General Terms and Conditions of Purchase for the SMB Group

Group of companies:

SMB Service GmbH
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FN 440237h

SMB Industrieanlagenbau GmbH
AT-8075 Hart bei Graz, Gewerbepark 25
FN 35015v

SMB Pure Systems GmbH
AT-9400 Wolfsberg, Alois-Huth-Straße 7
FN 387865s

Bilek + Schüll GmbH
AT-1230 Vienna, Seybelgasse 12 A
FN 170135z

SMB Manufacturing s.r.o
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IČO 50 856 162

SMB Construction Service s.r.o.
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SMB Industrieservice GmbH
DE-82377 Penzberg, Am Alten Kraftwerk 1
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SMB Pure Media GmbH
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FN 381828m

SMB Pure Systems Kft.
HU-2142 Nagytarcsa, Asbóth Oszkár u. 4. A/1
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1 General information, scope of application

1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") represent an integral part of all legal transactions of the SMB Group (hereinafter referred to as "Client") in which the delivery of raw materials, semi-finished products and system components, as well as the provision of services, are purchased from suppliers (hereinafter referred to as "Contractor"). The GTCP shall only apply if the seller is an entrepreneur (Section 1 Austrian Commercial Code [UGB]) or a legal entity under public law.

1.2 The GTCP shall apply to all contracts pertaining to the supply of goods, work and services, with the exception of the procurement of external personnel for work. Unless otherwise agreed, these GTCP in the version valid at the time of the Client's order (or in any case in the version last communicated to the Contractor in text form) shall also apply as a framework agreement for similar future contracts, without it being necessary to refer to them again in each individual case.

1.3 These GTCP shall apply exclusively and for all business relationships with the Contractor. Any deviating, conflicting or supplementary general terms and conditions of business of the Contractor shall not be recognised by the Client. Any such general terms and conditions of business shall only become part of the contract if (and to the extent that) the Client has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example, even if the Client accepts the Contractor's deliveries without reservation or pays for them in full knowledge of the Contractor's general terms and conditions.

1.4 Agreements made with the Contractor on an individual basis (including collateral agreements, supplements and amendments) shall, in any case, take precedence over these GTCP. A written contract or our written confirmation shall be authoritative for the content of such agreements.

1.5 Order confirmations deviating from the Client's orders shall not be recognised.

1.6 Legally relevant declarations and notifications to be made by the Contractor vis-a-vis the Client subsequent to the conclusion of contract (e.g. setting of deadlines, reminders, declaration of cancellation) must be made in writing, in order to be effective.

1.7 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall, therefore, apply insofar as they are not directly amended or expressly excluded in these GTCP.

2 Delivery, performance and default

2.1 The agreed delivery time/the agreed performance schedule shall be binding. The Client may postpone the performance date for up to 3 months at any time without any additional cost claims on the part of the Contractor. Premature deliveries/services and/or partial deliveries/partial services shall require the express written consent of the Client. Unless expressly agreed otherwise in writing, the Contractor shall deliver the goods duty paid (DDP) in accordance with Incoterms 2020, and in accordance with the contractually agreed destination specified in the order.

2.2 The Contractor shall be obligated to inform the Client immediately in writing if circumstances arise or become recognisable which indicate that the agreed performance time cannot be met.

2.3 In the event of a missed deadline, the following points shall be deemed agreed between the Client and the Contractor with regard to the delay:

2.3.1 The Client shall be entitled to demand 0.5% of the gross contract price for each calendar day on which the deadline is exceeded, but at least EUR 1,000 (lump-sum compensation for scheduling costs) as a contractual penalty in addition to fulfilment. The amount of the contractual penalty shall be limited to 15% of the gross contract price if it exceeds a value of EUR 1,000.

2.3.2 In addition thereto (and without prejudice to its other rights), the Client may – subsequent to the expiry of a reasonable grace period set by it, or if the delivery/service is no longer of interest to it as a result of the delay, or in the event of imminent danger or in order to avoid further damage, or in the event of urgency, without having set a grace period – have the delivery/service not yet provided by the Contractor rendered by a third party at the expense of the Contractor, or withdraw from the contract and asserts a claim for damages.

2.3.3 In the event of substitute performance by the Client, the Contractor shall procure (at its own expense) all information required for this purpose and hand over any documents in its possession and, in the event of any existing proprietary rights or industrial property rights of third parties, transfer corresponding rights of use or immediately indemnify the Client against the assertion of any claims arising from these rights.

2.4 The Contractor hereby further undertakes to perform the following actions:

2.4.1 upon request, provide the Client with certificates of origin, declarations, documents and data on trade requirements and, upon request, inform the Client in detail (and in writing) about possible export restrictions or authorisation requirements in the country of origin or at the destination of the deliveries and services;

2.4.2 provide full details of any immediate and long-term potential risks or hazards associated with the goods, in particular, toxicity, flammability, harmful effects by inhalation or direct contact and whether the hazards arise from direct or indirect use;

2.4.3 provide full details of the appropriate safety precautions to be taken in connection with the use and handling of the goods; and

2.4.4 label all packaging and containers with dangerous, toxic or otherwise harmful goods in an appropriate and clearly visible manner, in order to protect persons handling or coming into contact with these goods.

2.4.5 carefully check documents, instructions and materials provided without separate remuneration and warn of errors in writing in good time. The Client's approval of drawings, calculations and other documents shall not affect the Contractor's sole responsibility with regard to the underlying object of performance. This shall also apply to suggestions, recommendations, and other forms of co-operation on the part of the Client.

2.5 In the event of excess orders, i.e. deliveries ordered by the Client in excessive quantities as part of a work to be performed, the Contractor shall collect and take back the goods at its own expense and risk at the contractually agreed delivery address after a corresponding price adjustment.

3 Prices, payment and invoicing

3.1 The agreed contract prices are understood as fixed prices.

3.2 Unless otherwise agreed in the contract, the price to be paid for deliveries and/or services shall be as follows:

3.2.1 without value added tax ("VAT") and

3.2.2 including all costs of packaging, packing, shipping, freight, insurance and delivery of the respective goods, all travel, subsistence, accommodation, and other costs in connection with the services to be rendered and all duties, licences, permits and taxes (other than VAT) as may be incurred from time to time in respect of the goods and/or services.

3.3 Unless otherwise agreed, payment shall be made within 14 days with a 3% discount, within 30 days with a 2% discount, or within 60 days net after proper fulfilment of the contract or achievement of the milestone triggering payment, and receipt of a verifiable invoice in each case. Payment shall be made by way of bank transfer. Any payment transaction charges shall be borne by the seller.

3.4 Any agreed instalment payments shall not release the seller from its obligation to list and invoice all services in a specified final invoice.

3.5 Payments made by the Client shall, in no way, constitute an acknowledgement of professional and faultless performance within the prevailing understanding of acceptance.

3.6 The Contractor shall be obligated to state the Client's order number and commission number, as well as the contractually agreed labelling on all invoices, shipping documents and/or delivery notes; otherwise, any consequences (e.g. delays, additional costs) shall be borne solely by the Contractor. The agreed payment period shall commence upon receipt of the invoice, including the proof of delivery and performance, in accordance with all applicable statutory provisions.

4 Transport and packaging

4.1 The Contractor shall properly pack, load and transport the ordered goods and take back the packaging material free of charge for the Client. The packaging must correspond to the latest industry standards.

4.2 The Contractor shall be responsible for ascertaining as to whether the ordered goods (or their components) are to be classified as dangerous goods in the country of origin, country of destination and all transit countries in accordance with all applicable statutory provisions. He shall declare, label and pack these in accordance with these provisions, provide the necessary documents and inform the Client accordingly.

4.3 The Client hereby excludes the application of the general Austrian forwarding conditions or comparable international standards for transport of any kind.

5 Transfer of risk, danger and ownership

Unless otherwise agreed (or not applicable due to the service to be rendered), the transfer of risk and danger shall be in accordance with the DDP Incoterms clause 2020. Unless otherwise agreed, the transfer of ownership shall take place simultaneously with the transfer of risk and hazard.

6 Force majeure

6.1 The Contractor shall not be held liable for events deemed to be force majeure, which make it considerably more difficult for the Contractor to fulfil the contract or which temporarily hinder (or render impossible) the proper execution of the contract.

6.2 Force majeure shall be understood as all circumstances independent of the will and influence of the parties involved – such as natural disasters, government measures, decisions by authorities, blockades, war and other military conflicts, mobilisation, civil unrest, terrorist attacks, strikes, lockouts and other labour unrest, confiscation, embargoes, epidemics or other circumstances – which are unforeseeable, serious and beyond the control of the contracting parties, and which occur after the conclusion of this contract.

6.3 If one of the parties is prevented from fulfilling its contractual obligations due to force majeure, this shall not be deemed a breach of contract, and the deadlines specified in (or on the basis of) the contract shall be extended appropriately in accordance with

the duration of the impediment. The same shall apply if the Contractor is dependent on the advance performance of third parties, and this is delayed due to force majeure.

6.4 Each party shall do everything in its power that is necessary and reasonable to minimise the extent of the consequences caused by the force majeure.

6.5 The party affected by the force majeure shall notify the other party of the beginning and end of the impediment in writing, and without undue delay.

6.6 As soon as it is established that the instance of force majeure will last longer than 6 months, either party shall be entitled to terminate the contract in writing by registered letter.

7 Quality requirements

7.1 The Contractor shall deliver goods and render services of the highest quality, all in accordance with the quality criteria set out in Article 8. The Contractor shall comply with all applicable legal provisions, established practices, standards, and norms of the industry and shall develop, produce and test the goods to be delivered in such a way that they comply with the said provisions, practices, standards and the underlying contract.

7.2 Should the Contractor become aware that the deliveries or services do not meet the quality requirements and the quality criteria contained in Article 8 and/or if the Contractor has any justifiable doubt as to whether the deliveries or services fulfil these requirements, the Contractor shall inform the Client immediately in writing, and inform the Client of any measures to be taken. The same shall apply if the Contractor becomes aware of third-party property rights that conflict with the unrestricted use of the deliveries or services by the Client.

7.3 The Client may inspect the deliveries or services at the Contractor's site or at other sites at any time prior to their provision or completion. This inspection by the Client shall not release the Contractor from its responsibility (or liability) for the deliveries or services and shall not constitute acceptance of said deliveries or services by the Client. The Client's right of inspection prior to delivery shall not affect the Client's right to refuse acceptance of goods subsequent to delivery.

7.4 The Client may request raw material certificates and test certificates for materials and equipment used to procure and manufacture the goods. The Contractor shall make these certificates available to the Client within 5 (five) days of receipt of the request.

7.5 Inspection certificates in accordance with EN10204 must fulfil PED 2014/68/EU.

7.6 Where standards are specified, delivery must be made in accordance with the latest valid versions.

8 Warranty and guarantee

8.1 The Contractor hereby guarantees that its deliveries and services are executed in the contractually agreed manner, and that these comply with the rules recognised at the time of the order and the latest technological standards.

8.2 Furthermore, the Contractor hereby warrants that the deliveries/services are (and remain) free of material defects and defects of title, both at the time of handover and throughout the entire warranty period, that they fulfil other conditions agreed in the contract and that the delivered goods are its unrestricted property.

8.3 The Contractor hereby further guarantees that the delivery/service corresponds to the special purpose and that all information, instructions, or documents relevant to the use, operation and disposal of the delivery/service are enclosed.

8.4 The above guarantees are supplementary to the Contractor's statutory warranty obligation. Unless otherwise agreed in writing in individual cases, the warranty period shall be 24 months from acceptance by the end customer, and up to a maximum of 36 months from delivery. Longer statutory warranty periods shall hereby remain unaffected.

8.5 In the case of hidden defects, the period shall commence at the earliest when the defect becomes recognisable.

9 Legal remedies

9.1 The Client shall have no obligation to give notice of defects in the Contractor's delivery/service within the meaning of Sections 377 and 378 Austrian Commercial Code (UGB). The parties hereby agree that, during the entire warranty period, it shall be assumed that the defect already existed at the time of delivery/service. Accordingly, the provisions of Sections 377 and 378 Austrian Commercial Code (UGB) shall not apply, and the Contractor hereby waives the defence of late notification of defects.

9.2 In any case, the Client may, at its discretion, demand that the Contractor remedy the defect, provide a replacement, or rescind the contract; the Contractor shall bear all expenses necessary for the purpose of remedying the defect or providing a replacement, including any makeshift repairs.

9.3 After informing the Contractor, the Client shall also be entitled to remedy the defect or make a covering purchase itself at the Contractor's expense, if an imminent danger is deemed present, if there is particular urgency, if a reasonable grace period granted to the Contractor to remedy said defect has expired without success, if subsequent fulfilment has failed or if this appears suitable to minimise damage.

9.4 If (and for as long as) deliveries/services cannot be used in accordance with the contract as a result of subsequent fulfilment work by the Contractor, the warranty period shall be extended by the duration of this interruption. For services repaired and/or replaced under warranty, the limitation period shall begin anew upon acceptance of the repair or replacement service.

9.5 The Client shall be entitled to the rights of set-off and retention to the extent permitted by law. The Client shall also be entitled to the rights of set-off and retention in respect of claims to which it is entitled against affiliated companies within the meaning of Section 15 Stock Corporation Act (AktG) – these are legally independent companies that are combined for economic purposes under a single performance – of the Contractor.

9.6 Disputes concerning the amount of remuneration to be paid to the Contractor shall not entitle the Contractor to suspend its services in whole or in part, or even on a temporary basis. In the event of defective delivery/service, the Client shall be entitled to withhold payment in proportion to the value until proper fulfilment.

10 Indemnification and insurance

10.1 The Contractor shall be liable in accordance with the statutory provisions for all damages and disadvantages arising in connection with its deliveries and services. This shall include, among other things, damage caused by breaches of environmental protection regulations, costs incurred in connection with product defects or recalls, or claims made by third parties due to infringements of industrial property rights. In this context, he shall indemnify the Client against any and all third-party claims upon first written request. In addition thereto, he shall be liable for any damage and operating losses incurred by SMB and its clients and customers. In the event of a claim under the Product Liability Act (PHG), the Contractor shall name the importer, the producer, and other liable parties within one week. The assertion of further legal claims shall remain reserved.

10.2 The Contractor shall maintain appropriate insurance cover against all the aforementioned and other risks associated with its operations with a sum insured of at least EUR 1,500,000 and provide evidence of this without being requested to do so.

11 Spare parts

The Contractor hereby warrants that spare and wear parts of at least equivalent quality and functionality shall remain available for each order for a period of at least 10 years from the date of purchase.

12 Sub-contracting

12.1 The full or partial transfer of the order shall require the written authorisation of the Client. Should the Contractor be in default of payment to its sub-contractors and sub-suppliers, the Client shall be entitled to make direct payments to them, which – insofar as they relate to justified claims of the sub-contractor/sub-supplier – shall be deemed to be payment in lieu of performance in relation to the seller. In the event of default or imminent or actual insolvency of the seller, the Client shall be entitled to enter into all contracts with the Contractor's sub-contractors/sub-suppliers.

12.2 In any case, third parties – in particular, sub-suppliers and sub-contractors, whose services the Contractor uses to fulfil its obligations under the order or who are otherwise involved by the Contractor in connection with its services – shall be understood as vicarious agents of the Contractor.

13 Cancellation and withdrawal

13.1 The Client shall have the right to terminate any order in whole or in part by giving 7 (seven) days' notice, even if the order specifies a specific term. Accordingly, the Client shall only pay for the services of the Contractor that have been rendered up to the effective termination of the contract.

13.2 The right to terminate the contract for good cause shall hereby remain unaffected. In this case, the Contractor shall only be reimbursed for the actual costs to be proven by it, without deduction of any loss of profit. The relevant provisions pursuant to Section 1168 et seq. General Civil Code (ABGB) are hereby waived. If the important reason that led to the cancellation by the Client falls within the scope of the Contractor's responsibility, the Contractor shall be liable for all disadvantageous consequences that subsequently arise for the Client.

13.3 Important reasons shall include, in particular, Insolvency of the Contractor, the discontinuation of business, obvious untrustworthiness of the seller, a delay in performance, poor fulfilment, but also any other circumstance that significantly reduces the economic interest of the client in adhering to the order (or even renders such adherence unreasonable).

14 Secrecy

14.1 The Client shall retain title and/or copyright and/or other industrial property rights to all illustrations, drawings, models, samples, calculations, construction plans and other documents, as well as tools which the Client has made available for the execution of the order or the production of which the Client has paid for. The documents may only be used for the agreed purpose and may not be reproduced and/or made accessible to third parties. These are to be returned to the Client after completion of the order without request and free of charge or destroyed after consultation with the Client. The Contractor shall be liable to the Client for all damage caused by culpable infringement.

14.2 The Contractor shall keep all technical and commercial information obtained in the course of the business relationship with the Client secret from third parties – even after the end of the business relationship.

14.3 The use of orders or even of the above-mentioned documents for reference and/or advertising purposes shall require the prior consent of the Client.

15 Compliance with laws; Supplier Code of Conduct; Audit law

15.1 The Contractor shall comply with all laws and regulations (including those applicable in the country of origin, the country of destination, the country of destination of the shipment and the country of destination specified by the Client, if notified) applicable to the manufacture, sale and provision of the supplies or services, or otherwise in connection with the performance of the contract – including laws and regulations relating to labour standards, health and safety and environmental protection. Furthermore, the Contractor hereby guarantees that third parties – such as subcontractors and suppliers – also comply with these laws and regulations.

15.2 The Contractor shall also be obligated to comply with the applicable version of the Client's Code of Conduct for Suppliers, which is available via the following link: https://smb.at/wp-content/uploads/2022/03/Supplier-Code-of-Conduct.pdf and hereby expressly acknowledges this.

15.3 Furthermore, the Contractor must comply with the principles of the UN Global Compact, the UN Declaration of Human Rights and Children's Rights, and the applicable environmental standards. This shall apply both in the Contractor's business area and in the business area of its direct and indirect suppliers.

15.4 In the event of an instance of non-compliance, the Contractor hereby undertakes to bear all costs and damages incurred as a result – including any penalties – and to indemnify and hold the Client harmless in this respect. The Client (or third parties authorised by the Client) shall be entitled to carry out an inspection of the Contractor's operating and production facilities, in order to ascertain the

Contractor's compliance with the above requirements.

15.5 The Contractor hereby undertakes to deploy only appropriately qualified personnel with valid residence and work permits for installation services and assumes full responsibility for compliance with the provisions on employee protection and the applicable safety regulations. Personnel who do not fulfil these requirements or violate safety regulations may be rejected by the Client at any time. In addition thereto, the Contractor hereby undertakes to properly remunerate its employees and to pay all social security contributions and personnel-related duties in accordance with the law. For breaches of the aforementioned conditions, a contractual penalty of EUR 2,000 per person and day of deployment shall be payable in addition to indemnifying and holding the Client harmless.

15.6 The Contractor hereby consents to the processing of personal data for the purposes of order and contract processing, and also undertakes to obtain the consent of its employees and sub-contractors.

16 Place of jurisdiction, applicable law

16.1 The legal relations between the parties shall be governed without exception by the law of the Republic of Austria; the applicability of the UN Convention on Contracts for the International Sale of Goods is hereby excluded.

16.2 The place of jurisdiction for all types of proceedings shall be exclusively the competent court in Graz.

17 Final provisions

17.1 Should any provision of these GTCP be invalid, voidable, or unenforceable in whole or in part, this shall not affect the validity of the contract and the remaining provisions. Said wholly or partially invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.

17.2 Verbal collateral agreements, as well as the exclusion, amendment and/or supplementation of these GTCP, shall require the express written confirmation of the Client, in order to be effective. This shall also apply to the amendment of the written form.

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