

GENERAL CONDITIONS OF PURCHASE ("GCP") of the LISEC Group

1. ORDER

- 1.1. Unless expressly agreed otherwise in writing, these General Terms and Conditions of Purchase shall apply to all contracts or deliveries and services concerning machines, software licences and software services between a company of the LISEC Group as buyer (hereinafter referred to as "LISEC") and the supplier as contractor (hereinafter referred to as "Seller").
- 1.2. All orders as well as all modifications thereof and supplements thereto will be binding on LISEC only if placed or subsequently confirmed in writing in form of an SAP order or via email by the authorized purchase department of LISEC. The Seller may rely on statements by other persons only if it promptly informs the purchase department thereof and if the latter has sent an order confirmation to the Seller. These GCP of LISEC shall be deemed accepted, at the latest, upon the Seller beginning to execute the order. Any conditions of the Seller (e.g. bids, sales conditions) shall be applicable only if expressly accepted by LISEC in writing.
- 1.3. The order date is the date on which the order was sent.
- 1.4. The order shall be immediately confirmed or rejected by the Seller in writing.
- 1.5. Deviations from orders shall be reported in detail and require for their effectiveness the explicit written approval of LISEC. The unconditional acceptance of goods shall not be deemed as such approval.

2. PRICES

- 2.1. All prices are considered fixed prices including all taxes, charges etc. but exclusive of Value Added Tax.
- 2.2. Unless otherwise provided in the order, prices are quoted Delivered At Place (DAP) named place of factory LISEC (INCOTERMS 2020).
- 2.3. In case of deliveries abroad, the Seller's services shall include the customs export formalities (customs clearance formalities with the Seller's own documents, including payment of all costs and duties connected therewith).

3. PAYMENT

- 3.1. Unless otherwise provided and unless otherwise agreed in the following paragraph, payment will be made within a period of 30 (thirty) days after receipt of the invoice and after all conditions for payment specified in the order, including, without being limited to, the due submission of documents, have been met, with 3% (three percent) discount or within 60 (sixty) days net. The assignment of the Seller's claims shall not be permitted without the explicit written approval of LISEC.
- 3.2. Payment shall not be deemed to be acknowledgment by LISEC of proper delivery or performance and shall therefore not constitute a waiver by LISEC of its rights to performance, warranty and damages. If LISEC has complaints about any deliveries/services, LISEC shall be entitled to withhold any payments due.
- 3.3. Payment terms shall be suspended during LISEC's Christmas holiday and the annual plant shutdown.

4. INVOICING

- 4.1. Supplies shall be executed and invoices prepared separately for every order. Invoices shall be submitted in the same structure as the order, sent to the address named in the order. The invoices shall also include a copy of the delivery note or work report.
- 4.2. In domestic transactions the invoice shall show the percentage of VAT and the total VAT amount generally, even if the invoiced amount is below EUR 100 (onehundred).
- 4.3. LISEC shall be entitled to set off from any payment to the Seller any claims which LISEC or any affiliated company of LISEC might have against the Seller.
- 4.4. The Seller is not entitled to set off claims with any demands of LISEC, irrespective of the legal basis.

5. PACKING AND DISPATCH

- 5.1. The Seller shall submit a valid proof of preferential treatment (such as a movement certificate, a certificate of origin and the like). Separate instructions by LISEC shall be complied with. Unless otherwise provided in the shipping instructions of LISEC, no declaration of value shall appear in the shipping documents accompanying the goods.
- 5.2. In the event of non-compliance with LISEC's shipping, packing, customs clearance and/or documentation instructions, any and all risks, damage and costs resulting therefrom shall be for the account of the Seller and the due date for payment of the invoice

will be postponed correspondingly until all deficiencies have been remedied and/or the missing documents have been submitted.

- 5.3. Products subject to special product stipulations such as guidelines for hazardous materials shall be classified, packaged and labelled according to legal requirements; the safety data sheets prescribed by law shall be attached in the required language.

6. DELIVERY DATES

- 6.1. Delivery dates shall be strictly met. Deliveries before the specified date of delivery shall be permitted only after written approval by LISEC and shall not entitle the Seller to early payment.
- 6.2. If the Seller realizes that it will not be able to keep the agreed time periods and deadlines, it shall be obligated to promptly inform LISEC thereof in writing, stating the reasons and the expected duration of the delay. The date of delivery of supplies and services shall be the date when the Seller has completely met its obligations under the order, which includes the submission of the complete and correct documentation.
- 6.3. Should the Seller not meet the periods, intermediate or final dates set out in the contract, the Seller shall pay 0.5% (zero point five percent) of the contract value for each day of delay, up to a maximum of 10% (ten percent) of the total contract value as a penalty until the actual date of delivery. Such penalties may also be deducted from the Seller's accounts receivable or open invoices if any. Penalties shall become due to LISEC with the occurrence of the delay. Acceptance by LISEC of a delayed delivery without immediate notification to the Seller of a penalty claim shall not prejudice LISEC's right to claim penalties at a later date in respect of that delivery. Furthermore, LISEC shall be entitled to claim damages exceeding the amount of penalties.

7. GUARANTEE

- 7.1. Apart from the characteristics expressly specified and/or promised, the Seller guarantees that its deliveries and services are complete and fit for LISEC's particular purposes. The Seller guarantees that its deliveries and services will be free from defects for a period of 24 (twentyfour) months as from the acceptance of the entire plant by the Final Customer, however latest 36 (thirtysix) months from the date of final delivery according to the contract.
- 7.2. The Seller shall carry out, within the shortest possible time, the necessary repair at site or shall replace the defective item at site as per LISEC's instruction. All related services and any additional cost e.g. for transport, customs, dismantling and erection shall be carried out by the Seller or at the Seller's expense. Notwithstanding any other rights LISEC may have, LISEC shall be entitled, in case the Seller does not meet its obligations within the agreed period deemed necessary by LISEC, to remedy or cause to have remedied defects or damage at the Seller's expense. This shall not affect the Seller's obligations.
- 7.3. LISEC is not obliged in any form whatsoever to inspect the Seller's deliveries and services before putting them into operation or using them. The Seller waives any objection due to delayed notice of defects (that means that Par. 377 of the Austrian Commercial Code is expressly excluded.). In case of replacement or repair the guarantee period shall begin to start again.

8. ABILITY TO DELIVER

- 8.1. The cessation of production shall be in accordance with the contractual agreements with LISEC. Unless otherwise agreed, the Seller shall notify LISEC in writing of the cessation of production at least twelve months before cessation is planned.
- 8.2. If production is ceased, LISEC shall have a pre-emption right for all stocks of the agreed delivery items and/or production capacities of these items, in accordance with the agreed terms. LISEC shall have the non-obligatory right to make use of this option within a reasonable period of time (at least one month from notification or, if no notification is given, from obtaining knowledge).
- 8.3. These provisions shall apply correspondingly to any services associated with the agreed delivery items.

9. CHANGES

- 9.1. The Seller shall be obliged to notify LISEC in writing of any changes to the agreed delivery items, as well as of any changes to ownership structures three months before the changes occur, always provided that such changes shall have no impact on the specification or quality of the delivered good.

10. LIABILITY

- 10.1. Unless expressly stipulated otherwise in these GCP, the liability of the Seller shall be in accordance with the applicable law. In the event the delivered goods are defective with respect to the applicable product liability law, the Seller shall completely save harmless and indemnify LISEC.
- 10.2. The Seller shall be obligated to provide a complete user's manual in the required language, to keep on file all necessary documentation and to precisely monitor the product.

11. EXPORT LICENCES

- 11.1. The Seller guarantees that the delivered goods are not subject to any export restrictions, according to Austrian, European and US-export- and customs provisions (especially the EU-Dual-Use regulation). In case any export licenses are required the Seller shall be obliged to inform LISEC about these regulations as well as of the export and customs provisions of the country of origin and shall indemnify and hold harmless LISEC from and against all damages resulting out of a breach of such obligation.

12. COMPLIANCE

- 12.1. The Seller expressly undertakes to comply with all applicable laws, statutes and regulations relating to anti-money laundering, anti-terrorism, anti-corruption, trade embargoes and sanctions.
- 12.2. In particular, the Seller is prohibited from directly or indirectly offering, granting, requesting or accepting any benefit in return for the commission, act or omission of any act which may be considered illegal or unfair or may give the appearance of such illegal or unfair act.
- 12.3. Moreover, the Seller undertakes to respect the fundamental rights of its employees and to refrain from child labour, slavery and human trafficking. Furthermore, the Seller agrees to strictly comply with all laws, statutes and regulations relating to occupational health and safety and environmental protection.
- 12.4. Any breach by the Seller of this provision shall entitle LISEC, at its discretion, to suspend its performance and/or terminate the contract immediately. All adverse consequences and costs resulting from suspension of performance(s) and/or termination of the contract shall be borne by the Seller.
- 12.5. The Seller shall impose all obligations under this clause on its agents, employees and affiliates.

13. RIGHTS IN THE SUBJECT MATTER OF THE CONTRACT

- 13.1. The Seller undertakes to safeguard that LISEC will in no way be impaired in its use of the Seller's deliveries or services by the enforcement of any rights of third parties (trademarks, designs, patents, territorial protection, etc.) and that such use does not infringe upon existing boycott clauses and black lists.
- 13.2. The Seller shall immediately inform LISEC of any injury of third-party rights or boycotts and black lists, which may come to its attention at a later date. Should such impairments or injuries of rights occur, the Seller shall completely indemnify LISEC and the Final Customer without limitation concerning claims by third parties.

14. CONFIDENTIALITY

- 14.1. The Seller shall keep confidential any information related to the contract or to the project or any other information obtained directly or indirectly from LISEC or the Final Customer including all information developed by the Seller on the basis thereof, shall not disclose such information to any third party and shall not use any such information for any purpose other than for executing the respective contract.

15. COPYRIGHT

- 15.1. The property and the exclusive right of use of all documents, such as drawings, information and know-how, made available by LISEC to the Seller remains with LISEC. The Seller acknowledges LISEC's exclusive copyright thereof.

16. TERMINATION

- 16.1. In the event of a violation of the contract LISEC may, after having allowed a reasonable grace period, entirely or partly terminate the contract. A reminder to the Seller to comply with the provisions of the contract will also be deemed as the beginning of a reasonable grace period. Violations of the contract shall include, without being limited to, non-observance of intermediate or final deadlines and defects that might hinder LISEC from meeting its obligations towards any of its contracting parties.
- 16.2. The assignment of claims without any written approval entitles LISEC to immediate termination without notice.
- 16.3. In cases according to Clause 16.1 LISEC shall have the right to render the omitted and/or deficient deliveries and services either

personally or through third parties at the expense of the Seller. The costs incurred in connection therewith may be either invoiced by LISEC directly, it being understood and agreed that payment must be made within 14 (fourteen) days after invoicing, or deducted from the next payments due to the Seller from LISEC.

- 16.4. If the enforcement of the right to substitute performance necessitates access to industrial or intellectual property rights, documents (such as workshop drawings, calculations) or other information, the Seller shall be obligated to furnish LISEC with the necessary rights, documents, information.
- 16.5. LISEC shall have the right to entirely or partly terminate the contract even without the Seller's fault. In such a case LISEC is obligated to pay to the Seller the contract price in proportion to the deliveries and services already made and, in addition, to refund to the Seller the documented direct costs of deliveries and services which are being executed or, as the case may be, the costs incurred due to the cancellation of sub-contracts. The Seller shall be obligated to minimize the costs to be refunded by LISEC.
- 16.6. In any case of termination of the contract, LISEC shall be entitled to use the deliveries ordered until acceptance of an alternative solution.

17. BESONDERE BESTIMMUNGEN FÜR HARD- UND SOFTWARE

- 17.1. Unless otherwise agreed in the order, hardware and software shall always constitute a single unit.
- 17.2. If the Seller has to deliver software that has not been individually developed for LISEC, the Seller shall grant LISEC a transferable and non-exclusive right of use. This right of use is unlimited in time if the payment of a one-off fee is agreed for this. The Seller grants LISEC an exclusive, transferable and unlimited right of use for all types of use for software developed individually for LISEC, which also excludes the Seller itself. Unless otherwise agreed, the source code of the software shall also be supplied in the current version. The Seller shall install the software. After installation, he shall hand over to LISEC a data carrier that can be read on LISEC's system with the source and machine code together with the associated documentation (content and structure of the data carrier, program and data flow plans, test procedures, test programs, error handling, etc.). In addition to this documentation, the Seller shall provide LISEC with a sufficient quantity of detailed written user documentation in German and/or a language otherwise requested by LISEC prior to acceptance.
- 17.3. Software created individually for LISEC shall be expressly accepted by means of a written acceptance protocol if it complies with the agreed specifications. Any subsequent improvements to be carried out by the Seller shall also be recorded in this. If LISEC does not carry out an acceptance within 4 (four) weeks from the announcement of the readiness for acceptance by the Seller or refuses such without justification, the software created shall be deemed to have been accepted as soon as it has run satisfactorily and without error messages in a free trial operation for a period of at least 4 (four) weeks. In case of doubt, the aforementioned period shall only begin to run upon productive use by LISEC or - in the case of transfer - by LISEC's end customer.
- 17.4. The Seller undertakes to provide LISEC with all subsequent program versions containing an error correction ("updates") free of charge within the warranty period. In addition, he undertakes to offer LISEC maintenance and software care for the delivered software for at least 10 (ten) years from acceptance at standard market conditions. The maintenance fee shall be reduced accordingly for the warranty period.
- 17.5. The Seller is obliged to inform LISEC on time, at the latest with the order confirmation, whether his deliveries and services contain open source software in the sense of the definition of ifrOSS (<http://www.ifrOSS.org>). If the Seller only points this out later or does not point it out at all, LISEC is entitled to revoke the order. The Seller is then obliged to indemnify and hold LISEC harmless.
- 17.6. If the Seller's deliveries and services contain open source software, the Seller shall provide LISEC with the following at the latest upon order confirmation:
 - the source code of the open source software used, insofar as the applicable open source licence conditions require the disclosure of this source code,
 - the list of all open source files used with reference to the respective applicable licence as well as a copy of the complete licence text,
 - a written declaration that through the intended use of open source software neither the deliveries and services of the Seller nor the products of LISEC are subject to a "copyleft effect", whereby "copyleft effect" within the meaning of this provision means that the open source licence conditions require that certain deliveries and services of the Seller as well as works derived from these may only be further

distributed under the conditions of the open source licence conditions, e.g. with disclosure of the source code.

◦ If the Seller only points out after receipt of the order that its deliveries and services contain open source software, LISEC shall be entitled to revoke the order within 14 (fourteen) days after receipt of the notification.

18. MISCELLANEOUS

- 18.1. LISEC reserves the right to check at any reasonable times that the time schedules are met and to make intermediate and final technical tests (this includes inspection of packaging) in the Seller's and its sub-suppliers' offices, production plants and storage facilities and to reject faulty documentation and defective material. These tests, checks and inspections do not release the Seller from its full responsibility.
- 18.2. The Seller shall inform LISEC in time of any sub-suppliers, except for standard parts.
- 18.3. All deliveries made to LISEC shall be free of any liens, encumbrances, title retention and free of any third-party rights. Such reservations shall not be effective even in the event they are not contested by LISEC.
- 18.4. Persons who make declarations for the Seller towards LISEC will be deemed to have unlimited power to do so.
- 18.5. Unless expressly stipulated otherwise in the contract, any ancillary costs incurred in connection with the implementation and fulfillment of the contract shall be borne by the Seller.
- 18.6. LISEC will not grant any remuneration for the preparation of bids. By submitting a bid, the Seller agrees that any and all technical information and documents contained therein may be made available, to third parties (engineering partners, customers, etc.), without this giving rise to any claims by the Seller towards LISEC. Bid documents will not be returned.
- 18.7. Should the delivery dates set out in the contract be changed for reasons outside the Seller's responsibility, the Seller shall arrange for adequate storage of the goods at its own risk and at no cost to LISEC for a period of up to one month.
- 18.8. The Seller shall ensure and shall be liable for compliance with these GCP by its sub-suppliers.
- 18.9. Nothing contained in these GCP shall in any way diminish LISEC's rights and remedies under law.

19. JURISDICTION/ APPLICABLE LAW

- 19.1. All disputes arising out of or in connection with the contractual agreement concluded under these Terms and Conditions shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Economic Chamber in Vienna (Vienna Rules) by one or more arbitrators appointed in accordance with these Rules. The arbitration shall be held in Vienna. The language of the arbitration proceedings is English.
- 19.2. Notwithstanding the above, LISEC is also, at his own discretion, entitled to take (legal) action at the locally and materially competent state courts.
- 19.3. The contractual agreement shall be subject to Austrian law, to the exclusion of conflict rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).