

General Terms and Conditions of Sale of Spare Parts

I. Scope

1. The following General Terms and Conditions ("GTC") shall govern the sale of spare parts ("Goods") specified in the order placed with FRITZ SCHÄFER GMBH & CO. KG or one of its affiliated companies (Sec. 15 AktG [German Stock Corporation Act]) (hereinafter "SSI"). The term "Customer" shall mean the party to whom Goods are sold or supplied to.

2. In the event of any ambiguity or conflict among or between provisions of the GTC and any provisions of an inquiry or offer, the GTC shall prevail. Further, any general terms and conditions of the Customer are excluded and not applicable; in particular, but not limited to, no inclusion shall be affected by conclusive behaviour in such a way that the Customer recognizably refers to any general terms and/or conditions and SSI doesn't object to their validity. Notwithstanding certain provisions explicitly mentioned in the order confirmation by SSI, as agreed between the parties, such as but not limited to warranty, payment or delivery related matters, which shall prevail the stipulations herein in case of deviations.

3. All offers shall be subject to change without notice unless they are explicitly stated as binding.

II. Prices and Payment Terms

1. In the absence of a specific Incoterm in the order confirmation, all prices are quoted in Euro, FCA respective SSI manufacturing site (INCOTERMS 2020), excluding packaging and freight, statutory VAT or any other taxes, duties and fees. Those taxes, duties or fees will be added to the price in case applicable and must be borne by the Customer.

2. Payment is to be made in full within 30 days from the date of invoice. Invoices will be dated the day on which the Goods are ready for shipment. In cases where shipment or collection of the Goods is delayed at the request of the Customer, SSI shall have the right to store the Goods on the account and at the risk of the Customer until shipment or collection. If payment of the contract price or if any other sum payable by the Customer is not made on the due date, SSI may suspend manufacture, delivery or supply of any further Goods and/or services and terminate any unexecuted order with the Customer without prejudice to any other remedy which SSI may have.

3. Payment of the invoice may not be withheld due to non-fulfilment of the order in minor respects.

4. The Customer shall pay all accounts in full and is not allowed to exercise any right to set off or counterclaim against invoices submitted.

5. Discounts are only applicable (i) if they are agreed upon in writing and (ii) if payment is made within the payment term specified on the invoice. Non-compliance with the payment terms results in the cancellation of such discounts.

6. If the agreed payment date is exceeded, interest shall be charged at the statutory rate of 9.2% p.a. above the applicable ECB's basic interest rate.

7. Persistent non-compliance with our payment terms will result in outstanding payments becoming due immediately. This shall also apply if SSI is made aware of circumstances creating reasonable doubt about the credit worthiness of the Customer, in which event SSI shall be entitled to make pending deliveries subject to advance payment in full.

III. Delivery

1. SSI will use its best endeavours to complete the order in due time, however all dates or periods quoted or specified for the delivery of Goods are to be treated as estimates only and shall not be binding unless agreed and stipulated otherwise in writing. SSI shall not be liable for any loss or damage resulting directly or indirectly from any delay. The transfer of risk shall be transferred with the respective Incoterm.

2. SSI will deliver, in case the order confirmation contains deviating INCOTERMS, as close as possible to the respective location to the extent that safe road conditions are given. The Customer shall provide its personnel at its own expense during normal working hours for unloading and stacking, on the date notified by SSI for delivery. Damage due to inadequate site access or careless unloading shall be at the Customer's risk.

3. In case a delivery date is explicitly agreed and stipulated as binding and SSI, for reasons solely attributable to it, fails to substantially meet a date agreed for the delivery, after a grace period of four (4) weeks, it shall pay liquidated damages for delay equal to half a percent (0,5%) of the value of the Goods that cannot be delivered on time for each full week of delay, up to a maximum of five percent (5%) of the total order value, always provided that such liquidated damages shall be the sole and exclusive remedy for any damages resulting out of the delay.

4. The noncompliance with agreed delivery dates attributable to force majeure, labour actions, or other circumstances beyond SSI's control, e.g. hindrances on the part of the Customer, shall result in an appropriate extension period, where applicable. Should such delay exceed ninety (90) days, SSI shall be entitled to fully or partially revoke the unfulfilled contractual portion.

5. The Customer shall inspect the Goods promptly upon their arrival. The Customer shall report any claim for damages, defects or nonconformity, together with photographic evidence of the damage to the Goods within seven (7) calendar days after delivery with written notice to SSI. Failure to make such claim or give such notice within the stated period shall constitute an irrevocable acceptance of the Goods and an admission that

such Goods have been received by the Customer in good condition, free of damage and that they fully comply with all the terms and conditions.

IV. Retention of Title

1. SSI reserves the ownership of any and all Goods delivered, until they have been paid for in full.

2. In case of Customer's default in payment, SSI shall be entitled to demand the return of the delivered items and the Customer shall be obliged to return them at his own expense.

V. Warranty

1. Subject to the conditions set out below, SSI warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material, design and/or workmanship for a period of 12 months from the date of their initial delivery.

2. Technical data, drawings, reports and any other information or documents whatsoever which SSI has submitted to the Customer in the course of or prior to the execution of this contract together with the copyright therein are intended merely to present a general idea of the Goods described therein and none of these shall form part of the contract. Without prejudice to the foregoing SSI reserves the right to make modifications to the Goods provided that the approximate capacity and operation of the Goods are of a similar nature.

3. In case of any valid claim based on a defect in the quality or condition of the Goods or a failure to comply with the specification notified to SSI in writing in accordance with these conditions, SSI, at its sole discretion, shall be entitled to replace or repair the Goods (or the relevant part) free of charge or refund the price of the Goods (or a proportionate part of the price) to the Customer, if SSI failed to repair or replace the respective Goods, in which case SSI shall have no further liability to the Customer.

4. No warranty is given for defects in the Goods arising from any drawing or specification supplied by the Customer. SSI shall not be liable for defects caused by normal wear and tear, wilful damage, negligence, unusual working or environmental conditions, excessive use, failure to follow SSI's instructions, improper use or alterations or repairs of the Goods without SSI's authorisation or other influences beyond SSI's control.

5. The above warranty does not extend to any parts, materials or equipment not manufactured by SSI for which the Customer shall only be entitled to such warranty or guarantee as is provided by the manufacturer to SSI. Repair, replacement or refund shall be the sole and exclusive remedy under the warranty.

VI. Liability

1. Including the liquidated damages for delay as per clause III of these GTC, any liability of SSI, whether under a contract, indemnity, any law, tort or otherwise, and to the maximum extent permitted by the governing law, shall be limited in the aggregate to maximum of 100 % of the (net) price of the relevant affected order. Without prejudice to any further limitations elsewhere and to the maximum extent permitted by governing law, liability shall in any event prerequisite negligence or intentional misconduct.

2. Except for liquidated damages for delay as per clause III of these GTC and to the extent permitted by law, in priority to any other contractual provision in these GTC or any contract, in no event shall SSI, its employees, subcontractors and suppliers be liable, whether under any contract, these GTC, any law or otherwise, for any loss of profit or revenue, financial loss, cost of capital, loss of use of the facility or its equipment, loss of production or business interruption, cost of replacement equipment, replacement facilities or replacement services, downtime costs, increased operating costs, loss of goodwill, loss of contracts, loss of data, consequential and/or incidental damages, indirect damages and/or intangible damages, reputational damages and/or third party claims against the Customer for any of the damages listed in this clause.

3. For intent and gross negligence and for culpable injury to life, limb, or health, which is attributable by law to SSI, the exclusions and limitations of liability agreed in this clause shall not apply, insofar as they breach mandatory law. For gross negligence by non-executive employees of SSI, the liability for property damage and financial loss shall be limited to the foreseeable damage typical for respective contract, to the extent permitted by governing law. To the maximum extent permitted by governing law, any liability or indemnity of SSI towards the Customer shall be fault-based.

VIII. Force Majeure

1. SSI shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any obligations in relation to the Goods, if the delay or failure was due to any cause beyond SSI's reasonable control.

2. Without prejudice to the generality of the foregoing, the following causes shall be deemed to be beyond SSI's reasonable control: Act of God, explosion, flood, storm, fire or accident, war or threat of war, cyber-attack, sabotage, riot, civil commotion or requisition, restrictions, regulations, laws, prohibitions or measures of any kind by any Government or local authority, import or export regulations or embargoes, or delays at the port of entry or exit, strikes, lockouts or other industrial actions or trade disputes (involving SSI or third party employees), difficulties in obtaining raw materials, labour, fuel, transportation, parts or machinery, power failure or machinery breakdown.

IX. Intellectual Property

Title to and copyright in the Goods delivered, shall always and without any limitations remain vested in SSI or its subcontractors. The Customer acknowledges that SSI shall retain ownership of all intellectual property, skills, experience, ideas, concepts, and techniques of a general nature, by virtue of or pursuant to any of the laws in force in any part of the world throughout the world including all renewals, reversions, and extensions thereto, whether now existing or acquired by SSI in connection with the Goods. SSI shall also retain the intellectual property rights, including all moral rights, in the customization developed specifically by SSI for the Customer under these GTC.

X. Confidentiality

The parties shall keep confidential and shall not disclose at any stage to any third parties, any knowledge and information received from the other party or otherwise learned in connection with the order or delivery of the Goods ("Confidential Information") without the prior written consent of the other party. This does not apply to the extent that the disclosure is necessary to enable a party to (i) fulfil its obligations under the order or these GTC, (ii) is required to be disclosed to comply with an administrative or judicial order or decree. Each party may disclose Confidential Information on a need-to-know basis to its external advisors, attorney, and auditors, which are subject to legal and professional secrecy obligations. Each party shall ensure the confidentiality of the other party's Confidential Information at least with the same degree of security as it exercises to its own Confidential Information.

XII. Compliance & Export Control

1. The Customer shall comply with all applicable laws and regulations, including all local laws and regulations applicable within the scope of this agreement. This obligation shall also apply to changes to the relevant laws and regulations during the term of the sale of the Goods. This especially applies for legal risks resulting from bribery, corruption, antitrust or competition law, money laundering and financing of terrorism, sanctions and embargoes as well as human rights.

2. The Customer declares that it is currently not involved in any of the following activities:

- a. Bribery and/or corruption (passive or active) in accordance with applicable laws,
- b. Cartel or antitrust violations,
- c. Money laundering or financing of terrorism,
- d. Supply of unauthorized dual-use goods for armament and military purposes, goods intended for nuclear or military end use, whereas the term "goods" also includes software and technology, or
- e. Violations of internationally recognized human rights.

3. The Customer shall also refrain from actions or omission that, regardless of the form of participation, may lead to administrative or criminal sanctions in the future.

4. The Customer further confirms that: (i) neither the Customer itself nor its directors, officers or affiliates are designated persons/parties under Export Control and Trade Sanctions Regulations; and (ii) it does not employ any persons/parties designated or sanctioned under Export Control and Trade Sanctions Regulations.

5. The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus for use in the Russian Federation or Belarus the Goods supplied under or in connection with these Terms and Conditions that fall under the scope of Article 12g Regulation (EU) No 833/2014 and Art. 8g Regulation (EU) No. 765/2006. A violation entitles SSI SCHAEFER to take appropriate remedial action including, but not limited to, termination of the underlying contract.

XIII. Assignment

The Customer may not, without the express prior written consent of SSI (whose consent shall not be unreasonably withheld or delayed), assign, charge, delegate, mortgage, or transfer to any third party any right or duty under these GTC, the order itself, or any part thereof.

XIV. Governing Law, Arbitration

1. These GTC and the underlying order as well as any matters related thereto including its performance or any disputes shall be subject to the laws of Austria to the exclusion of any Rules of the conflict of laws or the UN Convention on Contracts for the International Sale of Goods (CISG).

2. All disputes arising in connection with these GTC, which are not resolved pursuant to the Clauses above including any question regarding the termination or any subsequent amendment of the underlying order, shall be finally settled by one or more arbitrators appointed in accordance with the Rules of Arbitration (Rules) of the International Chamber of Commerce (ICC). The venue of such arbitration shall be Vienna, Austria.