

General Terms and Conditions of Purchase

These General Terms and Conditions of Purchase (in the following: "Conditions of Purchase") shall apply to the entire present and future business operations (deliveries/services) between the Electro Terminal GmbH & Co KG (in the following: "ET") and the Supplier. Agreements concluded with the Supplier in the individual case, in particular in framework contracts or quality assurance agreements, take priority over these Conditions of Purchase in the event of a contradiction; in such a case they shall apply in a subsidiary manner. These Conditions of Purchase shall be applicable in the currently valid version as of the date of their publication on the website of ET (<http://www.electroterminal.com/conditions-of-purchase/>

). Any Terms and Conditions of the Supplier to the contrary shall only be applicable if they are individually negotiated with ET and expressly acknowledged by ET in writing.

Offers and Prices:

- a) Any requests and invitations to submit an offer issued by ET to (potential) suppliers shall be non-binding and shall not oblige ET to perform in any kind whatsoever.
- b) The Supplier shall prepare and submit offers to ET in writing and free of charge. Cost estimates provided to ET by the Supplier shall be deemed to have been made binding and with warranty. ET shall be notified of cost increases and overruns beforehand without delay in writing and they shall only be deemed agreed after ET has granted its free consent thereto in writing.
- c) Any and all prices of the Supplier are invariable fixed prices unless otherwise agreed upon beforehand in writing and shall include any and all packaging, transport as well as other additional costs. If otherwise agreed upon beforehand in writing, in particular concerning packaging and transport costs, these costs shall be specified separately on the invoice of the Supplier.

Order and Confirmation of Order:

- a) Before ordering a new article or, respectively, after having modified an existing data sheet, ET forwards a data sheet confirmation template with the respective data sheet to the Supplier. This data sheet confirmation template shall be signed and returned to ET within 5 (five) working days.
- b) Any subsequent orders of ET shall in any case only be placed after the Supplier has signed and returned the data sheet confirmation template. Moreover, orders placed by ET shall only be legally valid if they are made in writing. ET shall only consider itself bound to binding orders if the written confirmations of order of the Supplier specifying the necessary details within 3 (three) working days are received by ET. If this is not possible, the Supplier

undertakes to notify ET before expiry of this time limit without delay and to agree on a different time limit after prior consent of ET, if any.

- c) Confirmations of order, delivery orders and invoices of the Supplier shall in any case include the following information:
1. Order number of ET
 2. Project number of ET (if indicated)
 3. Article number of ET
 4. Number of the confirmation of order of the Supplier
 5. Price and price unit
 6. Date of delivery
 7. Payment conditions
 8. Delivery conditions
- d) If the confirmation of order deviates from the order, the Supplier shall be obliged to expressly and clearly notify ET thereof (e.g. special labelling) and to contact ET without delay; a contractual relationship shall in this case only be constituted if the deviation is expressly approved by ET in writing.

Investment Orders:

- a) In case of any advance payments amounting to € 10,000.00 or more in the individual case or, respectively, exceeding this amount due to the total sum of any advance payments made by ET, the Supplier undertakes to provide within 7 (seven) days after the conclusion of the contract an irrevocable bank guarantee payable on first demand in favour of ET with a guarantee sum amounting to the total sum of advance payments with a term sufficient for the provision of security; the term shall be determined by ET according to the purpose of the security correspondingly; costs and fees, if any, shall be borne by the Supplier alone.
- b) If the Supplier is in default of delivery of investment orders, ET shall be entitled to charge a contractual penalty regardless of culpability amounting to 0.5 %, nonetheless, to a maximum of 5 %, of the respective total order sum (fixed price) excluding VAT for every commenced calendar week of default. The assertion of an exceeding damage and of other claims is reserved by ET.
- c) In case of investment orders, the Supplier and ET concurrently conclude a separate supplementary agreement which is a condition for the legal validity of such orders.

Delivery:

- a) Place of performance is the place of performance determined as the delivery address in the order by ET. Unless other provisions are stipulated, the place of performance is the registered office of ET in 6020 Innsbruck.
- b) The risk is transferred after the goods have been accepted by an employee authorized by ET for this purpose at the respective place of performance determined by ET.
- c) The date of delivery is agreed as binding or, respectively, as a fixed date. If delivery periods are agreed, they shall commence to run upon the legally valid conclusion of the contract. As soon as it is recognizable for the Supplier that a timely delivery is not or only partly possible, ET shall be informed thereof without delay in writing indicating the reasons and the estimated duration of the delay and ET's consent, if any, to modify the contract shall be obtained. Unless otherwise agreed upon, partial deliveries require the prior written consent of ET; this shall also be applicable to early deliveries. The acceptance of partial deliveries or early deliveries does not represent such a consent. The acceptance of late deliveries does neither represent a waiver of ET for claims it is entitled to due to late deliveries.
- d) A non-binding delivery tolerance of up to +/- 10 % for each quantity ordered is granted. Excess deliveries are only paid by ET within this tolerance margin if applicable. Fixed quantity orders which do not oblige ET in any case at all to pay a quantity deviation regarding the quantity ordered are excluded therefrom.
- e) The goods shall be securely and properly packed in a sufficient manner; unless otherwise agreed upon, the Supplier shall be obliged to deliver them on pallets of EPAL (European Pallet Association). Damages which result from an improper packaging before the goods are accepted by ET shall be borne by the Supplier.
- f) The goods shall conform to the respective current data sheet confirmation specifying the agreed quality.
- g) If the Supplier is in default of delivery, ET shall - irrespective of whether or not a withdrawal from contract is made - be entitled to charge a contractual penalty regardless of culpability amounting to 3 % of the respective total order sum (fixed price) excluding VAT for every commenced calendar day of default. The assertion of an exceeding damage and of other claims is reserved by ET.

Acceptance of Goods:

- a) A delivery order containing order number, article number, article designation, article and pallet quantity as well as packages per pallet shall be provided by the Supplier as an accompanying document.

- b) If several different articles are delivered on one pallet, the pallet shall be labelled easily and clearly recognizably with the additional designation "MISCHPALETTE" (MIXED PALLET).
- c) Samples or goods subject to special authorization shall also be labelled easily and clearly recognizably; at choice the labelling shall be carried out in accordance with the requirements by ET.
- d) Additional costs incurred by the improper delivery shall be borne by the Supplier alone. ET in this case also reserves the right not to accept the goods.
- e) The incoming goods inspection is limited to an identity and preliminary quantity check or, respectively, to obvious or, respectively, patent defects of the goods. ET can complain about defects within 30 (thirty) working days upon their ascertainment.
- f) ET can assert defects within a warranty period of 36 (thirty-six) months upon their ascertainment. ET shall be entitled to claim improvement, replacement, price reduction or conversion at its own choice. The Supplier shall be bound by a choice made by ET. The Supplier shall be liable for consequential damages resulting from a defect.
- g) The Supplier guarantees that the delivered goods conform to the announced specifications and descriptions; they are also deemed warranted characteristics.

Payment:

- a) Unless otherwise agreed upon beforehand in writing, payments shall be made after properly performed delivery/service by the Supplier and after receipt of the properly issued invoice at ET's option within a time limit of 14 (fourteen) days with 3 % cash discount or payable net within 30 (thirty) days. The date of receipt is based on the date of the post receipt stamp. ET reserves the right to return invoices to the Supplier which have not been properly issued; in this case the invoice shall be deemed to not have been presented by the Supplier.
- b) Without a prior written consent of ET, the Supplier shall not be entitled to assign its claims vis-à-vis ET to third parties (prohibition of assignment).

Withdrawal from Contract:

Notwithstanding other claims ET is entitled to, ET shall have the right to withdraw from the contract for good cause, in particular if circumstances occur which seem to render a collaboration with the Supplier unacceptable or if circumstances become known which let the object of the contract appear unsuitable regarding the intended use or if insolvency proceedings are opened

over the assets of the Supplier with final force and effect or if an application for the opening of such proceedings is dismissed due to insufficient assets or if the conditions for the opening of such proceedings or for the dismissal of such an application are fulfilled or if the Supplier ceases to make its payments.

Choice of Law and Place of Jurisdiction:

Substantive Austrian law under exclusion of the collision rules of the Austrian International Private Law and the CISG shall be applicable. For all disputes arising out of an individual contract concluded on the basis of these Conditions of Purchase the court of Innsbruck competent in subject-matter or, respectively, at ET's option also any other court competent in subject-matter pursuant to the legal provisions shall have exclusive jurisdiction.

Miscellaneous:

- a) Amendments and additions require the written form. Same shall be applicable in case of derogation from the written form requirement.
- b) Should individual provisions of these Conditions of Purchase or concluded individual contracts be legally invalid or become void, this does not affect the validity of the remaining provisions and/or of the individual contract. The invalid provision shall be replaced by such provision that comes closest to the economic content and intent of the contract. Same shall also be valid in case contractual lacunae are completed by a supplementary interpretation of the contract in a way outlined-before.

Requirements tool data see attached documents:

Enclosure: PT16-TP01_Datenkonvertierung

Date -----

Signature -----

