

## General Contractual Conditions for Customers of WESTTECH Maschinenbau GmbH

### 1. General, textuality:

WESTTECH Maschinenbau GmbH – hereinafter referred to as "WESTTECH" – interacts with its customers – hereinafter its "Contracting Partners" – exclusively on the basis of these General Contractual Conditions. These General Contractual Conditions are integral components of every contract which WESTTECH concludes. The Contracting Partner confirms that they have received and read these General Contractual Conditions, and declares their agreement with its content without reservation. No agreements other than those below and overleaf have been made, unless this has been explicitly set down in writing. Oral agreements, ancillary agreements or assurances shall require written confirmation from WESTTECH's authorised representatives, as entered in the companies register, with a company signature, in order to be effective. Any terms and conditions of the Contracting Partner which contradict these General Contractual Conditions shall be invalid, unless an amendment is made by mutual agreement, in accordance with the written form requirement. The Contractual Conditions below also apply to future business relationships, even if they are not explicitly agreed again. WESTTECH does, however, reserve the right to offer services subject to amended conditions. When another contract is concluded within the framework of the business relationship or further services are provided within the framework of an existing contractual relationship, if not before, WESTTECH shall refer to the amended terms and conditions, and shall send them to the Contracting Partner on request. When the new contract is concluded and/or the additional service is accepted, these terms and conditions shall count as accepted.

### 2. Offer and conclusion of contract:

WESTTECH offers non-binding, especially as regards prices, delivery period, deadlines, and delivery options and ancillary services if applicable. The scope and content of the services to be provided shall be determined solely by WESTTECH's order confirmation. These Contractual Conditions shall also apply. The information regarding WESTTECH's services and products provided in catalogues, price lists, brochures, company information material, prospectuses, adverts on trade fair stands, in circular letters, marketing materials or other media is non-binding, unless it is explicitly declared to be part of the relevant contract. WESTTECH's cost estimates are generally drawn up without any guarantee that they are complete and accurate. WESTTECH reserves the right to deviate from the offer documents and/or from the order confirmation where this is required in order to accommodate mandatory legal or technical standards. Declarations in connection with conclusion of contract and ancillary agreements from and to employees and WESTTECH agents who are not authorised representatives entered in the companies register shall only be binding for WESTTECH insofar as these persons are equipped with a corresponding power of attorney and order from WESTTECH. The Contracting Partner is responsible for informing themselves about the scope of these persons' power of attorney and order from WESTTECH. If they fail to fulfil this obligation, the Contracting Partner may not rely on the employee or agent's own statements regarding the scope of their power of attorney and order.

### 3. Remuneration, payment methods, consequences of default:

a) Pricing:  
Contractually agreed prices should be understood in euros. If the price is expressed in a foreign currency, the payment may in any case be made in euros, unless a foreign currency was explicitly prescribed for the payment. Conversion shall be carried out according to the market value which is currently authoritative for the payment location at the time when the payment is made. Unless otherwise explicitly agreed in writing, prices are given net, excluding VAT. Prices should also be understood as exclusive of storage, packaging, transport, loading and shipping costs, as well as customs duty and insurance. Packaging is only taken back if an explicit agreement has been made to this effect. Deliveries and services for which no fixed prices have been explicitly agreed shall be invoiced at the list prices valid on the day when they are provided, or at the usual rate. WESTTECH is entitled to demand a higher fee than the agreed fee if the calculation bases in place when the order is issued, such as raw materials prices, exchange rate or personnel costs, change after the contract is concluded. If the order is urgent by nature or the Contracting Partner wishes for it to be carried out urgently, the additional costs for necessary overtime and other things shall be passed on. Periodically chargeable fees, for example for servicing or maintenance services, shall fall due annually at the start of the calendar year. If the contract starts or ends during a year, this fee shall be payable pro rata. This fee is index-linked to the Verbraucherpreisindex (VPI, Consumer Price Index) 1996, whereby the month in which the periodic fee was agreed shall serve as the starting point. If the 1996 VPI is no longer published, it shall be replaced by the following index, or the most similar one. WESTTECH is, moreover, entitled to adjust any periodically chargeable fee if the calculation bases set out in the above provisions change. The discharging effect and the consequences of default relating to the periodically chargeable fee are subject to the other provisions of this point of the contract. Expenses which arise in connection with WESTTECH services for which a periodic fee is chargeable, such as travel expenses, daily allowances and overnight expenses, shall be invoiced separately, and the Contracting Partner must reimburse them in full. Travel time counts as working hours in this context. Any separately agreed discounts and other price reductions shall lapse if insolvency proceedings are introduced concerning WESTTECH's assets. WESTTECH reserves the right to charge for services which are not contractually owed, but which the Contracting Partner requests and uses at the applicable and/or appropriate prices. This applies especially to services which become necessary because the Contracting Partner does not cooperate adequately, or due to use of services and programs not delivered by WESTTECH. Any training sessions and introductions to the use of the goods delivered or to be delivered by WESTTECH shall only be provided under a separate agreement, for a fee.

### b) Due date, fulfilment of the payment obligation:

Unless otherwise agreed, the agreed purchase price shall fall due free from fees and deductions, half when the order confirmation is confirmed, and the rest on delivery or provision for collection, as well as after the invoice is received. In the event of a deterioration in the Contracting Partner's economic circumstances, WESTTECH shall be entitled to immediately declare the agreed fee or the purchase price due, and only to carry out the order in exchange for advance payment. Payments to WESTTECH shall only have discharging effect if they are made either by bank transfer into the bank account indicated in the invoice, or in cash to an authorised representative under commercial law. Other persons are not entitled to collect payments unless they can prove to have a financial power of attorney which complies with the formal requirements of point 1). The payment shall count as received on the day when the payment reaches WESTTECH, in the case of bank transfer the booking day at WESTTECH's bank. Bills of exchange or cheques shall only be accepted subject to the explicit proviso of actual receipt of the payment. All associated fees, costs and expenses shall be borne by the Contracting Partner. The issuance of the Contracting Partner's own or third-party bills of exchange shall not count as payment, and shall not establish any claim to any discount. The retention of payments and the objection from the Contracting Partner that the contract has not been fulfilled due to asserted warranty or compensation claims is excluded, regardless of whether such claims turn out to be justified or unjustified. Such claims therefore do not postpone the due date for the payment. If a discount is agreed, the discount period shall begin when WESTTECH sends the invoice. Regardless of any discount agreement made, the agreed fee shall fall due for payment as described above. Any warranty claims or alleged counterclaims shall not interrupt or hinder the discount period. Any agreed discount shall become invalid if payment is late or incomplete. WESTTECH shall be entitled to use payments arriving, regardless of any contrary expressions of will, according to its discretion for due obligations of all kinds, including reminder fees for pursuing its claims, fees, expenses for residency enquiries, interest and/or default interest, and finally for principal amounts. In the event of default, the Contracting Partner is obliged to reimburse WESTTECH in full for all reminder fees, costs and cash expenses associated with making the fees collectible. WESTTECH's registered office is agreed as the place of performance for the Contracting Partner's payment obligation.

### c) Consequences of default:

If the Contracting Partner misses the payment deadline, it must immediately pay 1% in default interest on the overdue amounts per month, whether a formal notification of default has been issued or not. The Contracting Partner is also obliged to reimburse WESTTECH for all costs resulting from the default on payment, such as expenses for reminders, collection attempts, storage costs and any in- or out-of-court representation costs. If the Contracting Partner enters default, WESTTECH shall, regardless of other rights, be entitled to cease providing its services and/or to appropriately extend the delivery period, to make all outstanding receivables from this or other legal transactions fall due, and to reclaim any delivered items, without this releasing the Contracting Partner from their obligation to pay. WESTTECH shall only be deemed to have withdrawn from the contract by performing these actions if it explicitly declares that it wishes to do so. In the event of partial payment, it is agreed that the deadline shall be deemed to have been missed. If it is not paid in full or in part and in good time, the whole outstanding amount shall immediately fall due. If the deadline is missed, default interest shall be charged according to the above provision.

### 4. The Contracting Partner's obligations:

If WESTTECH carries out installation, the Contracting Partner is obliged to ensure that WESTTECH's installation personnel are able to start work as soon as they arrive. The Contracting Partner shall be liable for ensuring that the necessary technical pre-requisites for the work to be carried out or the purchase object are in place, and that the relevant technical equipment, such as supply lines, cables, networks and the like, are free of technical defects and ready for operation, and are compatible with the work to be carried out by WESTTECH or with the purchase object. WESTTECH is entitled but not obliged to check this equipment, for an additional fee. WESTTECH is not obliged to check, seek clarification or warn the Contracting Partner in relation to any documents provided or information or instructions sent by the latter, and WESTTECH's liability in this connection is excluded. The order shall be issued without regard to any official permits and approvals which may be required, and which the Contracting Partner must obtain.

### 5. Prohibition on offsetting and assignment:

The Contracting Partner is not entitled to offset its receivables against WESTTECH's. The Contracting Partner may only assign claims arising from their contractual relationship with WESTTECH, especially including warranty and compensation claims, to third parties with WESTTECH's consent in a form which satisfies the formal requirements of Point 1.

### 6. Security rights:

#### a) Retention of title:

All goods shall remain the property of WESTTECH even after they are handed over, until the agreed price and ancillary fees have been paid in full. As long as any receivables arising from contracts between WESTTECH and the Contracting Partner are outstanding, the Contracting Partner may not sell, hire out, loan out, pledge, or donate the goods without WESTTECH's consent, or take them abroad. The retention of title shall apply regardless of such disposals by the Contracting Partner over the goods, even if third persons acquire rights to these goods in good faith. WESTTECH shall have the right to convince itself at any time of the presence and condition of the goods until its receivables have been paid in full. Should the goods be seized by a third party, the Contracting Partner shall be obliged to inform WESTTECH immediately by registered letter. The seizure report and the affidavit stating that the retained goods are identical with those delivered by WESTTECH and have not yet been paid for must be attached. In the event that insolvency proceedings are opened on the Contracting Partner's assets, the Contracting Partner shall be obliged to inform WESTTECH immediately, and to separate off all items and receivables subject to its retention of title. The Contracting Partner shall bear the costs of intervention. The seizure of the goods delivered subject to retention of title on behalf of WESTTECH shall not invalidate the retention of title. WESTTECH is entitled to sell the reclaimed goods to third parties without checking that the purchase price is appropriate. The proceeds from sale of the reclaimed items shall be deducted from the original price receivable. The Contracting Partner must reimburse WESTTECH for the resulting amount, plus interest and all fees associated with enforcing the retention of title, and/or add them to the purchase price already paid.

#### b) Assignment of security:

The Contracting Partner shall assign to WESTTECH for collection all receivables which it obtains by selling, processing, blending, utilising or using the goods delivered by WESTTECH. The Contracting Partner undertakes to note this assignment in its books and on its invoices until all fees have been properly paid in full within the meaning of Point 3), and to refer its debtors to this, subject to an immediate compensation obligation. On request, they must provide WESTTECH with all the documents and information which it requires in order to assert the assigned receivables and claims.

#### c) Rights of retention:

WESTTECH has the right to retain the products and goods until all open receivables arising from the business relationship have been settled, in order to secure its receivables derived from this and other legal transactions with the Contracting Partner. WESTTECH also has the right to retain the products and goods until all open receivables arising from the business relationship have been settled, in order to secure its receivables from this and other legal transactions with the Contracting Partner. The Contracting Partner undertakes to agree to WESTTECH freely disposing over these items if the Contracting Partner defaults on its payment obligations. WESTTECH is authorised to use the proceeds from the sale to repay all receivables arising from this and other legal transactions with the Contracting Partner, applying the provision in Point 3 b) regarding the repayment order mutatis mutandis.

#### d) Bank guarantees, sureties etc.:

The Contracting Partner must provide written evidence of any agreed bank guarantees, surety declarations and similar securities to secure WESTTECH's claims before the order is taken up. Should WESTTECH accept the order without this evidence, WESTTECH shall be authorised to wait until the evidence has been provided before performing its service. The provision in Point 7 regarding the start of the delivery period for sureties should be applied to the beginning and course of the delivery periods.

### 7. Delivery period, acceptance, default on acceptance by the Contracting Partner:

Any periods named by WESTTECH, especially delivery deadlines, are only binding if they have been agreed to in writing.

Order changes – whatever the reasons for them – shall bring about cancellation of agreed deadlines and periods, unless otherwise agreed. Delivery and performance periods and deadlines shall be extended or postponed appropriately in the event of force majeure and/or hindrances, such as operational disruptions, sovereign measures and interventions, energy supply difficulties, loss of a difficult-to-replace supplier, strike, traffic impediments, delay in customs clearance etc. which effect the delivery or the service. Unless otherwise agreed, the delivery period shall begin at the earliest on the date of the order confirmation, the date when the Contracting Partner fulfils all the applicable technical, commercial and other pre-requisites, or the date when WESTTECH receives an agreed advance payment or security payment. The delivery period shall start on the date of whichever of these three events occurs latest. The Contracting Partner must accept WESTTECH's services as soon as WESTTECH demonstrates that it is ready for delivery and performance. Insignificant deviations shall not entitle the Contracting Partner to refuse acceptance. If the Contracting Partner enters default on accepting ordered goods, WESTTECH shall be entitled, after setting an appropriate grace period of up to 14 days, to withdraw from the contract, and/or to demand compensation due to non-performance. If the Contracting Partner does not utilise agreed services even though WESTTECH is ready to perform them, the Contracting Partner shall be obliged to pay the whole agreed and/or appropriate fee. WESTTECH shall also be entitled to withdraw from the relevant contract, and/or to demand compensation due to non-performance. WESTTECH shall be entitled to carry out and charge for partial or advance deliveries. If delivery on demand is agreed, the performance/purchase object shall count as demanded six months at the latest after order. If the company, the business or a part of the business of WESTTECH and therefore the relevant contract is transferred to another person, WESTTECH's joint and several liability for the contractual obligations according to Section 1409 ABGB (Austrian Civil Code) is excluded.

### 8. Transfer of risk and shipment:

The risk shall be handed over to the Contracting Partner as soon as WESTTECH provides the purchase object/the work for collection at the factory or warehouse, regardless of whether WESTTECH hands the items over to a forwarder or transporter. The shipment, loading and unloading and transport shall always be carried out at the Contracting Partner's risk. The Contracting Partner shall approve any appropriate shipping method. A transport insurance policy shall only be taken out if the Contracting Partner commissions it in writing. WESTTECH shall be entitled to levy the packaging and shipping costs for shipments, as well as the fee or purchase price cash on delivery from the Contracting Partner, if the Contracting Partner's financial situation deteriorates or a credit limit agreed with WESTTECH is exceeded. The place of performance for all WESTTECH's performance obligations is WESTTECH's factory.

### 9. Warranty, liability, contractual penalty:

WESTTECH shall provide a warranty according to the following provisions:

a) A period of 6 months from handover of risk within the meaning of these General Contractual Conditions is agreed as the warranty period for tangible and intangible items. b) a warranty is provided for defects within the above period which were present on handover, whereby the burden of proof shall be borne by the Contracting Partner. c) If the Contracting Partner otherwise loses its warranty and/or compensation claims immediately after receiving the goods and/or the service being provided, it must immediately report the defect and describe the defect and possible causes for this in detail. The complaint must be sent to WESTTECH's registered office, and the Contracting Partner must hand over the goods or work services subject to the complaint, if this is feasible. After acceptance is carried out, a complaint is excluded. The Contracting Partner must commission any experts at their own expense to investigate the goods before acceptance. If it fails to do this, a later claim that the defect was not identifiable shall be inadmissible. Other warranty claims are excluded. Furthermore, warranty and compensation claims by the Contracting Partner shall be excluded if the technical equipment to be provided by the Contracting Partner itself or persons acting on its behalf, such as supply lines, cables, networks and the like, are free of technical defects and ready for operation, or are not compatible with the work to be carried out by WESTTECH, or with the purchase object. Moreover, no warranty or defect claims shall be admissible for defects caused by improper handling or overloading, if statutory operating or installation requirements or those issued by WESTTECH are not followed, if the delivery object was produced according to the Contracting Partner's specifications and the defect is caused by these specifications and/or drawings, in the event of defective assembly and/or start-up by the Contracting Partner or third parties, in the event of natural wear and tear, in the event of damage in transit, in the event of improper storage, in the event of conditions adversely affecting operation (e.g. inadequate power supply), in the event of chemical, electrochemical or electrical influences, if essential maintenance is not carried out, or in the event of poor repair.

WESTTECH is entitled to carry out any examination it regards as necessary, or to arrange for it to be carried out, even if this makes the goods or workpieces unusable. If this examination shows that WESTTECH is not responsible for any defects, the Contracting Partner must bear the costs of this examination, in exchange for an appropriate fee. If the performance objects are manufactured based on details, drawings, plans, models or other specifications provided by the Contracting Partner, WESTTECH shall only provide a warranty for execution according to the stipulations. If the Contracting Partner carries out modifications to the purchase object handed over without WESTTECH's consent, WESTTECH's warranty/compensation obligation shall lapse. If secondary warranty claims are asserted, WESTTECH shall be entitled according to its choice to avert a request for a change by a price reduction claim, unless the defect is important and cannot be repaired. The Contracting Partner shall bear all costs incurred in connection with rectifying the defect, such as transport, assembly and disassembly, and travel costs. At WESTTECH's request, the Contracting Partner shall provide workers at no charge. The Contracting Partner shall only involve exchanging the affected part, if necessary by appropriate repair. WESTTECH shall only ever be liable for defects within the framework of the warranty provided by the supplier companies. Wages and costs for assembly and disassembly, as well as shipping and transport costs are excluded from the warranty. The Contracting Partner is not entitled to demand that WESTTECH reimburse its costs for repairs it carries out itself, unless WESTTECH has agreed to this in writing. Any defect repairs by WESTTECH shall not affect the warranty period. In particular, any improvement or attempted improvement shall not affect the period of 6 months from delivery which was originally agreed. WESTTECH's liability for losses incurred by the Contracting Partner for whatever legal reason, including default, impossibility, inadequate performance and extracontractual liability is excluded, unless the losses are caused by intention or gross negligence. The Contracting Partner shall bear the burden of proof for showing that the loss occurred, as well as amount, cause, illegality and fault. The exclusion of liability especially also applies to compensation claims for consequential losses from defects, indirect losses, lost profit, loss of interest, other financial losses, losses caused by business interruption, loss of data, breach of protection obligations to third parties, and third-party actions against the Contracting Partner. If actions are brought against it by third parties, the Contracting Partner must indemnify WESTTECH and hold it harmless. Any liability on the part of WESTTECH is in any case limited in amount to the agreed fee or the purchase price for the order in question. The contracts taken over by WESTTECH are only taken over with the proviso of this limitation of liability. Any liability on WESTTECH's part going beyond this is explicitly excluded. If the total losses exceed the maximum limit, the compensation claims of individual injured parties shall be reduced pro rata. The Contracting Partner must inform WESTTECH of defects it discovers in the goods and/or the work without undue delay; otherwise, it shall lose any claims. Compensation claims must always be made within six months of the goods being accepted, at the latest from the time when the damage becomes identifiable; otherwise, they shall lapse. This shall not affect the obligation set out under Point 9 c) to immediately report defects on acceptance of the goods. The Contracting Partner may initially only claim compensation in the form of improvement or exchange of the item/the work; only if both are impossible or would be disproportionately expensive for WESTTECH may the Contracting Partner immediately demand monetary compensation. If any conditions for assembly, start-up and use, or official conditions for approval, are not complied with, liability shall be generally excluded. The Contracting Partner is obliged to ensure that operating instructions for the delivered goods and/or works are complied with by all users. In particular, the Contracting Partner must correspondingly train and instruct its personnel and other persons coming into contact with the delivered goods and/or work. The compensation obligation for material damage resulting from the Produkthaftungsgesetz (German Product Liability Act) as well as product liability claims which can be derived from other provisions are excluded, where legally possible. The Contracting Partner is obliged to pass on the exclusion of liability for product liability claims to any contracting partners of its own. Recourse by the Contracting Partner against WESTTECH arising from actions according to the Produkthaftungsgesetz is excluded. The Contracting Partner must take out an adequate insurance policy for product liability claims and indemnify WESTTECH and hold it harmless in this regard. The assertion of any compensation claim greater in amount shall exclude any agreed contractual penalty. WESTTECH authorised to settle any smaller losses instead of the contractual penalty.

### 10. Withdrawal, dissolution of contract:

In the event of default, WESTTECH is entitled to withdraw from the contract without setting a grace period. In such a case, WESTTECH shall be entitled to invoice all its services, and make the fee fall due. The provisions under Point 3 b) regarding due date and performance of the payment obligation must be applied mutatis mutandis in this case. This paragraph shall also apply if the contract is dissolved as a result of insolvency proceedings being opened on WESTTECH's assets, if mutual obligations have not been fulfilled in full, and the appointed administrator does not enter the contract according to Section 21 of the Insolvenzordnung (German Insolvency Act). The contractual relationship shall be automatically terminated if bankruptcy proceedings are opened concerning the Contracting Partner's assets. In this case, however, WESTTECH shall be entitled to offer to maintain the contract. If contractual performance becomes impossible through reasons which are not WESTTECH's fault, it shall be freed from its obligations. WESTTECH shall also be entitled to withdraw from the contract if circumstances come to light after the contract becomes legally valid which give reason to doubt that the Contracting Partner will fulfil the contract. In the event of such a declaration of withdrawal, the Contracting Partner shall not have any claim of any kind. The Contracting Partner shall waive rescission/adjustment of this contract due to error.

### 11. Commercial property rights:

The Contracting Partner shall be liable for ensuring that none of the construction details, drawings, models or other specifications intervene in third-party property rights. If property rights are infringed, the Contracting Partner must indemnify WESTTECH and hold it harmless. Software, plans, sketches, cost suggestions and other technical documents which may also be a part of the offer shall always remain the intellectual property of WESTTECH, as shall samples, catalogues, prospectuses, illustrations etc. Any sale, copying, reproduction, dissemination and delivery to third parties, publication and demonstration may only occur with WESTTECH's explicit permission.

### 12. Software:

If software components or computer programs also belong to the performance/purchase object, WESTTECH grants the Contracting Partner in relation to these a non-transferable, non-exclusive right of use at the agreed installation site, subject to compliance with the contractual conditions and documents (e.g. operating instructions). The Contracting Partner shall not be entitled without WESTTECH's prior written consent to reproduce or modify the software, make it accessible to third parties or use it for purposes other than those explicitly agreed; otherwise, any claims shall be excluded. This shall especially apply to the source code. The software is only covered by a warranty in terms of its meeting the specifications agreed when the contract is concluded, if the software is deployed according to the installation requirements and corresponds to the conditions of use. WESTTECH shall not provide any guarantee that the software is of defect-free quality, or that it will function without interruptions or faults. The occurrence of faults cannot be ruled out. The hardware required to use the software must be provided by the Contracting Partner, unless this is included in the contract's scope of service. WESTTECH shall neither provide a guarantee, nor shall it be liable, if the software does not work because hardware pre-requisites are not met, if the Contracting Partner is responsible for them according to this provision. The choice and specification of the software offered by WESTTECH shall be carried out by the Contracting Partner, which must ensure that the software is compatible with the conditions on site. The Contracting Partner shall be responsible for using the software and for the results achieved with it. The performance characteristics, special functions, hardware and software pre-requisites, installation requirements, conditions of use, and operation for custom software can be found exclusively in the specification sheet to be agreed between the contracting parties. The Contracting Partner must provide the information required in order to manufacture custom software before concluding the contract.

### 13. Confidentiality, data protection:

The contracting parties are obliged to maintain confidentiality regarding the other party's trade and operational secrets, as well as other confidential and protection-worthy information and matters, which are entrusted or become known to it or in connection with order performance, and not to use such information for its own or third parties' purposes, but rather purely in order to fulfil its duties in a legally compliant manner. This confidentiality obligation shall not apply to information which is already known or becomes known outside of the contract. This shall not affect more stringent legal confidentiality obligations. This confidentiality obligation shall remain in place after the contract is terminated.

### 14. General final provisions:

Individual invalid contractual provisions shall not influence the validity of the remaining clauses, and the contracting parties must replace such provisions by others which approach as closely as possible the economic and legal purpose of the invalid provision. The Contracting Partner must inform WESTTECH of any changes to their company name, address, legal form or other relevant information. The place of performance for both contracting parties is WESTTECH's registered office. The contracting parties agree that Austrian law shall apply to all legal disputes arising from this contract, to the exclusion of UN Sales Law, as well as the exclusive geographic jurisdiction of the court materially competent for WESTTECH's registered office.