

General Terms and Conditions of Rösler Oberflächentechnik GmbH

1. Conclusion of contract

1.1. The Customer's purchase orders shall be binding for a period of four weeks. The purchase contract shall become effective upon a written confirmation of the Customer's purchase order by Rösler within four weeks of its receipt or upon delivery within the specified period.

1.2. Rösler's offers are subject to change and may be withdrawn at any time until conclusion of the contract by Rösler.

1.3. Should the purchase order and the order confirmation differ in terms of the scope of performance the order confirmation issued by Rösler is binding, if the Customer does not object in writing within ten days of receipt of the order confirmation.

1.4. The characteristics of the subject matter of the contract or the contractual performance shall be considered as approved by Rösler only if they are expressly designated as approved properties. Rösler retains the copyright and ownership to any and all contractual documents such as price quotes, cost estimates, drawings or other offer documents. The ownership of the aforementioned contractual documents shall only pass to the Customer if this has been agreed in writing. The Customer shall return any and all contract documents to Rösler immediately upon request by Rösler during the contract negotiations or upon failure to conclude the contract. The Parties hereby expressly exclude the Customer's right of retention or the right to refuse performance as to the aforementioned contractual documents. The Customer shall not be entitled to disclose the contract documents he received to third parties.

1.5. Should the financial situation of the Customer deteriorate after the conclusion of the contract, Rösler shall be entitled to withhold its performance until compensation has been effected or secured. In this case, Rösler shall also be entitled to request the Customer to guarantee the payment of the agreed and still unpaid part for the outstanding compensation. As a guarantee, cash, cash deposits, savings books, bank guarantees or insurance policies may be used. The cost of the guarantee shall be borne by the Customer. The guarantee shall be made within a week. Should the Customer fail to fulfill Rösler's request for timely provision of a sufficient guarantee, Rösler shall be entitled to finally refuse performance and cancel the contract with a reasonable grace period. Rösler shall acquire a lien on the guarantee provided.

1.6. Should any parts be delivered with a valid delivery note but without any prior valid offer, the Contractor reserves the right to process these parts based on previous orders for such components. In this case, the Customer shall receive an order confirmation about the processing based on the historical process data. The Customer shall be entitled to object to this within 48 hours; otherwise a production order will enter into effect.

1.6.1. The parts for the contractually agreed processing (GS / STR) must be in such an initial state as to fundamentally allow processing. Should a test processing be carried out, the initial state shall be based on the best reference sample from the test series. If no tests have been carried out, the current state of the art for the type of production of the workpiece shall be assumed as the initial quality.

General: without plastic wrap and adhesive residues, [with] proper packaging, clear identification of the parts, no pre-damage

Vibratory finishing: not painted or otherwise coated

Blasting: dry and fat / oil-free

If these requirements are not met, the parts may be cleaned, which may be carried out after consultation and at an additional cost. If necessary, the parts will be returned unprocessed.

2. Scope of contract

2.1. For the scope of the contractual relationship between Rösler and the Customer, the following order of items is decisive:

2.1.1. any written agreements,

2.1.2. any oral agreements, if confirmed by Rösler in writing,

2.1.3. the order confirmation by Rösler,

2.1.4. these Terms and Conditions,

2.1.5. the contractual relationship shall be governed by Austrian law and all applicable Austrian technical standards.

2.2. In the relationship of Rösler and the Customer, these General Terms and Conditions of Rösler apply exclusively, even if the Customer's terms and conditions (even only partially) have not been expressly rejected by Rösler. Therefore, the Customer's General Terms and Conditions are non-binding for Rösler and shall only become part of the contract if they have been expressly recognized by Rösler in writing.

These General Terms and Conditions of Rösler apply in particular also in the context of future business relationships between the same parties, even if they have not been expressly agreed again.

3. Import and export control

3.1. In terms of this section, the relevant import and export control regulations are specifically (but not exclusively): the Foreign Trade and Payments Act (AusWG 2011), the 1st and 3rd Foreign Trade and Payments Ordinance (1. u. 3. AußWG-VO), the EC Dual-Use Regulation (currently: Regulation (EC) No. 428/2009 of the Council of 05 May 2009), existing country and person embargoes including embargo measures to combat terrorism (counter-terror lists), the War Materials Act (KMG), the War Material Ordinance, the UN Firearms Protocol and the Chemical Weapons Convention Implementation Act (CWKG), all aforementioned rules and regulations in the applicable wording with all annexes, implementing regulations and other supplementary regulations.

3.2. The Customer guarantees to observe and comply with all relevant import and export control regulations and to obtain any possibly necessary import or export permits when executing the legal transaction and in particular when reselling the goods obtained from Rösler. The Customer undertakes to indemnify Rösler from claims asserted by third parties against Rösler due to its own violation of the relevant import and export control regulations and to compensate Rösler for the damage resulting from such claims.

3.3. The Customer undertakes to notify Rösler - without undue delay and in a separate letter - of any bans or approval restrictions related to the delivery of the ordered goods and systems to be delivered by Rösler, based on the relevant import and export control regulations.

3.4. If the delivery of the ordered goods and systems is subject to approval, the Customer undertakes to do his best to cooperate in acquiring the approval and, in particular, to provide Rösler with all the information and documents required for this purpose.

3.5. Should the Customer violate any of the aforementioned provisions and should Rösler therefore be held liable by a third party or should the delivery of the ordered goods and systems be therefore rendered impossible, Rösler shall be entitled to withdraw from the contract. The right to assert claims for damages remains unaffected.

3.6. In this case, the Customer shall no longer be entitled to Rösler's performance. All performance guarantees given by Rösler shall cease to be valid by sending a written withdrawal notice to the Customer, whereby the day of posting is decisive.

4. Delivery times and dates

4.1. In principle, the delivery and other times or dates specified by Rösler are non-binding, unless they have been agreed or confirmed in writing as binding.

4.2. The period for the calculation of delivery times and dates starts with the conclusion of the contract in accordance with Article 1 above. Irrespective of this, the period does not begin to run as long as the Customer does not provide Rösler with the documents, permits or other information necessary for Rösler's performance.

4.2.1. Upon exceeding any of the dates specified by Rösler as binding, the Customer shall set a reasonable grace period for the delivery / service, however at least three weeks. Should this grace period elapse unsuccessfully, the Customer shall be entitled to withdraw from the contract and claim any related losses. Rösler shall only be obliged to pay an indemnity in the event of intent or gross negligence. The amount of the indemnity shall be limited to the direct loss typically directly incurred to the Customer. Regardless of the above limitation of liability, in the event of injury to life, limb or health, Rösler shall be liable in accordance with the mandatory statutory provisions of the Republic of Austria.

4.2.2. Should Rösler fail to adhere to a non-binding deadline, the customer shall set Rösler a reasonable grace period of at least six weeks.. Should this grace period elapse unsuccessfully, clause 4.2.1 above shall apply correspondingly.

4.2.3. Rösler shall indemnify the Customer for any damage caused by delay in accordance with the present agreements; the indemnity shall be limited to a maximum amount of 0.5% for each completed week of the delay, although it shall not exceed 5% of the price stipulated in the contract or of the outstanding part of the total delivery, also in cases of intent and gross negligence.

4.3. If Rösler's failure to meet delivery times or dates is due to the failure of Rösler's suppliers or subcontractors to perform their services in time (through no fault of Rösler), both Parties may withdraw from the contract if the bindingly agreed deadline (fixed date) is exceeded by more than four months. In this case, no mutual claims shall be applicable.

4.4. In the event of force majeure, strikes, fire or other impediments to performance without any fault on the part of Rösler, the delivery / performance period available for Rösler shall be extended by the time of duration of the impediment. Nevertheless, the customer shall be entitled to withdraw from the contract six months after the originally agreed deadline (fixed date). In this case, the Customer shall not be entitled to claim any damages, regardless of their justification.

4.5. Should an agreed delivery or service term be jeopardized due to a circumstance for which the customer may be held liable, for example, upon failure to hand over any material, drawing, plan, sketch or sample in time, Rösler may withdraw from the contract after setting a grace period of two weeks and demand compensation from the Customer amounting to at least 15% of the order amount. Rösler reserves the right to request a higher indemnity against evidence; however, the Customer may prove the occurrence of lower or no loss to Rösler.

4.6. Should the Parties agree to amend the contract after its conclusion in a way affecting the agreed delivery time or dates, a new date must be agreed between the Parties. The previous dates shall then be no longer valid.

5. Performance scope

5.1. The performance scope shall be determined by the content of the contract, in accordance with article 2 above.

5.2. In principle, the performance shall be ex works of Rösler. The Customer shall notify Rösler of the exact delivery address.

5.3. Rösler reserves the right to amend the design and other properties of the performance, if these changes are reasonable for the Customer, in particular if the changes are justified by technical reasons and do not impair the generally customary or contractually agreed use of the performance.

5.4. Documents and information presented by Rösler, such as illustrations, drawings, weight data, sizes, masses and technical data shall only be regarded as approximate, unless expressly designated by Rösler as binding in writing.

5.5. Packaging material shall be taken back by Rösler pursuant to the statutory provisions.

5.6. If the goods are shipped in packages, boxes or railway containers, the rental fee for these containers shall be borne by the Customer, pursuant to Rösler's rental price list.

5.7. The following services are included in the prices for subcontracting:

5.7.1. Receipt of goods: Inspection for damaged packaging
Random inspection of the raw goods for damage

5.7.2. Processing: Quantity control of deliveries - 100% pcs, up to 70 pcs
Optical sample control of the processing result (if necessary, retention samples)
Processing in a predefined process, which can vary due to the raw material quality

5.7.3. Packaging: Bulk goods: Placement of parts delivered as bulk goods back into the delivery container after processing
Finishing: Placement of the finished individual parts - possibly also packed in protective material - into the delivery container. In general, the packaging material shall be provided by the Customer.

Separate expenses and packaging material shall be negotiated and invoiced separately.

5.7.4. Outgoing goods: The delivery container is wrapped and bound if necessary
Business cases (order, delivery note, assignment card) shall be archived for 7 years

6. Delivery item dispatch

6.1. The risk on the delivery item passes to the Customer upon handing over the delivery item to the carrier of the goods, even if Rösler transports the delivery item using its own means of transport. This also applies to carriage paid deliveries, FOB, CIF or assembled and carriage paid deliveries.

6.2. Risk for the delivery item also passes to the Customer if Rösler has sent a notification of completion to the Customer, including the request to collect the delivery item and a reasonable period set by Rösler to collect the delivery item has expired fruitlessly.

6.3. The Customer shall bear the costs for the transport of the delivery item, unless Rösler has agreed to take over the transport costs in writing.

6.4. Rösler is not obliged to insure the delivery item against loss caused by theft, breakage, transport or fire, unless Rösler has agreed to this in writing. In this case, the insurance costs shall be borne by the Customer.

7. Prices and terms of payment

7.1. The agreed prices always apply ex works, excluding packaging; ancillary services shall be charged additionally. The statutory sales tax (value added tax) shall be added to the prices. This tax shall be calculated separately.

7.2. The Customer shall bear the costs of packaging of the delivery item, calculated by Rösler at cost price.

7.3. Unless otherwise agreed, payments shall be made as follows:

7.3.1. For consumables and spare parts: promptly upon receipt of invoice, without deductions

7.3.2. For machines and systems: 30% of the contract sum upon purchase order confirmation; a further 60% on readiness for dispatch; the remaining 10% within 30 days of delivery and, if agreed, acceptance,

7.3.3. For services and work (eco-packs, repairs), outsourced processing: in detail within one week after the service and invoicing.

7.4. The payment shall be considered received upon receipt of payment by Rösler.

7.5. The price agreed by and between the parties shall remain valid if the contractual performance is carried out within four months of the receipt of Rösler's purchase order confirmation. Upon exceeding this four-month period, Rösler reserves the right to increase the price reasonably in case of an increase in manufacturing or material costs. In the event of such a price increase, the customer may withdraw from the contract if the price increase exceeds 10%. The Customer must withdraw from the contract within two weeks of the written price increase notice. In this case, no mutual claims shall be applicable.

7.6. Without further warning, the customer will be in default upon failure to meet the aforementioned payment deadlines. In the event of default, the Customer shall pay default interest of eight percent above the ECB's base rate to Rösler. By the application of this provision, further interest loss, proven by Rösler, is not excluded. For each reminder, Rösler may charge a flat-rate reminder fee of EUR 5.00.

7.7. If the parties agreed in payment in instalments, the entire remaining debt of the Customer will become due for payment immediately if the Customer in the event of arrears exceeding two weeks, if he ceases to make further payments or if insolvency proceedings are initiated or opened on his assets.

7.8. Rösler accepts payment orders, checks and bills of exchange only on the basis of a special agreement and only on account of payment; all expenses shall be borne by the customer.

7.9. If the Customer is in arrears with his payments, Rösler can, without prejudice to the provisions stated below in Section 11, withdraw from the contract after a grace period of 14 days and claim the losses.

8. Acceptance

8.1. The Customer shall be obliged to accept the goods delivered within 14 days, immediately upon delivery. Upon failure to accept the goods by the Customer, Rösler shall set a grace period of 8 days. Should this grace period elapse unsuccessfully, Rösler shall be entitled to withdraw from the contract and claim any related losses. It is not necessary to set a grace period if the Customer has finally and definitively refused to fulfil the contract. Concerning the amount of the losses occurred due to Rösler, clause 4.5 above applies accordingly.

8.2. In the event of non-acceptance of the performance, Rösler shall also be entitled to charge a storage fee for the storage of the delivery items, based on the storage space used (in square meters), at a price of EUR 4.00 per square meter per month commenced.

8.3. Should, upon acceptance of the goods, the Customer detect a quantity or quality issue, he shall immediately report this quantity or quality issue to Rösler in writing within 8 calendar days. To resolve the quantity or quality issue, the Customer shall provide a reasonable grace period of at least 3 weeks to Rösler. Should this period elapse unsuccessfully due to Rösler, the Customer may withdraw from the contract and claim its losses, whereby Rösler shall be liable only for cases of intent or gross negligence. The amount of the indemnity shall be limited to the losses typically incurring directly to the Customer. Regardless of the above limitation of liability, in the event of injury to life, limb or health, Rösler shall be liable in accordance with the mandatory statutory provisions of the Republic of Austria.

8.4. If Rösler claims compensation for non-acceptance of the service by the Customer in accordance with clause 8.1 above, Rösler shall be entitled to dispose of the subject matter of the contract freely, in particular to use it freely at the Customer's expense by substitute sale. The proceeds from this substitute sale shall be credited to the Customer after deduction of any realization costs.

8.5. The performance and quality of the parts processed by any subcontractors must be checked and any defects must be claimed within 3 working days from delivery. By default, any delayed claim shall be rejected.

9. Warranty

9.1. Rösler guarantees that its contractual performance corresponds to the agreements and the respective state of the art and is also suitable for the agreed or normal use.

9.2. The warranty period is limited to one year (limitation period). The warranty period begins with the delivery, acceptance or notification of availability.

9.3. In the event of quality defects, the Customer shall be initially only entitled to performance by Rösler. For the fulfilment of the contract, the Customer shall first set a reasonable grace period of at least 3 weeks for Rösler. Should Rösler fail to perform despite setting a grace period, or if the performance has finally failed (which is the case after three unsuccessful improvement attempts), the Customer may assert any statutory warranty claims. A claim for losses due to quality defects may be based only on cases of intent or gross negligence. This limitation of the indemnification obligation does not apply in the event of injury to life, limb or health.

9.4. In the event of Rösler's indemnification obligation, the indemnity is limited to losses typically incurring to the Customer. Therefore, Rösler shall not be liable for any distant losses or losses not foreseeable by the contracting party or losses avoidable by the Customer.

9.5. Rösler shall not be liable for quality defects caused by the fact that the customer or a representative of the customer or a vicarious agent of the customer provided defective material, tools, equipment or faulty plans or gave specific instructions to which the defect may be attributed.

9.6. Should the Customer make any changes to the delivery item himself or through third parties, any warranty claim against Rösler shall be considered void.

9.7. In the event of any quality defects of the contractual performance based on supplied parts, Rösler shall be liable to the Customer only to the extent to which Rösler's supplier or subcontractor is liable. Apart from that, the provisions of clause 9.3 above apply.

9.8. The warranty period shall not be extended by subsequent performance.

9.9. Items exchanged as part of subsequent performance shall become Rösler's property.

9.10. Rösler shall bear the costs of supplementary performance, in particular transport, travel, labour and material costs.

10. Liability

10.1. Without prejudice to the above agreements, Rösler shall only be liable for losses caused by intentional or grossly negligent breach of duty by Rösler, its representatives or vicarious agents. There is no liability for ordinary negligence.

This limitation of liability does not apply to losses incurred due to injury to life, limb or health. Moreover, the limitation of liability does not apply upon failure to provide expressly guaranteed properties.

10.2. Claims of the Customer or third parties based on the provisions of the Austrian Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

10.3. The Customer is obliged to report any damages and losses to Rösler immediately in writing and then immediately the amount. Should the Customer violate this obligation, he shall indemnify Rösler.

11. Retention of title

11.1.1. Rösler shall retain title to the delivered subject of the contract until the Customer has settled any claims based on the concluded contract. Retention of title also applies to any and all Rösler's claims against the Customer, related to the concluded contract, e.g. due to repairs, supplementary and / or replacement deliveries, ancillary services, etc.

11.1.2. In the event of resale of the subject of the contract by the Customer, the Customer hereby assigns his claims arising from the resale to Rösler in the amount of claim due to Rösler. Rösler hereby accepts this assignment.

11.1.3. If the Customer is a legal entity under public law, a special fund under public law or a merchant with whom the contract belongs to the operation of a commercial enterprise, the retention of title also applies to all of Rösler's claims based on the current business relationship with the Customer.

11.2. As long as the retention of title in favour of Rösler persists, the Customer may only pledge, assign as a security, rent / lease or otherwise dispose of the subject of the contract affecting Rösler's interests with prior written consent. This does not affect the Customer's right to further process or resell the subject of the contract in the ordinary course of business. Should the Customer fail to meet his payment obligation to Rösler hereunder, Rösler shall be entitled - upon prior notification of the Customer - to disclose the above assignment of claims (clause 11.1.2.) and to collect the claim itself. In this case, Rösler may also disclose the extended retention of title in accordance with clause 11.1.3. and directly assert the resulting claims.

11.3. Until the price has been paid in full to Rösler, only the Customer himself is entitled to use the subject of the contract. Any transfer of the subject of the contract requires Rösler's prior

written consent. The Customer is obliged to announce the respective location of the subject of the contract. Upon violation of this provision, Rösler shall be entitled to demand a premature return of the subject of the contract; the Customer's right of retention is hereby expressly excluded.

11.4. Should any third party gain access to the subject of the contract, in particular by seizure, during the retention of title, the Customer shall notify Rösler immediately and notify the particular third party of Rösler's right of ownership. The Customer shall bear all costs arising in the case of such access and the replacement of the subject of the contract, insofar as these costs cannot be borne by third parties.

11.5. For the duration of the retention of title, the Parties have agreed to conclude a loan relationship; in this, the Customer is entitled to hold and use the subject of the contract as long as he fulfills his obligations hereunder. Should the customer fail to meet his obligations - in particular, payment obligations - toward Rösler, Rösler may demand the Customer to return the subject of the contract after a fruitless expiry of a reasonable period set by Rösler for the Customer. The Customer's right of retention is hereby expressly excluded, unless the Customer holds a right of retention resulting hereof, related to the subject matter of the contract.

11.6. Should the goods delivered by Rösler be processed or combined (mixed or joined) with other items that do not belong to Rösler, Rösler shall acquire co-ownership of the resulting item in the ratio of its claim based hereon. The parties hereby agree to transfer the ownership and agree that for the duration of their co-ownership, the Customer shall hold the co-ownership share of Rösler as a loan for Rösler.

11.7. Should the reserved goods be resold after being processed or combined (mixed or joined) with other objects belonging to any third party, the Customer shall assign the Customer's resulting claims against the particular third party to Rösler, along with all ancillary rights up to the amount of Rösler's claim, including interest and costs, regardless of whether the goods subject to retention of title in the co-ownership of Rösler are sold to a third party without or after being processed or joined. The Customer shall forward and transfer the reserved property of Rösler to the third party. The Parties hereby transfer their Customer's share in the co-ownership of the final product created by processing or combination (mixing or joining), to Rösler. The parties hereby agree to transfer the ownership, whereby the Customer shall hold the co-ownership share of Rösler as a loan for Rösler also in this case.

11.8. Should the value of the collateral provided to Rösler - existing pursuant to the above provisions, based on ordinary, extended or expanded retention of title - exceed Rösler's total claim by more than 20% in total not only temporarily, Rösler hereby undertakes to release the excess collateral in favour of the Customer upon the Customer's request. The value of the collateral shall be based on the realisable value of the security items.

12. Installation of machines and systems

12.1. Rösler recommends the installation of machines and systems to be performed by the company's experienced technicians. For the employment of any technician, Rösler shall use the cost rates specified in Rösler's corresponding conditions, in addition to travel expenses, freight expenses and tools.

12.2. Should the installation or commissioning (acceptance) be delayed due to circumstances for which the Customer is at fault, i.e. through no fault of Rösler, the Customer shall bear all costs of waiting times (employment of staff) and provision of equipment.

13. General provisions

13.1. The Parties hereby agree to the written form (see also Section 1 above). This provision also applies to side agreements and assurances, as well as to subsequent amendments and additions hereto, unless the contracting parties expressly agree that an oral agreement should apply.

13.2. The assignment of rights and obligations, as well as customer claims based on the concluded contract to third parties requires Rösler's prior written consent. However, consent must not be unreasonably withheld.

13.3. The Customer may only offset a claim from Rösler if the claim to be set off is either legally established or recognized by Rösler.

13.4. The Customer may only exercise its right of retention or right to refuse performance against Rösler in accordance with the above provisions if the claims originate from the same contractual relationship. Exercising the right of retention or right to refuse performance by the Customer against Rösler based on another contractual relationship is hereby expressly excluded.

13.5. The Parties hereby declare Rösler's place of business to be the place of performance of their mutual obligations arising from their contractual relationship.

13.6. As to the court of jurisdiction, the parties hereby agree that the place of jurisdiction shall be the court factually and locally competent at Rösler's seat in Vienna, Austria. Should Rösler bring any action, the general place of jurisdiction of the Customer shall also apply.

13.7. Legal relationships resulting from the contractual relationship between Rösler and the Customer shall be governed exclusively by Austrian law. The parties hereby expressly exclude the application of legislation of other countries. The application of the United Nations Convention on Contracts for the International Sale of Goods (C.I.S.G.) is also excluded. The only exceptions to this are the international legal provisions applicable in accordance with point 3, provided that these have not already been incorporated into Austrian domestic law by means of implementing laws or ordinances.

13.8. Should any of the present agreements be or become invalid or ineffective, the parties agree that the remaining provisions of the present General Terms and Conditions shall remain valid.

Rösler Oberflächentechnik GmbH

CEO: Ing. Bernhard Fischer

Seat: Vienna

Court of registration: Vienna Commercial Court (Handelsgericht Wien), Company ID: 149218p

VAT No.: ATU 41656908