

General Terms and Conditions of Purchase ("GTC") for Deliveries and Services of O.St. Feinguss GmbH ("O.St.")

1. Scope

1.1. These Terms and Conditions of Purchase apply to all contracts, in particular purchase and service contracts, with the seller (hereinafter referred to as the contractor, or "Contractor" for short) in which O.St. Feinguss GmbH is the client (hereinafter referred to as the client, or "Client" for short).

1.2. By accepting an order from the client, the contractor agrees to these terms and conditions and is bound by them.

1.3. Only orders placed in writing are binding. This also applies to subsequent changes.

1.4. The terms and conditions of purchase agreed here apply exclusively. Any other general terms and conditions or terms and conditions of sale of the contractor are deemed to be waived, even if they have not been expressly rejected. Neither failure to object nor payment or acceptance of the goods constitutes acceptance of the contractor's terms and conditions.

1.5. The content of the contract is primarily determined by the provisions set out in the client's order letter and a related offer from the contractor. However, if no such agreements have been made in writing, the terms and conditions of purchase agreed here shall apply subsidiarily as the content of the contract.

1.6. These Terms and Conditions of Purchase shall also apply to follow-up orders, whether placed in writing or verbally, without the Customer having to make separate reference to them. Any agreements deviating from these Terms and Conditions of Purchase (amendments, additions) shall only apply to the transaction in question for which they have been confirmed in writing by the Customer.

1.7. The Contractor acknowledges that the data contained in the order relating to him will be processed automatically for accounting and supplier record-keeping purposes for his own purposes. The transfer of data is permitted in the case of legal obligations, for monetary and payment transactions, and – with the specific consent of the person concerned – in individual cases to precisely designated recipients.

1.8. The Contractor agrees that the personal data received in connection with the order placement will be processed in accordance with the Data Protection Act.

2. Formal requirements

2.1. Orders and other declarations are only legally binding for the customer if they are made in writing and signed by an authorized representative of the company. The written form requirement is also deemed to have been met if the order is placed by fax or email. The customer's order number must be stated in all documents relating to the order, in particular invoices.

3. Transfer of the order

3.1. The order placed may not be passed on to subcontractors, either in part or in full, without the written consent of the client.

3.2. In the event of approval by the client, the contractor's subcontractor undertakes to maintain all of the client's trade and business secrets in accordance with Section 12 of these GTC.

4. Prices

4.1. Offers made to the customer are free of charge in all

cases. Agreed prices include packaging, delivery free to the destination (including unloading) and are fixed prices that may not be increased.

4.2. A change in prices during the agreed delivery period is excluded, even in the case of call-off orders. Price escalation clauses are not recognized by the customer.

4.3. Unless otherwise agreed in individual cases, all prices are quoted in euros as net prices and therefore exclude sales tax.

5. Deliveries, packaging, delay

5.1. Agreed delivery periods and delivery dates are binding. The Contractor is obliged to inform the Client immediately if circumstances arise or become known to him which indicate that the agreed delivery time cannot be met.

5.2. The delivery or service shall be handed over on the agreed date at the specified place of receipt within the customer's acceptance times. In the event of delivery outside these times, the customer reserves the right to charge the contractor for any additional costs incurred (e.g., storage costs).

5.3. Deliveries must be made free of all charges, freight, packaging costs, customs duties, and fees to the place of receipt specified by the Client. The Client may refuse to accept shipments that are not carriage paid. The Contractor shall bear the transport risk.

5.4. The Contractor shall ensure proper packaging to protect against loss or damage and to prevent damage to persons, operating resources, or other goods of the Client. The Contractor shall be liable for all consequences of faulty or defective packaging.

5.5. All deliveries must be accompanied by the legally required and necessary documents and shipping papers.

5.6. The delivered item shall become the property of the customer after the transfer of risk (Section 6), at the latest upon payment.

5.7. In the event of a delay in the delivery of goods, services, and/or documentation, a contractual penalty shall be agreed upon, which may be claimed by the Client without providing specific proof of damage. This penalty shall amount to 1% of the total order value for each calendar week commenced. Damage incurred by the Client or the Client's customers shall be compensated for independently of this. The Client reserves the right to claim further damages.

5.8. If the agreed delivery and service date is not met, the client is entitled to withdraw from the contract without setting a grace period. If the contractor can already recognize before the agreed date that timely delivery or performance cannot be made in whole or in part, it must immediately inform the client of the reasons and the expected duration of the delay. In this case, too, the Client shall be entitled to withdraw from the contract without waiting for the agreed date and without setting a grace period. Notification of an expected delivery delay shall in no way change the agreed delivery date.

All costs incurred by the Client as a result of culpable failure to provide information or delayed provision of information shall be borne by the Contractor.

6. Risk assumption

6.1. The risk of accidental loss or deterioration of the delivered goods until acceptance by the customer shall be borne by the contractor. The transfer of risk shall take place upon acceptance of the delivery by the customer or its representative at the agreed place of receipt.

6.2. For deliveries involving installation or assembly, the risk shall pass to the customer upon signing the acceptance report for the installed and assembled delivery item.

7. Invoicing and payment terms

7.1. Invoices shall be issued for the deliveries and services rendered in accordance with the applicable legal requirements.

7.2. Invoices must be sent separately for each order to after delivery or performance and must contain the relevant order data (order number, matrix number & description, and for intra-Community acquisitions, the customs tariff number and the weight per item).

7.3. The payment period shall commence at the time of proper invoicing or receipt of goods or completion of service provision, whichever is later.

7.4. In the event of delivery before the agreed date, the payment period shall commence on the agreed delivery date. In the event of defective or delayed delivery, the customer shall be entitled to withhold payment until proper performance, without loss of rebates, discounts, and similar payment benefits.

7.5. Payment for accepted deliveries or services shall be made within 14 days less a 3% discount or within 60 days net, unless otherwise agreed.

7.6. The client may offset payments against counterclaims against the contractor, which the client shall notify the contractor of in writing within the aforementioned payment period. The contractor may only offset counterclaims if its counterclaim is undisputed or has been legally established.

8. Warranty and liability

8.1. The Contractor warrants that the delivery/service will be performed in accordance with the order and that all relevant legal provisions and technical standards will be complied with within the scope of the statutory provisions, unless otherwise agreed below. Exclusions and limitations of liability on the part of the Contractor shall not be accepted by the Client.

8.2. The Contractor shall be responsible for ensuring that the deliveries and services are free of defects. The delivery item must have the warranted characteristics, perform the agreed services, and correspond to the latest state of the art in terms of design and materials. It must not be affected by defects that negate or reduce its value or suitability for normal use or for the use specified or announced in the order.

8.3. The client is not obliged to immediately inspect the delivery/service upon handover and to report any defects. Rather, the client is entitled to assert warranty claims for defects occurring within the statutory warranty period at any time. A reduction of the statutory warranty period will not be accepted.

8.4. The Client shall be entitled, at its discretion, to demand free repair or replacement of the defective delivery/service, to withdraw from the contract (rescission), or to demand a corresponding price reduction. If defects cannot be remedied on site, transport costs shall be borne by the Contractor. This

shall not affect any claims for damages.

8.5. If the Contractor fails to fulfill its warranty obligation within a reasonable period of time, the Client shall be entitled to remedy the defects itself or have them remedied by third parties or to obtain replacement at the Contractor's expense. In urgent cases, the Client shall be entitled to remedy the identified defects itself at the Contractor's expense without setting a deadline.

8.6. If the Contractor remedies the defect, the warranty period shall recommence after acceptance of the improvement by the Client for the entire delivery/service affected by the defect.

8.7. The Contractor shall be liable for ensuring that its services or our use of the items and services purchased from it do not infringe the property rights of third parties. The Contractor undertakes to indemnify and hold us harmless in the event of any infringement. In this case, the Contractor shall bear any license fees, expenses, and costs incurred by the Client to avoid and/or eliminate infringements of property rights.

8.8. The Contractor shall be liable for damages incurred by the Client as a result of a delayed or defective delivery/service due to its fault or the fault of its vicarious agents. In any case, the Contractor shall also be liable for all consequential damages incurred by the Client and the Client's customers.

9. Product liability

9.1. The Contractor shall be fully liable to the Client for all damages caused by its defective products, including under the Product Liability Act.

9.2. The Contractor undertakes to take out product liability insurance with a lump sum coverage of EUR 10 million per personal injury or property damage. If the Client is entitled to further claims for damages, these shall remain unaffected.

10. Manufacturing documents, tools, and molds

10.1 Samples, specimens, manufacturing instructions, drawings, and similar items provided by the client to the contractor for the execution of an order remain the property of the client and must be kept confidential. They may not be made available to third parties for inspection or disposal, used for the manufacture of goods for third parties, or reproduced without the prior consent of the client. They must be returned free of charge immediately after completion of the order.

10.2. If the Client provides the Contractor with parts, samples, tools, or molds, it shall retain ownership thereof. Processing by the Contractor shall be for the Client.

10.3. Tools or molds manufactured or procured by the Contractor on our behalf shall become the sole property of the Client upon their manufacture or procurement by the Contractor. The Contractor undertakes to store and maintain them with care. The remuneration for storage and maintenance in a usable condition is included in the tool costs.

10.4. The Client reserves title to all tools. The Contractor is obliged to use these tools exclusively for the manufacture of the goods ordered by the Client. The Contractor is obliged to insure these tools at replacement value at its own expense against fire, water and other natural hazards, theft and operational failure. At the same time, the Contractor hereby assigns all claims arising from these insurance policies to the Client. The Contractor is obliged to carry out any necessary maintenance and service work as well as all maintenance and repair work in good time at its own expense.

10.5. During storage, the Contractor shall be liable for any deterioration or loss of the tools and molds.

10.6. The aforementioned items may not be scrapped or made accessible to third parties without the written consent of the Client and may only be used for the contractually agreed purposes. The Contractor may not pass on tools and molds to third parties or use them for its own or third-party purposes.

10.7. The Contractor is obliged to surrender the parts, samples, tools, or molds at the request of the Client. This applies in any case if they are no longer required by the Contractor for the performance of the services and deliveries. The return shall be at the expense of the Contractor.

11. Confidentiality

11.1. The Contractor undertakes to maintain all trade and business secrets as well as business or technical information that becomes known to it in the course of executing the order. The Contractor may neither use the Client's documents, information, and tools for its own purposes nor make them accessible to third parties.

11.2. The Contractor is obliged to keep all illustrations, drawings, calculations, and other documents and information received strictly confidential. They may only be disclosed to third parties with the express permission of the Client. The confidentiality obligation shall apply for an unlimited period of time, even after completion of the order.

11.3. In the event of a culpable breach of confidentiality or unauthorized use of the manufacturing documents, the Contractor shall be liable to the Client for all damages.

11.4. In the event of a breach of these provisions, the Client shall be entitled to a penalty amounting to twice the reasonable remuneration for the unauthorized use, whereby the right to assert further claims for damages shall remain reserved. The burden of proof that the Contractor has not used the Client's documents shall lie with the Contractor.

12. Property rights

12.1. The Contractor guarantees that no third-party property rights are infringed in connection with its delivery.

12.2. If claims are made against the client by a third party for this reason, the contractor is obliged to indemnify the client against these claims upon first request and to hold the client completely harmless and indemnified.

12.3. The Client reserves ownership of illustrations, drawings, calculations, (raw) cast parts, other documents, and various other reserved property; these must be kept confidential and may not be made accessible to third parties without the Client's written consent.

12.4. Products that have been manufactured according to documents created by the client (e.g., drawings, models) or other confidential information or using the client's tools may not be used by the contractor itself or offered or delivered to third parties.

13. Obligations of the Contractor

13.1. Unless otherwise agreed, the Contractor shall be responsible (non-exhaustively) for (i) the official approvals and/or consents required for the performance of the contract, (ii) the timely and correct provision of the information required for the performance of the delivery or service by the Client and its suppliers or subcontractors (e.g., technical plans, drawings, floor plans, material lists, test materials, materials, contract products, components, documents, approvals), (iii) the timely and correct fulfillment of all other obligations to support or cooperate with the Client or its suppliers or subcontractors, and (iv) the immediate notification of all circumstances within its sphere of influence that may affect the delivery or service.

13.2. The Contractor shall provide the necessary information, materials, contractual products, components, documents, approvals, releases, and fulfill all other obligations to support or cooperate with the Client or its suppliers or subcontractors in a timely and correct manner. The Contractor shall reimburse the Client for all additional costs resulting from the culpable non-fulfillment of its obligations.

13.3. The Contractor undertakes, if necessary, to provide the Client with all information and documents necessary for applying for the required approvals in a timely and complete manner.

14. Code of Conduct

The Supplier shall comply with the Purchaser's Code of Conduct as amended from time to time. The current version of the Code of Conduct is available on the Purchaser's website and forms an integral part of the contractual relationship between the Parties.

By entering into the contract, the Supplier confirms that it has taken note of the Code of Conduct and agrees to comply with its provisions. The Supplier shall take appropriate measures to ensure compliance with the principles and requirements set out therein within its own organization and, where appropriate, throughout its supply chain.

Any culpable breach of the Code of Conduct constitutes a material breach of contract and entitles the Purchaser, following a prior written request for remedial action and the expiry of a reasonable period without result, to assert its statutory and contractual rights.

15. Place of jurisdiction, place of performance, choice of law, and miscellaneous

15.1. Amendments or subsidiary agreements to these GTC must be made in writing and signed by the buyer and O.St. in order to be valid. This also applies to any waiver of the written form requirement.

15.2. Any verbal agreements relating to these GTC shall be deemed to have been mutually revoked for the respective legal transaction upon entry into force of these GTC. Any regulations, comments, or deviating conditions made by the Buyer that do not comply with these GTC shall only be binding on the Client if they have been expressly acknowledged in writing at the latest upon confirmation of the order and shall apply exclusively to the transaction for which they were agreed.

15.3. Any changes to the contract and the contractual obligations of the Client that become necessary after the signing of this contract due to (i) changes in the law, (ii) changes in standards, or (iii) official requirements shall be at the expense of the Contractor. In any case, the Client and the Contractor shall inform each other immediately at if such changes become necessary.

15.4. The place of performance for deliveries and services is the client's registered office in A-8600 Bruck an der Mur, Austria, unless another place of performance has been expressly agreed in individual cases; this shall apply irrespective of any agreement on the place of delivery and the assumption of any transport costs or the place of payment.

15.5. Austrian substantive law shall apply exclusively. The applicability of conflict of law rules (such as the IPRG), the UN Convention on Contracts for the International Sale of Goods, and comparable international agreements is excluded.

15.6. Any disputes between the Contractor and the Client shall be settled exclusively by the competent court in A-8600 Bruck an der Mur, Austria. The Client shall also have the right to bring legal action before the court with jurisdiction over the Contractor.

15.7. Should any provision of these GTC be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a valid or enforceable provision shall be deemed to have been agreed which comes as close as possible to the economic purpose pursued by the invalid or unenforceable provision.

15.8. In case of doubt, the German text shall prevail.