

General Terms of Business (GTB)
Mayrhofer Ges.m.b.H. Maschinenbau

1. Scope

These terms of business apply between us (the company Mayrhofer) and natural and legal persons (the customer for short) for the present legal transaction, in addition to towards corporate customers for all future transactions, even when reference is not expressly made to the same in each individual case, particularly in the event of future supplementary or subsequent orders. Our General Terms of Business in the current version respectively applicable at the time of contract conclusion and retrievable on our homepage (www.mayrhofer-gmbh.at) shall apply towards corporate customers. We contract exclusively on the basis of our General Terms of Business. The customer's terms of corporate and/or amendments to our General Terms of Business require our express approval – in writing towards corporate customers. The customer's terms of business will also not be recognized if we do not expressly contest the latter after reception by us.

2. Offer / Contract Binding

Our offers are non-binding. Commitments, undertakings and guarantees on our part or agreements differing from these General Terms of Business in connection with the contract conclusion shall only become binding towards corporate customers by our written confirmation.

Information about our products and services quoted in catalogues, price lists, brochures, displays on media (Information material) which is not attributable to us must be submitted to us – insofar as the customer bases the latter's decision to commission on this. In this case, we may take a position on its accuracy. If the customer violates this obligation, such indications shall be non-binding, insofar as the latter have not been declared expressly – towards corporate customers in writing – contents of the contract.

Quotations are non-binding. Quotations are in return for payment. The attention of consumers is drawn to the payment obligation before drafting of the quotation. If commissioning is performed with all the services included in the quotation, the charge for the quotation will be credited to the invoice in question. The language of the contract and of fulfillment of the contract is German.

3. Prices

Price indications are not to be understood as flat rates as a matter of principle. A claim for appropriate remuneration exists for services prescribed by the customer which are not covered in the original assignment.

The customer must arrange professional and environment-friendly disposal of waste material. If we are separately commissioned with this service the latter is to be additionally remunerated by the customer.

4. Payment

30 % of the whole remuneration is due on contract conclusion, within 4 weeks' time. Another 30% have to be paid after the half delivery-time and another 30 % after the whole delivery or the announcement of delivery readiness. The residual 10% of the amount have to be paid after the commissioning (max. 2 months after the delivery).

Entitlement to a discount requires an express, towards corporate customers, written agreement.

In case of indebted default of payment we are entitled to calculate interest amounting to 4 % above the prime rate. If the corporate customer incurs default of payment (also) within the context of other contractual relationships existing with us, we shall be entitled to suspend fulfillment of our

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obligations from this contract until fulfillment by the customer. Furthermore agreements on discounts lose their validity and get charged in such a case, also terms regarding to contractual penalty become invalid.

5. Customer's duties to cooperate

Our obligation to provide service begins at the earliest as soon as the customer has created all structural, technical and legal prerequisites for execution transcribed in the contract or in information provided to the customer prior to contract conclusion or which the customer must know based on relevant specialist knowledge or experience. In particular the customer must make available without being asked to do so before the beginning of provision of service the necessary information concerning the position of concealed runs of electricity and water lines or similar devices, escape routes, other obstacles of a structural nature, boundaries, other possible interferences and sources of risk in addition to the necessary static data and any possible planned modifications in this connection. The customer must arrange the necessary third party authorizations in addition to notifications and authorizations by authorities at the customer's own expense.

The power and volumes of water necessary for service provision including trial operation are to be provided by the customer at the latter's costs. The customer is to provide us free of charge lockable rooms to be occupied by the workers and for storage of tools and materials for the period of service provision.

6. Service provision and cancellation

Objectively justified slight modifications in our service provision which are reasonable for the customer shall be considered approved beforehand. This right only exists towards consumers if negotiated in the individual case. Objectively justified partial deliveries and partial services (e.g. plant size, construction progress, etc.) are permissible and can be invoiced separately.

In case of cancellation of an order cancellation costs of 10% of the contract price has to be paid, as long as the production hasn't begun. If the production has already started 75% of the contract price has to be paid, due to the fact that the products are project- or customer-individual made. In case of a cancellation all products remain our property.

7. Performance periods and deadlines

Periods and deadlines shall be postponed in case of force majeure, industrial dispute, delay on the part of our suppliers which is unforeseeable and for which we are not responsible or other similar events outside our sphere of influence, within a time frame during which the corresponding event persists. The customer's right to withdraw from the contract in case of delays that render binding to the contract unreasonable shall remain unaffected. If the start of service provision or execution is delayed or interrupted as a result of circumstances for which the customer is responsible, particularly owing to violation of the duties to cooperate according to item 5 of these General Terms of Business, performance periods shall be extended accordingly and agreed completion deadlines shall be postponed accordingly. Delivery and completion deadlines shall only be binding towards corporate customers if compliance therewith has been confirmed in writing. In case of delay in performance of the contract on our part an appropriate period of grace has to be granted (has to be performed in writing).

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8. Note on limitation of scope of service

Within the context of installation and repair work, damage to already existing stocks may occur as a result of undetectable conditions or material defects.

9. Assumption of risk

The customer shall bear the risk for materials and equipment supplied by us and stored or installed at the place of performance. Losses and damage for which the customer is responsible shall be down to the latter.

10. Reservation of proprietary rights

The goods supplied, installed or otherwise transferred by us remain our property until full and final payment.

11. Third party property rights

If the customer contributes intellectual creations or documents and third party property rights are asserted with regard to such creations, the customer shall indemnify us and hold us harmless in this respect. We shall be entitled to demand appropriate advances on costs for any legal costs from corporate customers.

12. Our intellectual property

Plans, drawings, quotations and other documents made available by us or resulting from our contribution shall remain our intellectual property. Use of such documents other than for the intended use, particularly disclosure, reproduction, publication and making available including copying only in excerpts requires our express consent.

13. Warranty / Guarantee

The warranty period for our services towards corporate customers shall be one year as and from transfer. The moment of transfer shall be the time of completion. Elimination of a defect asserted by the customer shall not constitute any recognition of this defect asserted by the customer. The corporate customer must allow us at least 3 attempts at defect elimination. Furthermore there is no limitation in time, so that we definitely get enough time to eliminate defects. If customer's assertions of defects prove unjustified, the customer shall undertake to reimburse us expenditure accruing to us for establishing freedom from defects or for troubleshooting. The corporate customer must always prove that the defect was already present at the time of transfer. Defects have to be reported to us within 10 days (written). A defect delivery or samples thereof are to be returned to us by the corporate customer. The warranty shall be excluded if the customer's technical installations, such as supply leads, wiring, etc. are not in technically faultless and operational condition or are incompatible with the delivered objects, insofar as this circumstance is causally responsible for the defect.

A guarantee is not included in general. But a guarantee can be given in special cases. A separate written and signed agreement is obligatory in such a case.

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14. Liability

We shall only be liable for culpably caused personal injury and material damage within the context of the existing civil liability insurance. In case of slight and gross negligence on our part the compensation shall be limited to 5% of the order volume, up to a maximum limit however of € 50.000,--. Owing to violation of contractual or pre-contractual obligations, particularly owing to impossibility, delay, etc. we shall only be liable for financial losses in case of deliberate intent. Claims for damages on the part of corporate customers are to be asserted by judicial process within 1 month in case of further expiry.

Further claims, particularly liability for indirect damages such as operational disruptions, loss of contract or other indirect consequential damages are expressly excluded. Our liability is excluded for damage due to improper handling or storage, overstressing, failure to comply with operating and installation instructions, incorrect assembly, commissioning and maintenance by the customer or third parties not authorized by us, or natural wear and tear, insofar as this event was causally responsible for the damage. Likewise, exclusion of liability exists for omission of necessary maintenance, insofar as we have not contractually undertaken the duty of maintenance.

If and insofar as the customer is able to claim insurance coverage by insurance for damages concluded by the customer or to the customers benefit for which we are liable, the customer shall undertake to make avail of the insurance coverage and our liability in this respect shall be limited to the disadvantages arising to the customer through avilment of this insurance (higher insurance premium for example). The limitation at the beginning of this item is still valid in such a case (5% of order volume; max. € 50.000,--).

15. Data privacy

The customer/contractual partner confirms, that private data: name/legal name, birthday, company-no., information regarding the power to represent, contact persons, business addresses, delivery addresses, phone numbers, telefax numbers, E-Mail-addresses, bank account information, VAT No., customs information can be detected, filed and progressed (EDP-supported) for the purpose of fulfilment of contracts or customer service or own promotion purposes, for example for sending information, offers or promotion material (in printed or digital form), furthermore for the purpose to inform about present or previous business relations (references).

This confirmation can be cancelled at any time in written form by sending a message per E-Mail, telefax or letter. Addresses can be seen in the footer of these GTB. Furthermore information regarding the stored personal data can be requested in written form at any time.

16. Salvatorius clause

Should any individual parts of these General Terms of Business prove invalid, the validity of the remaining parts shall remain unaffected as a result. We and likewise the corporate customer already jointly undertake to consent on a substituting regulation which most closely approximates the commercial result of the ineffective provision.

17. General

Austrian Law shall apply. UN purchase right shall be excluded. The place of arbitration is 8010 Graz, Austria. The language to be used in arbitral proceedings shall be German. This version is not valid for Austrian Companies, German Companies und Swiss Companies, also not for projects that are realized in german-speaking areas (Austria, Germany and Switzerland, etc.), furthermore for orders that refer to one of those countries. In such a case the "Allgemeine Geschäftsbedingungen" (in short: "AGB"; german version of "GTB") are valid.

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