ASSMONT GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

1. GENERAL PROVISIONS, SCOPE OF APPLICATION, DUTIES OF CARE

1.1 The Client's (hereinafter referred to as the "AG") terms and conditions of purchase apply exclusively to all transactions between the AG and the Contractor (hereinafter referred to as the "AN"). Any terms and conditions of the AN that conflict with or deviate from these terms and conditions of purchase shall only apply if they are accepted in writing by the AG. The AG's GTCP shall also apply in the event the AN performs the contract in full knowledge of any terms and conditions of the AN that conflict with or deviate from the AG's terms and conditions of purchase and without raising any written objection.

1.2 The Terms and Conditions of Purchase are available online at www.assmont.com.

1.3 All agreements made between the AG and the AN for the purpose of fulfilling this contract must be set out in writing.

1.4 Requests from the AG are non-binding. The AN's quotations are free of charge to the AG and must correspond exactly to the text of the request and any accompanying documents, and they are binding. Any deviations must be clearly marked. Alternatives may be offered separately and must meet all the requirements of the product requested.

1.5 Orders are only legally binding if they are made on the AG's order form. Verbal or telephone orders require subsequent written confirmation by the AG to be valid. In principle, only agreements and terms and conditions accepted in writing by the AG shall be deemed to have been agreed.

1.6 For each order the AN must send an order confirmation, which, however, has no effect on the legal validity of the order.

1.7 All correspondence relating to the contract or the order must be conducted with the AG's project manager named in the minutes of the negotiations, quoting the order and project numbers. Agreements with other departments generally require the written consent of the AG's project manager, otherwise which they shall be null and void.

1.8 Where master agreements or fixed-price agreements have been concluded between the AG and the AN, these shall take precedence. They shall be supplemented by these Terms and Conditions of Purchase to the extent necessary.

1.9 Should production documents (such as drawings, parts lists, etc.) be incomplete, contradictory or otherwise objectionable, the AN is obliged to clarify the matter with the AG before production commences. In the event that the AN fails to inform the AG in advance, the AN shall fully indemnify and hold the AG harmless in this regard. The determination of the valid drawings shall be guided by the revision status.

2. PRICES

2.1 The prices on which the order is based are fixed prices and include packaging, preservation, transport insurance, export customs clearance and delivery, carriage paid to the destination in

accordance with the latest valid version of INCOTERMS. If prices and conditions (packaging, etc.) are not already specified in the AG's order but are only communicated to the AG at a later date, they shall only become valid once they have been accepted in writing by the AG.

2.2 If the supplier is required to provide material samples, test certificates, quality documents or other documentation as per the order, the payment term shall only commence after full delivery of the goods and the complete delivery and verification of the required documents.

2.3 The AG shall not recognise any prices and/or order quantities exceeding those stated in the order. If no prices have been agreed, the locally customary prices and terms shall apply; for further orders, those prices and terms shall apply which were paid in the last business transactions.

2.4 For deliveries to one of the AG's construction sites or delivery locations, the agreed prices are as described above and include unloading.

3. DELIVERY DATE

3.1 The stipulated delivery date is binding. The AN is obliged to notify the AG in writing as soon as possible, stating the reasons, if there is a risk of a delay in delivery. The AG reserves the right to set a reasonable grace period or to withdraw from the contract without setting a grace period. In both cases, the AG shall be entitled, without proof of damage and irrespective of fault, to charge the AN a contractual penalty of 1% of the net value of the order for each day by which the agreed delivery date is exceeded, subject to a maximum of 10% of the total net order value, without any right of judicial mitigation. This does not preclude the assertion of further claims for damages arising from the delay. The contractual penalty shall not be deemed waived if the delivery is accepted and/or paid for, either in whole or in part, with or without reservation.

3.2 Any penalty obligations incurred by the AG as a result of the AN's delay shall be transferred to the AN on a one-to-one basis. The AN shall be obliged to compensate the AG in full, within the scope of its duty to mitigate damages and without any right of judicial mitigation.

3.3 Deliveries prior to the specified delivery date may only be made following prior written confirmation from the AG. In the event of non-compliance, the AG reserves the right, if necessary, to return the delivery at the AN's expense.

3.4 Should a delay in delivery arise due to force majeure or subsequent instructions from the AG, the AN must notify the AG of this immediately in writing. If no written notification is provided, the delivery date shall remain unchanged. In the event of a justified written request to extend the delivery date, this may be agreed in writing, provided that any extension of the delivery dates is cost-neutral for the AG.

4. DELIVERY / SHIPPING INSTRUCTIONS

4.1 Unless otherwise agreed, deliveries must generally be made free to the agreed destination, including appropriate packaging and transport insurance.

4.2 Partial deliveries may only be made with the AG's written consent. In such cases, invoicing may only take place after the order has been delivered in full.

4.3 Letters, dispatch notes, invoices, accompanying documents, consignment notes, etc. must mention the full project and order number.

4.4 A delivery note in duplicate must be enclosed with each individual consignment. The delivery note must be clearly assigned to an order. In addition to a sequential number, it must content the type, quantity and weight, and must comply with any other requirements specified in the order form or minutes of negotiations. The customs tariff number must be mentioned (where required).

4.5 The AN must ensure careful and proper packaging, taking into account the risks of transport. The packaging must correspond to the contents and the relevant specifications and requirements as set out in the order form or negotiation protocol (e.g. IPPC standard for overseas transport). The packaging materials used must not incur any disposal costs before they are collected by the AN. Each package must be clearly identifiable by means of labelling in accordance with the order or minutes of negotiations.

4.6 The AN shall be fully responsible for any delay resulting from non-compliance with the delivery and dispatch regulations.

4.7 Excess deliveries require the prior consent of the AG. The payment schedule will not be adjusted.

4.8 Delivery must be made in accordance with the shipping regulations specified in the order. In the event of non-compliance with the shipping regulations, the AG is entitled to refuse acceptance of the delivery and to return it at the AN's expense and risk. Non-compliance with the shipping regulations entitles the AG to charge the AN for all consequential costs.

4.9 The AG has no obligation to inspect the goods immediately or to raise a complaint regarding defects. The signing of delivery notes or receipts merely confirms the transfer of the goods, but says nothing about their condition, quantity or functionality. Notification of defects in a delivery shall be deemed timely if it is made within 5 days in the case of apparent defects and within 6 weeks in the case of hidden defects from the date of discovery. In relation to goods, which are normally left in their packaging until they are used (e.g. assembly), defects which only become apparent upon removal from the packaging or during processing shall be deemed hidden defects.

4.10 In the event of defects that do not justify rescission, the AG shall, at its discretion, be entitled to a price reduction, rectification or replacement. If the AN fails to comply with a request for rectification within the period specified by the AG, the AG shall be entitled, without further notice, to have the rectification or replacement carried out by a third party at the AN's expense.

4.11 For shipments from or to countries subject to customs duties, all documents required for customs clearance (e.g. certificates of origin or other documents listed in the minutes of negotiations) must be send to the customs agents and all relevant authorities and institutions in good time, duly issued, in sufficient numbers and in the languages required for export or import. All costs arising from delayed customs clearance due to incorrect documents and accompanying papers shall be borne by the AN.

5. TRANSFER OF RISK

The transfer of costs and risks shall be determined by mutual agreement. If no mutual agreement is reached, delivered at place in accordance with Incoterms 2020 shall be deemed to have been agreed.

6. WITHDRAWAL FROM THE ORDER

The AG is entitled to declare immediate withdrawal from the contract:

- if reorganisation proceedings are opened in respect of the AN's assets and the AG is likely to suffer significant disadvantages as a result,
- if insolvency proceedings are opened in respect of the AN's assets or if the opening of such proceedings has been refused due to insufficient assets,
- if circumstances exist which clearly render the proper fulfilment of the order impossible and for which the AG is not responsible.

7. INVOICING

7.1 Invoices can only be processed by the AG if they have been recorded. Therefore, every invoice must include the AG's order number, the delivery address, the name of the person placing the order and the delivery date. Should delays occur because the invoice has not been issued correctly, this is the AN's responsibility. Invoices lacking these details will be returned without exception.

7.2 Unless otherwise agreed, all invoices must be sent to invoice@assmont.com. The invoice items must correspond to the AG's order items and must be submitted together with the invoice and all necessary supporting documents (delivery notes signed by the AG, agreed documentation). Under no circumstances may invoices be enclosed with the goods. All invoices must state the method of dispatch in addition to the order details. Invoices for services must also be supported by appropriate documentation (service records must be signed by the AG's site manager). The AG is entitled to a 14-day review period from the date of receipt (postmark). Incomplete or non-compliant invoices will be returned to the AN.

7.3 If invoices are returned by the AG as incomplete, non-compliant or unjustified, such invoices shall have no legal effect vis-à-vis the AG and shall be deemed not to have been issued.

8. PAYMENTS

8.1 Unless otherwise agreed, payments are generally due within 90 days net of the date of receipt and verification of the invoice.

8.2 Payments by the AG are made only once a week. Therefore, all payments shall be deemed to have been made on time and within the payment period if the payment instruction to Bank is issued within one week of the date relevant for the discount period or the due date.

8.3 Payment shall not constitute an acknowledgement of the correctness of the delivery, nor a waiver of any of the AG's rights.

8.4 Any counterclaims of the AG may be set off against the payment.

8.5 The AN is not entitled to assign its claims against the AG to third parties.

8.6 The AN is not entitled to set off claims against the AG.

9. INFORMATION SECURITY

The AN shall ensure an appropriate level of information security and implement suitable technical and organizational measures to protect the confidentiality, integrity, and availability of information. Any security incidents that may affect the AG shall be reported without undue delay. These obligations shall also be imposed on any subcontractors or third parties engaged by the AN. Upon request, the AN shall provide appropriate evidence of compliance.

10. CONFIDENTIALITY

10.1 All documents made available to the AN by the AG and/or its vicarious agents in the course of order processing shall remain the property of the AG.

10.2 The AN must treat all information as confidential from the time of the enquiry, in particular upon conclusion of the contract. The AN undertakes to treat these documents as confidential and to maintain the confidentiality of all information arising from the business relationship with the AG, in particular information regarding quantities, prices, suppliers, customers, etc. Any breach may be punished with a penalty of up to 10,000 euros.

10.3 The confidentiality obligation shall apply for an indefinite period, i.e. even after the business relationship has ended.

11. WARRANTY

The warranty period begins upon commissioning or rather processing or acceptance of the delivered goods by the end customer. Unless otherwise agreed, the warranty period is 5 years or the duration prescribed by law, if this is longer than 5 years.

12. PRODUCT LIABILITY

In the event that a claim is made against the AG, the AG is entitled to be fully indemnified and held harmless by the AN for all costs arising from the defectiveness of a delivered product. The AN undertakes, at any time upon the AG's request, to name the manufacturer or its upstream suppliers.

13. APPLICABLE LAW AND JURISDICTION

Should any disputes arise in connection with this contract which cannot be settled amicably despite the good will of both parties, the competent court in Klagenfurt, Austria, shall be called upon to make a final decision. Austrian law shall apply, to the exclusion of the conflict-of-law rules of private international law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14. MISCELLANEOUS

14.1 Amendments and additions to these General Terms and Conditions of Purchase, as well as any other agreements, must be in writing to be valid. Any deviation from the written form requirement is excluded.

14.2 Should one or more of the provisions of these General Terms and Conditions of Purchase or of the other agreements be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely approximates the economic purpose of the invalid provision and the intention of the parties. The same applies to any unintended gaps in the Terms and Conditions of Purchase or in the contract.