

General Conditions of Purchase of SCHIEBEL Antriebstechnik GmbH

1. Preamble

- 1.1. For business transactions with SCHIEBEL Antriebstechnik GmbH (hereinafter referred to as "SCHIEBEL"), the following General Terms and Conditions of Purchase ("GTCP") apply exclusively, unless the parties to the contract have expressly agreed otherwise in writing.
- 1.2. These GTCP replace the terms and conditions of the contracting party (hereinafter "contractor") unless expressly agreed otherwise in writing.
- 1.3. The GTCPs are binding for all present and future business dealings between the contracting parties, even if not expressly referred to. In addition, the provisions of the quality assurance agreement in the currently applicable version apply, which can be found on the SCHIEBEL homepage (<http://www.schiebel-actuators.com/quality-assurance-agreement.html>) whereby in case of contradictions the GTCP takes precedence.

2. Offer

- 2.1. Offers by SCHIEBEL are made exclusively by orders. Orders from SCHIEBEL are only legally binding if they are made in text form (eg by e-mail). Unless otherwise specified in the order, SCHIEBEL is bound to an offer for 3 working days.
- 2.2. For changes or additions to an order, the written form requirement in point 2.1. applies mutatis mutandis.

3. Conclusion

- 3.1. With acceptance of the order by written confirmation (order confirmation) of the contractor, the contract is considered completed.
- 3.2. SCHIEBEL may revoke the order if the contractor does not accept it within 2 days of dispatch.
- 3.3. If the order confirmation differs from the order, the contractor must clearly point out in this and make a representation of the respective deviations. SCHIEBEL is only bound to a deviation if SCHIEBEL has expressly agreed to this in individual cases in writing in accordance with point 2.1. within 3 working days. For the rest, silence or acceptance without express written confirmation of the deviations shall not be considered conclusive. Rather, the contract is then concluded solely with the content of the offer of SCHIEBEL.

4. Shipping and transfer of risk

- 4.1. Shipment must be reported to SCHIEBEL in writing without delay, at the latest on the departure of the delivery.
- 4.2. Unless otherwise agreed, the contractor shall bear the costs and risk of the transport up to the transfer past the first lockable door at the location of SCHIEBEL or at the otherwise agreed place of destination (Incoterms - "Delivered Duty-paid" (DDP)). The risk of loss or damage only passes to SCHIEBEL upon transfer.
- 4.3. The Contractor shall take out transport insurance of reasonable and usual content with sufficient cover for the goods and package them properly in order to avoid damage to the goods on the way to the specified destination under normal transport conditions. Damage caused as a result of improper packaging prior to acceptance by SCHIEBEL shall be borne by the contractor.

- 4.4. Electronic and non-physical objects (files, software, etc.) are sent by the contractor on the instructions of SCHIEBEL in a format, transport route and according to other specifications of SCHIEBEL. In any case, at the request of SCHIEBEL, a physical data carrier on which these electronic or immaterial items are stored must also be handed over. The above provisions on shipping and the transfer of risk apply mutatis mutandis to these data carriers.

5. Dispensation commitment

- 5.1. All packaging to SCHIEBEL shall be discharged from the contractor exclusively via Altstoff-Recycling Austria AG ("ARA AG") or in any other suitable manner. Upon request, evidence of legal disposal must be provided. The costs and fees are borne by the contractor.
- 5.2. If the contractor does not comply with the dispensation commitment, SCHIEBEL is entitled to have the disposal by third parties carried out at the risk and expense of the contractor.
- 5.3. Should SCHIEBEL decide to reuse packaging of the contractor, the obligations of the contractor according to 5.1. and 5.2. above shall cease to apply.

6. Quality

- 6.1. SCHIEBEL is a global company that also supplies numerous customers in developing and emerging countries. Therefore, particularly high load capacities, large tolerances and overall high quality of the goods and components to be supplied by the contractor are required.
- 6.2. The contractor is therefore obliged and guarantees that the goods supplied to SCHIEBEL, developments carried out for SCHIEBEL and components which are in accordance with SCHIEBEL's state-of-the-art design, are suitable for use under adverse conditions and also comply with relevant standards and beyond tolerances (eg for voltage peaks, special climatic conditions etc).
- 6.3. In addition, the provisions on quality requirements in the separate quality assurance agreement in the currently valid version, which can be downloaded from the SCHIEBEL homepage at (<http://www.schiebel-actuators.com/quality-assurance-agreement.html>) apply.

7. Quality assurance and subcontractors

- 7.1. SCHIEBEL is entitled to demand proof of the quality assurance system of the contractor and the documentation of quality inspections, as well as to carry out an audit at the contractor's company at any time. If the contractor refuses to provide proof, does not allow an audit, or if the proof or audit indicates a defect in the quality assurance system, this justifies a breach of contract pursuant to point 17.1. with the obligation to pay a contractual penalty. The contractor will bear the cost of the audit once every two years or, if the audit demonstrates a defective quality system.
- 7.2. In addition, the quality assurance provisions in the separate quality assurance agreement in the currently applicable version, which can be downloaded from the SCHIEBEL homepage at (<http://www.schiebel-actuators.com/quality-assurance-agreement.html>) also apply.
- 7.3. The contractor may not forward the order or parts of the order in any individual case to third parties, in particular subcontractors, without the prior written consent of SCHIEBEL. In the case of a written agreement by SCHIEBEL, the contractor only has to cooperate with selected contractual partners for the purpose of quality

assurance. In case of non-compliance, SCHIEBEL is entitled to withdraw from the contract.

- 7.4. A breach of these provisions constitutes a breach of contract in accordance with point 17.1. with the obligation to pay a contractual penalty.

8. Place of fulfillment, acceptance, delay and immediate measures

- 8.1. Place of fulfillment is the place named by SCHIEBEL in the order or the seat of SCHIEBEL.
- 8.2. Unless expressly agreed otherwise, the delivery / performance period (hereinafter also referred to as the "deadline" or the "periods") starts to run with the day of order in accordance with point 2.1.
- 8.3. Timely fulfillment depends on acceptance within the agreed deadlines by SCHIEBEL according to the following provision.
- 8.4. After delivery and / or instruction, training, installation, set-up, installation or successful execution of all required installation tests for the hardware and software components, as well as after the written confirmation of acceptance by the contractor and in the presence of complete documentation, SCHIEBEL carries out an acceptance test within 4 weeks. The operational use of the goods prior to the formal acceptance will in no case replace them and does not constitute a conclusive acceptance certificate. After successful completion of the acceptance test and its confirmation by SCHIEBEL in the form of a written and company-drawn acceptance declaration, the goods are deemed accepted (the "acceptance") and the contract as timely fulfilled.
- 8.5. If it becomes apparent to the contractor that he is in default, he must immediately inform SCHIEBEL. The period is only extended if SCHIEBEL has expressly agreed to this in writing. In the case of delay, because of poor performance or imminent delay, the contractor must, in consultation with SCHIEBEL, take appropriate immediate measures (eg special shifts, express deliveries, etc.) at its own expense, insofar as without such measures there is the risk of disadvantages for SCHIEBEL. The assertion of such measures by SCHIEBEL is sufficient. Should the contractor be able to deliver substitute products that do not conform to the contract, then this must be authorized by SCHIEBEL in every single case. Any claims for damages by SCHIEBEL remain unaffected by these measures. SCHIEBEL is entitled to take all measures at the expense and risk of the contractor to avert an impending delay.
- 8.6. SCHIEBEL is entitled in the event of default of the contractor to resign from the contract after setting a reasonable grace period. In the case of contracts that consist of several deliveries, services or deliveries and services, default occurs, even if only one delivery or service is not provided within the time limit (partial delay). In this case, SCHIEBEL is entitled, at its own discretion, to withdraw from all or part of the contract by setting a reasonable period of grace. A delay or partial delay justifies a breach of contract according to point 17.1 with the obligation to pay a contractual penalty.
- 8.7. In the event of premature delivery, SCHIEBEL is entitled to charge the contractor for the resulting additional costs, such as storage and insurance costs, as well as to make the payment in accordance with the agreed delivery date. By assuming before the agreed delivery date no storage business (§§ 416 ff UGB) is justified and no custody contract is concluded (§§ 957 ff ABGB). SCHIEBEL will only be liable for gross negligence until the originally agreed date, but not for slight negligence and coincidence. In any case, all claims are to be proven by the contractor in case of damage.

9. Prices and terms of payment

- 9.1. The agreed prices include all services that are necessary for the proper performance of the contract, in particular installation, assembly, installation and documentation costs, the cost of initial instruction and enrollment, any license fees, packaging, transport, insurance and unloading costs, public fees and charges, and any social benefits and expenses.
- 9.2. Unless otherwise agreed, the prices apply free place of installation or use or place of delivery (Incoterms - "Duty paid" (DDP)) unloaded.
- 9.3. In all documents relating to the order, in particular invoices, the SCHIEBEL order number shall be given, otherwise SCHIEBEL shall be entitled to postpone these without processing and shall be deemed not to have been received by SCHIEBEL.
- 9.4. Payments are to be made according to the agreed terms of payment. If no terms of payment have been agreed, the fee is due within 30 days of receipt of the invoice. If payment is made within 14 days of receipt of the invoice, SCHIEBEL is entitled to a discount of 3%. The contractor is only entitled to invoice after acceptance by SCHIEBEL in accordance with point 8.4.
- 9.5. SCHIEBEL is entitled to withhold payments due to warranty claims or other claims existing against the contractor or to offset them in accordance with point 18.

10. Changes to the subject matter of the contract

- 10.1. Within the scope of reasonableness, SCHIEBEL may demand immediate changes to the delivery or service item (in particular with regard to design, execution, quantity, time and place of delivery) for the contractor. Such a one-sided change by SCHIEBEL will be made in each individual case if there is a substantive justification and only in the context of good faith.

11. Price changes and price adjustment

- 11.1. As part of the cooperation, the contractor will show cost optimization through a constant cost and value analysis and agree to a reduction of the regular price if savings are possible, as long as the original margins are maintained. SCHIEBEL is entitled to carry out a review of the contractor's prices at any time. If it should turn out that an adaptation is necessary from the point of view of SCHIEBEL, SCHIEBEL will notify the contractor immediately, giving the reasons and undertaking a mutually agreed adjustment of the prices. The contractor is obliged to cooperate.

12. Transfer of ownership

- 12.1. The Contractor assigns SCHIEBEL, irrespective of a later date of payment, upon the handover of the goods to SCHIEBEL or a third party named by SCHIEBEL, with the incorporation of movable property or with the actual delivery of immovable, tangible or intangible property, without prejudice to the formal acceptance pursuant to point 8.4 the unencumbered, unrestricted and transferable property. The same applies to the delivery, installation or transfer of power parts.
- 12.2. Any reservations of title are ineffective.
- 12.3. A breach of these provisions constitutes a breach of contract pursuant to clause 17.1. with the obligation to pay a contractual penalty.

13. Granting of rights

- 13.1. The contractor grants SCHIEBEL with the handover of the goods to SCHIEBEL or to a third party appointed by SCHIEBEL or with repeated delivery with first handover, with the installation of movable property or with the actual handover of manufactured immovable property without prejudice to the formal acceptance according to point 8.4 all use of the work and intangible rights thereon irrevocably and without special consideration and SCHIEBEL accepts this grant of rights.
- 13.2. In particular, SCHIEBEL receives the total right of use, in particular for the production, use, sale, licensing, processing, further development and all other types of exploitation of these goods, their components, their accessories and the plans and creations developed for them, such as Source code, design and wiring diagrams, product documentation, operating instructions, safety instructions, certificates etc. If the delivered goods were manufactured or adapted specifically to the specifications of SCHIEBEL or using technical, business or similar specifications or accessible information provided by SCHIEBEL, SCHIEBEL will also receive the exclusive, irrevocable and materially, temporally and locally unlimited right of use and distribution of these goods and all accessories.
- 13.3. The contractor will also draw up all plans, sample documents, other designs, production sketches, development documentation and all other available documents on goods and / or their production, maintenance, etc. according to the state of the art and otherwise in accordance with the quality specifications in point 6 and at the request the immediately hand over SCHIEBEL in the format and transfer type specified by SCHIEBEL (eg data carrier).
- 13.4. SCHIEBEL is further entitled to register all intellectual property rights arising from the contractor's services in his name. To this end, Contractor SCHIEBEL undertakes to assist in all efforts to register such rights, to the best of its ability and without any special consideration, in particular by making any necessary or useful declarations in the required form.
- 13.5. Should SCHIEBEL's contractor engage in experimental development, research and the like in accordance with SCHIEBEL's specific requirements, the contractor will commit to any invention, intellectual property right, confidentiality or know-how, business secrets or other forms derived and therefrom intellectual property and, upon request, be transferred by SCHIEBEL without any special consideration and, as far as possible, to waive all such rights.
- 13.6. The contractor fully accepts the above rights and, to the extent permitted by law, waives all claims in this regard.
- 13.7. A breach of these provisions constitutes a breach of contract pursuant to clause 17.1. with the obligation to pay a contractual penalty.

14. Warranty, reporting responsibility, compensation, product liability

- 14.1. A duty to reprimand by SCHIEBEL as well as a shortening of the limitation periods is expressly excluded. The reversal of the burden of proof according to § 933a (3) ABGB does not apply. The acceptance according to point 8.4. does not constitute acknowledgment of freedom from defects or waiver of warranty or damage claims. The warranty period is three years and starts on the day of acceptance according to point 8.4. In case of defects of title, however, the period begins to run from the day on which SCHIEBEL becomes aware of the defect.
- 14.2. The warranty period is interrupted by any written notice of defects, it begins to run after each removal of defects or replacement delivery or performance for the relevant defective item. If the contractor acts as a subcontractor for SCHIEBEL in

- relation to a final customer of SCHIEBEL, the warranty periods of the contractor shall be extended until the end of the warranty obligation of SCHIEBEL towards the end customer. The same applies to the limitation periods of claims for damages.
- 14.3. The contractor is liable regardless of fault for all (consequential) damage caused by the delivery of defective goods or defective provision of services. Insofar as SCHIEBEL is entitled to assert compensation, this always includes lost profits and mere financial losses.
 - 14.4. The contractor warrants that he has completely manufactured the goods himself or is otherwise entitled to grant rights in the scope of this agreement to SCHIEBEL and that the rights granted are in no way limited or encumbered with third party rights and that third parties may not assert claims against SCHIEBEL of any kind from the use of the goods or the granting of rights in accordance with this agreement.
 - 14.5. In the event of a defect (including deviations from the provisions of the quality assurance agreement in the currently applicable version, which can be found on the SCHIEBEL homepage at (<http://www.schiebel-actuators.com/quality-assurance-agreement.html>), SCHIEBEL shall be entitled under the warranty to freely determine the nature of the warranty remedy (improvement, replacement, price reduction or conversion). SCHIEBEL is also entitled to have the defect rectified at the contractor's expense or by a third party. In the case of a deficiency the remainder of item 15 applies.
 - 14.6. The contractor undertakes to stockpile suitable spare parts and carry out repairs for a period of three years from the date of acceptance in accordance with point 8.4.
 - 14.7. Disclaimers and limitations of liability of the contractor, in particular from the title of warranty or compensation, are deemed to be waived.
 - 14.8. Compensation claims of the contractor against SCHIEBEL are excluded in cases of slight and simple gross negligence, as well as for consequential damages and loss of profit. The burden of proof lies with the contractor for gross negligence on the part of SCHIEBEL. Claims for damages against SCHIEBEL can only be asserted in court within 6 months of becoming aware of the damage and the damaging party, but at the latest within three years after the event giving rise to the claim.
 - 14.9. A breach of these provisions constitutes a breach of contract pursuant to clause 17.1. with the obligation to pay a contractual penalty.

15. Damage and indemnification in the event of defects, solidarity and defense commitment

- 15.1. The contractor shall indemnify and hold SCHIEBEL harmless from all claims of third parties as well as all economic or other disadvantages, in particular from product liability, property rights or in connection with intellectual rights of any kind, at first request. This includes, in particular, the defense and release of legitimate or alleged claims of third parties against SCHIEBEL, as well as the reimbursement of the costs for the enforcement of SCHIEBEL's claims against third parties who raise legitimate doubts as to rights that SCHIEBEL should have under this Agreement.
- 15.2. In addition, in order to avert product liability claims by third parties, the contractor is obliged to notify the respective manufacturer, importer and / or upstream supplier without delay and to provide all appropriate documents and evidence without delay and free of charge. Restrictions of any kind on the obligations resulting from the Product Liability Act for the Contractor as well as the claims of the SCHIEBEL under the law or other provisions shall not be recognized. In order to secure the risks resulting from product liability, the contractor must conclude an

appropriate product liability and recall insurance and, upon request, provide proof of this to SCHIEBEL by submitting a copy of the current insurance policy.

- 15.3. The contractor undertakes to assist SCHIEBEL comprehensively in good faith and at its own expense in the event of defects of any kind, upon written request by SCHIEBEL in the clarification and improvement of such defects and their future prevention.

16. Other liability

- 16.1. The contractor has to carry out all the activities carried out as part of the contractual relationship, in particular unloading, loading, assembly, installation, instructing etc on the grounds of SCHIEBEL to ensure that the legislation on accident prevention in the workplace, the applicable regulations of employee protection and professional standards as well as any other due care obligations and due diligence by him, his vicarious agents and third parties commissioned by him.
- 16.2. The contractor is liable even in the event of slight negligence for damage to SCHIEBEL, its contractual partners, employees or third parties resulting from a breach of this provision.

17. Infringement and contractual penalty

- 17.1. Violations of these GPC and / or the Quality Assurance Agreement (as amended, which can be found on the SCHIEBEL homepage at (<http://www.schiebel-actuators.com/quality-assurance-agreement.html>) by the contractor constitute a breach of contract and oblige the contractor to pay one Contractual penalty to SCHIEBEL in accordance with the following provisions.
- 17.2. The contractual penalty is indebted and damage-independent as well as immediately due. The contractual penalty does not restrict SCHIEBEL in its right to demand further compensation from the contractor. The payment of the contractual penalty does not exempt the contractor from its obligation to fulfill and is not to be interpreted as repudiation within the meaning of § 909 ABGB.
- 17.3. If the contractor does not fulfill its contractual obligation (non-performance), the contractor undertakes to pay 50% of the total order value for each individual such breach of contract, however, in each case at least EUR 1,000.00.
- 17.4. If the contractor does not comply with his contractual obligation in the condition or usually required manner (poor performance), which also includes a lack of rights under point 10.1. or 11.1, the contractor undertakes to pay 30% of the total contract value for each individual such breach of contract but at least EUR 1,000.00 each.
- 17.5. If the contractor does not fulfill his contractual obligation at the agreed time (delay or partial delay), the contractor undertakes to pay 1% per day of the total order value for each day of delay or partial delay commenced, however, up to a maximum of 250% of the total order value.
- 17.6. If the contractor violates the Quality Assurance Agreement (<http://www.schiebel-actuators.com/quality-assurance-agreement.html>) or subcontracting provisions in accordance with point 13, the contractor undertakes to pay 50% of the total contract value for each individual such breach of contract, however, in each case at least EUR 1,000.00.
- 17.7. If the contractor breaches the confidentiality obligation in accordance with point 20, the contractor undertakes to pay EUR 100,000.00 for each individual such breach of contract.

- 17.8. If the contractor violates the prohibition of assignment in accordance with point 18.3, the contractor undertakes to pay 40% of the assigned claims against SCHIEBEL for each of such breaches of contract.
- 17.9. For all other breaches of contract, the contractor undertakes to pay EUR 10,000.00 for each breach of contract.

18. Offsetting and assignment

- 18.1. SCHIEBEL reserves the right to offset any claims against the contractor with liabilities.
- 18.2. The contractor is not entitled to offset against claims of SCHIEBEL.
- 18.3. The contractor is not entitled to assign claims from the contractual relationship against SCHIEBEL to third parties without the express written consent of SCHIEBEL.
- 18.4. A breach of clause 18.3. justifies a breach of contract under clause 17.1. with the obligation to pay a contractual penalty.

19. Retention and retention right

- 19.1. The right of retention according to § 368 ff UGB and the right of retention according to § 471 ABGB of the contractor is expressly excluded.

20. Confidentiality and privacy

- 20.1. The Contractor undertakes, irrevocably and without time limitation, to maintain secrecy with regard to all information made available to him or otherwise disclosed in connection or on the basis of the business relationship or to SCHIEBEL, in particular business and trade secrets, and to be made accessible to third parties in any way whatsoever. The confidentiality extends to any information disclosed to the contractor, including discussion and negotiation results, even if they are not marked as confidential or named. The contractor undertakes to protect the information from unauthorized access by third parties and to use the information exclusively and only to the extent necessary to fulfill the contract. The contractor is released from this confidentiality obligation in the event of statutory disclosure obligations or prior written consent by SCHIEBEL.
- 20.2. Advertising and publications about orders from SCHIEBEL as well as the inclusion of SCHIEBEL in the contractor's list of references require the prior written consent of SCHIEBEL.
- 20.3. At the latest upon termination of the contractual relationship or beforehand at the request of SCHIEBEL, the Contractor shall without delay defer all plans, models, sketches, materials, documents and information of any kind or - should SCHIEBEL so desire, under SCHIEBEL's supervision - destroy or definitively delete them and destroy any copies thereof.
- 20.4. Both the contractor and SCHIEBEL undertake to treat personal data in compliance with all applicable laws and in particular to lawfully store and process them.
- 20.5. The Contractor shall indemnify and hold SCHIEBEL harmless from all claims by third parties as well as all economic or other disadvantages arising out of or in connection with the violation of legal provisions for the protection of personal or other data at first request.
- 20.6. The contractor must use only those employees and vicarious agents who have been expressly obliged in writing to maintain secrecy and to protect personal data.
- 20.7. At the first request, the contractor will conclude a contract data processing contract with SCHIEBEL that complies with legal standards.

20.8. A breach of these provisions constitutes a breach of contract pursuant to clause 17.1. with the obligation to pay a contractual penalty.

21. Models and tools

21.1. Models and tools made by the contractor at the expense of SCHIEBEL shall be sent to SCHIEBEL after completion of the order. Item 4 on the shipping and the transfer of risk applies mutatis mutandis. The models and tools become the property of SCHIEBEL after payment or delivery according to point 11.1, whichever comes first. They shall be stored by the Contractor in a manner that is appropriate and customary in the trade, as well as insured at its expense against disasters such as fire, water, theft, loss and other damage.

21.2. Resale of these models and tools, as well as any replica or similar parts to these models and tools, is not permitted without the express written permission of SCHIEBEL. A breach of clause 21.1. or 21.2. establishes for each model or tool a breach of contract under clause 17.1. with the obligation to pay a penalty.

21.3. Drawings, plans and sketches which SCHIEBEL provides to the Contractor for the manufacture of the order or models and tools remain the property of SCHIEBEL. The contractor will meet the confidentiality obligations in point 20.

22. Upright liability insurance

22.1. Upon conclusion of the contract, the contractor insures to have an up-to-date liability insurance coverage, which corresponds to the relevant standards of the insurance industries, with a coverage amount for each individual loss event of at least EUR 1,000,000.00. SCHIEBEL is entitled at any time to demand from the Contractor the transmission of a copy of the current insurance policy and a confirmation of the ongoing payments.

22.2. A breach of these provisions constitutes a breach of contract pursuant to clause 17.1. with the obligation to pay a contractual penalty.

23. Changes, interpretations and non-exercise of rights

23.1. Changes or additions to this contract must be made in writing in each individual case in order to be legally valid. This also applies to the departure from the written form requirement. There are no verbal collateral agreements.

23.2. The design rule of § 915 ABGB is expressly waived; rather, in the case of ambiguity, a balanced interpretation of the interpretation is to be gained for all contractual partners.

23.3. The non-exercise of rights, in particular the right to dissolve the contract or to claim a contractual penalty that SCHIEBEL would be entitled to under this Agreement or under applicable law, shall in no case constitute a waiver of such rights and shall in no case result in their loss or limitation.

24. Applicable law and jurisdiction

24.1. The place of fulfillment and jurisdiction is 1010 Vienna; this contractual relationship and all related legal relationships are exclusively subject to substantive Austrian law, excluding its referral norms and the UN Sales Convention.

25. Severability clause

- 25.1. The invalidity or invalidity of individual provisions of this contract shall not affect the validity of the remaining provisions. Should a provision of this contract or parts of it be ineffective or void, this does not lead to the complete abrogation of this provision (s), then those provisions are deemed agreed, which are legally valid or legally permissible and the purpose of the void or ineffective provisions and the intention of the contracting parties come economically and legally closest. The same applies in the case of a contract gap.
- 25.2. In any case, in contrast to all translations of these AEB into other languages, the German language version is used.

Vienna, May 2019