

GENERAL COMMERCIAL TERMS AND CONDITIONS

Last revised: December 2020 ("GTC")

TMS Turnkey Manufacturing Solutions GmbH
Gaisbergerstraße 50
4031 Linz / Austria
Tel. +43 732 / 6593-0 Commercial Register
Number: FN 268626 p, Linz Commercial Court
Email: marketing@tms-at.com, Internet: www.tms-at.com

EXTERNAL DOCUMENT

Table of Contents	Page
1. DEFINITIONS.....	3
2. SCOPE AND GENERAL TERMS.....	4
3. PERFORMANCE / DUTIES OF THE CONTRACTOR.....	5
4. PRICES.....	6
5. PAYMENT ARRANGEMENTS.....	7
6. SUBCONTRACTING	8
7. DOCUMENTATION.....	9
8. INSPECTIONS / ONGOING CONTROLS.....	10
9. PASSAGE OF RISK AND OWNERSHIP.....	11
10. SHIPPING.....	12
11. DATES / REVOCATION / CONTRACTUAL PENALTY.....	12
12. GUARANTEE / WARRANTY / CONTRACTOR'S LIABILITY	16
13. INSURANCE	18
14. ACCEPTANCE	18
15. EXPORT LICENCE.....	18
16. RIGHTS IN THE CONTRACTUAL OBJECT.....	19
17. DATA PROTECTION AND INFORMATION SECURITY.....	21
18. FORCE MAJEURE.....	22
19. MISCELLANEOUS PROVISIONS	23
20. CONTRACT LANGUAGE, LAW AND JURISDICTION	25
1. COMPANY / PROJECT SPECIFIC DATA.....	Annex 1

1. DEFINITIONS

1.1. *The following terms shall have the meanings set out below for the purposes of these GTC:*

CL	= Client (see Annex 1 for company name and address).
CO	= Contractor or the legal entity obliged to provide the Supplies of Goods and/or Services pursuant to an Order.
Complete System	= The work to be produced for the End User that is considered a unit from a technical or contractual standpoint of which the Supplies of Goods and/or Services to be provided by the Contractor comprise a part.
Customer Contract	= Contract between the Client and the End User concerning the supply of the Complete System.
Engineering Service	= Development, planning and/or construction services explicitly designated as such in the Order intended to achieve a specified result or a specific function.
EU	= End User of the complete system (principal of the CL).
Order	= Contract between the Client and the Contractor concerning the Supplies of Goods and/or Services to be provided by the Contractor.
Parties	= Client and Contractor
Project	= The Project or objective commissioned by the Client in accordance with the Order, including Annexes, that the Contractor is required to independently realise or achieve, as applicable, subject to consideration of the specifications provided by the Client and/or End User such as time, quality and functions.
Project Schedule	= Refers to a binding project realisation plan that is to be kept current by the Contractor on an ongoing basis. The Project Schedule is prepared on the basis of the delivery date specified by the End User as indicated in the Order and includes legally binding intermediate deadlines that must be adhered to by the Contractor. The Project Schedule serves as the controlling basis for the project organisation based thereon.
Supplies of Goods / Services	= All Supplies of Goods and/or Services to be provided by the Contractor in accordance with the Order, including Annexes; the term "Service" by itself shall be understood to have the same meaning. The term "Supplies of Goods and/or Services" also includes Engineering Services if and to the extent that these GTC do not include a different provision expressly related to Engineering Services.

2. SCOPE AND GENERAL TERMS

2.1. *Scope of application*

Unless expressly agreed otherwise in writing, these General Commercial Terms and Conditions (GTC) shall apply to all – including future – Orders between the Client and the Contractor. If and to the extent that provisions of these GTC provide otherwise for the rendering of Engineering Services and/or assembly and commissioning services by the Contractor, express reference is made thereto below.

The Contractor was provided with the current GTC in advance of the Order, in the course of mutual contacts for the purpose of entry into a legal transaction. Furthermore, the Client's GTC are available on its website at www.valianttms.com. The Contractor was expressly informed of the importance and applicability of these GTC for the purposes of the intended collaboration between Client and Contractor.

The Contractor's terms and conditions (such as offers, terms and conditions of sale) shall only apply if they are expressly accepted by the Client in writing. If the Client's Order makes reference to the Contractor's bidding documents, this does not represent recognition of the Contractor's terms and conditions even if there is no written objection.

2.2. *Changes to the GTC*

The provisions of these GTC may be amended by the Client at any time without the need to provide grounds, whereby any such amendments shall be notified by sending the text of the contract to an email address provided by the Contractor. The amended GTC shall be deemed to have been accepted if the Contractor does not object to the amendments concerned in writing by email within ten (10) business days of verifiable receipt of the aforementioned notification. In the event of an objection by the Contractor, the GTC shall continue to apply in the version prior to the notified amendments.

2.3. *Contractual bases / clarification of contradictions*

The following contractual bases shall apply in the order of priority set out below with regard to the project-related contractual relationship entered into between the Client and the Contractor:

- a) the Order, including all Annexes referred to therein (negotiation records, etc.);
- b) these GTC;
- c) documents relating to the Order from the End User provided to the Contractor (performance specifications, customer specifications, etc.), including technical execution guidelines;
- d) all relevant regulations, standards and applicable technological state of the art for the proper and workmanlike rendering of the Service;
- e) all legal, country-specific and works-specific safety regulations.

In the event of any ambiguities regarding the performance of the contract, the Contractor shall immediately inform the Client accordingly and seek resolution by mutual agreement. If the Contractor does not inform the Client of an ambiguity and/or a contradiction in the project documents as soon as possible, the Contractor may not later rely upon such ambiguity and/or contradiction, but rather the interpretation and understanding of the Client or the End User shall apply with regard to the issue concerned. If the Contractor comes to the conclusion that additional Supplies of Goods and/or Services not listed in Order documentation provided to it are necessary for proper performance of the Service, the Contractor shall describe them clearly and unambiguously and notify the Client thereof without delay.

2.4. Legally binding declarations

Declarations made by employees of the Client concerning the conclusion or amendment of Orders, or supplements to orders, shall only be legally binding if they have been made by a person who has legal representative authority on behalf of the Client, in particular the Client's procurement department, and subsequently confirmed in writing, by fax or email. The Contractor may only rely on declarations made by other persons if the Contractor informs the respective procurement department accordingly without delay and has received written confirmation from such department. This does not apply to call-offs pursuant to framework agreements that may be called off within the framework agreed with the Contractor without the consent of the Client's procurement department.

2.5. Approvals / consent

Consents or approvals granted by the Client and/or third parties (e.g. the End User) shall not release the Contractor from its obligation to supply a Good and/or Service in conformity with the Order and the contract.

3. PERFORMANCE / DUTIES OF THE CONTRACTOR

3.1. General performance obligations of the Contractor

Supplies of Goods and/or Services by the Contractor comprise elements of a complex Complete System to be constructed for the End User in which multiple enterprises are required to provide interlinked and/or interdependent goods and/or services. The Contractor agrees to implement normal changes to the project-related Supplies of Goods and/or Services up to the stipulated end date. If the Contractor is unable to provide certain project changes, it shall inform the Client accordingly in writing as soon as possible and stating the respective grounds; otherwise the Contractor shall be obliged to perform.

The Contractor undertakes to incorporate (Project) changes and/or (Project) revisions, and any associated effects, into a Project Schedule that is required to be kept current, without delay and in a binding manner, so that the completion date specified by the End User as set out in the Order is adhered to or assured. The updated schedule for Supplies of Goods and/or Services (Project Schedule) shall be provided to the Client and the End User as a binding project implementation base for purposes of their further project realisation scheduling. The obligation to prepare a current and updated Project Schedule comprises a primary performance obligation incumbent on the Contractor.

If and to the extent that the Contractor (also) provides Engineering Services, the Contractor shall, in addition to maintaining a Project Schedule that is updated on an ongoing basis, provide the Client with forward-looking and binding engineering progress reports (to be completed in the Component Status document) at regular intervals or upon request of the Client.

3.2. Suggestions for improvements

If, on the basis of its expertise, the Contractor has reservations about the intended manner of execution of the Order or if it becomes aware of potential improvements to the subject matter of the contract, the Contractor is obliged to provide a timely warning to the Client prior to the respective Supply of Goods and/or Services and, at the same time, to submit proposals for rectification or improvement.

Changes or additions to the Order may only be made on the basis of a written supplementary order.

3.3. Quality assurance

The Contractor undertakes to apply the principles set out above, as well as quality assurance principles in accordance with the relevant standards, in particular ISO 9001 – 9004; ISO 14001, ISO 27001, ISO 45001 and, if necessary, the VDA 6.4 standard, in its Supplies of Goods and/or Services.

The Client and the End User shall have the right to audit the Contractor's quality assurance system, quality assurance regulations and quality assurance plan, and those of its subcontractors, at any time after prior appointment (see Section 8.1). The Contractor undertakes to impose the performance and consent obligations (auditing, etc.), along with quality measures, to which it is subject on its sub-suppliers in a legally binding manner.

3.4. Protection against plant pests

The Contractor undertakes on its behalf and on behalf of its subcontractors to comply with all legal requirements relating to plant pest protection measures in connection with its Supplies of Goods and/or Services, in particular Commission Implementing Regulation (EU) 2019/2072 of 28 November 2019 establishing uniform conditions for the implementation of Regulation (EU) 2016/2031 of the European Parliament and the Council, as regards protective measures against pests of plants. The Contractor shall indemnify and hold the Client harmless against any third-party claims arising from the violation of the statutory provisions referenced above.

3.5. Legal requirements

In connection with its Supplies of Goods and/or Services, the Contractor shall comply with all applicable laws and regulations (including, without limitation, labour and social law regulations) that are relevant at the operational site for the Complete System, subject to the Contractor's obligation to indemnify and hold the Client harmless in all other respects.

4. PRICES

4.1. Quotation price as fixed all-inclusive price

Prices described in the Order are stated as fixed prices without value-added tax (fixed all-inclusive price) that include all expenses incurred by the Contractor in connection with its Supplies of Goods and/or Services.

4.2. *Pricing / quotation costing*

The Contractor declares that it has prepared its pricing on the basis of detailed data, study of available documents, knowledge of the facts, and subject to consideration of all work and expenses necessary for the complete and functional supply of all goods and services.

Quotation prices include all costs associated with the Contractor's Supplies of Goods and/or Services in all countries in which they are provided, such as, in particular, the costs for licences, software programs and insurance, travel expenses, accommodation costs, costs for contractually conforming documentation or documentation in accordance with the respective state of the art, technical testing, painting, corrosion protection, marking, signing, the costs for transport, insurance, packaging, taxes, customs duties and other charges. Unless otherwise agreed in the Order, the Contractor shall be obliged to provide export customs clearance (customs clearance based on own documents) for supplies to foreign countries and to bear all associated costs and duties.

The Client shall bear costs and/or other expenses in connection with Supplies of Goods and/or Services to be provided by the Contractor only if and to the extent that such obligations are expressly stated as an obligation of the Client in the Order.

The prices and costing bases on which the primary Order was based shall apply to any extensions and supplements to the Order as well as for orders for spare parts and consumables.

4.3. *Euro denomination*

Unless otherwise expressly agreed in writing, all payment obligations are exclusively denominated in euros. The exchange rate applicable on the Order date shall be decisive.

5. PAYMENT ARRANGEMENTS

5.1. *Invoicing*

Invoices shall be submitted to the Client as single copies together with all documents necessary for identification, such as order number together with the respective item numbers, etc., to the invoice address stated in **Annex 1**. Invoices must be auditable.

In addition to the information required by law for tax exemption (e.g. tax liability of the recipient of the goods, recipient is liable for VAT), all invoices must also state the movement of goods (Intrastat data).

All invoices must comply with the minimum legal content and formal requirements applicable in Austria and/or the country of use.

5.2. *Tax clause*

The Contractor shall be obliged to take account of the tax provisions applicable in each case, in particular if services are provided in different countries of operation.

The Contractor shall be obliged to comply with any requests made by the Client for the Contractor to fulfil its tax obligations (e.g. submission of exemption certificates, certificates of residence) without delay. If the Client incurs damages as a result of any omissions on the part of the Contractor (e.g. payments to the tax authorities), the Contractor shall indemnify and hold the Client harmless therefor.

5.3. Payment

Agreed (partial) payments shall be made in each case within the agreed payment term after receipt of the invoice and after fulfilment of all prerequisites specified for payment in the Order. Service performance in accordance with the agreement, and, in particular, the delivery of proper documentation, is a prerequisite for payment.

5.4. No verification of acceptance

The payment of an invoice does not imply any acknowledgement of the propriety of Supplies of Goods and/or Services and thus does not constitute a waiver by the Client of performance, warranty, damages, contractual penalties, etc.

5.5. Hold-back

The Client has the right to retain an agreed hold-back amount as non-interest-bearing security for performance, warranty, guarantee or damage compensation claims for a period of 45 days beyond the warranty period. This shall also apply in the event of insolvency of the Contractor.

5.6. Final invoice

The release of the last payment shall only be made upon presentation of a final invoice for all Supplies of Goods and/or Services rendered in accordance with the Order and any related claims.

By submitting the final invoice, the Contractor declares that it has thereby asserted all claims arising from the relevant business case and that no further claims will be made.

5.7. Retention / offset

The Client reserves the right to withhold payments to the Contractor in the event of the assertion of warranty claims and/or other claims to which the Client is entitled against the Contractor, irrespective of the legal nature of such claims, or to offset such payments against counterclaims of the Client. The Client's right of set-off shall also include claims against the Contractor to which certain companies affiliated with the Client as well as companies legally or economically related to the Client are entitled. The Contractor is not entitled to retain amounts due to the Client, or Supplies of Goods and/or Services, or perform a set-off with regard to such items.

6. SUBCONTRACTING

6.1. Authorisation

The Contractor is obliged to inform the Client of any intended subcontracting and to obtain the Client's express written consent prior to any desired subcontracting. The grant of such consent shall be at the exclusive discretion of the Client. Upon request, the Contractor shall provide a copy of the respective subcontract to the Client. The Contractor shall remain fully responsible to the Client for the fulfilment of the entire Order, even in the event of subcontracting.

If the Contractor commissions a subcontractor without first obtaining the express and written consent of the Client, this shall constitute good cause entitling the Client, at its discretion, to withdraw from or terminate the contract or parts thereof.

6.2. *Value added*

In the event that, in accordance with the requirements of the Austrian Kontrollbank (ÖKB) or any other financing and/or insurance institution, a specified minimum share of the Order placed with the Contractor must be performed in a certain country for reasons of value creation, or certain certificate of origin regulations must be complied with, the Contractor shall be liable to the Client for any breach of such obligations and shall indemnify and hold the Client harmless for any and all (additional) costs if and to the extent that the Client has notified the Contractor of the applicable requirements.

The Contractor shall grant the Client and/or the ÖKB or the respective other financing and/or insurance institution in each case, the right to examine the relevant conditions free of charge.

7. DOCUMENTATION

7.1. *Scope / quality*

The Contractor undertakes to provide proper and carefully prepared documentation covering the entire scope of the Order to the Client on a timely basis. Such documentation shall be handed over to the Client at the time stated in the Order and no later than at SOP (Start of Production). Such documentation shall correspond to the respective state of the art as a minimum standard. Unless other requirements apply based on the specific business case and the Client does not provide any other information when asked by the Contractor, the documentation must be prepared in German and in the national language of the place where the system is to be installed.

7.2. *Shipping documentation*

The shipping documentation shall comply with the Client's shipping terms and packaging guidelines. The complete and correct order number, identification number, contract item number and item number, as well as the description of the goods, as required, among other purposes, for the unambiguous assignment of the respective customs tariff, must be clearly shown in such documentation. The part designation must be the same in all documentation. In particular, such designation must have the same wording in the drawings, parts lists, packing lists and shipping documents.

7.3. *Documentation of origin*

In the case of international transport, the Contractor shall enclose with the goods to be delivered and free of charge such valid proof of preference (movement certificate, preferential certificate of origin, certificate of origin, confirmation of origin, declaration of origin, etc.) as is required in the country of destination of the goods for preferential import customs clearance. In particular, the proof of preference must also contain the order number and the Client's contract number. The invoiced value of goods may not be shown.

Unless otherwise agreed, the Contractor's country shall be deemed to be the country of origin.

Certificate of origin:

The certificate of origin shall be certified by the competent chamber of commerce and/or by the competent consulate or embassy at the Client's request and at the expense of the Contractor.

Confirmation of origin:

If the certificates of origin are issued by the Client, the Contractor shall, at the Client's request, submit a confirmation of origin for each individual part, stating the manufacturing company (with exact address) and/or the country of origin. All charges, fees and additional costs arising from the failure to provide such documents or from incorrect information shall be borne by the Contractor.

7.4. Testing documentation

Unless otherwise agreed in a specific case, the testing documentation to be supplied by the Contractor shall, at a minimum, consist of quality control reports, test reports, etc., as well as schedules and progress reports. The Contractor is obliged to provide the testing documentation required for applicable testing and, in the case of packaging tests, the packing lists.

The testing documentation shall be submitted and/or sent and/or handed over in the required number to the Client's testing body within the stipulated period of time, in a clear and meaningful form, including tables of contents in the data formats specified by the Client, separated according to item numbers.

7.5. Assembly documentation

The Contractor shall attach all documents necessary or appropriate for proper and efficient assembly to the project schedule and the actual delivery schedule.

7.6. CE labelling

The Contractor undertakes to provide valid confirmation of CE conformity in writing for all Supplies of Goods and/or Services provided by it and to provide all necessary proofs of conformity in the form and language required for the documentation and completion of the Complete System to the Client.

8. INSPECTIONS / ONGOING CONTROLS

8.1. Inspections

The Contractor shall grant the Client and the End User, and persons commissioned by them, as well as the competent authorities the right to inspect activities connected with the execution of the Order at any time. Such inspection rights include, *inter alia*, the inspection of planning and production with regard to compliance with required quality levels and specified deadlines (performance progress check, etc.), in particular also the inspection of compliance with the national, European and international standards relevant for the Order, sampling, inspection of the packaging with regard to quality and compliance of the packing lists with the information in the lists, loading inspections, etc. For such purposes, the Contractor shall grant the Client and the End User, or their representatives, as well as the competent authorities, access to the relevant workspaces and documents at the Contractor's facilities and those of its subcontractors and shall inform the Client about the actual deadline progress and provide notification of foreseeable delays on an ongoing basis. The Contractor undertakes to conduct project implementation planning for the Supplies of Goods and/or Services to be provided by it, to update such plans on an ongoing basis and to forward such planning to the Client without being prompted to do so (current Project Schedule).

The Contractor is obliged to carry out a complete inspection itself prior to the technical inspection by the Client's inspection team and to submit detailed inspection results (inspection report, measurement records, etc.) for the final inspection and, at the Client's request, to participate in such final inspection by the Client or End User. In order to carry out the inspections, the Contractor shall provide, at its own expense, auxiliary services, materials, labour, interpreters, energy, suitable testing equipment, testing supplies, skilled and unskilled labour for tasks such as, for example, restacking, opening/closing the boxes etc., so as to enable a complete inspection.

The Contractor is obliged to make the plants/plant components, etc. readily accessible on all sides, accident-proof and – unless otherwise stipulated – unpainted and pre-assembled ready for inspection.

The performance of an inspection or a waiver of an inspection on the part of the Client shall not limit the obligations of the Contractor and shall, in particular, not constitute a waiver by the Client of any rights to which it is entitled, such as contractual penalties, damages, claims under warranty/guarantee, etc., even if no reservation in this respect is declared. The Contractor shall immediately remedy any defects discovered in the course of the inspections at its own expense.

8.2. Costs

The Contractor and the Client/End User shall each bear the costs for their own personnel or inspection team. All costs resulting from a new inspection shall be borne by the Contractor in the event of negative inspection results due to the fault of the Contractor.

9. PASSAGE OF RISK AND OWNERSHIP

The Client and the Contractor are deemed to have agreed to the passage of risk and accidental loss at the end of the day of acceptance by the End User of all Supplies of Goods and/or Services to be provided by the Contractor. Unless otherwise agreed in the Order documentation, the passage of risk shall take place upon acceptance of the supplies by the Client at the place of use of the Supplies of Goods and/or Services as confirmed by the Client. The place of use shall be the destination of the Supplies of Goods and/or Services notified to the Contractor – usually the End User’s facilities.

Ownership shall pass to the Client concurrently with the passage of risk.

10. SHIPPING

10.1. Shipping terms

The Contractor undertakes to comply with the Client’s shipping terms and packaging guidelines. All specifications made by the Client with regard to the mode of transport, carrier and shipping instructions must be complied with. In the event that shipping arrangements or shipping conditions have not been stipulated by the Client, the Contractor shall select the most cost-efficient shipping method that ensures the Client’s delivery date. Agreement must be reached with the Client’s procurement department before special transport measures are taken (e.g. air freight, express service) in the case of time-critical shipments. The Client reserves the right to revise shipping schedules to reflect current requirements during construction of the Complete System.

Unless otherwise specified in the Order, the following terms of delivery shall apply to domestic and international deliveries: DPU (Delivered at Place Unloaded) according to Incoterms 2020.

11. DATES / REVOCATION / CONTRACTUAL PENALTY

11.1. Delivery date:

The Contractor undertakes to provide its Supplies of Goods and/or Services in accordance with the agreement and on time on the interim dates agreed in the Project Schedule.

11.2. Risk of scheduling delays, acceleration measures

If it becomes apparent to the Contractor that the agreed deadlines and dates and/or the final date and/or schedule specified by the End User cannot be met, irrespective of the reason, the Contractor shall be obliged, subject to any other obligation to indemnify and hold the Client harmless, to notify the Client in writing without delay (i) stating the reasons and (ii) stating the expected duration of the delay (duty to warn). If the Contractor breaches the duty to warn incumbent upon it, it shall lose the right to assert claims for any cost or delays for which it is not responsible against the Client. The foregoing is subject to the understanding that the Contractor has deprived the Client of the (potential) possibility to meet its warning obligations in relation to the End User on a timely basis and/or to initiate corresponding acceleration measures.

If the Contractor has fulfilled its duty to warn and if it is not (or is no longer) possible for the Contractor to perform on time due to delays for which it is not responsible (despite the Contractor's obligation to take all possible acceleration measures, see below), the agreed delivery dates shall be postponed or the performance deadlines set for the Contractor shall be extended by no more than the period of the delays for which the Contractor is not responsible. The Contractor shall not be entitled to any further claims of any kind whatsoever against the Client. The original deadlines extended by the delay concerned shall be deemed to be new deadlines subject to a contractual penalty in accordance with Section 11.7.

In all cases of imminent or actual delays, the Contractor shall be obliged, irrespective of their cause, to arrange the execution of the Order in such a flexible manner that past delays are made up and future delays are minimised as far as possible. In particular, the Contractor is obliged to make up for delays in the Project through its own acceleration measures (acceleration measures).

11.3. *Revocation*

The Client shall be entitled to revoke the contract in whole or in part in accordance with applicable statutory provisions subject to provision of a grace period commensurate with the severity of the breach of contract. Breaches of contract which entitle the Client to revoke the contract comprise, among other things, such delays in delivery or performance in the case of interim or final deadlines or such defects in the Supplies of Goods and/or Services that endanger the fulfilment of the contract by the Client in relation to its contractual partners. The Contractor's obligation to pay a contractual penalty shall not limit the Client's right to revoke the contract.

The Client may also revoke the contract without setting a grace period, in particular if

- the Contractor already had a reasonable grace period at its disposal;
- the Contractor is manifestly unwilling to perform the contract;
- the Contractor is obviously not in a position to make up for any lack in performance within a reasonable period;
- the Contractor is obviously not in a position to make up for the Supplies of Goods and/or Services as stipulated; or
- the Contractor, despite two requests by the Client, does not maintain prospective, binding planning overviews and production progress reports, i.e. a Project Schedule, or does not continuously update such a Project Schedule and/or does not submit such a Project Schedule to the Client; or
- the Contractor's financial situation deteriorates significantly.

11.4. *Substitute performance*

If there is a specific risk that claims and/or rights in relation to the Client could accrue to the End User or other persons on grounds for which the Contractor is at fault, the Client is entitled, without the need to revoke the contract prior thereto, to undertake all reasonable efforts at the expense of the Contractor to provide services and to arrange for measures (substitute performance) in order to avoid the accrual or assertion of such claims and/or rights accruing to the End User.

Such substitute performance, comprising all measures described above, which may also be carried out by third parties, may only be rendered after the expiry of a reasonable grace period to be notified to the Contractor in writing, unless (i) several grace periods have already been actually available to the Contractor within the framework of the performance of the contract, or (ii) the Contractor is obviously not in a position to make up for the Supplies of Goods and/or Services it owes in a timely manner, or (iii) the Contractor declares or indicates that it is not prepared to provide the Supplies of Goods and/or Services within the deadlines set therefor.

The Client's right to initiate substitute performance at the Contractor's expense without having to revoke the contract beforehand shall also apply if the Contractor does not carry out any prospective, binding delivery and performance scheduling, i.e. the Contractor does not maintain a current Project Schedule or does not continuously update such a schedule and it is therefore not possible for the Client to carry out a prospective, coordinated project implementation itself.

The rendering of corresponding substitute performance shall not release the Contractor from the provision of further services if and to the extent that such services are owed and can be distinguished from the services which were the subject of the substitute performance. In such case, the rendering of the substitute performance to the extent thereof shall be deemed a partial revocation of the contract, and the Client in particular reserves the right to assert, in addition to the costs of the substitute performance itself, all further damages incurred by the Client as a result of the Contractor's failure to perform against the Contractor.

11.5. Warehousing

If the agreed delivery dates are extended on grounds for which the Contractor is not at fault, the Contractor agrees to provide proper storage for up to three (3) months on behalf of the Client at the expense and risk of the Contractor.

Contractual payments falling due can be demanded upon confirmation of storage, declaration of transfer of ownership of material and/or bank guarantee, etc. In the case of warehousing, total or partial deliveries are only permitted after written release for dispatch by the Client.

11.6. Early fulfilment:

Supplies of Goods and/or Services before the due date are only permitted with the express written consent of the Client and do not create any early right to payment.

11.7. Penalties for delay:

If the Contractor fails to meet the interim or final deadlines agreed in the Order and/or confirmed by it in the course of performance on grounds for which it is responsible, the Contractor shall be liable to pay, irrespective of fault, the following contractual penalties, unless other contractual penalties have been stipulated in the Order, for the duration of such delay, which shall be calculated on the basis of the total net order value:

- a) delay in other Supplies of Goods and/or Services (including Engineering Services)

1% (one percent) per week of delay or part thereof, up to a maximum of 10% (ten percent) of the total net order value;

b) Delays related to documentation

0.5% (one-half of one percent) per week of delay or part thereof, up to a maximum of 5% (five percent) of the total net order value.

The Contractor's obligation to pay a contractual penalty shall accrue upon the occurrence of the delay and shall continue to apply as long as the Client's management does not legally waive its right to assert such penalty in writing. The payment of contractual penalties shall not release the Contractor from its obligation to perform and any liabilities resulting from such obligation. Any claims of the Client exceeding the contractual penalty (e.g. rescission of contract, damages, lost profits, performance, omission, etc.) shall remain unaffected.

11.8. Cancellation

The Client has the right to revoke the contract in whole or in part, even if the Contractor is not at fault. In such case, the Client is obliged to pay the Contractor the contract price in proportion to already provided Supplies of Goods and/or Services and, in addition, to reimburse verified direct costs related to Supplies of Goods and/or Services in progress or the cancellation of subcontracts. The Contractor shall not be entitled to assert claims for lost profits. After receiving notice of revocation, the Contractor is obliged to make every effort to keep the costs to be reimbursed by the Client as low as possible.

11.9. Suspension

The Client has the right to demand that the Contractor suspend further work on the Order at any time. In such case, the Contractor shall explain the consequences to the Client in detail without delay and shall offer the Client the most cost-effective change to the Project Schedule possible. The Contractor states that it will not assert any claims arising from any such suspensions up to a maximum of three (3) months and waives the assertion of claims in connection therewith.

11.10. Contractor's creditworthiness

The Client shall be informed by the Contractor fully and without delay in the event of insolvency, composition or other reorganisation proceedings threatened or initiated against the Contractor or its suppliers, or in the event of a change in the Contractor's ownership structure.

In the event that composition or bankruptcy proceedings are instituted against the Contractor or in the event of a change in the Contractor's ownership structure, the Client may immediately dispose of any Supplies of Goods and/or Services stored with the Contractor and/or its sub-suppliers and/or immediately withdraw from the contract in whole or in part.

Furthermore, the agreed payment terms shall be amended by mutual agreement as follows:

All (partial) payments to be made by the Client to the Contractor prior to acceptance shall only become due for payment after acceptance of the entire or partial system by the End User. Payment periods agreed after invoicing by the Contractor shall also apply in such cases.

12. GUARANTEE / WARRANTY / CONTRACTOR'S LIABILITY

12.1. General provisions

To the extent that a more specific provision is not provided below, applicable statutory warranty and damage compensation provisions shall apply to the contractual relationship underlying the Order that are not intended to be excluded nor limited by the present provisions.

12.2. Contractor's guarantee

The Contractor guarantees that the Supplies of Goods and/or Services will be carried out in accordance with the Order and the Project and will be free of defects, that they will have the expressly stipulated and commonly assumed properties, that they will comply with applicable statutory and other public law regulations as well as the recognised stated of the art for science, technology and craftsmanship as well as any relevant standards and that they will suitable for the intended use at the place of use. The Contractor guarantees that its Supplies of Goods and/or Services will be carried out in accordance with the norms, regulations and standards applicable at the place of use and are/will be based on the metric system unless otherwise agreed. In the absence of such corresponding, explicit norms, regulations and/or standards, the Contractor shall apply appropriate, suitable, comparable norms, regulations and standards primarily from the German legal system.

12.3. Performance guarantee

The Contractor guarantees the attainment of, and reliable compliance with, all project specifications and stipulated performance specifications (e.g. plant availability, cycle times) in accordance with the most recent valid order documentation and the other contractual components.

The Contractor guarantees that it will provide all additional supplies and services required to achieve the project specifications covered by the Order as soon as possible and will carry out all repairs, adjustments, additions and assembly work or will take precautions to ensure that all specified performance specifications are attained and maintained. Additional personnel expenses for the attainment of acceptance testing shall be borne by the Contractor.

12.4. Waiver of notification of defects

The Contractor expressly and irrevocably waives any duty of notification of defects incumbent upon the Client and declares that it will not object to the Client reporting any damage on a late or delayed basis.

The Contractor shall remedy defects at its own expense and at the Client's discretion by means of improvement, replacement and/or subsequent delivery, taking the project-specific situation and deadline requirements into account. Such requirements shall be determined by the Client in case of doubt. The choice as to whether the defects are to be remedied by means of improvement, replacement and/or subsequent delivery, or whether the Client is alternatively entitled to a price reduction or rescission, shall be at the sole discretion of the Client.

12.5. Warranty period, cure

Unless explicitly agreed otherwise in the Order, the warranty period shall be 36 months from acceptance of the Complete System by the End User.

The warranty period shall be extended by the duration of any downtime resulting from defects. The applicable warranty periods begin at the time of successful commissioning of the respective components in the case of repaired or newly delivered replacement parts.

12.6. Liability

The Contractor shall be liable to the Client for all direct and indirect defects and damages of whatever nature that arise, or have arisen, as a result of defective or non-conforming Supplies of Goods and/or Services. The Contractor shall be liable for all damages and shall bear all costs that are attributable to defects in the shipping documentation, the documentation of origin, the packaging, arise from faulty shipping disposition, loading, corrosion protection, incorrect or missing parts designations and labelling (spare parts must be labelled and packaged separately), as well as failures with regard to the procurement of permits, official documents, etc. The Contractor undertakes to fully indemnify and hold the Client harmless against any claims asserted by third parties, insofar as the claims of such third parties result from defective Supplies of Goods and/or Services by the Contractor or its subcontractors.

12.7. Duty to cure

If the Contractor does not comply with the request to cure a defect within a reasonable period set by the Client, the Client may cure the defect itself or have it cured at the Contractor's expense without obtaining cost estimates. For the purposes of these GTC, "reasonable" shall mean the shortest possible period in all cases.

The Client shall be entitled, in particular in time-critical phases (e.g. trial operation), to cure minor defects, the costs of which amount to a maximum of EUR 10,000.00 net, at the Contractor's expense without informing the Contractor in advance if and to the extent that it is not possible for the Contractor to cure the defect on site on short notice. The Contractor's warranty obligations shall not be limited by such minor support services of the Client and shall remain unaffected thereby.

In urgent cases, after notifying the Contractor, the Client shall in any case be entitled to cure defects itself or have them cured by third parties without the need to set a grace period at the expense of the Contractor and without limiting the Client's claims in relation to such defects. In cases of imminent danger, the Client may proceed as provided above even without notifying the Contractor.

The Client shall inform the Contractor of the cure of the defects concerned without delay.

Even if the Client has not given the Contractor the opportunity to make improvements without specific grounds, but rather has the defects cured itself or by a third party, the Client may in any case claim the costs which the Contractor would have had to incur if the Client had given the Contractor the opportunity to make the respective improvements.

The Contractor shall reimburse the Client for all costs incurred by the Client in relation to a defective Supply of Goods and/or Services by the Contractor (inspection costs, expert's fees, etc.) irrespective of fault.

12.8. Bank guarantee

In the event that the Contractor provides a bank guarantee or similar abstract security from a third party pursuant to or in connection with the Order to the Client, such security provided to the Client shall be deemed to have been provided for any non-performance or defective performance resulting from or in connection with the Order.

13. INSURANCE

The Contractor is obliged to obtain liability insurance appropriate to the Supplies of Goods and/or Services, to insure such Goods and/or Services sufficiently at replacement value and to maintain such insurance for the duration of the Project. The respective insurance must be valid worldwide. The Client has the right to demand higher insurance cover in specific project-related cases. Upon request of the Client, the Contractor is obliged to submit the respective insurance policies to the Client.

14. ACCEPTANCE

Acceptance of Supplies of Goods and/or Services to be provided by the Contractor shall take place after completion of the agreed trial operations period following successful completion of positive performance testing for the Complete System. Neither the passage of risk nor the start of the warranty period is connected to the start of trial operations.

Acceptance takes place after the following conditions have been fulfilled:

- fulfilment of all Supplies of Goods and/or Services by the Contractor in accordance with the Order, including the specified performance criteria of the system;
- proper and complete delivery of all documentation;
- presentation of a record signed by both Parties, according to which trial operations, including the proof of performance for the Complete System, have been successfully completed.

The Client is entitled to carry out additional special tests to check the Supplies of Goods and/or Services.

If the Client accepts the Goods and/or Services although the contractually agreed performance figures, etc. in the performance certificate have not been provided, an acceptance report shall be drawn up based on the last performance certificate with a detailed description of the improvements still to be made.

15. EXPORT LICENCE

The Contractor is obliged to procure, at its own expense, any export licences required in connection with its Supplies of Goods and/or Services, in particular for exports to the country in which the End User is located. The Contractor warrants that, at the time of the Order, the complete delivery of the object of the Order is assured and that no official or other restrictions prevent complete delivery and performance; otherwise the Contractor shall be liable for any damages incurred by the Client and/or the End User as a result. After conclusion of the contract, the Contractor shall inform the Client of potential new export bans/restrictions on a timely basis and submit alternative options to the Client free of charge as early as possible.

16. RIGHTS IN THE CONTRACTUAL OBJECT

16.1. Third-party rights

The Contractor undertakes to ensure that the use of the Contractor's Supplies of Goods and/or Services is not impaired in any way by the assertion of third-party rights (intellectual property rights, copyrights, trademarks, samples, patents, territorial protection, etc.) or that existing boycott clauses, blacklists, etc. are not violated. The Contractor shall inform the Client without delay of any infringements of third-party rights or of boycotts, blacklists, etc. that become apparent at a later date.

Should such impairments or infringements of rights be alleged, the Contractor undertakes to fully indemnify and hold harmless the Client and/or the End User without limitation against any such third-party claims and to guarantee the Client and/or the End User the unrestricted use of the object of the Order or to secure other acceptable alternatives free of charge for the Client and the End User.

16.2. Confidentiality, advertising

The Contractor is obliged to maintain confidentiality in relation to third parties with regard to the business relationship and all commercial and technical details which are not in the public domain, including, without limitation, execution documents, documentation, business and trade secrets, etc., which come to its knowledge directly or indirectly as a result of the business relationship ("Confidential Information"), and to use such Confidential Information exclusively for the performance of the respective Order. The foregoing non-disclosure obligation shall remain in force even after termination of the contractual relationship. The Contractor may not publish the contents of the Order, the business case and all information and documents received directly or indirectly from the Client or the End User and all information and documents to be supplied by the Contractor based thereon, nor use them for advertising or other purposes, without the express written consent of the Client. Employees and other persons who have a need to know Confidential Information in the course of fulfilling the Order shall be subject to a corresponding non-disclosure obligation. In the event of a breach of this confidentiality obligation, the Contractor shall be obliged to indemnify and hold the Client harmless, including against any claims asserted by third parties.

The Contractor undertakes to compensate the Client for any resulting damages in the event that the Contractor, its employees or its contractual partners infringe the Client's business or trade secrets.

All documents supplied to the Contractor, and copies made of any Confidential Information, shall be returned or destroyed at the Client's request without delay. This includes the surrender or deletion of all work results and all information on data carriers and backup data carriers ("back-ups").

16.3. Copyright

The Client shall retain ownership and the exclusive right of use of the drawings, information and know-how made available to the Contractor by the Client. The Contractor acknowledges that these are copyrighted exclusively for the Client.

16.4. Inventions and improvements

The Contractor hereby expressly and irrevocably declares (i) for itself and bindingly for its respective legal successors, (ii) for its employees and their legal successors, and (iii) for its subcontractors, to waive all work results and creations directly or indirectly created or still to be created in the future by it or its employees or subcontractors in connection with the fulfilment of the Order (order execution), including, in particular, all works within the meaning of the Copyright Act (*Urheberrechtsgesetz*) (such as software, programs, texts, graphics, graphic and conceptual designs, databases, images, layouts, ideas, concepts, plans, logos, sketches, etc.) and the rights possibly accruing thereto, including, but not limited to, rights to use works, ancillary copyrights, rights to concepts, ideas and inventions as well as other rights not protected by special law (all aforementioned rights collectively comprising "IP Rights"), in their entirety and exclusively for the benefit of the Client and to irrevocably assign these rights to the Client.

The Client is exclusively entitled to apply for and register industrial property rights, such as patents, utility models/design patents, trademarks, etc., in its own name and at its own expense and to use them without restriction.

The Contractor and its employees and/or subcontractors hereby expressly and irrevocably waive, such waiver likewise binding upon their respective legal successors, (i) any remuneration to which they may be entitled *vis-à-vis* the Client in respect of the transfer, use and/or exploitation of the IP Rights, (ii) any challenge to this declaration on the grounds of error or *laesio enormis*, and (iii) the assertion of any claims for damages and/or unjust enrichment.

The following specific provisions shall also apply with regard to employee inventions (§ 7 (3) of the Patent Act (*Patentgesetz, PatG*)): The Contractor (or its employees and/or employees of the Contractor's subcontractor(s)) shall immediately report to the Client all inventions made in the course of fulfilling the Order (order execution). The Contractor undertakes to effectively claim such an employee invention, whereby such employee invention shall subsequently pass to the Client without restriction and free of charge; in any case, the Client shall receive an unrestricted right to use the employee invention concerned. The transfer of an invention made by the Contractor or its employees and/or subcontractors to TMS – and in any case the granting of an (exclusive) right of use – shall be deemed to be settled by payment of the remuneration agreed for the Order.

The Contractor is obliged and warrants that the provisions set out in Section 16.4 of these GTC can be enforced effectively and at the Contractor's expense against its employees as well as its subcontractors and their employees. Furthermore, the Contractor shall ensure that its subcontractors assume a similar obligation for the benefit of the Client. In the event that the provisions provided for in Section 16.1 *et seq.* of these GTC cannot be effectively enforced, the Contractor shall indemnify and hold the Client harmless and shall also be obliged to compensate for lost profits in such cases.

16.5. *Follow-on orders*

In order to protect the Client's know-how acquired by the Contractor in connection with the Order, and to ensure optimum operation of the Complete System even after expiry of the warranty, the Contractor shall grant the Client corresponding customer protection for any subsequent orders placed by the Customer/End User or its authorised representatives for the Complete System supplied by the Client for a period of three (3) years from final delivery. The Contractor undertakes not to make any direct or indirect offers to the End User, e.g. for spare parts and consumables, without consulting the Client as a sales partner.

17. DATA PROTECTION AND INFORMATION SECURITY

17.1. *Processing of personal data (GDPR)*

The Contractor undertakes – if and to the extent the Contractor processes personal data within the scope of fulfilling the Order – to comply with all applicable data protection laws and regulations, in particular the requirements of the General Data Protection Regulation (GDPR).

17.2. *Information security*

The Contractor is obliged to secure the Client's data as well as its own data necessary for the fulfilment of the Order – irrespective of whether such data comprises personal or non-personal data (hereinafter collectively referred to as "Data") – against unauthorised access, modification, destruction and other misuse in accordance with customary industry standards ("Information Security"). This includes in particular, but is not limited to, the obligation to strictly separate or treat such Data separately from data of third parties and to provide for appropriate security measures to prevent access by third parties. If and to the extent that storage of the Client's Data is part of the Order, the Contractor shall take all precautions in accordance with the current state of the art in order to be able to fully restore such Data at any time.

Depending on the type and sensitivity of the Client's Data concerned or the significance of the Contractor's services for the Client's business operations, the Client may demand a special level of security measures from the Contractor as well as evidence specified by the Client of an appropriate level of information security in the Contractor's operations, in particular by submitting suitable certificates.

The Contractor shall ensure that no malware (e.g. viruses, worms, Trojan Horses, etc.) is used in the course of fulfilling the Order. The Contractor shall obtain appropriate verification thereof and provide the Client with written confirmation thereof upon request.

The Contractor warrants to the Client that any software used in connection with the execution of the Order is free of functions that endanger the integrity, confidentiality and availability of the Supplies of Goods and/or Services, other hardware and software or of Data, for example, by means of functions for the

- unwanted transmission/deduction of Data;
- unwanted manipulation/modification of Data or its processing logic; or
- unwanted entry of Data or unwanted functional expansions.

"Unwanted" shall be understood to mean a function that was neither requested by the Client nor offered by the Contractor with a specific description of such function and that the Client has also not expressly accepted in writing with regard to the specific function concerned.

If the Contractor becomes aware of an incident involving a breach of information security, in particular unauthorised access to the Client's Data by third parties, or if the Contractor has indications which, when reasonably assessed, give rise to the suspicion of such an incident, the Contractor shall immediately

- inform the Client thereof;
- take all necessary steps to assess the situation, to limit any damages and to support the Client accordingly, and
- if the breach of information security causes an interruption in any Supplies of Goods and/or Services, or the loss of the Client's data, to assist the Client in restoring such Data;
- upon request of the Client, provide a security report for a specified period of time. Without limitation, the required contents of such a security report comprise the results of security audits, identified information security risks as well as identified information security incidents and their resolution.

If the Contractor is required to demonstrate a certain level of information security under this Section, the Contractor shall

- provide the Client with the name of a primary contact person for information security issues; and
- enable the Client, upon request, to satisfy itself of compliance with information security ("Audits"). The Contractor shall permit such Audits and provide cooperation, e.g. by providing information, insofar as this is necessary for such an Audit. The Client may, after timely notification and – as far as possible and reasonable – without disrupting business operations, also inspect the Contractor's premises, including the IT systems, during normal business hours to ensure compliance with information security. The Client is entitled to have the Audits carried out by a qualified external company that is subject to non-disclosure obligations in relation to third parties. Statutory rights of control and information are neither restricted nor excluded by this provision.

The Contractor shall ensure that its subcontractors are obliged to comply with the provisions contained in this Section 17 by means of suitable contractual provisions agreed with them.

18. FORCE MAJEURE

The Contractor shall be released from the timely performance of the contract, in whole or in part, if the Contractor is prevented from doing so by a force majeure event. Force majeure events exclusively comprise fire, forces of nature, war and riot.

However, the Contractor hindered by a force majeure event may only rely upon such force majeure event if it immediately, but no later than within five (5) calendar days, informs the Client of the beginning and foreseeable end of the hindrance by sending a registered statement confirmed by the respective government authority or chamber of commerce of the country relevant to the affected Supply of Goods and/or Services regarding the cause, the expected effect and duration of the delay.

In cases where force majeure applies, the Contractor shall make every effort to eliminate or reduce difficulties and foreseeable damages and shall keep the Client informed accordingly.

Dates and deadlines that cannot be met due to force majeure events shall be extended for the duration of the effects of such force majeure events. The Client may withdraw from the contract in whole or in part should a case of force majeure last longer than four (4) weeks.

The Client shall not be liable to the Contractor for the consequences of impairments to the performance of the contract caused by force majeure events.

19. MISCELLANEOUS PROVISIONS

19.1. *Power of attorney*

Persons who make declarations to the Client on behalf of the Contractor shall be deemed to be fully authorised to do so.

19.2. *Assignment*

The Contractor hereby assigns to the Client, for purposes of fulfilment, all claims to which the Contractor is entitled in relation to its subcontractors with respect to the Order. The Client hereby accepts such assignment.

This is without prejudice to liability for defects on the part of a subcontractor or supplier. The foregoing notwithstanding, the Contractor may demand that the assigned claims in relation to the subcontractor or supplier be assigned back to the Contractor in the event of a claim against the Contractor.

The Contractor may only assign its rights to a third party with the written consent of the Client.

19.3. *Equipment of the Contractor*

Assembly equipment, commissioning parts or other equipment of the Contractor that is only intended for temporary use on the construction site shall remain the property and within the scope of risk of the Contractor. The Contractor shall ensure that no costs are incurred by the Client, in particular in connection with the import and export of such equipment.

19.4. *Assembly and commissioning services by the Contractor*

The Client's Assembly Terms contained in **Annex 2** shall apply to any assembly and commissioning services provided by the Contractor.

19.5. *Insurance*

If and to the extent not otherwise expressly agreed in writing (see Section 13), the Contractor shall be obliged to take out insurance deemed to be necessary by itself. Insurance policies concluded by the Contractor must contain a waiver of recourse in favour of the Client and the End User.

19.6. *Liability in relation to the Contractor*

The Client is not liable for damages caused by the End User or third parties.

19.7. *Third-party claims*

The Contractor shall indemnify and hold the Client harmless against all claims asserted by third parties in connection with defects or contractually deficient Supplies of Goods and/or Services by the Contractor.

19.8. Assignment:

The Contractor may only assign any of its rights with the written consent of the Client.

19.9. Changes in performance:

The Contractor undertakes to inform the Client of any potential improvements concerning the subject matter of the contract of which it becomes aware, and to offer them to the Client. However, any changes may only be made on the basis of a supplementary order.

19.10. Liens / retention rights:

The acquisition of lien rights, rights of retention or other security interests related to parts supplied by the Client, or in relation to the Supplies of Goods and/or Services or parts thereof, shall be excluded.

The Contractor shall ensure that a provision to this effect is included in all contracts with its subcontractors.

19.11. Employee non-solicitation clause and contractual penalty

During the term of the contract concluded with the Client and within a period of one year after termination of the respective contractual relationship, the Contractor undertakes not to contact any employees of the Client for business purposes, to entice them away or to work with them in any other professional manner. In the event of a breach of this employee non-solicitation clause, the contractual partner shall pay the Client a contractual penalty of EUR 20,000.00 (twenty thousand euros) irrespective of fault and not subject to judicial mitigation. The contractual penalty is independent of an actual occurrence of damage and can be demanded in addition to damages and further claims.

19.12. Customer non-solicitation clause and contractual penalty

The Contractor undertakes not to enter into any business relationships with the Client's customers within a period of one year after termination of the contractual relationship concluded with the Client and, in particular, not to entice away any of the Client's customers. In the event of a breach of this customer non-solicitation clause, the Contractor shall pay the Client a contractual penalty of EUR 20,000.00 (twenty thousand euros).

The contractual penalty requires the Contractor to have been at fault for the event giving rise to the contractual penalty.

19.13. Severability

Should individual provisions of these GTC prove to be invalid, ineffective, unlawful or unenforceable, this is without prejudice to the validity of the remaining provisions. In such case, the Contractor and the Client shall be obliged to replace the invalid, ineffective, unlawful or unenforceable provision with a lawful and enforceable provision that comes as close as possible to the economic intent of the provision concerned.

19.14. Reorganisation:

The Contractor shall inform the Client of the initiation, suspension or discontinuation of reorganisation proceedings and/or proceedings for the same purpose under the Corporate Reorganisation Act (*Unternehmensreorganisationsgesetz*) without delay and shall report to the Client on the status of the reorganisation on a monthly basis during the applicable reorganisation period.

19.15. Annexes

All Annexes to this GTC comprise integral elements of these GTC.

20. CONTRACT LANGUAGE, LAW AND JURISDICTION

20.1 Contract and correspondence language

The contract and correspondence language shall be German.

20.2 Place of jurisdiction and applicable law

The Parties agree that Linz, Upper Austria, shall be the exclusive place of jurisdiction for all disputes arising under and in connection with this contract. Austrian law shall apply exclusively. Any conflict-of-law principles under Austrian law, and the United Nations Convention on Contracts for the International Sale of Goods, shall be excluded.

....., dated

....., dated

On behalf of the Client

On behalf of the Contractor

ANNEX 1

17. COMPANY- AND PROJECT-SPECIFIC DATA

re. Section 1.1

Client = TMS Turnkey Manufacturing Solutions GmbH
Gaisbergerstr. 50
4031 Linz, Austria

re. Section 5.1 Invoicing

TMS Turnkey Manufacturing Solutions GmbH
(Gaisbergerstraße 50, 4031)
Attn. Business Center 281
4000 Linz, Austria