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

Unless expressly agreed otherwise in writing, all supplies and services by Seller to LISEC shall be subject to the conditions set forth below.

1. ORDER
1.1. All orders as well as all modifications thereof and supplements thereto will be binding on LISEC only if placed in writing, including taxes and emails, 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, not later than 14 days following receipt of the order. Any conditions of the Seller (e.g. bids, sales conditions) shall be applicable only if expressly accepted by LISEC in writing. Orders as well as amendments and changes to existing orders placed by telephone or otherwise verbally do not become binding for LISEC until confirmed by LISEC in writing.

1.2. The order date shall be the date the order was sent, and in the event of a verbal order the date the confirmation was sent by LISEC.

1.3. The order shall be immediately confirmed or rejected by the Seller in writing. In the event the Seller does not reject the order within five days of the order date, the contract shall become effective with the content of the order. As long as the contract has not been accepted by means of a confirmation, in which the entire content of the order is accepted, LISEC shall have the right to withdraw the order without any liability and without mention of reason. The withdrawal is in time if it is sent prior to receipt of the confirmation of acceptance.

1.4. 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 Duty Paid (DDP) named place of factory LISEC (INCOTERMS 2010).

2.3. The price shall include the costs of documentation, technical tests, painting, corrosion protection measures, marking, stamping, etc, unless otherwise agreed in the order. 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 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% discount or within 60 days net. The assignment of the Seller's claims shall not be permitted without the explicit written approval of LISEC.

3.2. Currently all payments are made twice a week, on Tuesdays and Thursdays, by LISEC. If payments in time are not possible with the weekly payment run, all payments will be in time, when they are effected with the next weekly payment run. Nevertheless, the grace period and the right of discount shall be preserved. The assignment of the amounts due from LISEC shall be permissible only with LISEC's express written consent.

3.3. 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.

3.4. 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 less than EUR 100.

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. Costs of transport insurance will be borne by LISEC only if expressly agreed in the order.

5.3. 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. LISEC’s express written consent is required for paid 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.

6. DELIVERY DATES
6.1. Delivery dates shall be strictly met. Deliveries before the specified date of delivery shall be permissible only with 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, to the Seller shall pay 0.5% for each day of delay, up to a maximum of 10% 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 the Seller's goods for paid 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.

GUARANTEE

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 months as from the acceptance of the entire plant by the Final Customer, however latest 36 months from the date of final delivery according to the contract. 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 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.

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. If production of the agreed delivery items is ceased, the Seller undertakes to remain in a position to deliver these items from stock at its own cost and for a period of 10 years. The delivery items shall be in accordance with the latest state of science and technology as
well as with any additional specifications agreed on before actual
delivery of production.

8.2. 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 six months before cessation is planned.

8.3. 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 not given, from obtaining knowledge).

8.4. 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 (e.g. sub-suppliers, materials,
manufacturing processes, production machinery), as well as of any
production site changes or 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.

9.2. This obligation shall apply correspondingly to any services
associated with the agreed delivery items, if these are significantly
changed.

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 EG-Dual-Use
regulation). In case any export licenses are required the Seller shall
be obligated to inform LISEC about these regulations as well as of
the export and customs provisions of the country of origin and shall
indefinitely and hold harmless LISEC from and against all damages
resulting out of a breach of such obligation.

12. RIGHTS IN THE SUBJECT MATTER OF THE CONTRACT

12.1. The Seller undertakes to safeguard that LISEC will in no way be
impaired in the 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.

12.2. 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.

13. CONFIDENTIALITY

13.1. 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.

14. COPYRIGHT

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

15. TERMINATION

15.1. In the event of a violation of the contract LISEC may, after having
allowed a grace period given from both, 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

15.2. LISEC from meeting its obligations towards any of its contracting
parties. The assignment of claims without any written approval
entitles LISEC to termination without notice.

15.3. In such cases 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, if
being understood and agreed that payment must be made within 7
days after invoicing, or deducted from the next payments due to the
Seller from LISEC.

15.4. If the enforcement of the right to substitute performance does not
necessitate 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.

15.5. 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.

15.6. In any case of termination of the contract, LISEC shall be entitled
to use the deliveries ordered until acceptance of an alternative
solution.

16. MISCELLANEOUS

16.1. 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 documents, documentation and
material. These tests, checks and inspections do not release the Seller from
its full responsibility.

16.2. The Seller shall inform LISEC in time of, and obtain LISEC's prior
written approval for, any sub-suppliers, except for standard parts.

16.3. 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. Title and risk shall pass to LISEC
simultaneously.

16.4. Persons who make declarations for the Seller towards LISEC will
be deemed to have unlimited power to do so.

16.5. 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.

16.6. 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. Documents pertaining to
invitations for bids shall be returned to LISEC without further
request either together with the bid or after execution of the order.

16.7. 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.

16.8. The Seller shall ensure and shall be liable for compliance with
these GCP by its sub-suppliers.

16.9. Nothing contained in these GCP shall in any way diminish LISEC's
rights and remedies under law.

17. JURISDICTION/ APPLICABLE LAW

17.1. All disputes arising out of or in connection with the contract or
related to its violation, termination or nullity 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 arbitration
proceedings shall be held in the English language.

17.2. Notwithstanding the above, LISEC reserves the right to refer a case
to the court competent according to the applicable law of civil
procedure for Vienna – 1st district.

17.3. The contract shall be governed by Austrian substantive law under
exclusion of the laws of collision and the UN Convention On
Contracts for the International Sale of Goods.

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