

GENERAL TERMS AND CONDITIONS OF FORMA GLAS GMBH FOR THE SUPPLY OF MACHINES, SYSTEMS AND SPARE PARTS

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I. GENERAL PROVISIONS

1. We conclude all supply contracts exclusively on the basis of the present terms and conditions of delivery, these apply unless otherwise expressly agreed in writing. The term "in writing" shall always be understood to mean: by means of a document signed by both parties, or by means of a letter, fax or e-mail.
2. In the event of contradictions between our General Terms and Conditions and any special written agreements between the parties, the latter shall take precedence. General terms and conditions or forms of the buyer will not be accepted or become part of the contract in any case, regardless of whether we knew them or not, whether we have contradicted their validity or not and regardless of whether they are in contradiction to our GTC or not. In the case of a permanent business relationship, our GTC shall apply, even without any special reference to them.
3. Offers are always subject to change. A contract is not concluded before sending our written order confirmation to the buyer. The order confirmation alone is decisive for the content and scope of the legal transaction. The consent of the buyer can be given explicitly or conclusively.
4. If offers have been made on the basis of information provided by the Buyer (e.g. technical data, drafts, sketches, plans, samples), we do not assume any responsibility for their correctness and/or completeness. Changes after the conclusion of the contract can only be accepted if reasonable and under the condition that all associated consequences (in particular delivery date and price) are adequately considered.

II. DOCUMENTS AND DRAWINGS

1. All sales documents, specifications and price lists are to be treated as strictly confidential and may not be made available to third parties.

III. INFORMATION AND COOPERATION OBLIGATIONS

1. The buyer shall draw our attention to the statutory, official and all other regulations which could affect the performance of the contract, such as those relating to delivery, assembly, operation, health and accident prevention as well as foreign exchange, export and import regulations, even before conclusion of the contract. The buyer shall obtain all necessary official permits in due time at his own risk and expense.
2. The buyer must do everything necessary to ensure that the work can be started in time and carried out without hindrance or interruption. In particular, the buyer must carry out the on-site and other preparatory work in a timely manner and in a professional manner at his own expense and without interruption. Responsibility in accordance with the General Conditions for Installation and Commissioning, which form an integral part of the contract. All extra costs arising from the breach of the obligations to cooperate (e.g. due to standing times) are to be remunerated separately by the purchaser.

IV. DELIVERY ITEM

1. The delivery item must exclusively comply with the specifications set out in the order confirmation. The illustrations, descriptions and details contained in electronic or other form - catalogues, brochures, circulars, advertisements and other general information are only exemplary. They are only binding if we have expressly confirmed this in writing.
2. The delivery item complies with the safety regulations that are mandatory for Austria. Others, for example according to the law of the regulations applicable at the place of destination shall only be binding for us if they have been expressly determined as binding. We do not assume any responsibility for the suitability of the delivery item for a specific purpose assumed by the seller, unless such purpose was expressly stated in the order confirmation.

V. PRICES AND TERMS OF PAYMENT

1. Our prices are quoted ex works, excluding packaging, loading, freight and assembly, plus the applicable value added tax. The buyer has to provide us with a valid value added tax identification number (VAT) before delivery (so far required).
2. If the ratio of the currency shown in the invoice to the EURO changes, in particular due to the devaluation or revaluation of the one or other currency, the calculation of the purchase price shall be based on the value ratio of the two currencies on the day the contract is concluded.
3. Payments are to be made free Forma Glas GmbH and in the currency stated in the invoice by bank transfer. Payment by bill of exchange or cheque is not recognised as fulfilment of the payment obligation.
4. Payment is deemed to have been made on the day on which we can dispose of the purchase price. Payments made by the buyer - regardless of the respective payment dedication - will first be credited against collection costs and interest and then against the oldest liability of the buyer.
5. It may be agreed between the parties to the contract that the buyer shall open a documentary letter of credit through his bank (or any other bank acceptable to us). In this individual case it is stipulated that the letter of credit shall be opened in accordance with the General Guidelines and customs for documentary credits in the version applicable at the time of conclusion of the contract. Unless expressly agreed

otherwise, the documentary letter of credit shall be irrevocable and issued on sight, thus allowing partial deliveries. The acceptance of documentary letters of credit shall always be on account of payment only.

6. Interest on arrears shall be charged at the statutory rate after the due date. If the buyer is more than 14 days in arrears with a payment, an obligation to cooperate or with the acceptance of the delivery, we can withdraw from the contract without further notice and demand compensation for damages due to non-performance. Notwithstanding the right to further damages, in such a case a contractual penalty in the amount of 1/2 (half) of the net purchase price is due. The same shall apply if the Buyer rescinds the contract without legal grounds.

7. The buyer is only entitled to offsetting as well as to exercise rights of lien or retention if the claims asserted by him have been acknowledged by us in writing or have been legally established by court decision.

8. We also reserve the right to change the agreed payment term if the buyer had overdue payments. In this case the payment will switch to pre-payment.

VI. THIRD-PARTY FINANCING

1. The buyer must inform us of the financing third parties (creditor or lessor; the "financier") no later than 4 weeks before delivery and send us a draft of the processing conditions. We reserve the right to reject the financing party without giving reasons.

2. In the case of third-party financed acquisition of the delivery item, the terms and conditions agreed with the purchaser and these General Terms and Conditions shall apply to any entry/entry of the financier, subject to the special provisions of this point.

3. If the financier enters or joins the supply contract or concludes a supply contract with us instead of the buyer, the latter shall acquire the same legal position as the buyer, so far as not otherwise regulated below under this point.

4. Delivery shall be made in accordance with the agreed delivery clause directly to the buyer, who shall take possession of the delivery item for the financier. The transfer of risk and benefit is determined in accordance with the agreements in the supply contract and is independent of the transfer of ownership, any formal acceptance or the construction and commissioning. In all other respects point IX applies. ("Transfer of risk and use") of these General Terms and Conditions shall apply.

5. Upon full payment of the purchase price, the unrestricted ownership is transferred to the financial supplier

6. Insofar as software is the subject of the contract, we transfer the non-exclusive right of use of the software to the financier upon payment of the full purchase price within the scope of and subject to the relevant terms of use resulting from the respective party agreement or the law, whereby the exercise of this right of use by the buyer or (if applicable) his legal successor is expressly approved. In the case of hardware supplied, this right is limited exclusively to use on this hardware.

7. Unless otherwise specified below, all obligations from the delivery contract that exceed the payment of the purchase price shall be fulfilled by the buyer, but our legal position shall not be restricted in any way.

8. Claims and rights from or in connection with the delivery contract, such as in particular from the title of delay, warranty or compensation, can be asserted by the buyer (for the financier) against us; however, the assertion of the following rights/claims is exclusively reserved to the financier:

- Contestation or cancellation of the delivery contract;
- transfer of ownership and any rights of use;
- reversal of the delivery contract;
- complete or partial refund of the purchase price.

9. Collateral agreements, supplements or amendments to the supply contract shall only be permissible with the agreement of the buyer and the financier and shall be made in writing.

10. Unless expressly agreed otherwise with us, the financing contract concluded between the buyer and the financier has no legal effect on us.

11. Terms and conditions of the financier concerning the entry into the contract or the purchase and delivery of the delivery item shall have no effect insofar as they contradict the terms and conditions of the delivery contract, these General Terms and Conditions and other contractual documents ("our terms and conditions"). Our signature on a declaration of entry or other forms or documents used by the Financing Institution shall in no case be construed as an agreement to such conditions which are in contradiction to our conditions.

VII. DELIVERY TIME

1. Compliance with dates and deadlines for the performance of the contract requires that the order is clear (clarity of all technical/commercial details) and that all documents to be supplied by the purchaser are received in good time, that any required permits and releases, in particular plans, are available, and that the purchaser complies with the agreed terms of payment and other obligations, in particular obligations to provide information and cooperation.

2. The delivery time shall be deemed to have been met if the delivery item has left our works by the time of its expiry or readiness for dispatch has been notified. If a formal acceptance is expressly provided for, this must be carried out punctually on the acceptance date, alternatively after our notification of the readiness for acceptance.

3. If the dispatch is delayed or omitted or the acceptance as a result of circumstances for which we are not responsible, all legal consequences connected with the dispatch or acceptance (in particular due dates for payments, transfer of risk or commencement of the warranty period) shall occur at the time of readiness for dispatch or acceptance. Acceptance may not be refused if there are only insignificant defects. The delivery period or date shall be extended appropriately if the delay is due to circumstances beyond our control and cannot be overcome even with reasonable efforts, in particular in the case of natural disasters and similar cases of force majeure, sovereign intervention or industrial disputes. Should such an impediment last longer than three (3) months, the contract can be terminated by either party with immediate effect. If shipment or acceptance is delayed for reasons for which the buyer is responsible, the buyer may be charged the costs incurred by the delay (e.g. storage costs, financing costs) and/or exercise the rights set forth.

VIII. DELAY

1. If a penalty for delay has been agreed between the parties, the following applies: If the buyer suffers damage due to a delay culpably caused by us, he is entitled to demand a lump-sum compensation for delay, excluding further claims. For each completed week of the delay, this shall amount to zero point five percent (0.5 percent), but in total not more than five percent (5 percent) of the net value of that part of the total order which cannot be used in time due to the delay. As long as the lump-sum compensation for delay is due, a withdrawal due to the delay is excluded. In any case, the payment of the lump-sum compensation for delay shall be the final settlement of all claims of the buyer arising from the delay.

2. Notwithstanding the above provision, a withdrawal from the contract by the buyer is in any case only permissible in the event of a delay for which we are responsible and after the fruitless expiry of a reasonable period of grace set in writing.

IX. TRANSFER OF RISK AND USE

1. Irrespective of any agreed formal acceptance or the erection and commissioning of the delivery item by us, the risk of accidental loss or damage to the delivery item (price and performance risk) shall be in accordance with the agreed delivery clause, which shall be interpreted in accordance with the Incoterms applicable on the day of conclusion of the contract. Notwithstanding the above, the transfer of risk shall take place when the buyer is in default of payment.

2. If formal acceptance has been agreed between the parties, the buyer shall be entitled to use the delivery item or part thereof before signing the acceptance protocol. Does he this nevertheless without our express consent, this behaviour is to be interpreted as unconditional acceptance.

3. Notwithstanding all other provisions contained herein, the buyer shall no longer be entitled to use the delivery item if he is in default with payments due to us. Without prejudice to our other contractual and statutory rights, claims and remedies, we have the right to (temporarily) deprive the Buyer of the use of the delivered goods by switching off the machine for the duration of the delay in payment.

X. RESERVATION OF TITLE

Irrespective of the transfer of price and performance risk or other provisions of these terms of delivery, the ownership of the delivery item shall not be transferred to the purchaser before the purchase price has been paid in full. Until full payment has been made, the buyer shall store, inspect, maintain and insure the delivery item properly and - in a manner clearly visible to third parties - mark it as our property. Upon request, the buyer shall support us in taking the necessary steps in the country of destination to protect our title to the delivery item, if necessary by registration or, if the title cannot be reserved under the applicable local law, by granting adequate security interests. Unless otherwise expressly stipulated, the buyer may, however, use the delivery item like an owner and derive income from it as soon as it is taken over or accepted.

XI. WARRANTY

1. Unless otherwise agreed in writing, the warranty period shall be twelve (12) months from the transfer of risk.

2. To the exclusion of any further claims, the buyer may exercise the following remedies in the event that a defect was demonstrably present at the time of the transfer of risk, even if it only becomes apparent after this time, provided that we have been notified accordingly in accordance with the relevant statutory provisions within the warranty period:

a. The defect shall be remedied at our discretion by repair or replacement of defective or faulty parts. The costs of material and labour incurred in this connection shall be borne by us; all other costs shall be borne by the buyer. The rectification of defects has no influence on the expiry and duration of the warranty period.

b. If the defect cannot be remedied physically or technically or if the remedy is economically unreasonable ("unrecoverable defect"), the buyer may, irrespective of whether the purchase price has already been paid or not, reduce the price in proportion to the value that the actually delivered goods had at the time of the transfer of risk to the value that a contractually agreed delivery item would have had at that time.

3. The buyer can only assert a warranty claim if he can prove that he has used, maintained and serviced the delivery item in accordance with the documentation supplied and the latest state of the art and has not caused the defect to be caused by any other use than that for which it was intended. The use is in particular not in accordance with the intended purpose if materials or additives are used or if changes are made to the delivery item or the machine settings which have not been approved by us. Wearing parts are excluded from the warranty in any case.

4. The exclusive rules of this contract point apply regardless of the specific wording used in the order confirmation (e.g. "guarantee"), which in no case constitutes a liability beyond that.

XII. INDUSTRIAL PROPERTY RIGHTS

1. We declare to the best of our knowledge that the delivery item is free from those rights or claims of third parties which are based on industrial or other intellectual property under the law of the country in which the buyer has his registered office, insofar as we knew of such rights or claims at the time of conclusion of the contract or could not have been unaware of them.
2. The buyer cannot invoke an infringement of industrial property rights if he does not notify us of the right or claim of the third party within a reasonable period of time after the time at which he has or should have become aware of it, specifying exactly what kind of right or claim the third party has. At our request, the buyer must put us in a position to negotiate with the claimant or to conduct the legal dispute at our own risk and expense.

XIII. LIMITATION OF LIABILITY

1. We are only liable - for whatever legal reasons - if we can be proven to be grossly at fault. Liability for slight negligence and for all damage not occurring to the delivery item itself (in particular loss of profit, loss of orders, damage/loss from interruption of operations, loss of production or recourse claims as well as other medium, indirect, consequential or accompanying damage) is excluded. This does not affect liability on the basis of mandatory statutory liability, such as liability for personal injury and for defective products in accordance with the product liability act. However, any recourse claims asserted against us on account of such personal damage are excluded, unless the party entitled to recourse proves that the defect was caused in our sphere and was at least grossly negligent on our part.
2. Insofar as the buyer is entitled to claims for damages against us, these shall become time-barred 2 (two) years after the transfer of risk.

XIV. CHOICE OF LAW / PLACE OF JURISDICTION / ARBITRATION CLAUSE

1. Our legal relations with the buyer are subject to Austrian substantive law, excluding the conflict of laws as well as the UN Convention on Contracts for the International Sale of Goods.
2. Subject to the provisions of the next paragraph, all disputes arising out of or in connection with a delivery contract concluded under these conditions, including a dispute about its conclusion, shall be subject to the jurisdiction of the local court in Ried, Austria, which is competent for the subject matter; irrespective of this, we may also bring an action before the ordinary court which is competent for the subject matter at the buyer's registered office.
3. However, if the buyer has its registered office outside the European Union, all disputes arising from a delivery contract concluded under these terms and conditions or relating to its breach, termination or nullity shall be finally settled, to the exclusion of any recourse to ordinary courts of law, by three arbitrators appointed in accordance with these rules, in accordance with the rules of arbitration and conciliation of the international arbitral centre of the Austrian federal economic chamber in Vienna (Vienna Rules). The place of arbitration shall be Vienna.

XV. COMPLIANCE AND BUSINESS ETHICS

As a basic prerequisite for each as well as the observance of all relevant laws, guidelines, regulations and similar standards. A breach of contract within the meaning of this paragraph shall be deemed a material breach of contract, which entitles us to withdraw from all unfulfilled orders and to claim comprehensive damages.

XVI. EXPORT CONTROL

- 1) The buyer acknowledges that delivery items may be subject to the relevant statutory provisions and regulations on export control and may be sold, leased or otherwise transferred or used for a purpose other than the agreed purpose without an export or re-export licence from the competent authority. The buyer undertakes to comply with such rules and regulations. He/she acknowledges that these may change and are applicable to the contract in the currently valid wording.
- 2) The buyer shall comply with the applicable national and international (re-)export regulations when passing on to third parties delivery items and associated documentation, irrespective of the manner in which they are made available or the services provided by us, including technical support of any kind. In any case, the buyer must observe the (re-)export regulations of our country of domicile, the European Union, the United Kingdom of Great Britain and Northern Ireland and the United States of America when passing on to third parties.
3. If required for export control checks, the buyer shall, upon our request, immediately provide us with all necessary information, including information on the final recipient, final destination and intended use of the delivery item or other services.
4. Our obligation to fulfil contracts concluded under these conditions is subject to the proviso that there are no obstacles due to national or international regulations of customs and foreign trade law or embargos and/or other sanctions.

XVII. DATA AND SECRECY PROTECTION

1. The parties expressly consent to the processing of personal data - in particular name, address, contact data and professional data - of the persons working for them and intervening in relation to the companies of the other party for the purpose of fulfilling the contract, processing the order as well as fulfilling the relevant accounting legal and due diligence obligations.
2. The parties also consent to the transfer of this personal data to companies of the other party in countries outside the European Union, with knowledge of the risks potentially associated with this, for the purpose of processing orders and fulfilling contracts.

3. With this consent, the parties assure each other of the existence of corresponding declarations of consent of the persons concerned acting on their behalf and hold each other completely harmless and indemnify each other on first demand with regard to all disadvantages arising from and in connection with the breach of the aforementioned assurance.

4. The consent according to 1. and 2. can be revoked at any time without giving reasons by each party or the persons concerned by e-mail. However, any processing up to the point of revocation shall not be affected by a revocation.

5. The parties undertake to maintain absolute secrecy with regard to business and trade secrets received from the business relationship, as far and as long as these are or become not accessible to the public.

XVIII. OTHERS

1. The place of performance for all obligations arising from the delivery contract is the registered office of our company.

2. Communications to us are only binding if they are in writing in German or English. Communications may also be transmitted by fax or electronically. They shall become effective at the point in time at which they either reach the recipient or would have reached him under normal circumstances with the selected transmission method. Messages which reach us on Saturdays, Sundays or on one of our applicable public holidays shall only become effective on the following next working day.

3. The contract concluded under these terms of delivery shall remain valid even if a clause is found to be void or ineffective. In such a case, the void or ineffective provision shall be replaced by a provision that comes closest to the economic purpose of the ineffective provision in a legally effective manner. Gaps in the contract shall be filled in the same way.

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