

General terms and conditions of sales and delivery

1. Preamble

These standard terms and conditions for the sale of our products shall apply exclusively unless modified by express written agreement between the parties. The quotation, acceptance of quotation, confirmation of order or sale of any products is subject to the following conditions. Any terms or conditions of the Buyer modifying the contract are hereby objected to and shall not be effective against the Seller unless the Seller agrees to such modifications in written form.

These terms and conditions shall be the basis for any future individual purchase transaction between Buyer and Seller and they exclude any other agreement.

Any errors in sales brochures, price lists, quotation documents or other documents of the Seller may be corrected by the Seller without the Seller being held liable for any damage resulting from such errors.

2. order and offer documents

Purchase orders submitted by Buyer shall be deemed accepted by Seller only if accepted in writing by Seller or Seller's representative/agent within 21 days of submission.

The quantity, quality, description and specification, if any, of the Goods shall be as set forth in Seller's quotation (if accepted by Buyer) or Buyer's purchase order (if accepted by Seller). All sales documents, specifications and price lists shall be kept strictly confidential and shall not be disclosed to third parties. With respect to the accuracy of the order, Buyer shall be responsible and shall provide Seller with any necessary information regarding the goods ordered within a reasonable time for the order to be executed in accordance with the contract.

If the goods are required to be manufactured or otherwise processed by Seller and Buyer has provided a specification therefor, Buyer shall indemnify Seller against any loss, damage, cost or other expense incurred by Seller which Seller has to pay or is willing to pay because the contractual processing of the goods has been found to be in breach of any patent, copyright, trademark or other proprietary right of any third party by reason of Buyer's specification. The Seller reserves the right to modify the description of the goods with respect to the specification to the extent that legal requirements must be considered, provided that such modification does not cause any deterioration of the order with respect to quality and usability.

3. purchase price

The purchase price shall be the price quoted by the Seller or, where this has not been done in detail, the price set out in the Seller's current price lists as valid at the time of the order. The Seller reserves the right, after timely notification of the Buyer and prior to delivery of the goods, to increase the price of the goods as necessary due to general price developments beyond the control of the parties (such as exchange rate fluctuations, currency regulations, changes in customs duties, significant increase in material or manufacturing costs) or due to changes in delivery circumstances or the shortfall of the minimum purchase quantities specified in the applicable sales price lists.

Unless otherwise stated in the offer or the applicable sales price lists, or unless otherwise agreed in writing between the Seller and the Buyer, all prices quoted by the Seller are on an "ex works incoterms 2020" basis. To the extent that Seller is willing to deliver the goods to other locations, Buyer shall bear the costs of transportation, packaging and insurance. Prices are exclusive of the applicable statutory value-added tax, which the Buyer must additionally pay to the Seller.

If the conditions for VAT exemption are met (e.g., EU internal trade), the Buyer shall not be liable for VAT unless he does not provide his VAT ID number in the order or does not provide the evidence required to prove VAT exemption. In such cases, the Seller shall nevertheless be entitled to invoice the VAT. If VAT is subsequently levied on an invoice by the tax authorities, the Buyer shall be obliged to indemnify the Seller to this extent in full or to pay the VAT to the Seller in arrears.

4. terms of payment

The Buyer shall pay the purchase price within 30 days from the date of invoice. Payments shall be made by bank transfer only; payment by bill of exchange or check shall not be accepted as fulfillment of the payment obligation.

If the buyer does not meet his payment obligation on the due date, the seller - without giving up any other without relinquishing any other rights and claims to which he may be entitled - at his discretion:

- terminate the contract or suspend further deliveries to the Buyer, or

- charge the Buyer interest on the unpaid amount at the rate of 7% per annum above the European Central Bank reference rate from time to time until final and full payment has been made.

5. delivery of goods

Delivery is affected ex warehouse. This is also the place of performance for the delivery and a possible supplementary performance. The goods can be supplied to another place of destination upon request and at the expense of the buyer (sale by dispatch). The seller is authorized to determine the type of shipment (especially forwarding agent, dispatch route) unless otherwise agreed. The delivery of the goods is done in the way that the buyer accepts the goods at the respective place of lading of the seller and during the normal business hours of the seller as soon as the seller notified the buyer that the goods are ready for collection or, if another place of delivery was agreed with the seller, the goods must be delivered to that place. In case of bulk commodities, the seller is allowed to supply 10 % more or less than the quantity ordered without any price adaptation. It is agreed that the quantity of goods delivered like this shall be deemed to be conform to the contract. Specified delivery dates are to be considered as approximate dates if no fix date was agreed. If a fix date was agreed upon in the contract, the seller is entitled to prolong the delivery time by four weeks but must inform the buyer three week before the originally fixed delivery date in written form.

If the seller does not supply in time, the buyer must grant him/her an extension in written form. After the

expiration of this extension the buyer is allowed to terminate the contract. The buyer is only allowed to claim for damages due to non-fulfilment if the delay in delivery is based on intent of gross negligence or if the seller violated an essential contractual obligation due to (simple) fault. If the buyer accepts goods with delay or if he/she fails to cooperate or if the delivery is delayed due to any other reasons for which the buyer is responsible, the seller is entitled to claim damages including additional expenses (e.g., warehouse charges) resulting from this. If the buyer fails to accept the goods on the due date, he must pay the purchase price anyway. In these cases, the seller arranges for the storage at the risk and at the cost of the buyer. If requested by the buyer, the seller insures the goods at the expense of the buyer. If the buyer

delivers the goods to a third party, it is his/her responsibility to comply with possible export restrictions, customs regulations and other official provisions. The buyer herewith explicitly exempts the seller from possible claims resulting from a violation of such regulations to the full extent.

The seller cannot be held responsible for the impossibility of delivery or for delays in delivery as far as they are caused by force majeure or other events which were unforeseeable at the time of the conclusion of the contract for which the seller is not responsible (e.g. operating disruptions of all kind, difficulties in material procurement, transport delays, strikes, official measures or non-delivery or incorrect or late delivery by the supplier). In case of obstacles of temporary nature, the delivery or service deadlines are extended or postponed by the period of the obstacle plus an appropriate warm-up period.

6 Transfer of risk

The risk of damage to or loss of the goods shall pass to the Buyer as follows:

- to the extent that the goods are not delivered at a place of loading of Seller, at the time of delivery or, if Buyer is in default of acceptance, at the time Seller offers delivery,

- if the goods are delivered at a place of loading of the Seller ("ex works", Incoterms 2020) at the time when Seller informs Buyer that the goods are ready for collection.

7. retention of ownership

Irrespective of delivery and the passing of risk or any other provision of these Terms and Conditions, title to the Goods shall not pass to Buyer until the purchase price has been paid in full.

Seller shall have the right to reclaim, otherwise dispose of or dispose of the Goods until the purchase price has been paid in full.

Until the goods have been paid in full, Buyer shall hold the goods in trust for Seller and shall keep the goods separate from its property and that of third parties and shall properly store, secure and insure the goods subject to retention of title and mark them as Seller's property. Until full payment has been made, Buyer may use or resell the goods in the ordinary course of business, but Buyer must hold any consideration (including any insurance payments) on Seller's behalf and keep the funds separate from its property and that of third parties.

If the goods have been further processed and if the further processing has also included parts in which the conditional seller has no ownership, the conditional seller shall acquire corresponding partial ownership. The same shall apply if goods of the seller are mixed with those of others.

In the event of seizure or other interventions by third parties, the Buyer shall notify the Seller without delay. If the Buyer fails to comply with this duty, he shall be liable for the damage incurred.

The Seller undertakes to release the securities to which it is entitled at the Buyer's request to the extent that the realizable value of the securities exceeds the claims to which the Seller is entitled. The choice of the securities to be released shall be made by the Seller.

8. warranty and exclusion of liability

The buyer must inspect the goods within the meaning of § 377 UGB and raise any complaints within one year of the invoice date. Return of the goods may only be made at the request of the seller.

The Seller shall not be liable for the goods being fit for a particular purpose unless the Seller has expressly agreed to such liability.

Seller's liability is assumed under the following conditions:

- the Seller shall not be responsible for defects in the Goods resulting from any description or specification of the Goods by the Buyer.

- the Seller shall not be responsible for the defectiveness of the goods if the purchase price due purchase price has not been paid by the due date.

- Seller's responsibility does not extend to parts, materials or other equipment manufactured by or on behalf of Buyer unless the manufacturer of such parts assumes responsibility to Seller.

This warranty does not cover product failures resulting from improper installation or use, misuse, negligence or other causes.

Seller's exclusion of liability shall not apply if a cause of defect is due to intent or gross negligence or if other essential contractual obligations are violated.

The buyer may demand replacement goods, or the repair or a price reduction, if this is in the individual contract accordingly.

If there is a defect in the purchased goods for which the Seller is responsible and of which the Seller is notified, the Seller shall be entitled to make a replacement delivery or remedy the defect free of charge. If the Seller is not willing or able to remedy the defect or to make a replacement delivery, the Buyer shall be entitled, at its option, to demand rescission of the contract or reduction of the purchase price.

If the Seller requests the Buyer to return the goods because of a notice of defect, the Buyer shall be obliged to fill in the consignment bill for returns (available at www.wikus-austria.at under the heading "Downloads" return form) and send it to the Seller in advance and enclose it with the transport documents. If the return consignment bill is not sent to the Seller and enclosed with the transport documents and visibly attached to the goods and if, as a result, the assignment of the returned goods is difficult or impossible, all warranty claims of the Buyer shall lapse.

9. further provisions

The Seller shall be entitled to modify and improve the goods without having to inform the Buyer in advance, provided that the modification or improvement does not permanently impair or deteriorate the form or function of the goods.

These Terms and Conditions of Delivery shall supersede any other agreements previously made by the parties in writing or orally which become ineffective upon availability of these Terms and Conditions of Delivery.

These conditions shall not be made available to third parties without the written consent of the other contracting parties made available to third parties without the written consent of the other contracting parties.

10. legal preference; place of jurisdiction

This agreement shall be governed exclusively by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and both parties agree to the exclusive jurisdiction of the court having jurisdiction over the registered office of the Seller. The Seller shall have the right to sue also at the court having jurisdiction over the Buyer or at any other court which may have jurisdiction under national or international law.