

GENERAL TERMS AND CONDITIONS OF PURCHASE

Franz Achleitner Fahrzeugbau und Reifenzentrum GmbH (hereinafter referred to as "Achleitner")

I. General Provisions

- (1) Unless expressly agreed otherwise, these General Terms and Conditions of Purchase as announced to the supplier are valid and binding. The supplier agrees that - in the event other purchasing terms and conditions are used by the supplier - these General Terms and Conditions of Purchase shall prevail in the event of any doubt, even if the terms and conditions of the supplier remain uncontested. Confirmation or execution of the order shall be considered as an acceptance of these Terms and Conditions of Purchase. Contractual performance on our part shall in this respect not be deemed as acceptance of contractual conditions deviating from our Terms and Conditions of Purchase. Where any uncertainties or doubt as to the interpretation of the contract occur, these must be resolved in such a way that agreement is reached with regard to the contents that are usually agreed in comparable cases. Any partial or complete derogation of these Terms and Conditions of Purchase, auxiliary agreements and any possible sales conditions of the seller require acceptance and written confirmation by Achleitner to be legally valid.
- (2) These Terms and Conditions of Purchase shall also apply to all future orders until such time that new terms and conditions come into effect, even if specific reference is made to them in individual cases.
- (3) No compensation or payment shall be made by Achleitner for visits or for the preparation of offers, projects etc., even if the contract is not concluded. If an alternative arrangement applies, it must be explicitly confirmed in writing.
- (4) Unless the supplier hands in a written notice of acceptance of the order within three business days from the date of its receipt, Achleitner shall no longer be bound by the order.
- (5) Contracts between Achleitner and the supplier shall not be based on the offers obtained, but shall always be based on the contents of the written order and the contents of these Terms and Conditions of Purchase, unless the supplier makes any specific references to any deviations between the order confirmation and the relevant order, and provided that Achleitner explicitly accepts such deviations in writing. Oral agreements will only be binding if confirmed in writing. A contract concluded with the supplier shall not be transferred to third parties without written consent by Achleitner.
- (6) Achleitner may request reasonable changes in the design and execution of the object to be supplied. The consequences of such changes, in particular in terms of cost increase or decrease and delivery dates, are to be agreed upon by mutual consent. Any changes requested by the supplier must be first approved by Achleitner in writing.

II. Offer, cost estimates, conclusion of the contract

- (1) Inquiries by Achleitner submitted to the supplier are intended as an invitation to submit offers. Unless explicitly agreed otherwise, all offers and cost estimates are to be submitted to Achleitner as binding and free of charge. The offer shall remain valid for the period of four weeks from the date of its receipt.
- (2) The offer of the supplier shall match the respective inquiry in terms of quantity and quality; all possible deviations must be explicitly indicated as such.

III. Prices and payment terms and conditions

- (1) In absence of any other explicit agreements, the prices proposed to Achleitner are understood as inclusive of all taxes and incidental expenses, including transportation and insurance costs. The agreed prices and/or contractually agreed prices are fixed prices; Achleitner shall not accept any price variation clauses, etc., unless this has been separately agreed upon.
- (2) If no fixed prices have been specified in the order, these must be explicitly stated by the supplier in a copy of the order sent back to Achleitner. A contract becomes valid and binding only upon acceptance of these delivery prices by Achleitner.

All taxes and auxiliary costs must be explicitly referred to in the offer and shall be covered by the supplier, unless explicitly agreed otherwise in writing, with the exception of the statutory value added tax. Price increases during the term of the contract, including the increase of auxiliary costs, require Achleitner's prior consent in writing.

- (3) Unless otherwise noted in the order, payments of correctly issued invoices shall be made by Achleitner within 14 days less 3 % discount, within 30 days, or at a later date specified by Achleitner, net. The time allowed for payment begins no earlier than on the date when a proper invoice is received, but in any case not before receipt and technical acceptance of the ordered goods or the service. Invoices which do not comply with our order requirements stated in the order, in particular if the order numbers are missing, shall be sent back to the supplier once they are reviewed. In this case the cash discount period does not begin before receipt of a corrected or supplemented invoice. In international business transactions, all invoices shall be sent to Achleitner in triplicate. Achleitner shall be obliged to pay only for deliveries which are in proper condition and in compliance with the contract.

IV. Delivery

- (1) All deliveries shall be made, carriage and packing paid, to the receiving location specified by Achleitner in the relevant order. Goods shall be packed in a standard, proper and appropriate way, at the expense of the supplier. Consignments shall be marked in writing to Achleitner, indicating full details of the number of pieces, dimensions, and sizes before the goods arrive. This also applies to any special instructions regarding the handling of goods, in particular transport, storage, and unloading at our premises. Deliveries of samples must be clearly marked as such on delivery notes, containers and goods, and must be sent to Achleitner free of charge.
- (2) Excess or short deliveries will only be recognized if they have been confirmed by Achleitner in writing. The supplier shall also deliver all documentation required for acceptance, operation, service and repair, particularly test protocols, work certificates, drawings, plans, operating instructions and repair manuals; this documentation shall be provided free of charge, in a reproducible form. The supplier is responsible for providing the correct movement certificate required for customs clearance, and otherwise has to indemnify and hold Achleitner harmless in this respect.

- (3) Every delivery shall be accompanied by a delivery note containing all identification data specified in our order, in particular order number, customer, commission etc. Partial and outstanding deliveries must be specifically marked as such. To ensure it is possible to identify the contents of a consignment without opening, the delivery note must be always fixed in a visible position on the outside of the package. The delivery note shall only include items that are actually included in the consignment. Any items that cannot be delivered or have not been delivered must be indicated on a separate document.

- (4) The stipulated delivery deadlines shall be considered agreed if the supplier has not specified alternative times in writing. The agreed delivery deadlines and delivery periods shall then be binding. Achleitner shall be notified of any delays in writing immediately after they are recognized and before expiry of the delivery period, with details of the reasons for the delay and its probable duration. The supplier shall be liable for compensating for all direct and indirect damage due to delayed performance, insofar as the supplier is answerable for the delay. In the event of the delivery period being exceeded, Achleitner is authorised to set an appropriate extension and if it expires without result, to withdraw from the contract without prior warning and to demand compensation for damages due to non-fulfilment. The goods reception is open Monday – Thursday from 7.30 am to 12.00 noon, and from 1.00 pm to 5.00 pm, as well as on Fridays from 7.30 am to 12.00 noon, excluding public holidays and annual holidays. Deliveries outside the goods reception opening times must be notified in writing by the supplier and are subject to approval by Achleitner.

- (5) In the event of delivery delay, Achleitner shall be entitled to claim a contractual penalty independent of the fault, which is not to be considered a forfeit. The sum of the penalty is 1 % for each started week the delivery delay, up to 5 % of the contract value in total. Achleitner shall be entitled to deduct the amount of contractual penalty from payments to be made to the supplier. The right of Achleitner to claim further compensation shall not be affected.

- (6) Ordered goods travel at the supplier's risk; the risks of accidental loss or damage are the supplier's responsibility until the goods are accepted. Any alternative arrangements must be agreed upon with Achleitner in writing.

V. Warranty, Guarantee, Claims

- (1) No exclusions of liability of the supplier, in particular with respect to warranty and damages,

shall be accepted, unless specifically agreed upon with Achleitner. In the event of any defects, Achleitner shall have the choice between exchange, repair, or price reduction, unless Achleitner is entitled to claim conversion and decides to exercise this right. Where Achleitner requests repair or exchange, Achleitner is entitled to withhold the entire payment due until the legally due service/delivery is fully performed. In addition to the foregoing, Achleitner is also entitled to a substitute performance of service by third parties if a reasonable period of execution has expired with no effect.

- (2) The supplier guarantees, without prejudice to other legal claims, that it will restore to good order and condition any parts of the service which are defective or which become defective within the warranty period, with free delivery to the point of use. The warranty period shall be two years and shall begin after final acceptance or - insofar as acceptance is not possible - after commissioning.
- (3) The obligation to carry out an inspection of goods and to give timely notice in accordance with §§ 377,378 of the Austrian Commercial Code (UGB) is hereby explicitly excluded. If any defects are detected, Achleitner is at any rate entitled to file a complaint within a six-week period. Rights other than those expressly mentioned herein, for example those arising out of guarantee commitments of the supplier, shall remain unaffected.
- (4) The supplier shall bear the burden of proof that the defects reported by Achleitner did not result from defectiveness of the goods. If the assertion of claims is subject to a specific degree of fault, the burden of proof is to be furnished in such a way that the supplier has to prove that the faults were not fully or partially caused by the supplier. The exclusion of recourse claims in the meaning of § 12 PHG (Product Liability Act) shall not be accepted.
- (5) If Achleitner is held liable by third parties because the products are not in conformity with the properties guaranteed or warranted by the supplier, Achleitner shall be fully indemnified and held harmless by the supplier.
- (6) In the event that claims are brought against Achleitner for any violation of product liability regulations, Achleitner shall be indemnified against any such claims of third parties as long as the damage is caused by defective condition of the product sent by the supplier. In such cases, the supplier shall assume all costs and expenses, including the costs of bringing any legal action or of a callback. The supplier shall undertake to carry product liability and recall cost insurance, with suitable coverage per claim.

- (7) The supplier guarantees and assures that all goods delivered or services rendered by the supplier meet specified requirements, i.e. they are state of the art, they comply with the applicable statutory provisions, regulations and guidelines laid down by public authorities, professional and trade associations, and they meet the agreed requirements. Any additional guarantees granted by the supplier shall remain unaffected.

VI. Documentation, confidentiality

- (1) Models, samples, drawings, data sheets, and equipment that Achleitner makes available to the supplier shall remain the property of Achleitner. Their return can be requested at any time by Achleitner; all submitted models, samples, drawings, data sheets, and equipment must be made available to Achleitner at all times. All models, samples, and drawings are to be treated as confidential and are only to be used for the execution of our orders. The supplier expressly undertakes not to copy or reproduce any models, samples, drawings, data sheets, and equipment provided by Achleitner; under no circumstances may they be given or shown to third parties definitively or for inspection, unless upon prior consent of Achleitner in writing.
- (2) The supplier must observe strict confidentiality regarding confidential information. Confidential information shall be construed as all information and documents of which the supplier becomes aware or which is made available to the supplier by Achleitner in connection with the business relationship between the supplier and Achleitner. The supplier shall also treat as confidential all other information of which the supplier becomes aware in connection with making the offer, placing or executing the order, regarding numbers of pieces, prices, execution etc. The supplier shall assign the confidentiality obligation to all employees and third parties which are involved in the contractual performance, upon written consent of Achleitner.

VII. Reservation of propriety rights, third-party protective rights, force majeure

- (1) Reservation of propriety rights by the supplier shall not be accepted.
- (2) The supplier shall indemnify and hold Achleitner harmless from all third-party claims derived from an infringement of protective rights by delivery or performance, provided that such infringement is the fault of the supplier.

- (3) Cases of force majeure, strikes and lockouts shall exempt the contracting parties from their contractual obligations for the duration of the disruption and to the extent of its impact. The contracting parties are obliged to immediately provide the necessary information that can reasonably be expected and to adjust their contractual obligations to the changed circumstances in good faith.

VIII. General provisions

- (1) Unless otherwise agreed, the place of contractual performance and counterperformance is the business address of Franz Achleitner Fahrzeugbau und Reifenzentrum GmbH, Innsbrucker Straße 94, A-6300 Wörgl.
- (2) The exclusion of set-off shall not be recognised by Achleitner; Achleitner shall be entitled to set off accounts receivable against the entitled claims from the supplier.
- (3) The supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and occupational health and safety, and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect, the supplier shall set up and further develop a management system in accordance with ISO 14001 within the realms of its possibilities. The supplier shall also observe the principles of the UN Global Compact Initiative. If the supplier continuously infringes upon the above stated principles, Achleitner reserves the right to rescind the contracts or to cancel the contractual relationships without notice.
- (4) The supplier undertakes to each time inform Achleitner of the origin of the supplied goods, their manufacturer, or its own suppliers, and to provide Achleitner with a proof of their origin in writing.
- (5) The supplier shall inform Achleitner without being prompted if the consignment is wholly or partly subject to export restrictions.
- (6) The supplier shall guarantee supply of spare parts for a minimum of 15 years after the product has

been discontinued from series production. Deviations therefrom shall be only valid and binding if they are explicitly agreed upon with Achleitner.

- (7) Achleitner observes the right, to evaluate through a on-site Audit, whether the agreements on integrity and the prevention of corruption are respected. In this context, Achleitner is granted access to all relevant documents and records.
- (8) Achleitner strictly adheres to the provisions of the Data Protection Act when using and processing data. The use of personal data is regulated in the data protection regulations, which are available in the current version on the Achleitner website.
- (9) All arrangements, subsequent changes, supplements and ancillary agreements, etc. require the written form and the original signature or qualified electronic signature to have legal validity. Explanations, notifications etc. directed to Achleitner require the written form and the original signature or qualified electronic signature to be effective.
- (10) The contractual relationship is governed by Austrian law, with the exclusion of the provisions of international private law, unless agreed otherwise. The international regulations regarding the purchase of movable items, in particular the uniform UN-purchase right, shall not apply.
- (11) The place of jurisdiction for any disputes arising from the contractual relationship or connected with it shall be the local and competent court for Achleitner. Achleitner shall be entitled to seek redress also in another court competent according to the statutory provisions.
- (12) Should any provision of the above Terms and Conditions of Purchase or any provision of a contract concluded in connection with the business relationship become invalid, the effectiveness of the remaining provisions will not be affected.

As of 2018/06