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General Terms and Conditions of Purchase

(dated as of March 2017)

1. Scope
 - 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") shall apply exclusively to all orders and purchases by F.LIST GMBH, A-2842-Thomasberg, F.List-Strasse 1 (hereinafter referred to as "F. List"). These GTCP shall also apply to all such future orders and transactions between the parties without the need of express reference to these GTCP.
 - 1.2. Terms and conditions which differ, contradict or supplement these GTCP, in particular general terms and conditions of the supplier shall in any event be deemed waived and shall not apply even if F. List is aware of their existence.
 - 1.3. Any modifications or additions to these GTCP need to be in written form in order to be legally effective. A transmission by facsimile or email shall be sufficient to meet the requirement of written form. Any deviation from this written form requirement must also be in writing.
2. Conclusion of the Contract
 - 2.1. In order to be legally effective, each individual order issued by F. List needs to be in written form. Electronic transmission shall be sufficient to meet the requirement of written form. In the event the written order deviates from the original request or the non binding notification of an order, the written order shall be deemed accepted unless the supplier notifies F. List about his rejection in writing within one week.
 - 2.2. The supplier shall be bound by his offers issued to F. List for a period of 4 weeks from the date of receipt by F. List.
 - 2.3. Unless otherwise individually agreed in writing, the order shall include any necessary supplementary, supportive and additional deliveries and services which are covered by the agreed price. For the avoidance of doubt, this shall include installation and assembling services, running trial operations including the provision of all necessary commodities such as operating materials, lubricants and test materials. Additionally, the order shall include the provision of required training measures and the handover of German user manuals and technical documentation.
 - 2.4. The supplier is obligated to review all requests, documents, information and orders issued by F. List for ambiguities and incompleteness and to check whether the object ordered is suitable for the intended purpose of use. The supplier shall immediately inform F. List of any recognizable faults or concerns in writing. Additionally, the supplier shall at no charge provide F. List with tips or suggestions for correction or improvement within a reasonable period of time.

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- 2.5. The acceptance of an offer from the supplier by F. List needs to occur in written form to be legally effective, however, an electronic submission shall be sufficient.
- 2.6. The acceptance of an order by the supplier may not only occur expressly or implied but in case of an existing business relationship between F. List and the supplier, the order from F. List may also be accepted tacitly if the supplier remains silent for more than one week.
- 2.7. The supplier is requested to confirm orders in writing. Such written confirmation, however, is not a prerequisite for the conclusion of the contract. The acceptance of an order by the supplier is to be determined pursuant to Section 2.6.
- 2.8. After the receipt of an order confirmation, F. List is not obligated to point out again that these GTCP shall apply exclusively and that terms and conditions contradicting these GTCP shall be deemed as waived.
- 2.9. In the event the order confirmation according to Section 2.7 differs from the order, the supplier shall clearly indicate this fact in the order confirmation and point out such deviations. Any deviations and subsequent modifications by the supplier must be confirmed in writing by F. List to become legally effective.
- 2.10. Offers from the supplier to F. List can be submitted in any possible form.
- 2.11. Any contracts entered into between the supplier and F. List shall be conditional upon the approval by F. List's management. As a consequence, F. List shall be free to reject any initiated transaction within a reasonable period of time. These rejected transactions shall be deemed to have never been concluded in the first place.
3. Intellectual Property Rights
 - 3.1. All rights of F. List in any works and documents protected by copyright or otherwise, such as drawings, plans, designs of any kind, know-how, patents etc. are explicitly reserved. Such works, documents, know how, designs of any kind, patents etc shall neither be used for the supplier's own purposes nor be made available or transferred to a third party without the prior approval of F. List, which needs to be obtained in writing on a case by case basis. In cases of doubt, such approval by F. List shall be deemed to have not been granted.
 - 3.2. In the event the supplier or a third party fulfilling F. List's order on behalf of the supplier creates tools, models, designs, devices, computer programs etc, any rights, interests and title thereto, including exclusive rights to use and exploit, shall be transferred exclusively to F. List upon payment of the purchase price. Notwithstanding the foregoing, title to movable objects shall be transferred by way of *constitutum possessorium* (pursuant to Section 428 of the Austrian Civil Code) already before the actual physical transfer has occurred. Any of the aforementioned rights may be transferred in whole or in part to third parties without obtaining the supplier's approval. For the avoidance of doubt, this shall include the right to modify, duplicate, distribute or otherwise exploit such tools, models, designs, devices,

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computer programs etc without any limitations. The use of such tools, models, designs, devices, etc. by the supplier for the fulfillment of third party orders is prohibited.

4. Delivery/ Delay/ Shipment/ Acceptance

- 4.1. The delivery date specified in F. List's order shall be binding and means the date of receipt. Advance deliveries or partial deliveries need to be accepted by F. List in advance. In the case of an over-delivery, which exceeds the ordered quantity, F. List shall be entitled to choose to accept the goods against payment or to return them at the expense and risk of the supplier.
- 4.2. The supplier guarantees to fulfil all preconditions necessary for the completion of the order, including but not limited the availability of sufficiently qualified personnel, technical facilities, intellectual property rights, know-how etc.
- 4.3. Furthermore, the supplier guarantees to hold all regulatory and other authorizations, rights, permits or licenses, regardless of whether they are subject to public or private law, which are necessary for the execution of the order.
- 4.4. F. List is entitled to decline the acceptance and reject a deficient delivery or service, regardless of the severity of the defect. As a consequence, the supplier's delivery shall be in delay. To the extent the supplier is obligated to provide material tests, test protocols, documents regarding quality or other documents, the delivery shall only be complete following receipt of these documents.
- 4.5. In the event the supplier's delivery is in delay, F. List shall – without prejudice to any further claims including but not limited to the right to claim damages, performance etc. – be entitled to withdraw from the contract following the lapse of a reasonable grace period. As a consequence, any costs arising thereof, including potential consequential costs, shall be borne by the supplier. In addition, F. List shall be entitled to engage a third party to fulfill the obligations of the supplier and the additional costs arising thereof shall be borne by the supplier. The acceptance of the delivery or service at the place of delivery is decisive for meeting the agreed delivery time.
- 4.6. Deliveries shall be made according to "Incoterms 2000" under the delivery terms and at the delivery destination indicated in F. List's order. If on an exceptional basis different delivery terms are agreed in writing, the shipment instructions issued by F. List must be followed strictly.
- 4.7. Shipment requires packaging that is suitable to protect the goods from damages resulting from forces which are usual for this kind of transport. F. List shall not bear any packaging costs.
- 4.8. Each delivery shall have a delivery note enclosed which includes the order number and the item number from F. List. In the event a consignment consists of more than one package, each package shall be furnished with the order data of F. List and a packing note. F. List is

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entitled to refuse the acceptance of the delivery if the appropriate delivery documentation is lacking.

4.9. In the event of deliveries the total value of which exceeds EUR 35,000 (EURO thirty-five thousand), excluding VAT, a formal acceptance procedure with a written protocol may be applied.

5. Warranty for material defects and defects in title

5.1. The supplier warrants that the ordered goods and services are free from defects and free from rights and claims of third parties, in particular including claims in respect to intellectual property rights. Moreover, the supplier warrants that the ordered goods and services fully comply with the characteristics contractually agreed on and meet the requirements of F.List.

5.2. The warranty period shall be 38 months notwithstanding any deviating written agreements concluded on a case by case basis. This period starts with the acceptance of the goods by F.List, in case of defects in title and other hidden defects or errors according to Section 5.1. with the discovery of such defect. In case a defect or error arises within 12 months after the handover of the ordered goods and services, it shall be assumed that this defect or error existed already at the time of handover. Any obligations to notify defects according to Sections 377, 378 Austrian Companies Act (UGB) shall be explicitly waived.

5.3. In case the supplier is not complying with his warranty obligations within an appropriate timeframe after the notification of the defect, F.List is entitled to remedy the defect or error on its own or by engaging a third party at the expense of the supplier.

5.4. F.List is entitled to withhold 5% of the contract value as a financial retention to safeguard its warranty claims for the duration of the warranty period. The supplier is entitled to replace this financial retention by providing an abstract bank guarantee. It is permitted to provide one single bank guarantee for more than one project.

5.5. Otherwise all statutory claims and rights of F.List remain unaffected.

6. Cancellation by F. List

F. List is entitled to cancel the order at any time. As a consequence, F. List compensates the supplier for all expenses already incurred with regard to the cancelled order. In the event the goods were already produced based on an order containing individual requirements and specifications of F. List, the supplier shall be entitled to claim compensation for any prime costs documented in detail, provided that such goods cannot be used or disposed of otherwise.

7. Withdrawal from the contract

F. List is entitled to withdraw from the contract for good cause as follows:

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- a) Upon receipt of an insolvency filing from the supplier by court. The withdrawal must be declared before the insolvency proceedings starts.
- b) In case of a rejection of supplier's insolvency filing by court.
- c) In case the supplier discontinues payments before insolvency proceedings have been initiated.

8. Reporting obligation - Contractual penalty

The supplier is obligated to inform F. List immediately in writing of any intended insolvency filing. In case of a violation of this obligation, the supplier shall pay a contractual penalty in the amount of EUR 10.000 to F. List, whereas such penalty shall not be subject to mitigation by court.

9. Prices/ Invoicing / Payment

- 9.1. The prices stated in the order are fixed prices (including all costs, fees, taxes and duties) and therefore, remain firm until the completion of all deliveries and services pursuant to the order. Whenever providing a cost estimate the supplier guarantees for its correctness.
- 9.2. Irrespective of the beginning of the statute of limitation and regardless of the acceptance of partial deliveries, invoices shall become due only after the ordered goods or services have been accepted fully and free from defects and a proper invoice has been issued. Likewise the discount period starts after the complete delivery of the ordered goods or services and after a proper invoice has been issued.
- 9.3. Notwithstanding any deviating written agreements in individual cases, invoices issued to F. List shall become due for payment within 60 days after complete delivery and issuance of a proper invoice. Supplier grants a discount of 3 % for payment within 30 days. Payments shall always be deemed to have occurred on the date when F List's bank account is charged. Payments by cheque shall be deemed to have occurred one working day following the cheque's submission.
- 9.4. In case of payment by installments (down payments) F. List is entitled to withhold 10 % of the invoice as a financial retention. The payment of installments or down payments shall never be interpreted as a pre-acceptance.

10. Retention of title

Title to goods delivered by the supplier shall pass to F. List in line with Article 3.2 of these GTCP at the latest upon delivery. Any retention of title claimed by the supplier shall be invalid.

11. Liability/ Joint liability/ Retention/ Right to withhold service

- 11.1. Any liability of F. List and of third parties acting on behalf of L. List for pecuniary losses shall be excluded in the event of slight negligence.

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- 11.2. Several suppliers shall be jointly and severally liable to F. List as co-debtors.
- 11.3. Any of the supplier's rights of retention or rights to withhold services shall be waived to the extent legally permitted. Disagreements shall not entitle the supplier to withhold scheduled services and to retain deliveries.
12. No right to set-off
- The supplier shall not be entitled to set off any of his claims against F. List, based on which grounds whatsoever, against any of F. List's claims.
13. Invalidity
- If any provisions of these GTCP are held to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. In such case the invalid provision shall be deemed to be replaced by such provision that corresponds closest to the meaning and economic purpose of the invalid or unenforceable provision and the intention of the parties.
14. Notices
- 14.1. Any notice shall be made in the form stated in these GTCP, otherwise in the form required by law, and shall be directed to the last address announced in writing. The transmission by facsimile shall satisfy the written form unless these GTCP provide otherwise.
- 14.2. Supplier shall notify F. List in writing without undue delay if supplier changes its business address, otherwise a notice submitted to the business address last announced by the supplier shall be deemed to be received and legally effective. Unless expressly stated otherwise, the date of dispatch shall be the relevant date to determine whether a notification has been served in due time.
15. Place of performance/ Jurisdiction/ Applicable law/ Statute of limitation
- 15.1. The place of performance for all obligations resulting from the business relationship hereunder is the seat of F. List, 2842-Thomasberg.
- 15.2. The competent court of Wiener Neustadt, Austria, shall have exclusive jurisdiction for all disputes arising from purchase transactions hereunder. However, F. List is also entitled to file a suit against the supplier at the supplier's general place of jurisdiction.
- 15.3. Austrian substantive law shall apply exclusively, excluding the UN Convention on the International Sale of Goods and the conflict of laws provisions.
- 15.4. All claims of the supplier need to be asserted by filing suit within one year after the due date, otherwise such claim shall be statute barred. The relevant date to determine whether a claim has been filed in due time shall be the date of receipt of the claim by court.

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16. Additional conditions for working with materials, tools, samples and/or other items which are provided by F. List
- 16.1. All materials, substances, tools, samples and/or other items provided by F. List to the supplier or to a third party based on supplier's request, shall remain the sole property of F. List. Therefore, any disposal which might limit the property rights of F. List is prohibited. The supplier is obligated to make F. List's sole ownership evident to third parties by any possible means at any time. The supplier is obligated to treat such materials, substances, tools, samples and/or other items with due care and to store them diligently.
- 16.2. Notwithstanding any other rights and obligations, upon F. List's request the supplier is obligated, to hand over the materials, substances, tools, samples and/or other items provided including any workpieces produced by the supplier. This shall apply including without limitation if an insolvency proceeding against the supplier has been initiated or dismissed due to lack of assets or F. List's withdraws from the contract for whatever reason.
- 16.3. The supplier shall inform F. List immediately in writing of any events concerning F. List's property , including but not limited to seizure, confiscation, third party claims etc . Additionally, the supplier needs to take all actions, regardless of whether judicial or extrajudicial measures, which are necessary to prevent infringements of F List's property at supplier's sole cost and risk.
- 16.4. Upon request by F. List, the first article has to be provided to F. List for inspection purposes, in particular for inspection before acceptance.