

## General Terms and Conditions of Purchase of the Research Center for Non Destructive Testing GmbH (RECENT)

### 1 General

- 1.1 These general terms and conditions of purchase apply to all enquiries and orders through us, as well as deliveries to us, unless explicitly stated otherwise in the order. We do not recognize any purchasing and delivery conditions, resp., general terms and conditions that are inconsistent with or deviating from our purchasing conditions; they will be explicitly contradicted. Actions that we take which are part of our contractual duties, particularly the unconditional acceptance of the delivery, do not count as an approval to contract conditions deviating from our purchasing conditions. Should any ambiguities still remain in the interpretation of the contract, these are to be cleared up in such a manner that those contents usually agreed upon in comparable cases shall be considered as agreed.
- 1.2 Orders are only legally binding for us in written form. Any exceeding of the prices listed in the order will not be recognized on our part. Should a change be made by you or if no price is indicated in our order, then our order is automatically considered as subject to change. All agreements made between you and us are spelled out in writing.
- 1.3 The acceptance of deliveries by us is to be immediately confirmed after receipt by a written and corporately signed order confirmation. Should no order confirmation be carried out by you, our order, with the inclusion of these terms, is considered to be fully accepted by you.

### 2 Intellectual Property and Non-Disclosure

All printed matter, drawings, sketches, patterns, designs, originals, calculations and the like remain our intellectual and material property which only we freely have at our disposal. All documents and devices may only be used on your part to carry out our orders. Furthermore, you are obliged to keep all received diagrams, drawings, calculations and other documents and information strictly confidential; they may only be disclosed to third parties with our express consent. The obligation to maintain confidentiality also applies after the execution of this contract. It becomes invalid if and when the knowledge shown in the transferred diagrams, drawings, calculations and other documents has become common knowledge. Subcontractors are also to be correspondingly obligated.

### 3 Prices, Shipping, Packaging

- 3.1 The agreed prices are fixed prices plus statutory value-added tax; any types of claims for any reasons whatsoever are excluded. Costs for packaging and transport to the dispatch address or point of use stated by us, customs formalities and customs duties, as well as for assembly and installation are included in these prices unless otherwise agreed in writing. Dispatch notes, bills of freight, invoices and all correspondence must show our order number and order symbol.
- 3.2 We only accept the quantities and numbers of units as ordered by us. Excess or short deliveries against our order are prohibited. Short deliveries are to be promptly amended, at the latest within a week after our notification to you to this effect. Excess deliveries, to which extent whatsoever, do not entitle you to charge for these additional quantities. Proof of the regularity of the handover of the delivery must be provided by you. The shipping shall be carried out at your own risk. Therefore, you continue to bear the risk of deterioration, including accidental destruction, until delivery has been made to the delivery address, resp., the place of use designated by us.
- 3.3 Under consideration of all risks of transport, you are to arrange for a careful and proper packaging and for the insurance of the goods against transport and other damages, if such damages can result or this is customary in the trade. Packaging materials are to be used only to the extent necessary for this purpose. Only environmentally-friendly packaging materials are allowed to be used. Your obligation to take back packaging material is governed by statutory provisions.
- 3.4 If certificates on material tests have been agreed, they form an essential part of the delivery and must be sent to us together with the delivery.

### 4 Delivery Period

- 4.1 The agreed delivery dates are binding. Receipt of the goods at the point of reception or use specified by us or successful approval of the goods carried out on time are

the determining factors in establishing whether the delivery date or deadline has been met.

- 4.2 If you recognize that an agreed date cannot be met for some reason, you are obliged to inform us of this in writing immediately, specifying the reasons and the probable length of the delay. We reserve the right to withdraw from the contract without prior notice. In any case, we have the right to claim compensation for any damage or loss resulting from or which could still result from the withdrawal or the delay. Furthermore, we are entitled to procure replacement goods from a third party at your cost. In addition to the payment of damages, you are obligated to compensate us for each commenced week of delay with 5% of the net order value, but not exceeding a max. 10% of this amount, as a penalty not subject to judicial mitigation, unless an individual agreement on a higher contractual penalty has been made. Your obligation shall continue to apply despite payment of the penalty. We are entitled to offset the contractual penalty against any claims on your part.

- 4.3 You can only assert the absence of necessary documents that we must supply where you have demanded the documents in writing and have not received them within a reasonable time.

- 4.4 Force majeure and strikes release us from our contractual obligations for the duration of the interference and to the extent of its impact. We will undertake as far as is reasonable to provide the required information immediately. You are required to adapt your obligations to the changed circumstances. We shall be released in whole or in part from the obligation to accept the ordered delivery/service and, in this regard, entitled to withdraw from the contract, where the delivery/service can no longer be utilized by us due to the delay caused by the force majeure or the strike, taking the financial aspects into account.

- 4.5 In the event of delivery earlier than agreed, we reserve the right to return it at your expense. Where an early delivery is not returned, the goods shall be stored by us until the agreed delivery date at your expense and risk. In the event of an earlier delivery, we reserve the right to make payment only on the agreed due date, with effect from the agreed delivery date.

### 5 Payment

- 5.1 Invoices, together with all associated documents and data, are to be sent separately to us in due form without exception once delivery has been made. Invoices submitted improperly are deemed to be received by us only from the time of rectifying same.
- 5.2 Payment shall be made either within 30 calendar days with 3% discount or after 60 calendar days net, calculated from delivery/performance and receipt of invoice. In the event of defective delivery, we are entitled to retain proportionate payment until correct delivery is made. The payment shall neither be deemed as an acceptance of proper delivery nor as a waiver of our rights. In the event of any counterclaims, we are entitled to offset compensation. You are not entitled to assign or pledge any claims against us to third parties or to make them the subject of legal transactions without our express written consent.
- 5.3 In the event of advance payments, you have to provide us with an adequate security, e.g., a bank guarantee, upon our request.
- 5.4 If installments have been agreed, they are first due after they have been called up.

### 6 Provision of Materials and Parts

- 6.1 We retain title to all parts and components we have provided you, also after processing and assembly by you. The parts and components we have made available to you shall exclusively serve for processing and fulfilling the order. In particular, you are expressly forbidden to sell them.

### 7 Warranty, Guarantee

- 7.1 You shall guarantee and warrant that all deliveries/performances comply with the state-of-the-art technology, the relevant statutory provisions and standards, regulations and directives set forth by authorities, professional associations, and trade associations. In the event that exceptions from these provisions are deemed necessary in individual cases, you shall obtain our appropriate written consent. This consent shall not limit your liability for defects. If you have reservations against the kind of execution requested by us, you shall immediately notify us of this fact in writing.

You undertake to use environment-friendly products and processes in your deliveries/performances, as well as in supplies or additional services from third parties within the scope of your economic and technical possibilities. You shall be liable for the environmental compatibility of the delivered products and packaging material and for all consequential damages resulting from your failure to comply with statutory provisions on disposal. If so requested by us, you are to issue a certificate of inspection for the delivered goods. Moreover, you are obligated to include the safety data sheets valid for your deliveries into the respective delivery. You shall indemnify us against all recourse claims by third parties in case you fail to deliver the safety data sheets to us or if you deliver them late or faulty. The same shall apply to all later modifications.

- 7.2 The warranty period shall be 2 years after delivery, and 5 years for hidden defects, unless explicitly agreed otherwise. The warranty period for constructions shall be subject to the statutory provisions. The warranty period shall begin with the flawless transfer of the delivery item to us or third parties appointed by us at the place of receipt and/or use we have specified. With machines, devices, measuring systems and installations, resp., parts (appliances) thereof, the warranty period shall begin with the date of acceptance specified in our written acceptance declaration. If the acceptance is delayed without any fault attributable to you, the warranty period shall be 2 years, resp., 5 years after the delivery item was made available for your acceptance.

- 7.3 The products shall refutably be presumed to have been defective upon delivery/performance if the defect appears within the warranty period. We will notify you in written and oral form of any product defects which were not already claimed faulty upon transfer after they become known, at the longest, however, within the agreed warranty period. The responsibility to notify the customer about defects, which is part of the commercial law (§377 of the Austrian Business Code [UGB]), will be expressly waived.

- 7.4 In the case of defects which belong to the non-attainment of guaranteed data and the absence of promised features, we are entitled, at our own option, to demand from you a rescission, a price reduction or – in the case of removable defects – a remedying of defects. Furthermore, we are entitled to arrange for improvements to be implemented by third parties (substituted performance) at your expense. Minor defects can be removed by us at your expense without prior consultation and without limiting your obligations arising from the liability for defects. The same applies if there is a threat of unusually high damages. Any costs incurred in improving the defect, the subsequent delivery or the return of defective goods, as well as the risk inherent therein, shall be borne by you.

- 7.5 In the case of a request for improvement, a time period of 1 week at the longest shall be deemed adequate, should we not expressly give due notice otherwise in writing. Should the scheduled deadline to remedy the defect not be met, we are entitled, at our own option, to a rescission, a price reduction or a remedying of defects (particularly through a covering purchase) at your expense (substituted performance). In any case, we are entitled to demand a replacement for every damage accrued to us, especially also for every consequential damage.

- 7.6 For delivered parts that could not remain in operation during inspection of a defect and/or the remedy of defects, a current warranty period shall be extended by the time of the interrupted operation. For repaired or newly delivered parts, the warranty period shall recommence on completion of rectification or if an acceptance was agreed. The acceptance is also to be submitted to us in written form, if applicable.

### 8 Product Liability

- 8.1 To the extent you are responsible for a damage caused by a product, you shall insofar be under the obligation to indemnify us against our own and any claims for damages by third parties.
- 8.2 In this context you shall also be obligated to reimburse any expenses resulting from or in connection with a recall action carried out by us. As far as possible and reasonable, we shall inform you about the content and extent of the recall measures to be taken and give you an opportunity to comment.
- 8.3 You shall carry out quality management suitable in type and scope and in line with state-of-the-art technology and provide proof of this to us upon request. You shall

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- enter into a corresponding quality control agreement with us, insofar as we consider this to be necessary.
- 8.4 In addition, you shall insure yourself against all risks from product liability, including the recall risk, to a reasonable extent and prove this upon our request by submitting the insurance policy for our inspection. If we are entitled to further claims for damages, these remain unaffected.
- 8.5 You shall label the delivery goods in such a way that they are permanently recognizable as your products.

### **9 Assignment, Offsetting and Retention Rights**

The assignment of claims against us is only effective if we have previously given our written consent. You are not entitled to offset alleged claims against us without our prior agreement, unless the claim is undisputed or has been legally determined. Retention rights are excluded.

### **10 Property Rights**

- 10.1 You shall guarantee that all deliveries are free from property rights of third parties and that in particular patents, licenses and other property rights of third parties are not infringed through the delivery and use of the delivered objects.
- 10.2 You shall indemnify us and our customers from all claims of third parties for any infringements of property rights and shall be liable for all damages incurred to us in this connection.
- 10.3 We shall be entitled at your costs to obtain the approval for using the delivered objects and services concerned from the authorized person.

### **11 Final Provisions**

- 11.1 Should single parts of these General Terms and Conditions of Purchase be invalid, this shall have no effect on the other provisions; the contract partners are obliged to find a valid provision which comes as close

as possible to the economic purposes of the ineffective provision.

- 11.2 You are not entitled, without our prior written consent, to forward the order or essential parts thereof to third parties.
- 11.3 Claims against us by virtue of or in conjunction with the order become barred after expiry of two years subsequent to the date of receipt of the delivery and the invoice.
- 11.4 Unless explicitly agreed otherwise, the headquarters of RECENDT GmbH in Linz/Austria are deemed as the place of performance for the delivery obligation.
- 11.5 All disputes arising from this agreement are subject to Austrian law. In the case of legal disputes, the factually competent court of Linz/Austria shall be responsible. However, we reserve the right to assert our claims at any other admissible place of jurisdiction.
- 11.6 Austrian law shall exclusively apply, under exclusion of Austrian as well as other conflict-of-law rules and the UN commercial law.