of 5 % on the order value that does not attract interest during the warranty period, which can be redeemed through a bank

guarantee that is unlimited in time.

Rights of setoff and retention are vested in BUHLMANN to the legal extent. BUHLMANN is especially entitled to set off any debt claims against the supplier that are vested in it and which arise from the respective contract or from the current business relationship. Rights of setoff and retention are only vested in the Supplier whenever the counter-claims are undisputed or legally established as binding. Furthermore, the right of retention is only vested in the Supplier whenever it originates from the same contractual relationship. The payment [by BUHLMANN] does not signify either a recognition of proper delivery or performance (work or service) or a waiver of the rights that are vested in BUHLMANN. The supplier must bear the bank charges of the receiving bank.

The supplier can only assign or pledge [debt] claims effectively with BUHLMANN's written consent. BUHLMANN will not refuse to give this consent without an important reason.

6. Deliveries

6.1 Delivery

The period of delivery that is stated in the purchase order is binding. Receipt of the goods within the usual hours of business at the place of delivery that BUHLMANN has given is decisive for the delivery's timeliness. The despatch has to be sent to the receiving location that BUHLMANN specifies. The Supplier is obligated to choose a type of despatch which ensures that the agreed date of delivery will be met in every case. If it is impossible for the Supplier to meet the date of delivery, then the Supplier has to choose a type of despatch which enables the goods to be delivered as quickly as possible to the place of delivery that BUHLMANN has given. The extra costs that arise because of that, like express surcharges and air-freight costs for example, must also be borne by the Supplier whenever BUHLMANN has undertaken to pay for the regular transport cost. The Supplier has to inform BUHLMANN immediately in writing if circumstances which can cause a delayed delivery arise or he becomes aware of them. If it is recognizable that the agreed date of delivery will be imminently exceeded by more than two weeks, irrespective of whatever reason, then BUHLMANN is entitled to withdraw from the contract. Only the legally prescribed rights of withdrawal exist for the Supplier, even in cases of force majeure.

The Supplier has to send a reasonable number of choosing samples, a test report and a production record to BUHLMANN at least three days before each item is despatched. Likewise, the Supplier has to forward a notice of despatch to BUHLMANN about the purchase order number and purchase order's item number, as well as the prices, quantity and precise description of the goods, three days before he sends the consignment.

If BUHLMANN does not accept the delivered goods due to complaints following his inspection of the

incoming goods, then the supplier must collect the delivery from BUHLMANN's premises free of charge within 5 working days after an appropriate notification.

Every delivery must be accompanied by a delivery note in duplicate. All of the purchase order's data must be stated on the delivery note and invoice. If the delivery note is lacking or if it contains incorrect or incomplete information, then BUHLMANN will be entitled to reject the delivery or send it back. If BUHLMANN stores the goods nevertheless, then the goods will be stored at the supplier's cost and risk. A copy of the delivery note must be sent to BUHLMANN under separate cover or by fax simultaneously when sending the goods. In the case of deliveries to a third party whom BUHLMANN names, only BUHLMANN's delivery notes must be enclosed with the goods.

6.2 Delayed delivery

The legal claims are vested in BUHLMANN unrestrictedly in the case that the agreed dates of delivery are not met, In the case of delayed delivery, BUHLMANN can demand from the supplier 0.5 % per day of the value of the goods that are affected by the delayed delivery as a lump-sum for compensatory damage, but not more than 5 % altogether. BUHLMANN reserves the right to assert claims because of further damages. Any contractual penalty that might have been paid already has to be credited to them. BUHLMANN's unreserved acceptance of delayed deliveries and performance (work or service) does not represent any waiver of the contractual and legal claims. However, the contractual penalty can only be claimed at the latest when paying the final account, if BUHLMANN reserves the right for this purpose.

6.3 Arrangements for delivery

The supplier has to arrange a transport insurance. BUHLMANN's express consent is required for partial deliveries, as well as for deliveries of lesser or greater quantity. BUHLMANN's purchase order is solely decisive for the content, type and extent of the delivery. The incoming weights that BUHLMANN ascertains on its works scales apply to ascertaining the weights. Insofar as weighing is impossible at BUHLMANN's premises, the railway's official weights that are attested on the freight note, or the weights that are ascertained on official scales in the case of delivery by lorry, apply. Insofar as it is necessary or customary to pack the delivered item, the Supplier has to ensure that the packaging is adequate. The packaging will only be returned in the case of a separate written agreement.

If proper shipping documents are submitted to BUHLMANN when it receives the delivered item, then all of the associated extra costs will be charged to the Supplier. BUHLMANN is also entitled to refuse to accept the delivery at the Supplier's cost in these cases. Furthermore, BUHLMANN can refuse to accept the delivery if an event of force majeure, or another circumstance lying outside BUHLMANN's sphere of influence, including industrial disputes, makes the acceptance impossible or unreasonable. In

such a case, the Supplier has to store the delivered item at his own cost and risk.

7. Passage of risk

The risk of the goods being accidentally destroyed or damaged will only pass to BUHLMANN when the goods are delivered to the place of delivery that BUHLMANN names.

8. Rights and duties in the case of defects

BUHLMANN must complain about any apparent defects [in the goods] within a reasonable time limit of at least two weeks after they have been delivered to the place of delivery. Latent defects must be claimed within a reasonable time limit of two weeks after their detection or discovery. If the complaint or notice of defects is sent in good time, that this suffices for complying with the time limit. If BUHLMANN resells the unpacked goods according to the regulations, then the time limit for inspection and complaint will only begin when the goods are delivered to BUHLMANN's customer. The Supplier cannot waive the objection that the customer's complaint was made improperly according to Article 377 of the Austrian Commercial Code in any case. BUHLMANN's payments do not signify any recognition that the goods are according to the contract. In the case of defects, all legal redress procedures including the right of choice are vested in BUHLMANN. The legal rules about the burden of proof apply.

If at least two (partial) deliveries are defective, then BUHLMANN will be entitled to cancel multiple delivery contracts or basic delivery contracts without giving notice. In the case of culpable conduct, the supplier is obligated to compensate BUHLMANN for the damage that it has incurred because of the cancellation. If it is necessary for BUHLMANN to make an inspection of the incoming goods to more than the usual extent as a result of at least two defective deliveries, then the arising extra costs will be charged to the Supplier.

9. Liability and the Supplier's exclusion of withdrawal

In the case of a defective delivery, the Supplier has to bear all of the expenses that are required for the purposes of subsequent performance: the costs of installation and dismantling, which BUHLMANN's customers recharge to BUHLMANN in connection with the defective delivery, are also included concerning this matter. The Supplier's liability contractually or non-contractually, or both, for infringements of duty is orientated to the legal regulations. In particular, no exclusions of liability, limitations of liability or exclusions of withdrawal will be recognized. If a claim is made against BUHLMANN, which arises from the liability of the product or producer, due to delivery of defected goods by the Supplier, then the supplier has to exempt BUHLMANN on demand from the liability of the product or producer that results from the fault. The Supplier is also obligated in this connection to compensate BUHLMANN for any expenses that it incurs or which arise in connection with a recall campaign by BUHLMANN, according to the principles about conducting business transactions

without an order, as well as according to the legal liability of joint and several debtors. BUHLMANN will inform the Supplier – insofar as possible and reasonable – and give him the opportunity to make a statement about the content and extent of the recall measures that must be taken.

The Supplier is liable for ensuring that the delivery or performance (work or service) does not infringe any third-party industrial property rights – also regarding their use – and he will protect BUHLMANN from damage and claims concerning this matter. If the Supplier makes inventions or improvements in connection with making the ordered delivery or carrying out the performance (work or service) according to BUHLMANN's information, supporting documents or models, then BUHLMANN has a free, assignable and non-exclusive right of use to these inventions or improvements and to any corresponding industrial property rights. The Supplier is obligated to inform BUHLMANN immediately about such inventions, improvements and industrial property rights. If the supplier has industrial property rights to the ordered deliveries or performance (work or service) or both, or to the process of manufacturing, then these must be notified to BUHLMANN on request, with information about the [industrial] property right's number (registrations of patents, trademarks and copyrights).

10. Reservation of ownership

BUHLMANN will recognize a simple reservation of ownership that the Supplier demands. However, BUHLMANN is entitled to resell the delivered item within the framework of ordinary business transactions, without recognizing an extended or prolonged reservation of ownership, or other forms of the reservation of ownership. BUHLMANN remains the owner of the materials, parts, etc., that BUHLMANN provided: these are only allowed to be used as directed.

11. Duty of insurance against product liability

The Supplier undertakes to arrange adequate insurance for covering the risks of product liability and he has to prove to BUHLMANN on demand that this insurance has been arranged, as well as that it is being maintained. If the Supplier does not fulfil this obligation, then he will be obligated to pay a contractual penalty amounting to € 10,000. The Supplier assigns his claims against the insurance company to BUHLMANN herewith, in the case of an insured event. BUHLMANN accepts this assignment.

12. Conflict minerals

BUHLMANN does not accept any products whatsoever that contain so-called "conflict materials" according to Sec. 1,502 of the Wall Street Reform and Consumer Act, which is also called the "Dodd-Frank Act". The matter in this case concerns GOLD, TANTALUM, TIN and WOLFRAM or TUNGSTEN that originate from the Democratic Republic of Congo or the neighbouring countries of Angola, Burundi, Central African Republic, Republic of the Congo, Ruanda, South Sudan, Tanzania, Uganda or Zambia ("3TG minerals"). The supplier is obligated to check and document that the goods

which are delivered to BUHLMANN do not contain 3TG minerals.

13. Agreement about confidentiality

The Supplier is only allowed to forward to third parties all of the information that BUHLMANN provides, of which he becomes aware during the framework of his activity according to this contract including the present contractual regulations, with BUHLMANN's written consent. This regulation does not apply to the information which was already known and disclosed to the Supplier at the point in time of concluding the contract, or which had already been published at the aforementioned point in time or afterwards, without this [information] being attributable to the recipient's illegal action or action in breach of the contract, or which will be published by a third party, or which was already known to the recipient legitimately at the point in time of the transfer by the third party without the obligation to observe secrecy, or which must be disclosed on account of a statutory or other legal duty of information.

14. Periods of statutory limitation

The Supplier's claims for payment will be time-barred after one year has expired. If no diverging agreement has been made, then the statutory limitation for defects claims is 36 months after the passage of risk.

15. Compliance with the legal provisions, especially the regulations about employees and other protective provisions

The Supplier ensures that his entrepreneurial activity will be conducted by complying with the law. The Supplier is especially responsible while doing so, when carrying out an order or purchase order - also vis-à-vis the statutory authorities (e.g., Industrial Inspectorate, Trade Authorities, etc.) - for complying with and monitoring all provisions of the law and standards, for the activities of employees and other representatives, especially regarding the protection of safety and health, especially the Coordination of Building Work Law, the Employee Protection Law, the Ordinance on Protection of Building Workers, the Employment of Foreigners Law, the Employer's Liability Law, the Wage and Social Dumping Law, etc., and BUHLMANN undertakes to pay full compensation for all of the damages and disadvantages in this connection.

16. Severability clause

The nullity of one of these GTCP's provisions leaves all of the remaining provisions upheld. The invalid provision must be replaced by an economically equivalent provision or by a similar but permissible provision.