

**GENERAL TERMS AND CONDITIONS OF PURCHASE
FILL GESELLSCHAFT M.B.H.**

Status: November 16, 2020

1. Validity and scope of application

- 1.1. With effect from November 16, 2020, all purchases and agreements of Fill Gesellschaft m.b.H. (hereinafter referred to as "FILL") with our suppliers shall be subject exclusively to these General Terms and Conditions of Purchase in their valid version, as long as they are not expressly amended by means of a separate written agreement.
- 1.2. Any (General) Terms and Conditions (T&Cs) of the supplier and/or any provisions deviating from these General Terms and Conditions shall become part of the contract and shall not acquire any legal or contractual validity.
- 1.3. Any amendments and additions to the terms and conditions and/or their attachments must, in any event, be made in writing to be valid. This also applies to deviations this provision itself.

2. Offer

- 2.1. Through an inquiry from FILL, the supplier is requested to provide FILL with an offer, free of charge, incorporating FILL's General Terms and Conditions of Purchase.
- 2.2. In its offer, the supplier shall adhere to the specifications and descriptions given by FILL and expressly point out any deviations there may be.
- 2.3. The supplier shall, if necessary, expressly show any ancillary expenses for taxes, fees, duties, packaging, transport, license fees, etc. which may be incurred by FILL in its offer.

3. Ordering/Order Confirmation

- 3.1. The supplier will receive a written order from FILL, by post, fax or e-mail (in PDF format) or via other electronic portals (such as via EDI interfaces or e-procurement portals).
- 3.2. This order, including its attachments (drawings, technical specifications and other documentation) shall supplement the General Terms and Conditions of Purchase, or may amend individual articles in them.
- 3.3. If the supplier issues an order confirmation that deviates from the order, FILL shall only be bound to this deviating order confirmation if it expressly approves it in writing.

4. Delivery, place of delivery, delivery date

- 4.1. The goods ordered are to be delivered in accordance with FILL's instructions and the provisions contained in these General Terms and Conditions of Purchase.
In the absence of such instructions, the supplier shall be responsible for ensuring the proper packaging and transport of the goods. The supplier shall expressly point out to FILL - including any carrier or freight forwarder instructed by FILL - any special measures required by the duty of care that are to be taken when unloading (as well as unpacking).
- 4.2. It is exclusively the supplier's responsibility and task to ensure that the necessary export licenses are procured, and also that all import, export, transit and inspection regulations and formalities are complied with.
- 4.3. Should the transport of the goods be delayed for any reason, the supplier shall inform FILL about it immediately and/or store the goods properly at its own expense and risk.
- 4.4. Unless otherwise stipulated, the place of delivery shall be FILL Gurten (Upper Austria) (receiving center specified).
- 4.5. The day of receipt of the goods at the receiving center specified shall be deemed the delivery date.

Any delays in delivery arising from a circumstance which is the fault of the supplier shall entitle FILL to, at its option, either request subsequent delivery, along with compensation for damages due to delivery having been made late (if necessary, as well as a stipulated contractual penalty), or refrain from accepting subsequent delivery, withdraw from the contract and require compensation for damages due to non-performance. Acceptance of late delivery by FILL shall not mean that any further claims to compensation are waived.

- 4.6. Subject to other written agreements, the benefit and risk of the goods shall pass to FILL as soon as the goods have been received at the receiving center on the premises specified by FILL, unloaded and accepted.

- 4.7. Force majeure and any other interruptions, which occur at FILL's premises and which lead to production being restricted or ceased at FILL, shall exempt FILL, for the duration and in the scope of its effects, from carrying out acceptance and/or from any obligation to pay compensation for damages.
- 4.8. The supplier, regardless of whether it is a manufacturer or a dealer, shall be obliged to subject the goods/products ordered and due to be delivered to adequate quality and quantity control prior to shipping, if necessary, involving experts, notwithstanding the provisions below as per Art. 5.
- 4.9. The supplier may not invoke the provision of Sec. 377 of the Austrian Commercial Code (UGB) against us, according to which the buyer - if the purchase is a business-related transaction for both parties - must notify the seller within a reasonable period of time of defects in the goods which he has discovered or should have discovered in the normal course of business after delivery by inspection.
- 4.10. The supplier's scope of delivery includes loading the goods and securing the load appropriately onto the means of transport chosen or determined.
- 4.11. The costs of packaging and the shipping and handling charges are to be borne by the supplier unless stipulated otherwise.
- 4.12. The delivery commissioned shall be made free of any limitations due to retention of title.

5. Quality requirements

- 5.1. The delivery of the goods and associated services are to be executed as described in the respective applicable statutory provisions, which are included in the attachments to the order.
- 5.2. The supplier shall be obliged to check the specifications, drawings, technical details, descriptions, samples, etc. specified in the order and attachments when developing and manufacturing the goods immediately after receiving such documentation, and strictly adhere to these requirements when executing the order.

The supplier shall notify FILL without delay of any discrepancies and/or defects that it discerns when checking and/or executing the order. The supplier has an express duty of disclosure to FILL.

- 5.3. In so far as the specifications contained in the order and attachments do not specify the quality of the goods, the supplier warrants that the quality of its products is consistent in regard to current and future orders, also as per the state of the art, giving details of the latter and appending a binding mark of quality (see Art. 10.1.).
- 5.4. The supplier shall inform FILL as early as possible of any change in the quality, simultaneously forwarding samples. In the event of any changes in the quality without prior notification, FILL shall be entitled to reject the goods. The supplier shall also be liable, in this regard, for any direct and indirect losses.
- 5.5. Should particular working drawings be necessary for manufacturing certain products, these are to be presented by the supplier to FILL for approval.
- 5.6. Without FILL's prior written consent, the supplier shall not be entitled to assign to a sub-contractor all or even a part of the orders placed.
- 5.7. FILL shall have the right to check the manufacture of the goods and the progress of work at the supplier's premises and/or at the premises of any sub-contractors, in accordance with the stipulated quality specifications as per the samples provided and attachments, at any time.

FILL shall also be entitled to extend these checks to the supplier's production plants following prior notification. This also includes inspections by relevant authorities or monitoring bodies.

- 5.8. Any product alterations, changes in the manufacturing process and/or any change in the manufacturer are to be made known to FILL as early as possible in a verifiable manner and shall be deemed a new offer. FILL may reject this offer without giving reasons.

FILL may also class this as contractual non-performance, which shall entitle FILL to refuse to accept the goods or rescind the contract or seek a price reduction or demand compensation for damages.
- 5.9. Any cessation and/or relocation of production planned by the supplier is to be made known to FILL as early as possible, at least six months prior to the last possible delivery date.

6. Ownership in designs/tools

- 6.1. Should FILL pay the costs of any constructions and manufacture or should FILL pay the purchase price for the acquisition of tools, in whole or in part, such results and/or tools shall become FILL's unlimited property. This is to be visibly marked on the results/tools by the supplier, in an appropriate form.
- 6.2. The supplier shall be responsible for and bear the costs of the usual maintenance of such tools. It shall also bear the risk, in this respect, of any accidental destruction, loss, deterioration or damage of the same.

6.3. In the event of any infringement of the obligation under Art. 6.2., FILL may require the supplier to pay compensation for damages and hand over the benefit derived, and that without any compensation being paid to the supplier, and may rescind any running agreements with the supplier, in whole or in part.

6.4. The supplier shall not be entitled to assert any right of retention.

7. Prices

7.1. The prices are generally fixed prices; this includes all services up to the delivery of the goods to the receiving center specified, in so far as nothing to the contrary has been stipulated.

7.2. Should, in exceptional cases, the prices not have been stipulated in advance, they are in any event to be bindingly specified in the order confirmation. In this case, FILL shall expressly retain the right of objection or rescission.

7.3. Any price increases must be communicated to FILL in writing at least two months prior to entering into force. In the case of ongoing orders, price increases shall only be possible in substantiated cases, and only with FILL's consent.

8. Payment

8.1. Unless otherwise stipulated, payment will be made within 60 days of receiving the invoice and of the goods being received by FILL (at the receiving center named) or at the stipulated place of delivery. Should we pay within 30 days, we shall be entitled to deduct 3% cash discount.

8.2. Payment of the invoice shall neither mean that FILL has approved or accepted the goods, nor that FILL waives any claims arising from a guarantee and/or warranty.

8.3. The supplier may not offset any claims asserted against FILL with any claims asserted by FILL against the supplier.

9. Inspection, notification of defects, refusal to accept goods

9.1. The values in regard to the quantity delivered, weight and quality requirements (Art. 5) established by FILL at the acceptance inspection and/or the incoming goods inspection are generally binding. FILL shall notify the supplier of any defects in writing as soon as they have been established by FILL in the respective operational situation.

9.2. The supplier thus expressly refrains from asserting the objection of late notification of a defect and tacit approval (acceptance/approval of the goods). FILL is not obliged to accept/approve goods in the case of partial or multiple deliveries which have not been stipulated in writing.

9.3. Once notice of defects has been given, FILL shall set the supplier a grace period for subsequent performance free of charge or for a free replacement delivery.

Should the supplier not adhere to the deadline, FILL shall be entitled, without further request and/or notification, to remedy the defects itself or arrange for a third party to remedy them, at the supplier's expense and risk.

9.4. Should the defect be considerable, the supplier shall take back the goods at its own expense, reimburse FILL the price already paid and compensate the substantiated expenses for the time invested in connection with checking the goods and the unsuccessful attempts to remedy the situation. FILL shall in any case be entitled to deduct any reduced value of the defective part from the purchase price.

9.5. FILL shall generally report any defects within 60 days of discovery. Subject to Art. 9.6. below, the warranty period shall amount to 36 months as from receipt or acceptance of the goods by FILL (at the receiving center specified) or at any other delivery location designated by FILL.

9.6. Should the goods supplied be installed by FILL as a component into a product and should the defect only be apparent upon operating the product, FILL may report defects of any kind at any time up to the expiry of the respective limitation period.

9.7. In the event of reporting a defect, the supplier shall be required to reimburse FILL the costs incurred in connection with remedying the defect.

9.8. Should it need to be presumed, in FILL's estimation, that a defect also exists in other parts supplied by the supplier, FILL shall be entitled to recall the parts recognized as being defective, or arrange for them to be exchanged, at the supplier's expense. The supplier shall, at FILL's option, repair or replace all parts already supplied, at its own expense. This shall also apply in the case of a warranty period that has already expired if, in FILL's view, the defective parts can damage other items, or especially put the health and life of individuals at risk.
In addition, the supplier shall be required to compensate FILL for any losses incurred by such an exchange campaign (recall campaign).

- 9.9. FILL may refuse to accept and pay for goods for as long as defects of any kind exist which FILL cannot avert using reasonable means.
- 9.10. In addition, the supplier shall be obliged to assist FILL in repairing goods supplied or carry out such repairs free of charge.

10. Guarantee/Warranty

- 10.1. The supplier is aware that FILL manufactures products and machinery that are utilized worldwide. The goods/products to be supplied in any event must thus conform to the state of the art as at the date of delivery and offer the security which may be expected, taking into account all the circumstances, in particular in light of the presentation of the product, use of the product that can reasonably be expected and the date on which the product was placed on the market, as long as no additional warranties have expressly been made.
- 10.2. In so far as no express warranty agreement and/or particular specification requirements have been stipulated, in regard to the goods supplied the supplier provides a warranty that the goods are free of defects in terms of development and design, that the prescribed material —or, if nothing has been prescribed, a suitable material —has been used, that the material used is free of defects, and also provides a warranty in regard to the processing and assembly, and that the remaining requirements posed in the order and its attachments have been fulfilled.
- 10.3. The supplier knowingly warrants to FILL, as per Art. 9.1, that the goods supplied are in compliance with the applicable statutory and official provisions for their distribution and use in the country of destination, and do not infringe any rights of third parties. The supplier shall be liable, in the same way, for the goods and components supplied by it, but not manufactured by it itself, and/or any services provided. The stipulated warranty or guarantee period shall commence upon acceptance of the goods (see Art. 9.).
- 10.4. The supplier shall provide a warranty – along with the quality and properties as per Arts. 9.1. and 9.2. – that the goods supplied are fully functional, as well as in compliance with any regulations existing at the destination, and that the necessary certificates and marks of conformity, approvals, accreditations, authorizations, any other certificates, etc. exist.
- 10.5. Exclusions or limitations of liability of the supplier are not accepted. Any deviation of the supplier from the legal provisions applicable in Austria with regard to damages and warranty (such as changes in the distribution of the burden of proof, shortening of deadlines, etc.) require the express written consent of FILL to be effective.
- 10.6. The supplier is obliged to insure himself sufficiently against possible damages and risks and to prove this insurance coverage to FILL upon request, to name the insurance company including policy as well as to inform FILL of the seat of the insurance company.

11. Intellectual property rights

- 11.1. The supplier warrants and is liable for the goods not infringing any patents or other intellectual property rights of third parties, either at home or abroad, through the manufacture or delivery of the goods or their use as intended or contractually stipulated. The supplier shall be liable for any losses (including in-court and out-of-court costs) which may be incurred by FILL and its customers due to infringement of any such intellectual property rights.
- 11.2. The supplier may only affix FILL's company symbols and logos to the products with FILL's express agreement, and in the stipulated scope. In this respect, the supplier shall be required to adhere strictly to FILL's specifications.

12. Product Liability

- 12.1. The supplier shall be liable for its goods delivered within the scope of the Product Liability Act.
- 12.2. In regard to the product liability regulations applicable in the various countries, the goods supplied must conform to a corresponding standard of product safety for such countries in which the goods are utilized.
- 12.3. The supplier declares that, by taking out an insurance policy that is customary and sufficient in business transactions, or taking any other suitable precautions, any product liability claims can be satisfied by the supplier to an adequate extent.
- 12.4. FILL shall be entitled to be held harmless by the supplier in regard to any claims, as well as the associated costs, relating to the goods supplied by the supplier being free of defects in accordance with the provisions of the respective Product Liability Act.
- 12.5. In the event of any claims being raised against FILL in connection with a product supplied by the supplier, in particular based on a Product Liability Act specific to the country in question, FILL shall be entitled to name the supplier. In this case, FILL shall be entitled to claim full compensation for damages and recourse from the supplier for any expenditure resulting from such claims being raised.

13. Confidentiality

- 13.1. The order and any associated commercial and technical details are to be treated by the supplier as business and trade secrets. This obligation is to be imposed, in turn, upon any sub-contractors.

- 13.2. This applies, in particular, to any products which are specially developed for FILL. All rights in them shall belong exclusively to FILL. All documents, together with any copies made of them, are to be handed over to FILL upon request.
- 13.3. The supplier shall be obliged to keep any illustrations, drawings, calculations and any other documents and information received strictly confidential. They may only be disclosed to third parties with FILL's express consent. The confidentiality obligation shall also be extended to personal data. It shall also apply once the order has been handled, or if it failed; it shall lapse once and in so far as the manufacturing know-how imparted contained in the illustrations, drawings, calculation and any other documents has become generally known. Any sub-contractors are to be bound by corresponding obligations.
- 13.4. The supplier may only make reference to the business connection with FILL if FILL declares its agreement thereto in writing in advance.
- 13.5. Any breach of confidentiality shall entitle FILL to claim a contractual penalty in the amount of EUR 10,000 plus any claim for compensation for damages that exceeds this amount, which shall not be subject to judicial mitigation, and shall also entitle FILL to rescind the contract immediately.
- 13.6. Any technical and commercial documentation of the supplier shall be treated confidentially by FILL.
- 13.7. Any compensation for damages arising from this is to be paid, and FILL shall be entitled to rescind the contract immediately.

14. Data Storage

- 14.1. Our contractual partner expressly consents with the storage of all data that are of importance for the business relationship and for the processing of orders placed and/or our delivery obligations.
- 14.2. Personal data that are transmitted to us are stored and used exclusively for conducting our contractual relationship and, where appropriate, are forwarded to participating cooperation partners/agents within the scope of performing the agreement, inasmuch as this is necessary to fulfill the agreement. Our customer consents hereto. The provision of personal data is thus voluntary. Our customer is entitled to have personal data deleted at any time (right of rescission).
- 14.3. The data will not be disclosed to uninvolved third parties.
- 14.4. Inasmuch as personal data is stored or otherwise processed, it occurs in compliance with the corresponding data protection laws.

15. Data privacy statement

- 15.1. We take the protection of personal data very seriously and adhere to the basic data protection regulations and the DSG as amended. Your data is only accessible to authorised persons in our company and is used exclusively for processing orders placed with us and within the framework of contracts concluded between us. You will not receive any advertising from us. Further information can be found in the data protection declaration on our website. If you receive our e-mail newsletter, you have asked one of our employees to add you to the mailing list or you have registered. An informal e-mail with "unsubscribe" in the subject line sent to us, and we will remove you from our mailing list.

16. Prohibition on assignment

- 16.1. The supplier shall not be entitled to assign to third parties any claims against us. Payments on our part shall be made exclusively to suppliers. Any retention of title clauses extending to assignment of claims, assignment of balances and acquisition of co-ownership shall not be acknowledged by us.

17. Place of performance

- 17.1. The place of performance for all mutual obligations shall be Gurten, Austria.

18. Applicable law, jurisdiction

- 18.1. Austrian law shall apply to this order and any associated matters. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 18.2. For both parties, the exclusive place of jurisdiction for any disputes shall be the Court having jurisdiction over the subject matter for Gurten, Austria. FILL shall, however, be free to sue the supplier at any other competent court.

19. Final provisions

- 19.1. No remuneration of any kind shall be paid by FILL for drawing up projects, etc.

- 19.2. The supplier shall be obliged to inform FILL in writing without delay if any significant changes occur in its business circumstances or the level of its interest in its company in comparison to the circumstances existing at the time of concluding the agreement.

Such changes exist, in particular, if:

- a third party previously having a shareholding in the supplier's company acquires shares or equities so that it holds at least 25% of the foregoing;
- a party already previously having a shareholding in the supplier's company acquires shares or equities in addition to the shares or equities already held so that it ends up holding at least another 5% of the shares;
- a party previously having a shareholding in the supplier's company acquires at least 50% of the shares or equities of the supplier for the first time;
- the majority of the shares or equities in a parent company/superordinate company of the supplier holding at least 20% of the shares or equities passes to another individual.

A controlling interest or shareholding in the above sense means any direct or indirect control over or investment in a business (such as does a holding company within its group of companies towards a subsidiary), whether exercised directly or indirectly (for example, by way of a trust relationship). In the case of such changes, FILL shall be entitled to dissolve the supply agreement within a period of notice to be freely determined by FILL.

- 19.3. Should any questions of interpretation arise in various language versions of these General Terms and Conditions of Purchase, the German version shall be authoritative.
- 19.4. Should any individual provisions of these General Terms and Conditions of Purchase be invalid, the validity of the remaining provisions shall not be affected thereby.
The contractual language shall generally be German.