

General Terms and Conditions of Sales and Delivery for BUHLMANN Austria GmbH

I. Scope of Application

1. The edition of these general terms and conditions of sale and delivery of BUHLMANN AUSTRIA GMBH, (briefly referred to as "BUHLMANN" hereinafter) with its registered office in Stadtplatz 12 – Top 6, 8680 Mürrzusschlag, which is valid at the point in time of placing the purchase order, applies to all of the contractual agreements about the purchase of goods or services from BUHLMANN that will be concluded between BUHLMANN and commercial customers/Buyers (businessmen or business enterprises, hereinafter referred to as "Customer"). The Buyer declares that he agrees with these general terms and conditions of business when he places a purchase order as well as by confirming an offer that BUHLMANN makes. These general terms and conditions of business apply to all future business transactions, even without a renewed express agreement.

2. Alterations and supplements of the general terms and conditions of sale and delivery as well as verbal agreements which differ from the content of these general terms and conditions of sale and delivery, will only be effective when BUHLMANN has acknowledged them in writing. BUHLMANN expressly rejects any of the Customer's general terms and conditions of business, or his general terms and conditions of purchase. General terms and conditions of business, or general terms and conditions of purchase, which the Buyer submits, and which differ from these general terms and conditions of business, or general terms and conditions of purchase, are invalid unless their validity has been expressly consented to in writing. BUHLMANN has filed the terms and conditions of business in a printable form as a PDF data file on its web site at <https://buhlmann-group.com>.

II. Applicable law, Place of jurisdiction, Place of Performance

1. The general terms and conditions of sale and delivery, as well as the contracts that will be concluded which include these general terms and conditions of sale and delivery, are subject to the Austrian material law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. The exclusive jurisdiction of the materially responsible court in Mürrzusschlag applies as agreed. The exclusive jurisdiction of the materially responsible court in Mürrzusschlag also applies as agreed in the case of international deliveries. BUHLMANN reserves the right to sue the Buyer at his general place of jurisdiction. In addition, BUHLMANN reserves the right of appeal to any other court that can be responsible or have jurisdiction on account of the applicable international standards. The place of performance for deliveries, work services or payments is the registered office of BUHLMANN.

III. Conclusion of Contract and Quality of the Goods

1. All of BUHLMANN's quotations are invitations to the Buyer to submit an offer. BUHLMANN's quotations are subject to change without notice and they are given without engagement. The Buyer's purchase order represents a binding offer by the Buyer to conclude a contract. The contract is concluded when BUHLMANN confirms the order in writing or the performance (work or service) is actually provided by BUHLMANN. BUHLMANN's quotation as well as its confirmation of the order are decisive for the contract's content. Subsequent alterations, supplements or collateral agreements - especially drawings, illustrations, technical data, dimensions, weights or other performance data - require written agreement in order for them to be valid.

2. Only those characteristics and features that are mentioned in the quotation or in the order confirmation are part of the agreed quality of the goods, or of the performance (work or service), that BUHLMANN provides. Declarations about the quality and about the shelf life or service life of the goods, with which BUHLMANN grants additional rights to the Buyer irrespective of his legal claims in the case of the guarantee, must be understood as a guarantee only if they are expressly described as such.

3. The quality and dimensions of the materials that BUHLMANN delivers are solely determined according to the international standards on materials. The common trade custom applies insofar no standards exist.

Increased or decreased quantities are permissible according to the standard or the applicable mercantile custom. At least one commercial length + 10 % applies in the case of tubes or pipes.

IV. Delivery, Transfer of Risk

1. The deliveries will be made ex-works (EXW - Incoterms® 2020). Partial deliveries are permissible unless they are excluded expressly: this also applies accordingly to the increased or decreased quantities that are customary in the branch of business. The goods will be delivered unpacked and without any protection from rust, if nothing else has been agreed expressly. Any packaging will be provided in return for an extra charge that is a common trade practice and in the way that is a common trade practice. Such an agreement about the packaging must be made in writing. It is excluded for BUHLMANN to take back the packaging. The choice of shipping route and means of shipping are left to BUHLMANN in the absence of a particular agreement. If the goods will be shipped by utilizing auxiliary material (pallets, etc.) then the Buyer is obligated to redeliver the same number and quality of auxiliary material free of charge. If he does not fulfil this obligation within a period of one week, then he will owe BUHLMANN the amount which is required for purchasing the same number and quality of auxiliary material. It is possible for the Buyer to collect the goods himself from BUHLMANN's location in Mürrzusschlag after agreeing on a date for pick-up.

2. The risk of accidental destruction or accidental damage of the goods passes to the buyer as soon as BUHLMANN has handed over the goods to a carrier or freight-forwarder, or to another person or institution that is designated for carrying out the dispatch or shipment but at the latest when the goods leave the factory or BUHLMANN's warehouse. If the goods are ready for shipping and the dispatch is delayed for reasons that are not attributable to BUHLMANN, then the risk will pass to the Buyer upon the notification of shipping. BUHLMANN is entitled in this case to despatch the goods according to its choice and at the Buyer's cost or to store them at its discretion and to charge [the Buyer] for them immediately.

V. Delivery, Impediments to Delivery

1. Dates for delivery and performance of services are binding only on the condition that we have confirmed this explicitly. Delivery dates refer to dispatch ex works, or, in the case of delivery to the Buyer's place of business ('frei Haus'), the date of receipt at the Buyer's place of business.

2. We are not deemed as defaulting on our obligations to deliver and perform until expiry of a reasonable extension of term that we have been granted.

3. A Force Majeure Event means any act or event or circumstance which itself and/or its consequences are unforeseeable, unavoidable, beyond a party's reasonable control and which prevents or delays the affected party's performance of its contractual obligations. This shall include, but not be limited to the impediments stipulated in paragraph 3 of the ICC Force Majeure Clause 2020, as well as expressly cyberattacks, shortage in energy supply, currency and trade restrictions, embargo, sanction all events in connection with SARS-CoV-2 and the Russian attack against Ukraine as well as countermeasures directed against it (in particular SANCTIONS). The affected party shall notify the other party of the Force Majeure Event within reasonable time after gaining knowledge of the circumstance. In case of Force Majeure Event the non-performing party is, from the time the Force Majeure Event causes the impediment to perform, relieved from (i) its duty to perform its obligations under the contract, (ii) any liability in damages or any other contractual remedy for breach of contract. This shall also be the case if engaged sub-suppliers are affected by an event of Force Majeure. In that event the affected Party shall only be obliged to recourse to alternate and/or additional sources if the services, equipment and/or materials are available at equivalent price and corresponding other conditions. If the event of Force Majeure continues in effect for more than 180 days, the parties shall enter into discussions with a view to alleviating the effects of the event of Force Majeure and/or to agreeing upon alternative arrangements as may be fair and reasonable to both parties.

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4. Cases of force majeure shall interrupt our delivery obligation for the duration and scope of their effect, even if we are already in default of delivery.

5. If we have concluded a congruent coverage transaction with our own supplier in a timely manner, any delivery dates we specify are subject to the condition that we ourselves are properly supplied in a timely manner.

6. In the cases referred to in clauses V. 3 and 5, we shall be entitled to withdraw from the contract if we have informed the Buyer without delay about a case of force majeure having arisen as detailed in Section V.3. hereof, or have informed the Buyer about unpunctual or improper delivery in the cases detailed in Section V.5., and we reimburse the Buyer without delay for any counter-performance he has rendered. We expressly commit ourselves to inform and reimburse the Buyer without delay, in accordance with sentence 1 of this clause.

7. In the event that delivery is delayed for reasons for which we bear responsibility, our liability shall be determined exclusively by the statutory regulations.

8. An acceptance, without reservations, of delayed deliveries or services shall constitute a waiver by the Buyer of his contractual or statutory claims unless the Buyer notifies us of such delay within 14 days after delivery.

VI. Prices, Shipping costs, Invoice, Default

1. Insofar as nothing else is agreed, the quoted prices are considered to be for the unpacked goods ex-works as well as for the net prices excluding the turnover tax or value-added tax. The buyer must pay separately for the incidental expenses of dispatch or shipment (e.g., taxes, customs duties, freight charges, fees, other fiscal charges, insurance premiums, etc.) as well as the materials that are required for the dispatch. The costs of packing, transport, loading and despatch will be charged according to cost. If the shipping is overseas, then the prices apply as F.O.B. delivery from the shipping port (Incoterms 2020). If no price is agreed, then the prices that are quoted on BUHLMANN's respectively valid pricelist apply. The prices apply as free delivery to the place of use via paved roads but without unloading in the case of deliveries from the warehouse that are agreed to be made free of freight charges.

2. Insofar as it is a common trade practice for the weight to be established by the weighing foreman in the factory in the case of goods that are calculated according to weight, this [weighing method] applies. The proof of weight applies as having been provided when the weighing note is submitted, subject to excluding other evidence. In the case of bundles, the goods including the holding materials will be weighed gross for net.

3. The invoices from BUHLMANN are immediately due for payment into the bank account that BUHLMANN names, without any deduction. The payment's timeliness depends on the date when the credit note reaches the bank account that BUHLMANN has stated. If the Buyer fails to provide payment under the contract, then BUHLMANN is entitled to set 14 days as the period of grace and to withdraw from the contract after this time limit has expired, or to sell the goods on the open market, or to auction them and to demand compensatory damages due to non-fulfilment. This procedure also applies if the Buyer is only in default in regard of a partial payment. The Buyer is obligated in the case of delayed or defaulted payment (later than 10 days after receiving the invoice) to pay interest to BUHLMANN amounting to 9 percentage points above the basic rate of interest of the Austrian National Bank. Furthermore, a lump sum of € 40.00 will be charged as compensation or reimbursement of the operating costs in the case of delayed or defaulted payment. Further (legal) claims remain unaffected.

4. The Buyer's payments will always be set off against the oldest debt: namely, initially against the costs including any costs of intervention and then against the interest.

5. Bills of exchange and cheques will only be accepted for the sake of fulfilment in each case. BUHLMANN does not have any obligation to accept bills of exchange or checks.

6. If taxes, customs duties, freight charges, fees or other fiscal charges of any kind - which influence the price of the goods - are increased or newly introduced after concluding the contract, or if other costs arise or are increased without BUHLMANN influencing them, then the parties must

negotiate about appropriately increasing the purchase price in response to BUHLMANN's demand. If an agreement is not reached within 30 days after notifying the demand, then BUHLMANN will be entitled to withdraw from the contract.

7. The Buyer is only permitted to have a right to retain payments or to set them off against his counterclaims if and insofar as the matter concerns due counterclaims that are undisputed or legally established as binding. BUHLMANN is entitled to set off its debt claims against those of the Buyer and against those of business enterprises with which the Buyer is affiliated according to company law, irrespective of whatever legal reason – against settling the interest if necessary – even if the debt claims are due for payment on different dates. If applicable, this authorization refers only to the balance on account. BUHLMANN's consent is required for assigning claims against it.

VII. Rights and Duties of the Buyer in the case of Defects

1. The Buyer has to check the goods or the performance (work or service) for completeness and conformity with the purchase order immediately after accepting or receiving them. Defects must be claimed in writing with a detailed description of the defect immediately after accepting or receiving the goods, or within 8 days after accepting or receiving the goods in the case of properly investigating the detectable defects, or immediately or within a time limit of three days at the most in the case of other defects as soon as they are detectable during the proper course of business. If the Buyer fails to notify a defect within the time limits stipulated, the performance (goods) is deemed to be accepted and all claims in connection with the defect are excluded.

2. The Buyer is obligated immediately to provide samples of the criticized material to BUHLMANN on demand. Before goods that are the subject of a complaint can be further processed or resold, BUHLMANN must be given an opportunity to examine the complaint.

3. In the case of goods that were sold as sub-quality goods, the Buyer has no warranty rights in respect of the specified grounds for lowered quality and in respect of such defects as could normally be expected in such cases. BUHLMANN shall not accept any liability for defects in goods sold as Class IIa goods.

4. In the case of justified and timely complaint about defects, the Buyer shall have the statutory rights in relation to the defective goods, but subject to the following provisions:

a. If the goods are defective, the Buyer's claims shall be restricted initially to performance of the contract. This provision shall not apply if it is unreasonable for the Buyer to accept such performance of the contract. We may choose at our discretion between rectification of the defect or subsequent delivery. If efforts at performance of the contract fail twice, or are refused by us, the Buyer may reduce the purchase price or withdraw from the contract.

b. The Buyer does not have this right of withdrawal if the defect is minor.

c. Section XI below shall apply to consequential damages resulting from defect.

d. We shall bear any expenses incurred in remedying defects only to the extent that they are of reasonable amount in the specific case, particularly in relation to the purchase price of the goods. We shall not bear any expenses that are incurred because the goods were brought to a different location than the agreed place of performance, unless such transfer accords with their contractual usage.

e. If several goods were sold and only single goods are defective, or if only single parts of one sold good are defective, any right of the Buyer to withdraw from the contract shall be confined to the defective goods or the defective part of a good. This principle shall not apply if the defective goods or the defective part of a good cannot be separated from the other goods or parts without causing damage to, or reducing the functionality of the good or goods, or if such separation would be unacceptable for the Buyer. The Buyer must explain the reasons for such unacceptability.

5. If acceptance procedures are agreed, such acceptance may only be carried out at our storage depot or the respective supplying factory; it must be carried out at the latest immediately after notification of readiness for dispatch. All costs associated with acceptance or charged to us in this

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connection by third parties shall be borne by the Buyer. In the event that special regulations on quality apply, the Buyer shall be obliged to perform acceptance procedures on the goods at our request. If acceptance is not carried out, or is carried out late or incompletely, we shall be entitled to dispatch the goods without acceptance, or to store the goods at the expense and risk of the Buyer. The goods are deemed to be delivered in accordance with the contract once they have been dispatched or placed in storage.

6. After the Buyer has accepted the goods in the manner agreed, no complaints of defects shall be accepted that were identifiable in the agreed type of acceptance procedure. If a defect was not identified by the Buyer on account of negligence, he may not assert any rights in respect of such defect unless we maliciously withheld such information or provided a warranty.

VIII. Manufacturer's Guarantee

Insofar as a manufacturer has given a voluntary consent that the goods will function for a specific period (manufacturer's guarantee), the manufacturer's guarantee applies in this respect. The conditions and restrictions of the respective manufacturer's guarantee must be inferred from the respective guarantee's provisions.

IX. Duty to inform

The Buyer must truthfully notify BUHLMANN about all of the information and facts that are necessary for providing the performance (work or service). Altered circumstances, especially alterations of the Buyer's data (name, address and e-mail) must be notified to BUHLMANN immediately.

X. Retention of title

1. The goods shall remain BUHLMANN's exclusive property until all of BUHLMANN's claims against the Buyer arising for whatever legal reason now or in the future (including all current account debit balances) have been settled in full.

2. Any processing or transformation of BUHLMANN's goods by the Buyer is always on BUHLMANN's behalf as manufacturer. If the goods are processed, transformed or inseparably combined or mixed with other items that are not BUHLMANN's property, BUHLMANN acquires co-ownership of the new object in proportion to the value of BUHLMANN's goods and the value of the other processed object at the time of such processing, transformation, mixing or combination. If the other object is to be deemed the primary object, it is hereby agreed that the Buyer shall transfer proportionate co-ownership to BUHLMANN. BUHLMANN hereby accepts said transfer of proportionate ownership. The Buyer shall keep BUHLMANN's (co-) ownership on BUHLMANN's behalf at no charge. The product that results from processing is governed by the same provisions and conditions as the goods BUHLMANN supplied with retention of title.

3. The Buyer has the right to process and to sell the goods sold to him under retention of title in the ordinary course of business as long as he is not in default of payment. Resale is equal in status to integration in land and soil or in facilities associated with buildings or use in fulfilling other contracts for services or deliveries. The right to process and resell the goods shall also be null and void if the Buyer's financial situation deteriorates significantly. In regard to the goods encumbered with a retention of title, pledges or transfers of ownership by way of security are not permitted. The Buyer hereby assigns to BUHLMANN by way of security all claims it may acquire from resale of the goods (including all current account debit balances), as well as any insurance claims and claims against third parties due to damage, destruction, theft or loss of the goods. BUHLMANN hereby accepts this assignment of claims. If we are entitled only to co-ownership of the goods encumbered with a retention of title, anticipatory assignment shall be confined to that part of the claim corresponding to our share in co-ownership (based on the invoice value). When reselling the goods, the Buyer must retain ownership of the goods encumbered with a retention of title until his customers have paid the purchase price in full. The Buyer shall not be entitled to resell the goods to third parties if assignment of the purchase price claim accruing from resale is prohibited.

4. We authorize the Buyer, subject to revocation, to collect the claims assigned to BUHLMANN to his own account and in his own name. This authorisation to collect may be revoked if the Buyer fails to meet properly his obligations to render payment to BUHLMANN, or if BUHLMANN's claims to payment seem jeopardized by the Buyer's deteriorating financial status. When the proceeds of sale have been credited to the Buyer, BUHLMANN's claim to payment shall be due immediately, and must be paid by immediate bank giro transfer without deductions of any kind. The Buyer shall inform BUHLMANN, on request, of the debtors owing the assigned claims. It is not permitted to assign the claim accruing from resale unless such assignment is made as part of a genuine factoring transaction that shall be notified to BUHLMANN and in which the proceeds from factoring are at least equal to the value of our secured claim. The Buyer shall be obliged to disclose the assignment to the factor and to draw attention to BUHLMANN's ownership. The factoring proceeds must be credited to one of our accounts to the amount of our secured claim. The Buyer hereby assigns to BUHLMANN his claim to payment from the factor to the amount of receivables to be secured. BUHLMANN hereby accepts this assignment of claims.

5. The right of the Buyer to hold possession of the goods encumbered with a retention of title shall extinct if he fails to honour his obligations under this or other contracts. In such an event, BUHLMANN shall have the right to enter the premises of the Buyer without granting an extension of term or declaring withdrawal, to take possession of the goods encumbered with a reservation of title and to liquidate said goods in the best possible way by private sale or by auction, without prejudice to the Buyer's payment and other obligations towards BUHLMANN. After deduction of expenses, the proceeds shall be credited to the Buyer against the amounts he owes. Any surplus amount shall be paid out to the Buyer.

6. If third parties seize or confiscate the goods entitled with a retention of title, the Buyer shall draw attention to BUHLMANN's ownership and notify BUHLMANN accordingly and without delay. BUHLMANN's expenses for intervening shall be borne by the Buyer, to whom BUHLMANN shall assign any claim to reimbursement that we may acquire against the third party concurrently with payment of the intervention expenses.

7. The Buyer shall be under an obligation to insure the goods encumbered with a retention of title against common risks such as theft, fire and water damage at his own expense, to an adequate extent and for the real value of the goods, and to store the goods in such a manner that BUHLMANN's property is not put at risk. In case an insurance claim becomes payable, the Buyer hereby assigns to BUHLMANN in advance his claims against the insurance company. BUHLMANN hereby accept this assignment of claims. If the Buyer fails to honour the obligation pursuant to this clause X. 7. first sentence, he shall be obliged to pay a contractual penalty of Euro 10,000.00.

8. The Buyer has the right to demand BUHLMANN to release claims to the extent that the value of BUHLMANN's security exceeds BUHLMANN's securable claims by more than 10%. We shall select at BUHLMANN's own discretion the claims to be released.

9. If the laws of the country in which the goods are delivered or in which the goods are located do not permit a retention of ownership pursuant to the above provisions, but said laws permit the Buyer to retain similar rights in rem to the object of delivery in order to secure his claims, or to have such rights granted to him, then such rights shall be deemed on conclusion of contract as having been retained on BUHLMANN's behalf and granted to BUHLMANN by the Buyer. The Buyer agrees to collaborate in all measures that BUHLMANN wishes to take in order to protect BUHLMANN's ownership rights or other rights to the goods encumbered with a retention of title. In the case of exported goods, we may also require that the Buyer provides BUHLMANN with banker's guarantees as security for all our claims under the contract.

XI. Liability

BUHLMANN is not liable for a specific success and it is only liable for grossly culpable infringements of duties in any case. BUHLMANN is liable at the most up to the common value of the goods which the customer orders. A liability for slight negligence will be excluded in the case of material

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damages. In addition, BUHLMANN is only liable for typical and foreseeable damages, i.e., for those which had to be expected in a reasonable way when the contract was concluded, according to the circumstances that were known at that point in time. Claims arising from consequential damages (resulting from defects) as well as damages for which the Buyer can maintain insurance cover or which the Buyer can control or arising from other indirect damages and losses or lost profit, as well as general pecuniary detriment or financial losses especially those arising from deficient, omitted or belated provision of performance (work or service), are excluded expressly. The claims for compensatory damages that are vested in the Buyer according to the aforementioned provisions will be time-barred within one year after awareness of the damage by the injuring party or tortfeasor. However, statutory limitations apply to the compensatory damages which are based on the Product Liability Act. A liability in the case of regress or recourse for the purposes of Article 12 of the Product Liability Act is excluded unless the party who is entitled to the regress or recourse proves that the fault was caused within BUHLMANN's sphere of influence and that BUHLMANN acted, at least, grossly negligent. Insofar as BUHLMANN's liability is excluded or limited, this also applies to the personal liability of BUHLMANN's office staff, workers and other employees, legal representatives and sub-contractors or agents. The legal regulations about the burden of proof remain unaffected hereof.

XII. Limitation periods

1. The Buyer's claims due to a defect in the goods as well as the Buyer's other contractual claims due to infringements of duty will be time-barred after one year has expired. Claims arising from a guarantee will also be time-barred after one year has expired. The respective limitation period starts with delivery.
2. Diverging from that, the statutory periods of limitation apply the Buyer's following claims:
 - a. Claims for compensatory damages arising from a duty of product liability, or due to damage arising from injuring the life, limb or health, or from an essential contractual duty, as well as due to other damages that are based on a deliberate or grossly negligent infringement of duty by BUHLMANN or by BUHLMANN's subcontractors or agents.
 - b. Claims to reimbursement of expenses as well as claims due to fraudulent concealment of a defect.

XIII. Severability clause

1. If any condition of this Contract is or becomes invalid or unenforceable, this shall not affect the validity or enforceability of the remaining conditions of this Contract.
2. In the case mentioned in XIII. sec.1 the Parties shall replace the invalid or unenforceable provisions by such provisions that most closely correspond to the economic purpose of the provisions to be replaced.

XIV. Data protection

1. The Buyer acknowledges that, on account of this contract, BUHLMANN stores his personal data for the purposes of automated processing (invoicing, bookkeeping, etc.). No other personal data besides those contained in this contract shall be stored.
2. If the Buyer obtains access to personal data for which BUHLMANN is the responsible party upon conclusion of the contract or in connection with the provision of the contractual services, the Buyer shall ensure compliance with the statutory data protection provisions, in particular the obligations under the General Data Protection Regulation (GDPR). In particular, the following provisions apply, partly in addition to the legal obligations:
 - a. Personal data shall be processed exclusively for the purpose of fulfilling the contractual obligations arising from the contract ("purpose limitation").
 - b. The Buyer shall ensure that its employees only have access to personal data to the extent necessary for the performance of the contractual obligations under the contract.
 - c. The Buyer undertakes to take technical and organizational measures in line with the state of the art in order to guarantee and permanently ensure a level of protection for personal data that is appropriate to the risk. Upon

our request, the Buyer shall provide evidence of compliance with the aforementioned technical and organizational measures.

d. A transfer of personal data to third countries is only permitted in accordance with the provisions of Art. 44 et seq. GDPR.

e. The Buyer shall delete the data without delay as soon as they are no longer required for the performance of the contract and the statutory retention periods are complied with.

XV. Export Control

The Buyer undertakes to comply with all applicable national, supranational and international export control regulations. The Buyer warrants that the delivered goods, including replicas thereof, will only be used and will be passed on to third parties in compliance with all applicable export control regulations.

XVI. Compliance

1. The Buyer confirms that it has taken notice of BUHLMANN's Code of Conduct available at BUHLMANN's website or directly accessible via <https://buhlmann-group.com/downloads/#code-of-conduct> and undertakes to observe and comply with the principles set out in the Code of Conduct in the performance of its activities and to ensure compliance with them within its supply chain.
2. If the Buyer violates its obligations under Clauses XIV, 1 we shall have the right to terminate the contract without notice.

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