



A) GENERAL PURCHASE CONDITIONS

Nov. 2019

of Salinen Austria Aktiengesellschaft, FN 112541b, 4802 Ebensee am Traunsee, Steinkogelstraße 30 (SAAG) with further locations in 8992 Altaussee, 4820 Bad Ischl, 4830 Hallstatt, 5422 Hallein und 6060 Hall in Tirol.

The following purchase conditions shall exclusively apply for all orders/contracts, unless otherwise expressly agreed in writing between SAAG and the Supplier.

1. Order

SAAG's order shall form the basis of the contractual relationship. The Supplier shall confirm acceptance of each order in writing on the enclosed duplicate. SAAG's order number must be quoted on all correspondence relating to the contract. Orders placed verbally in exceptional cases shall only be valid if an order number is given. The order shall also be considered to be accepted in the absence of an immediate statement to the contrary. Any declaration, whereby SAAG assumes obligations or relinquishes rights, shall be in written form and shall require signature by two persons with the appropriate authority. This shall also apply to the declaration of intent to deviate from this written form. The Supplier's delivery conditions shall only be valid if SAAG has expressly acknowledged them in writing.

2. Packaging

The delivery shall be packed in the standard commercial manner, appropriately, sensibly and properly. If additionally specified in the order, the delivery shall be made properly packaged in accordance with the shipping instructions stipulated by SAAG in the order. The Supplier shall bear all costs arising from failure to observe these instructions.

3. Delivery

The agreed delivery or service shall not be assigned to subcontractors without SAAG's written agreement. The agreed delivery date shall be binding. In the event of a delay to the delivery and/or service, even if this only concerns part of the delivery, SAAG shall be entitled to withdraw from the contract in respect of the whole delivery or the outstanding part, without allowing a period of grace, or to continue to demand fulfilment. However, should the Supplier only realise, after issuing the order confirmation, that it is unable to comply on grounds of Force Majeure, it shall notify SAAG of this immediately. In the event of delay, SAAG reserves the right to make full use of the legal recourse available to it. This shall also apply if SAAG expressly agrees to an announced delivery delay. Only the values determined by SAAG shall apply for reckoning quantity and weight. In the event of an excess delivery, SAAG reserves the right to return the excess goods at the Supplier's expense. On the day of dispatch, SAAG shall be sent a separate detailed dispatch notice for each delivery. A delivery note (packing slip) shall be enclosed with each delivery. In the absence of shipping documents, the consignment shall be stored at the Supplier's expense and risk, pending arrival of the documents. Even if not expressly specified, every takeover at the place of destination shall be subject to the reservation laid down in the warranty conditions. Unless otherwise agreed, the Supplier shall dispose of loading equipment and packaging in an appropriate way.

4. Processing

In the event that, due to unforeseen circumstances, it is not possible for SAAG to install, use or process the ordered goods in its factory, SAAG shall reserve the right to withdraw from the contract to the corresponding extent. SAAG shall inform the Supplier immediately of the occurrence of such an event, providing the usual proofs.

5. Prices

Unless otherwise agreed, prices shall include packaging and free carriage to the place of destination (delivery address) and shall be fixed prices.

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Unless otherwise agreed, travel costs shall be remunerated on presentation of the relevant supporting documents as follows:

- i) for travel from the Supplier's head office to the respective operating site of the Purchaser and back
 - when the use of public transport is reasonable, the costs of this
 - otherwise flat-rate payment of the costs of a medium-class rental vehicle; the brands Porsche, Mercedes, Audi, BMW, Volkswagen are expressly excluded
- ii) for overnight stays, accommodation costs including breakfast according to the hotels/bed and breakfast establishments available to choose from at the respective operating site of SAAG will be reimbursed; the maximum amount is limited to EUR 80.00 net/ for each person.

6. Invoicing

Unless otherwise specified, invoices shall be sent to SAAG in paper format or as an electronic document, following the delivery and/or service. Invoices that do not bear the SAAG order number shall not be valid, shall not be processed by SAAG and shall be regarded as not having been submitted. Service invoices shall moreover be accompanied by service confirmations. Assignment of the invoiced amount shall only be allowed with SAAG's prior written consent.

7. Payment

Unless otherwise agreed, payment for accepted deliveries/services shall be made within 30 days net from receipt of invoice. Payment shall not signify acknowledgement of proper completion of the delivery or relinquishment of any due claims. In the event of complaints about deliveries/services, SAAG shall be entitled to withhold due payments.

8. Contractual penalty

For delayed service performance the Supplier must pay flat-rate damages in the amount of 0.5% of the order item per calendar day, however a maximum of 10% of the order item; the Supplier expressly renounces the reduction of this by a court of law.

9. Insurance

Unless otherwise agreed, the Supplier is obliged to take out insurance cover for its services as follows, and maintain this for the duration of the contractual relationship:

- i) Public liability insurance:
 - > for damage to property and personal injury, and resulting financial losses (including consequential damages): cover of EUR 5,000,000.00 with claims in one year limited to twice the amount of cover
 - > for purely financial losses: EUR 200,000.00
- ii) Transport insurance
With validity EU-wide, also for unloading activities, sum insured in the amount of 110% of the order value
- iii) Assembly insurance in the amount of the order value

10. Warranty

The Supplier shall fully warrant performance in accordance with the order and compliance with all relevant legislation and standards applicable in Austria. It shall likewise be liable for any goods and components it has supplied, even though they are not from its own production, and/or any services rendered. Takeover (acceptance) of the goods shall not be deemed to take place until the goods are used at the place of use (e.g. plants) or upon their actual employment. The agreed warranty period shall only start running from the time a defect is discoverable. Claims for obvious defects shall be allowed within six weeks of takeover and for hidden defects within six weeks of discovery and shall be deemed to have been made in time. In the event of liability and without prejudice to its rights, SAAG shall have the option to demand a free replacement delivery, free rectification of the defect or a commensurate price reduction or, after previously notifying the Supplier, to have the identified defects rectified at the Supplier's expense. The Supplier shall send SAAG any storage and operating instructions with the delivery unprompted, as otherwise it shall be liable for any damages that result from ignorance of these instructions. The Supplier shall declare that it will take all steps to secure the supply chain in compliance with the European Community Customs Code.

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11. Withdrawal from the contract / termination

If the Supplier fully or partially fails to meet its material contractual obligations, after setting an appropriate grace period SAAG can fully or partially withdraw from the contract. SAAG is entitled to withdraw in particular in the case of non-fulfilment of warranted characteristics.

In the event of withdrawal by SAAG, the Supplier shall only be entitled to compensation for performances already rendered, in return for proof of the costs thus incurred. Payment for performances not yet rendered is excluded, as is compensation for lost profits. The Supplier shall have no claim from the portion of the order that is saved through the non-execution by SAAG.

12. Non-transferability of contractual rights

The Supplier must not transfer its contractual rights to third parties without the express consent of SAAG.

13. Place of fulfilment of the delivery

Unless otherwise agreed, the place of fulfilment of the delivery shall be the place of destination (delivery address) specified in the order. The place of fulfilment for price payment shall be Ebensee.

14. Legal arrangement

Austrian law shall exclusively apply, excluding the United Nations Convention on the International Sale of Goods and the conflict-of-law rules of private international law.

15. Court of jurisdiction

For domestic transactions and transactions that fall within the scope of the Lugano Convention, other international treaties on jurisdiction and enforcement or relevant EU Directives (Brussels Regulation) and all other foreign transactions: the competent court for Bad Ischl, Austria, shall have exclusive jurisdiction.

For all other foreign transactions: for all other disputes or claims arising from or associated with this contract, including disputes about the validity, infringement, dissolution or nullity of the same, the competent court for Bad Ischl, Austria, shall likewise have exclusive jurisdiction. Only in the case of a separate written agreement between SAAG and the Supplier, shall the arbitration and mediation regulations of the international arbitration court of the Austrian Chamber of Commerce in Vienna (Vienna Rules) apply and the matter shall be finally decided by one or more arbitrators appointed in accordance with these rules.

16. Partial legal ineffectiveness

Partial legal ineffectiveness shall not affect the validity of the rest of the contract. In order to be valid, any changes to the contractual conditions shall require the express written confirmation of both contractual parties.

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B) TERMS AND CONDITIONS OF TECHNOLOGICAL PURCHASES

Nov. 2019

of Salinen Austria Aktiengesellschaft, company registration number 112541b, 4802 Ebensee am Traunsee, Steinkogelstraße 30 (SAAG), with further operating sites in 8992 Altaussee, 4820 Bad Ischl, 4830 Hallstatt, 5422 Hallein and 6060 Hall in Tirol.

Exclusively the terms and conditions of purchase below apply to all purchase orders/orders unless expressly agreed in writing otherwise between SAAG and the contractor.

1. Purchase order

The contractual relationship is based on the purchase order from SAAG. The acceptance of any purchase order must be confirmed by the contractor in writing on the attached duplicate copy. The SAAG order references must be stated without fail on all documents concerning the order. The order shall also be deemed to have been accepted if no objection is raised immediately. Any declaration with which SAAG assumes obligations or relinquishes rights requires the written form and the signatures of two persons authorised to do this. This also applies to the declaration of wishing to depart from this form. The contractor's terms and conditions of delivery apply only if they have been expressly acknowledged by SAAG in writing.

2. General requirements, declaration of inspection

By accepting the order, the contractor confirms that it accurately knows the local conditions, operating conditions – in particular, mechanical and electrical – material conditions and conditions for use on the basis of having visited the site, personal discussion and the documents handed to it, and has borne these in mind when preparing its quotation – without the shared responsibility of SAAG. The contractor is in possession of a legally effective official permit for the exercise of the contractual commercial activity and shall maintain this authorisation until the conclusion of the contractual performance.

The contractor, its personnel and third parties instructed by the contractor possess the specialist knowledge necessary to fulfil the order issued to them. The contractor shall contribute its expert knowledge in its special responsibility as an expert pursuant to Section 1299 ABGB [*Austrian Civil Code*] and shall provide the contractual performance in the deployment of these activities as a general contractor.

The contractor undertakes to demonstrably pass on the obligation to meet the contractual requirements for the personnel and specialist qualifications as well as the duties of the present order to third parties instructed by it, and shall be liable for the execution and shall indemnify SAAG and hold it harmless in the event of a claim.

The contractor must ensure the professional disposal of waste of all kinds concerning the contractual performance, unless anything otherwise was agreed in writing.

3. Legal requirements/standards/regulations

The contractual performance must be executed i) with state-of-the-art technology, and ii) in compliance with all the applicable relevant international, European and national standards, regulations, directives, guidelines and rules in the latest version valid at the time of the provision of the performance, in particular the occupational safety regulations, Machinery Directive (CE declaration of conformity) and the internal safety and operating instructions, with no claim to this list being definitive.

The contractor must provide the contractual performance in accordance with official authorisations insofar as necessary. The relevant authorisations form an integral element of this purchase order and shall be accepted with a separate acceptance confirmation.

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4. Terms of supply and deadlines

The contractual supply and service shall take place DAP 4802 Ebensee am Traunsee, Steinkogelstraße 30 (Incoterms 2010) unless anything has been agreed otherwise. The place of performance is 4802 Ebensee am Traunsee.

The agreed deadline for supply and service is binding. Delays in supply and service must be announced in writing by the contractor as soon as they can be foreseen irrespective of who caused them, so that SAAG can take corresponding countermeasures (duty to provide a warning).

In the event of delays in supply and/or service including with just a part of the supply, SAAG is entitled either to declare its withdrawal from the agreement in respect of the entire supply and service or the still outstanding part without setting a grace period, or to continue to wish for performance.

The order must not be passed on to subcontractors without the written consent of SAAG.

5. Monitoring deadlines and checking progress

The contractor is obliged to inform SAAG of the progress of the provision of the performance in the form of daily construction reports. These daily construction reports must be submitted to the project manager or maintenance department manager at SAAG daily in duplicate! As well as the personnel present, shift times, accomplishments, duration of use of equipment, etc., all the major events, objections by SAAG and any additionally issued orders or additional work in accordance with extensions of orders must be recorded in these daily construction reports.

SAAG is further entitled to convince itself at any time of the progress and the proper and professional execution of the contractual performance, as well as the compliance with the relevant official and operational regulations and the statutory occupational safety provisions, by means of its instructed supervisory bodies. The contractor's responsibility remains unaffected by this.

The contractor is further obliged to inform SAAG immediately in writing of events and causes jeopardising compliance with the schedule, stating the duration of the threatened delay, and to submit a proposal for corresponding countermeasures.

6. Acceptance

The invoice for the services rendered shall be due for payment when issued as an invoice correctly showing VAT. The basis for invoicing the services rendered shall be the acceptance protocol signed in writing by SAAG and the contractor. The contractual performance shall only be deemed to have been accepted if it is free from defects!

7. Prices

Unless anything has been agreed otherwise, the prices are packed, delivered free place of destination (delivery address) and are fixed prices.

Unless anything has been agreed otherwise, travel costs shall be reimbursed as follows on presentation of the relevant receipts:

- iii) for return travel from the contractor's principal office to the respective operating site of the client and back
 - if such use is reasonable, the costs of public transport
 - otherwise the flat-rate costs of a medium class rental car, with the brands Porsche, Mercedes, Audi, BMW, Volkswagen expressly excluded
- iv) for overnight stays the accommodation costs including breakfast will be reimbursed in accordance with the hotels/bed and breakfast establishments available to choose from at the respective SAAG operating site; the maximum amount is limited to EUR 80 net per person.

8. Invoicing

Unless stipulated otherwise, invoices must be sent to SAAG in paper form or as an electronic document after the supply and/or performance. **Invoices that do not state the SAAG purchase order number are not correct, will not be processed by SAAG and will be considered not to have been issued.** Invoices for services must in addition be documented with confirmations of such services. Cession of the invoice amount is only permitted with the prior written agreement of SAAG.

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9. Payment

Unless agreed otherwise, the payment of supplies/service that have been accepted takes place within 30 days of receipt of invoice net. Payment signifies neither an acknowledgement that the supply has been processed properly, nor a renunciation of the claims to which we are entitled. Objections to supplies/services entitle SAAG to withhold due payments.

10. Penalties

The contractor must pay flat-rate compensation for the delayed provision of performance in the amount of 0.5% of the order value per calendar day, however a maximum of 10% of the order value, and the contractor expressly renounces the reduction of this amount by a judge in court proceedings.

11. Insurance

Unless agreed otherwise, the contractor is obliged to take out insurance contracts for its services as follows and to maintain these for the duration of the contractual relationship:

- i) Business liability insurance:
 - > for damage to property and bodily injury and financial losses ascribable to these (including consequential damages): EUR 5,000,000.00, maximum annual cover twice this amount
 - > for purely financial losses: EUR 200,000.00
- iv) Transport insurance
 - With EU-wide validity, also including unloading activities, sum insured in the amount of 110% of the order value
- v) Erection all risks in the amount of the order value

12. Warranty and guarantee

The contractor assumes the full guarantee for the proper and professional execution taking account of the existing interfaces in the client's business when integrating the performance into SAAG's existing business process, compliance with the warranted performance function values, the operational safety of the performance and observance of all the requirements under relevant laws and standards that are in force in Austria, in particular the occupational safety regulations. The contractor guarantees that its performance is suitable for the required purpose, in accordance with the contractual order placement and the agreed scope of services, as well as the operating conditions expected at the SAAG point of use.

The contractor is similarly liable for the goods and components and/or services rendered that are delivered by it but not produced by the contractor itself. The takeover (acceptance) of the goods takes place only with its use at the point of use (e.g. for facilities) or on the occasion of the goods being first used. The 24-month warranty period shall only start running from the time at which a defect is recognisable. Obvious defects shall be asserted up to six weeks from acceptance, concealed defects up to six weeks from their discovery and shall count as having been reported in good time. In the event of liability, without prejudice to its rights SAAG shall have the option of choosing between requesting replacement delivery free of charge, rectification of the defects free of charge or an appropriate price reduction, or of having the identified defects rectified at the contractor's expense after prior notification to the latter. The further warranty remedies apply without restriction.

In the case of replacement delivery or the rectification of defects, the warranty period for repaired or replaced parts starts to run again with the written declaration of acceptance of these.

The contractor must provide SAAG with any storage or operating instructions unasked with the delivery, otherwise the contractor shall be liable for any damage arising from ignorance of these instructions. The contractor hereby declares that it shall take all measures to secure the supply chain according to the stipulations of the Community Customs Code.

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13. Liability

The contractor shall be liable for all damages from the order and its fulfilment, however in particular for electrical wiring, and loading and conveying equipment. Damage caused in this way must be rectified immediately at the contractor's expense.

The contractor shall further be liable for compliance with all the regulations, laws, directives, operating regulations, guidelines, in particular provisions of labour law, valid at the time of conclusion of contract (with no claim to this list being definitive), to the full extent and without any shared responsibility by SAAG.

The contractor shall further be liable for personal injury, damage to property and financial losses incurred due to unlawful actions. This also applies to the actions and omissions of the contractor's assistants and vicarious agents.

The contractor shall also indemnify SAAG and hold it harmless, including from and against execution proceedings, in respect of all claims for compensation by third parties resulting from incidents.

14. Extension/reduction of orders

Insofar as the contractor regards additional work and services as necessary for the fulfilment of the agreement, they require the express written consent of SAAG. They shall be invoiced in accordance with the contractual quotation. Therefore, neither the reason nor the amount for work and services that are executed contrary to this agreement shall be recognised.

Additional performances that have been agreed must also be specifically noted in the daily construction report.

SAAG reserves the right as a result of operational circumstances not to have individual performances that are listed in the specifications executed, or only to a limited extent, without stating reasons.

15. Additional work

The execution of unpredicted additional work outside the present order requires written instructions from the SAAG construction management or an extension of the order. Special forms have been created for this case, which simultaneously form the basis for the invoicing of such additional work. All additional work not executed in the form of these written instructions shall be deemed invalid and shall not form the basis of any claim against SAAG! The contractor hereby declares its agreement to the validity of these terms and conditions of purchase for additional work, in particular the assumption of liability for responsibility under labour law for its personnel used, and in this respect indemnifies SAAG and holds it harmless, which is confirmed by its signing the order.

16. Withdrawal from the agreement/termination

If the contractor fully or partially does not comply with its material contractual obligations, SAAG can set an appropriate grace period and withdraw fully or partially from the agreement. SAAG is entitled to such withdrawal in particular in the event of non-fulfilment of warranted characteristics.

In the event of withdrawal by SAAG, the contractor shall only have a claim to payment for the performances already provided in return for proof of the costs accrued due to these. Payment for performances not yet provided is excluded, as is compensation for lost profits. The contractor shall have no claim from the portion of the order that is saved through the non-execution by SAAG.

17. Non-transferability of contractual rights/legal succession

The contractor must not transfer its contractual rights to third parties without the express consent of SAAG.

The rights and duties from the present order shall pass to the universal legal successors of SAAG and the contractor. In addition, SAAG and the contractor also undertake to transfer all duties and rights from the present order to their individual legal successors (including this obligation of further transfer to any possible individual legal successors themselves).

18. Data protection

SAAG's data privacy statement (published at <https://www.salinen.com/de/datenschutz/>) forms an integral element of the present order. If necessary, the contracting parties shall conclude an agreement on the order processing by means of a separate document.

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19. Place of performance for the supply

Unless agreed otherwise, the place of performance for the supply is the destination stipulated in the purchase order (delivery address). The place of performance for the payment of the price is Ebensee.

20. Agreement on law

Exclusively Austrian law applies with the exclusion of the UN Convention on Contracts for the International Sale of Goods and without giving effect to the rules on conflict of laws of private international law.

21. Place of jurisdiction

The exclusive place of jurisdiction for domestic transactions and transactions within the scope of application of the Lugano Convention, other international jurisdiction and enforcement agreements or EU Directives in this respect (the Brussels Regulation) and all other foreign transactions is the court with competence for the matter for Bad Ischl, Austria.

For all other foreign transactions, namely for all disputes or claims deriving from or in connection with this agreement, including disputes about its validity, infringement, dissolution or nullity, it is also agreed that the exclusive place of jurisdiction shall be the court with competence for the matter for Bad Ischl, Austria. Only in the event of a separate written agreement between SAAG and the contractor shall the arbitration and conciliation rules of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) apply, and the final decision on the matter shall be taken by one or more arbitrators nominated in accordance with these rules.

22. Partial legal invalidity

Partial legal invalidity shall have no influence on the validity of the remainder of the agreement. Modifications of the contractual terms and conditions require written confirmation by both contracting parties in order to be valid.

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