

GENERAL TERMS OF SALE AND DELIVERY

I. Scope of Application

1. All deliveries and services by Peak Technology GmbH and its subsidiaries, hereinafter referred to as Contractor, are subject to the conditions set forth below.
2. Contractor must expressly approve any differing conditions and agreements for them to become applicable.

II. Quotes, Cost Estimates

1. Contractor's cost estimates shall be non-binding and subject to a charge, unless expressly agreed otherwise in writing. This shall also apply to drafts, plans, drawings or the preparation of technical documents.
2. Application of sec. 1170a(2) Austrian Civil Code (ABGB) is excluded. Contractor shall not be under any obligation to issue a warning if the cost estimate is exceeded by a substantial margin and such exceedance is unavoidable. Any additional services shall be paid on the basis of the unit prices set forth in the cost estimate or Client's customary prices.
3. Prior to order placement, Client shall inform Contractor by written notice of any special legal requirements on the site of performance affecting Contractor's services, any regulatory requirements and modifications stipulated by the authorities as well as any specific facts that need to be considered during performance of Contractor's deliveries or services. Client shall hold harmless and indemnify Contractor for any loss or damage arising out of these obligations - also with respect to any claims asserted by third parties. In the same scope, Client shall forfeit all and any warranty claims and claims for damages against Contractor. Any additional costs incurred as a result of special legal requirements or actual facts as well as regulatory requirements shall be borne by Client.
4. Contractor's quotes shall be non-binding. All contracts and agreements shall be legally binding once Contractor confirms these by written declaration. The scope of the performance obligations shall be determined by written contract acceptance.

III. Prices and Terms of Payment

1. Unless otherwise agreed, the prices shall be applicable ex works ("exw" in acc. with INCOTERMS 2010) exclusive of costs for packaging and shipping, loading and premiums resulting from price changes (section 4.) as well as any applicable VAT.
2. Unless expressly agreed otherwise, the prices shall be payable net in the legal currency of the Republic of Austria without any discount or deduction. Specially agreed discounts shall only be granted if Client does not have any outstanding payment obligations.
3. Debts shall be payable to Contractor by the due date indicated in the invoice and, in the absence of such a due date, within a period of 8 days from the invoice date in the agreed currency without any deduction of charges in cash or by credit transfer. Any other form of payment must be expressly agreed in writing. Any payment charges whatsoever shall be borne by Client.
4. Contractor shall be entitled to implement reasonable price increase whenever raw and auxiliary material prices, wages, salaries, fees, taxes or other duties or similar price-relevant factors over which Contractor has no control are subject to a change.
5. If price determination by unit weight has been agreed, the final price shall be calculated based on the weight of the approved reference sample.
6. The price for the profiles includes sampling costs but excludes any costs for testing and processing equipment and for any modifications induced by Client.
7. Client shall have no rights of retention or any other rights to refuse performance.
8. Client shall be permitted to offset claims against Contractor only if the counterclaims are undisputed or have been finally determined by a court of law.

IV. Rights of Withdrawal and Assignment

1. In the event of default in payment, Contractor shall be entitled to charge interest on arrears in the amount Contractor is charged by the banks for current account credit, i.e. in any case, at least 9.2 percent points above the base interest rate (sec. 456 Commercial Code [UGB]).
2. In the event of default in payment, Contractor shall be entitled to request immediate payment of all outstanding amounts arising from this or other business transactions and to charge interest on arrears for these amounts as of the respective due date.
3. Furthermore, in the event of default in payment, or whenever circumstances become known that justify doubt as to Client's willingness and capacity to pay, Contractor shall be entitled to request down payment or provision of collateral prior to fulfilment or to withdraw from the contract in whole or in part and claim damages and/or suspend

implementation. In addition, Contractor shall be entitled to prohibit any further sale, use or processing of the delivered goods.

4. If Client withdraws from the contract in whole or in part without providing any reasons for such withdrawal or for reasons that are unacceptable to Contractor or if Client prevents implementation of the contract, Client shall be obligated to pay 80% of the contractually agreed net amount plus VAT.
5. If Client insists that delivery be ensured as originally agreed despite Contractor's warning that delivery cannot be ensured as originally agreed, Contractor shall have the option to withdraw from the contract or to ensure performance as originally agreed. In the event of a withdrawal, Contractor shall continue to be entitled to payment as set forth in sec. 1168(1) Civil Code (ABGB).
6. Contractor shall be entitled to assign any receivables under the business relationship with Client to a third party, also by way of global assignment, or to transfer rights and duties under the contract in part or in whole to third parties or to use third parties for the provision of the services without requiring Client's approval.

V. Delivery

1. Contractor shall be entitled to perform partial or advance deliveries and to invoice these separately. In the event of a delay in partial deliveries, the business partner shall not derive any rights with regard to the remaining partial deliveries.
2. Deliveries shall be made ex works ("exw" in accordance with INCOTERMS 2010) on the date agreed for provision of the products.
3. The delivery period confirmed by Contractor shall commence on the day of order confirmation or, as the case may be, as soon as all the documents required for order fulfilment have been transmitted to Contractor and Client has presented any other required collateral and/or down payments and obtained all the required approvals from third parties.
4. Acts of god, a shortage in raw materials or other circumstances outside Contractor's control (e.g. impediments to the performance of an order, delivery delays on the part of upstream suppliers, deficient performance by other professionals or failure to perform downstream services on the part of other professionals) shall result in an extension of the agreed delivery period by the duration of the event and the period of time deemed reasonably necessary for the resumption of work.

Contractor shall notify Client without undue delay of the occurrence of any such event and/or impediment. Client shall bear all additional costs associated with the delay.

5. If interruption of the implementation lasts more than three months or performance cannot be continued or resumed for reasons not attributable to Contractor, Contractor shall be entitled to withdraw from the contract without having to grant a grace period. In this case, Contractor shall continue to be entitled to payment as set forth in sec. 1168(1) Civil Code (ABGB).

VI. Packaging, Dispatch and Transfer of Risk

1. Unless explicitly agreed otherwise, Contractor shall select packaging, carrier and type of shipping to the best of Contractor's discretion and to the exclusion of any liability whatsoever. On Client's written request, Client's goods shall be insured against breakage, transport damage and damage caused by fire after payment of the appropriate amount. Contractor shall not take back any packaging.
2. Risk of accidental loss, accidental deterioration and carriage risk shall pass over to Client as soon as the products are made available in the factory, in the event of carriage paid consignments no later than at the time the goods are handed over to the forwarder, freight carrier or other person designated to ensure shipping.

VII. Provision of Materials

1. If Client provides materials, these shall be delivered in a timely manner and in accordance with the agreed specifications at Client's expense and risk with a reasonable quantity premium of at least 5%.
2. Should these requirements not be met, the delivery time shall be extended accordingly.

VIII. Forms, Tools, Devices

1. Contractor's obligation to keep safe own forms, tools and devices used for Client's contracts shall expire two years after final partial delivery and following Client's prior notification.
2. Any forms, tools and devices that Contractor leaves to Client shall remain the Client's property. However, Contractor shall enjoy a right of retention until Client ensures complete contract fulfilment. Contractor shall label these forms, tools and devices as property belonging to another. Contractor's liability relating to safekeeping and care shall be limited to due care applied to Contractor's own affairs. Maintenance costs shall be borne by Client. On Client's request, the handed-over forms, tools and devices shall be insured at Client's expense.

3. On completion of the contract and on receipt of a specific request to do so, Client shall pick up the forms, tools and devices from Contractor, otherwise they shall be returned at Client's expense.

IX. Secrecy

1. Plans, drawings, technical explanations, design documents, models, instructions and descriptions provided by Contractor shall remain Contractor's intellectual property. Any utilisation, reproduction, dissemination and publication by Client or third parties shall require Contractor's express consent. Any breach of this provision shall be subject to liquidated damages in the amount of EUR 50,000 and these liquidated damages shall be payable without undue delay on receipt of the first written payment request. Client shall be obligated to inform Contractor without undue delay of any duplicates, imitations or third-party imitations that Client becomes aware of.
2. Any information constituting Contractor's trade and business secrets or know-how which is obtained within the scope of cooperation may not be disclosed to third parties nor utilised by Client in whatever other form without Contractor's express written agreement.

X. Retention of Title

1. All delivered products shall remain Contractor's property until such time as all Client's obligations have been fulfilled (payment of order value plus ancillary costs, interest, fees, expenses, etc.).
2. Client shall be permitted to sell, use and process the products under Client's prudent management and to use them to fulfil a work contract and/or contract for work and materials. Any other dispositions, especially pledges or collateral transfers shall not be allowed.
3. If the products are processed together with other goods to produce new goods, Contractor shall acquire co-ownership of the goods in the proportion of the product's value to the value of the other processed goods. After full payment, this co-ownership shall likewise be transferred to Client.
4. Effective immediately, Client assigns to Contractor all receivables accrued by Client from resale to a third party in the invoiced amount of the products subject to retention of ownership, including VAT. Contractor herewith accepts this assignment.
5. Client shall be entitled to resell the products subject to retention of ownership only if Client informs the secondary purchaser of the collateral transfer at the time of resale and makes a note of the transfer in Client's accounting records.
6. As long as payments have not been stopped and no application for the initiation of insolvency proceedings against Client's assets has been filed, Client shall be entitled to recover the receivables. Should any of the above-referenced events occur, Client shall be obligated to provide Contractor with the information needed to recover the assigned receivables and surrender all the related documents to Contractor.
7. In the event of a third party infringing on Contractor's rights as owner of the products subject to retention of ownership, Client shall notify Contractor thereof without undue delay and indemnify and hold harmless Contractor.
8. If no right to ownership retention exists in a country where the product is located at the time such a right is to be asserted, Client shall be obligated to grant Contractor all the rights needed in accordance with the law of Contractor's country to secure the entitlements.

XI. Warranty

1. Contractor shall exclusively warrant that the products sold are in compliance with the agreed specifications at the time of the transfer of risk. No liability whatsoever shall be accepted for properties not included in the written specifications, for specific preparation or processing outcomes, for any specific performance capacity and the product's suitability for a specific purpose. Quantity variances in the amount of +/- 10% shall be deemed approved by Client.
2. Contractor shall assume no warranty or liability whatsoever for up-front input by third parties or Client.
3. Client shall bear sole responsibility for the design and functionality of the parts, even if Client receives advice during the development - unless Contractor presents a written guarantee in this regard.
4. Contractor shall assume no liability in the event of a resale of used objects and for sample or specimen deliveries.
5. The warranty period shall be 6 months from handover unless longer periods are laid down as mandatory by the law. Client shall be required to prove any deficiency at the time of handover.
6. To assert claims in respect of defects, a written notice of defect shall be required, which describes the defect in detail and is to be transferred to Contractor within 7 days from takeover. Contractor shall be given an opportunity to inspect the alleged defective deliveries and/or services. Defective parts that have been replaced shall be returned to Contractor at Contractor's request and expense.
7. If work under warranty is performed on Client's premises, Client shall make available to Contractor any required auxiliary staff, auxiliary materials and tools, free of charge.
8. Contractor shall reimburse Client for costs incurred by Client for any defect remediation that is performed only if Contractor consented to remediation in writing or if a legally authorised substitute performance is ensured.

9. In the event of a warranty case within the scope of Client's relationship with customers, recourse against Contractor as previous party in the distribution chain after expiration of the warranty period (sec. 933 b Civil Code [ABGB]) shall be excluded.

XII. Liability

1. Contractor shall be liable for damage/loss or consequential damage/loss due to defects, provided these are caused by Contractor, Contractor's employees, representatives or vicarious agents. Liability in cases of slight and gross negligence shall be excluded, as shall be compensation for consequential damages, financial loss, loss of profits, unrealised savings, loss of interest and damage/loss resulting from third-party claims against Contractor's business partner.
2. Compensation payable by Contractor for any event causing damage/loss shall be limited to the respective net order value. If total damage/loss exceeds this maximum, the claim for damages of each individual claimant shall be reduced proportionately. If insurance has been taken out for the specific damage/loss at hand and the insurer pays benefits under the scope of this insurance cover, Contractor's liability shall be limited to the amount of this limit of coverage. Client shall be obliged to stipulate this exemption from liability for Contractor's benefit in any contracts signed with Client's contracting partners.
3. In all other respects, Client expressly waives its right of subrogation in accordance with sec. 12 Product Liability Act (PHG).
4. If liquidated damages have been agreed, any damages in excess of this amount shall be excluded unless explicitly agreed otherwise.
5. Client undertakes to comply with all of Contractor's warning notices, storage conditions, operating instructions and other product declarations, etc. (hereinafter referred to as "Notices"). Client shall advise customers of these notices in writing, providing them with a complete version as last updated, and enjoin them to comply with these, otherwise Client shall indemnify and hold harmless Contractor.

XI. Place of Performance, Venue and Applicable Law

1. The place of performance for deliveries and services shall be Linz, Austria, even if handover is ensured at a different venue according to agreement.
2. All legal relations and these General Terms of Sale and Delivery shall be governed exclusively by Austrian substantive law without recourse to conflict-of-law rules. Application of the UN Convention on the International Sale of Goods of 11 April 1980 is excluded.
3. All disputes arising from or in connection with the business relationship shall be referred to the court having subject-matter jurisdiction in Linz, Austria.

However, Contractor shall be entitled to take claims to the court with subject-matter jurisdiction at the place of Client's registered office.

XII. Miscellaneous

1. Written declarations shall be deemed duly served if they are transmitted to the address last indicated by Client.
2. If any individual provisions of this contract or conditions are ineffective, the validity of the remaining provisions shall not be affected. The invalid or ineffective provision shall be replaced by a valid provision that most closely approximates the intended objective and purpose.
3. Unless otherwise expressly agreed, the commercial clauses used shall be interpreted in accordance with the INCOTERMS of the International Chamber of Commerce in Paris as last amended.
4. To become effective, any side agreement, modifications and supplements to the respective contract shall require Contractor's written confirmation. Any waiver of these provisions and any form requirements set forth in these provisions shall be subject to express written approval.
5. Should inconsistencies or contradictions between the German version and a foreign-language version be identified, then the legislative substance of the German version alone shall prevail. Moreover, the German version shall serve as sole reference for interpretation purposes of the legal relations between the contracting partners.