

GENERAL CONDITIONS OF SALE AND DELIVERY

of Dynell GmbH

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I. Validity of the General Conditions of Sale and Delivery

To the entire and future business of Dynell GmbH, FN 515233 x, Mistelbacher Straße 17, 4613 Mistelbach / Wels, Austria (hereinafter shortly referred to as "**Contractor**") exclusively the following General Conditions of Sale and Delivery shall apply; they shall also be binding for all future transactions even if they are not explicitly referred to and shall comprise transactions concerning all goods and also services of Contractor (hereinafter shortly summarised as "**Products**").

These General Conditions of Sale and Delivery of Contractor are generally designed for legal transactions between companies. If, by way of exception, they also serve as basis for legal transactions with consumers in the sense of Section 1 *KSchG* (Consumer Protection Act), they shall only apply as far as they do not contradict provisions of the first principal part of this Act.

Regulations deviating from these General Conditions of Sale and Delivery - particularly general conditions of sale and delivery of Contractor's contractual partner (hereinafter shortly referred to as "**Customer**") – will only become part of the contract if they have been explicitly confirmed by Contractor in writing.

II. Offers and Quotations

All offers and quotations as well as service descriptions in brochures, advertisements or on Contractor's website are non-binding and without binding effect and are only to be understood as invitation to tender; no warranty is accepted for the correctness of the quotation. Without Contractor's prior consent, neither offers nor quotations or service descriptions must be duplicated or made accessible to third parties.

Offers of Contractor are exclusively submitted in writing and are not binding.

Any contract on Products will only come about upon submission of a written order confirmation by Contractor or by the delivery of the ordered Products.

Order confirmations transmitted by Contractor shall be immediately checked by Customer and signed and returned to Contractor within 7 days since service. If there is no written contradiction within 7 days since service, the order confirmation shall be regarded as correct and completely accepted regardless of its execution and return.

III. Prices and Payment Terms

In lack of explicit, deviating agreements, the Contractor's prices are (Euro) net prices, ex delivery works (Contractor's registered office) without packaging, deduction and without sales tax plus possible price increases due to an increase in production costs (material prices, wages, overhead costs, etc.) between order and delivery.

In lack of a contrary agreement, 50% of the agreed remuneration shall be due for payment as down payment within 14 days after receipt of the order confirmation; the remaining 50% immediately after delivery of the goods. If Customer falls behind with an agreed (partial) payment, Contractor shall be entitled to charge default interest amounting to 9.2 percentage points above the base rate per year. Assertion of any more far-reaching default interest shall remain unaffected. In case of default of payment, also with regard to partial payments, possible discount agreements shall also be suspended. In case of default of payment, the parties moreover agree upon immediate maturity of all outstanding payments and Contractor shall be entitled to immediately rescind the contract. Contractor shall in any case be entitled to charge pre-trial costs particularly reminder fees and lawyer's fees according to the legally applicable regulations.

IV. Contractual Exclusion of Set-off and Retention

Customer shall only be entitled to set-off against Contractor's claims if their claims have been legally determined or explicitly accepted in writing. For the rest, compensation shall be excluded.

Customer shall not be entitled to retain payments referring to guarantee, warranty or damage claims.

V. Reservation of Title

Until complete performance of all (payment) obligations of Customer in connection with the relevant legal transaction, the object of purchase and its parts shall remain the sole property of Contractor (reserved property), even if individual parts have already been paid. As long as the reservation of title persists, any sale, pledging, transfer by way of security, renting or any other transfer of the object of purchase without the Contractor's written consent shall be inadmissible. If Customer does not satisfy their payment obligations in whole or in part, in case of overindebtedness or suspension of payment or if an insolvency application over the Customer's assets is pending, Customer shall be entitled, however not obliged to take possession of the object of purchase and to assert possible more far-reaching rights under the retention of title.

Until complete performance of all obligations of Customer in connection with the relevant legal transaction, Contractor shall be entitled to remove and/or retain components necessary to use the goods. This right shall also persist after delivery and performance by Customer according to IX. of these GT&Cs. Until complete performance of their obligations in connection with the relevant legal transaction, Customer is obliged to immediately surrender to Contractor - upon their first request - the component specified by them or to allow for its unhindered removal. Customer shall be liable for detrimental consequences and damage resulting from the removal of a component, except for cases of intent or gross negligence of Contractor.

If third parties assert claims against Contractor's reserved property, Customer shall inform Contractor accordingly by means of a registered letter without delay and shall reasonably defend Contractor's reserved property at their own expense.

During the reservation of title, Customer is obliged to keep the object of purchase in a proper condition and to have necessary repairs - except for emergencies - carried out immediately, in coordination with Contractor, in repair workshops approved of by Contractor in writing.

In case of resale, pledging, transfer by way of security, renting or any other transfer of the object of purchase to third parties during the retention of title, which has been approved of by Contractor in writing, Customer shall be obliged to inform the third party about the existence of the retention of title and to impose upon them all duties under these GT&Cs.

VI. Contractor's Right of Rescission

Until complete performance of all mutual contractual obligations, Contractor shall be entitled to rescind the contract for an important reason. An important reason is particularly at hand if insolvency proceedings have been opened against Customer's assets or if the opening of insolvency proceedings has been denied for lack of assets. If Customer culpably caused Contractor's rescission, Contractor shall - in addition to the rescission claims - be

entitled to request either liquidated damages amounting to 15% of the gross invoice amount or compensation of their actual damage, at their choice.

VII. Plans, Drawings and Other Documents

Documents physically provided by Contractor or made accessible in an electronic form, particularly plans, photos, samples and other documents shall remain Contractor's intellectual property. Any use, particularly the transfer, duplication and publication by Customer require the Contractor's explicit, written approval.

The documents issued by Contractor may be claimed back by Contractor if the order is not granted.

VIII. Brand Protection and CI Guideline

All graphics, logos, icons, images or other documents transmitted by Contractor to Customer within the course of the contract initiation or performance are protected by copyright and/or trademark law. Customer is only allowed to use the graphics, logos, icons, images and other documents transmitted to them in this way within the scope of Contractor's CI guideline.

With regard to the software required for the operation of the systems, Customer is a licensee. They shall not be entitled to forward / adjust / change this software.

Customer shall not be entitled to use other graphics, logos, icons, images or other documents than those provided by Contractor with regard to Contractor or their Products.

IX. Performance Deadlines and Execution

The performance deadlines and/or dates shall be complied with by Contractor as far as possible. Unless explicitly otherwise agreed upon, they are non-binding and always to be understood as estimated time of completion. Fixed dates that might be requested by Customer are not accepted by Contractor unless they are explicitly confirmed in the order confirmation as fixed date in writing.

In lack of contrary agreements, delivery periods shall, however, in any case only start after the down payment according to point III. of these general terms and conditions has been made by Customer.

In case a change in the relevant order has been agreed upon, Contractor shall unilaterally be entitled to re-fix the delivery date.

Contractor reserves the right to make changes in the construction and form during the delivery time.

Claims of Customer due to non-performance or default are excluded if these circumstances have not been caused by Contractor in an intentional or grossly negligent manner.

In lack of deviating, written agreements with Customer, deliveries and services of Contractor shall be regarded as having been fulfilled:

a) Ex works: upon issuance of the notification of readiness for dispatch. Customer shall take over the goods immediately after notification of readiness for dispatch.

b) With an agreed place of performance/dispatch: upon leaving of the delivery works.

In lack of deviating, written agreements, place of fulfilment and performance shall be 4613 Mistelbach / Wels, Austria.

The risks and hazards, also that of accidental loss, shall pass onto Customer upon performance. If Contractor fixes a collection period which is not complied with by Customer, a storage fee may be charged. The assertion of more far-reaching damages shall remain unaffected.

The risk and hazard regarding a possible loading of Products shall in any case be borne by Customer. Customer shall obtain from Contractor a written confirmation and release regarding the proper securing of the load. If Customer does not provide suitable equipment for the collection and this is apparent for Contractor, Contractor shall be entitled to deny the loading and to charge the costs that incurred for the provisioning for the collection.

Official approvals and/or approvals required for the execution/utilisation of Products shall be obtained by Customer at their expense. If such approvals are not obtained in due time, this may result in an extension of the delivery period.

Before the beginning of assembly work, trial operation, acceptance at the Customer's or performance by Contractor at the Customer's, Customer shall provide Contractor with all necessary information regarding the location and/or possible sources of danger unrequestedly. Customer shall moreover make sure that Contractor is able to comply with possible, special (safety/access) regulations on site by informing Contractor about all framework conditions in due time and providing them with any and all necessary information.

As far and as long as contractual obligations cannot be satisfied in due time or according to the contract due to force majeure, such as war, terrorism, natural disasters, epidemics/pandemics, fire, strike, embargoes, sovereign interventions, failure of telecommunication networks and/or data lines, this shall not constitute a contract violation.

X. Warranty

Contractor will only accept warranty for explicitly warranted properties of their Products / trades and for usually assumed properties, not, however, for the suitability of the trade/product for certain purposes of Customer.

To entrepreneurs, the obligation to notify defects according to Section 377 *UGB* (Austrian Commercial Code) applies. Customer shall check any delivery and performance for visible defects immediately, 14 days after delivery and/or performance, however, at the latest and they shall notify any identified defects in detail and in writing, also without undue delay; otherwise, they will forfeit any and all related claims.

In lack of deviating, written agreement, the warranty period for Contractor's services shall be 6 months from delivery and it shall start upon handover of the goods to Customer. Replacement deliveries or rectifications of defects shall not extend, stop or interrupt the warranty period. Recourse claims according to Section 933b *ABGB* (Austrian Civil Code) against Contractor are excluded. The assertion of defects shall not entitle Customer to rely on the objection of non-performance of the contract and to change payment conditions.

The presence of defects shall be proven by Customer. Section 924 *ABGB* shall not apply.

Customer is obliged to allow for an immediate identification of defects by Contractor.

In case of warranty, Contractor shall be entitled to determine the type of warranty (improvement, exchange, price reduction or conversion) themselves. Improvement shall be effected at the place of delivery or at Contractor's registered office, at Contractor's choice.

Contractor shall not be liable for parts not produced by themselves; they are, however, prepared to assign the claims they have against producer due to the defect to Customer.

The warranty period shall start upon performance. The warranty shall become void if the object of purchase is resold by Customer, if the object of purchase has been changed by third parties or by the installation of third-party parts, if Customer does not comply with the regulations regarding the handling of the product (manual, operating instructions ("*Documentation*")).

Warranted properties in the sense of Section 922 Subsection 1 *ABGB* shall only mean those that have been explicitly marked and warranted by Contractor. Product descriptions, brochures and information of Contractor (or any third manufacturer) etc. shall not be regarded as warranted properties.

With repair works, the warranty only applies to exchanged parts and only within the scope of the warranty of the manufacturer or supplier of such parts. In lack of deviating, written agreements, no warranty is accepted for wear parts and used vehicles/devices.

XI. Damages

In all cases coming into question, Contractor shall only be obliged to pay damages in case of intention or gross negligence. In case of slight negligence, Contractor shall only be liable for personal injuries. Contractor shall not be liable for indirect damage, lost profits, lost interest, omitted savings, consequential and financial losses. Contractor's liability shall become statute barred 6 months after Customer learns about the damage and the damaging party, in any case, however, within 3 years from the complete performance.

Customer has to prove any possible fault on part of Contractor.

The exclusion of liability shall also comprise claims against the employees, representatives and vicarious agents of Contractor due to damage which they cause the Customer - without reference to a contract between them and Customer.

If, regardless of the case, a penalty at the expense of Contractor has been agreed upon, it shall be subject to the right of reduction by court; the assertion of damages exceeding the penalty shall be excluded.

Possible claims for compensation of Customer that might lawfully exist are in any case limited to the value of the order amount of the relevant order.

If Customer is again a seller, their right of recourse according to Section 12 *PHG* (Austrian Product Liability Act) is explicitly excluded.

Unless otherwise agreed upon, any and all damages shall be excluded in case of non-compliance with possible conditions for assembly, commissioning and use or the official approval conditions.

XII. Disposal of Waste Electrical and Electronic Equipment

Customer having their registered office in Austria shall take over the obligation to finance the collection and treatment of waste electrical and electronic equipment in the sense of the WEEE Directive in case they use the waste electrical / electronic equipment themselves. If Customer is not the end user, they shall completely transfer the financing obligation to their purchaser by means of an agreement and document this vis-à-vis Contractor.

Customer having their registered office in Austria shall make sure that Contractor is provided with any and all information so that they can satisfy the obligations of Contractor as producer/importer particularly according to Sections 11 and 24 WEEE Directive and the Waste Management Act.

Customer having their registered office in Austria shall be liable vis-à-vis Contractor for any and all damage and other financial disadvantages that Contractor incurs due to missing or insufficient performance of the financing obligation as well as other obligations according to this section. The burden of proof regarding the satisfaction of this obligation shall be incumbent on Customer.

XIII. Challenge on the Grounds of Mistake, Exclusion of Challenge

Customer as well as Contractor mutually waive the right to challenge legal transactions on the grounds of mistake in the sense of Section 871 *ABGB*. Apart from that, the assertion of claims on the grounds of *laesio enormis* or the doctrine of frustration by Customer shall be excluded.

XIV. Consent to Electronic Contacting for Advertising Purposes

Customer grants Contractor the right to contact Customer electronically to inform them by means of newsletter or other advertising measures about current campaigns and future events, new products and current offers. The granting of this right may be revoked by Customer at any time in an informal manner. Such revocation shall not influence the validity of the remaining sections of these GT&Cs.

XV. Place of Jurisdiction and Applicable Law

For all disputes under legal transactions between Contractor and Customer including disputes regarding the conclusion, the legal validity, changes in and the termination of these legal transactions, the parties agree on the exclusive jurisdiction of the factually competent court for 4613 Mistelbach/Wels, Austria.

Austrian law shall apply excluding the law rules of the Austrian conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded unless it is not possible for Customer due to a legal regulation to conclude an agreement on the place of jurisdiction.

In lack of deviating agreements, the contract language shall be German.

If Contractor provides Customer with a translation of the German version of these General Terms and Conditions, exclusively the German version shall be decisive in case of deviations.

XVI. Severability Clause

If one or several paragraph(s) of these GT&Cs are or become invalid, the remaining paragraphs shall remain unaffected. Instead of the legally invalid paragraph, a section shall be regarded as having been agreed upon which is legally effective and comes closest to the economic purpose of the invalid paragraph.