

## General Terms & Conditions of Sale and Delivery

### 1. Scope and Validity

These “General Terms and Conditions of Sale and Delivery” apply to all deliveries and services of **HALE GmbH** (hereinafter referred to as the “Seller”) equally to the extent that the parties to the agreement have not agreed other terms and conditions expressly and in writing. Terms and conditions used by the contract partner (hereinafter referred to as the “Buyer”) are only applicable insofar as they do not contradict the “General Terms and Conditions of Sale and Delivery” of the Seller and if they are acknowledged by the Seller expressly and in writing before orders are placed; in particular, no contract actions taken by the Seller shall be interpreted as an agreement to changes, amendments and/or supplements to this “General Terms and Conditions of Sale and Delivery”.

### 2. Offers and Orders of the Buyer

All offers and marketing devices of the Seller, especially all drawings, plans, or other disclosures, including any reference to material, weight, dimensions, price estimates, etc., are in each part non-binding, unless otherwise expressly stated in writing. The agreement or the acceptance of any order of a Buyer requires a written order confirmation or at least an email confirming the order on the Seller’s part and shall not be binding otherwise, except if the Seller dispatches the Buyer’s requested good.

### 3. Prices

All prices are to be regarded ex-works and solely include standard packaging of the goods; costs for special packaging, loading, transportation and transportation insurance shall be borne by the Buyer if not differently agreed in writing. The Seller is entitled to adjust the price in case the period of time between contract conclusion and delivery date agreed is longer than [6] months, and relevant cost elements (especially prices of raw materials and transportation) have changed to a reasonable degree. The Seller may, however, also adjust the price in case the client has, after conclusion of the contract, demanded adjustments in delivery date, quantity, or quality of the good.

## 4. Payment

Unless otherwise agreed, the agreed price shall be paid in Euros in two installments. The Buyer shall make a down payment in the amount of 70 % of the agreed price at contract conclusion (payment of the down payment is a condition precedent to the effectiveness of any order). The second payment in the amount of the remaining 30 % of the agreed price shall be due for payment before shipment without delay upon presentation of an invoice by the Seller. The Seller is entitled to postpone any agreed or envisaged shipment until the total amount has been transferred into and is available on the Seller's bank account. The parties agree on default interest at the rate of 8% p.a. Associated fees and charges of any kind are payable by the Buyer. Moreover, in the case of delayed payments, or the opening of bankruptcy or insolvency proceedings for the purchaser's assets, the Seller shall, at his own discretion, be entitled to retain all deliveries and services, to withdraw from all unfulfilled parts of the contract or to supply any outstanding services only with payment in advance or with security without having to grant a period of grace before. All other rights of the Seller remain unaffected thereof.

## 5. Delivery, Fulfillment, Distribution of Risk

Unless otherwise agreed, all deliveries shall be EXW **Garnisonstrasse 7, AT-4560 Kirchdorf an der Krems, Austria** as per latest Incoterms (currently Incoterms 2010). The Seller shall be entitled to carry out part or advance deliveries and to present partial invoices for such partial and advance deliveries. Unless explicitly agreed otherwise in writing, delivery dates and deadlines are always considered to be only approximate; exceeding or falling short of these dates by up to 10 working days is, however, deemed to be on time. Solely after the expiry of this period the Buyer shall be entitled to withdraw from the contract after setting an appropriate period of grace of at least 14 days. However, the Buyer shall be only entitled to withdraw regarding partial deliveries he cannot make appropriate use of on their own without the undelivered goods. If the Seller is unable to provide the pertaining goods within the granted period of grace, the Buyer shall return to the Seller at his own expense the goods that cannot be used.

## 6. Reservation of title

The Seller retains all rights of ownership of the goods supplied until complete payment of the purchase price. Resale of retained goods shall only be possible with the Seller's written consent. The Buyer shall, however, assign all claims arising out of such resale of the goods to the Seller, Assertion of the reservation of ownership by the Seller does not imply any withdrawal from the contract, except if otherwise expressly stated. In the event of claims by third parties on the goods subject to retention of title, in particular in the case of attachment, the Buyer shall take the full risk for the retained goods, in particular for its destruction, loss or deterioration.

## 7. Statutory Warranty, Obligation to examine and give notice

The Seller undertakes to correct defects affecting the usability of the goods to the extent that these defects are the result of defective materials or manufacturing. Obvious defects must be reported to the Seller in writing within 7 days after receipt of the goods and hidden defects within 7 days after discovery. Such report has to include a detailed description of the defects including meaningful pictures of goods and packaging and/or deficiencies claimed by the Buyer. The burden of proof concerning the existence of any defect, its existence before the transfer of the risk and its relevance under the warranty is on the Buyer. The Buyer shall reimburse the Seller for all costs incurred as a result of an unjustified claim.

Unless inconsistent with mandatory legal provisions, warranty claims are limited at Seller's option to correction of the deficiency defect or replacement of the goods within a reasonable period or the reduction of the purchase price. If not differently agreed in writing, the warranty period shall be 6 months commencing on the date of delivery of the goods (transfer of risk). Any works or deliveries by the Seller due to warranty claims do not extend the original warranty period. Warranty will cease immediately, if the goods are modified, reworked, changed or adapted by the Buyer or third parties without written consent of the Seller. Special items sold at discount prices shall not be subject to any warranty.

## 8. Damages

As far as legally permissible, all claims for compensation against Seller are excluded, unless such claim relates to an act of intent or gross negligence. The burden of proof - in particular concerning the occurrence of any damage, its amount and causal link - is on the Buyer. As far as legally permissible, the liability of the Seller is limited to damages which arise to the object of delivery itself. The Seller assumes no liability for indirect or consequential damages. The Seller is in no account liable for loss of profits or revenue or any increased or abortively or additionally retained (production) costs (e.g. resulting from production breakdown or production standstill). Further, any liability of the Seller shall generally be limited to the amount of the typical and foreseeable damage and to the pertaining purchase price of the respective good(s).. Damages claims expire after six months from knowledge of the damages and damaging party, but in any case after one year from passing of risk.

If an order is carried out according to the Buyer's design specifications, drawings or models, the Seller's liability does not extend to the correctness of design and only to the conformity of the design to the buyer's specifications. The Buyer must indemnify and hold harmless the Seller if any claims are asserted by third parties against the Seller due to an infringement of protective rights of third parties.

The parties expressly agree that Seller assumes no liability whatsoever associated with any material which has been provided by Buyer or by any third party on Buyer's behalf. Any condition of or circumstance involving the goods (in particular, quality, design, condition etc.) related to the material provided by Buyer or by any third party on its behalf, may not be subject to any claim for warranty or damages against the Seller.

## 9. Product Liability

All and any regress claims raised against the Seller by the Buyer or third parties based on product liability in the meaning of the Austrian Law on Product Liability (PHG) are expressly excluded, unless the claimant can prove, that a defect was caused in the sphere of responsibility of the Seller and was caused at least by gross negligence of the Seller.

## 10. Governing Law and Jurisdiction

This contract shall be governed by and construed in accordance with Austrian law, with the exception of (a) the UN Sales Convention (“CISG”) and (b) the conflict of law rules of Austrian private international law. If the Buyer has its statutory seat within the European Union or an EFTA State the designated court competent for the seat of the Seller shall have exclusive jurisdiction. If the Buyer has its statutory seat outside of the European Union or an EFTA State, all disputes arising out of or in connection with contract concluded between the Seller and the Buyer shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be Vienna. However, the Seller shall be entitled, at its own discretion, to alternatively bring an action against the Buyer at the Buyer’s venue.

## 11. Miscellaneous

The Buyer may only offset against undisputed or legally confirmed receivables or in case the Seller has acknowledged expressly. The Buyer is entitled to retain only a reasonable part of the payments due even in case of legally justified reclamations. The seller is entitled to store, communicate, process and delete personal data relating to the Buyer in the context of business dealings. The seller is also entitled to use photos of the products he has taken by himself for own marketing purposes. He is also entitled to use photos received from the Buyer for own marketing activities gratuitously if not otherwise agreed in writing.

## 12. Severability

Should any provision of these “General Terms and Conditions of Sale and Delivery” or any provision of an agreement individually concluded between the parties be invalid, the validity of the remaining provisions of these “General Terms and Conditions of Sale and Delivery” or of the individual agreement shall not be affected. The same shall apply accordingly to gaps in these “General Terms and Conditions of Sale and Delivery” or the individual agreements, if any.