

General Terms and Conditions of OFI Technologie & Innovation GmbH (hereinafter referred to as OFI GmbH)

1. General facts

- 1.1. OFI GmbH provides technological and scientific services in the form of expert opinions, tests, fact finding, certifications, analyses, inspections, audits, repair planning, measurements/lab services, consultancy/planning and specific training, and develops services including the corresponding products in the area of new technologies, as well as other research and development services.
- 1.2. The present General Terms and Conditions shall be the basis of any agreement concluded by OFI GmbH. The General Terms and Conditions of the business partner are hereby expressly contradicted. Any diverging, contradictory General Terms and Conditions of the business partner shall not be binding for OFI GmbH, including in the event that a business partner refers to their General Terms and Conditions in their written acceptance and OFI GmbH has not expressly repeated its objection upon receiving the acceptance in writing.
- 1.3. Any oral or subsidiary agreements deviating from these General Terms and Conditions shall only become effective provided that OFI GmbH has confirmed said agreements in writing.
- 1.4. The General Terms and Conditions agreed upon in the context of the first contracted work or services shall apply – until cancelled or amended by OFI GmbH – to any contracted work or services, as well as to agreements concluded subsequently and in the future. Any conditions of purchase or any other terms and conditions of the client shall be deemed ineffective for the entire duration of the business relationship.
- 1.5. In the case of agreements that are concluded with consumers subject to the Austrian Act on Consumer Protection (KSchG), the mandatory provisions of said Act shall take precedence over these General Terms and Conditions.

2. Subject matter and performance of contracted work and services

- 2.1. The work and services offered by OFI GmbH shall be the subject matter of a contract. Any offers submitted by OFI GmbH shall be non-binding and subject to confirmation.

Any agreement that is binding for both sides shall only become effective after the contracted work or services have been accepted in writing and confirmed in writing or after OFI GmbH has started to perform work or services (receipt by the client of the written confirmation of the contract by OFI GmbH).
- 2.2. Unless otherwise agreed, the work and services that are subject to the agreement shall be performed in accordance with the relevant regulations that apply at the time when the agreement has been concluded, and in accordance with the state of the art. OFI GmbH shall not be held liable for the correctness or suitability of the acts, guidelines, standards and regulations on which the contracted work or services in question are based.

OFI GmbH shall be entitled to decide on the method or modalities of tests performed, in accordance with reasonably exercised discretion, provided that no agreement to the contrary has been concluded in writing or that binding regulations require a certain type of procedure.
- 2.3. OFI GmbH shall be entitled to contract out tests, inspections and certifications to subcontractors in order to perform the contracted work or services.
- 2.4. The scope of work or services performed by OFI GmbH shall be defined in writing when the corresponding contract is awarded. Should the performance of contracted work or services require modifications or a slight exceedance of the agreed contract volume, OFI GmbH shall be entitled to act accordingly without informing the client beforehand, including in the absence of a written contract for work and services, provided that the net fee that has been agreed upon is not exceeded by 15%. Should the said necessary modifications exceed the contractual fee by

more than 15%, this shall be agreed upon in writing before any additional work or services are performed. Should said necessary modifications and changes of the scope of contracted work or services lead to an increase of over 50 % of the fee originally agreed upon, the client shall be entitled to withdraw from the agreement within three days after being notified of the new fee. However, the client shall be obliged to reimburse OFI GmbH for any work and services that have been performed up to that time.

- 2.5. The client shall be obliged to make every reasonable effort to make available and provide the required samples, documents or permissions in due time. Should the client not meet these obligations, in spite of deadlines or dates that have jointly been agreed upon, OFI GmbH shall be entitled to withdraw from the agreement. In such a case, OFI GmbH shall be entitled to claim damages for non-performance.

3. Deadlines, delay, frustration

- 3.1. The period required for work and service performance that has been named by OFI GmbH shall be deemed non-binding, unless its binding character has been expressly agreed upon in writing. Delays in meeting non-binding deadlines or dates shall not entitle the client to assert any claims, irrespective of the title of such claims.
- 3.2. Any periods with binding deadlines that have been agreed upon shall not start before full consent has been reached with regard to all and any parts and conditions of the contract for work and service performance, and shall end when OFI GmbH has made available or delivered the final product. Said deadlines shall cease to be binding if the client gets into arrears with their obligations under these General Terms and Conditions, whatever the reason may be.
- 3.3. OFI GmbH shall not be held liable for delays in the performance of work or services due to force majeure, as well as due to circumstances that are beyond the control of OFI GmbH and which considerably complicate, or render impossible, the performance of said work or services – this includes, among other reasons, strike, lockout, official directives and natural disasters, even if said circumstances concern suppliers or their sub-suppliers – and even if binding periods and deadlines for work and service performance have been agreed upon. In any event, OFI GmbH shall be entitled to either postpone the performance of said work or services for the duration of the delay that has occurred, or to withdraw from the agreement completely or partially, on the grounds that part of the contract has not been fulfilled. The client shall not be entitled to assert claims arising from such a case of postponement of work or services, or withdrawal from the agreement on the part of OFI GmbH.

This shall also apply if said circumstances arise at a time when OFI GmbH is already in default. In the event of withdrawal from the agreement, OFI GmbH shall be entitled to bill the client for any partial work or services performed up to that point, at the prices agreed upon.

- 3.4. When performing work or services, OFI GmbH shall not assume any obligations incumbent upon the client as far as compliance with legal provisions or official directives is concerned.

4. On-site services and client-supplied equipment and services

- 4.1. Whenever work or services need to be provided outside the premises of OFI GmbH, the client shall ensure free access (to all relevant objects). In the case of the provision of on-site services, the client shall take all necessary precautionary measures to protect and safeguard the rights of third parties.
- 4.2. The cost of procuring devices that are not part of the standard equipment but are needed for the performance of the contracted work or services shall be borne by the client.
- 4.3. The client shall inform OFI GmbH comprehensively and in due time of any on-site risks, as well as any necessary protective measures.
- 4.4. The provision of water, electricity and lighting (connection and supply), to the required extent, as well as of work scaffolding and safety devices that are necessary for the proper performance of the contracted work or services, shall be in conformity with the applicable statutory provisions.

The corresponding cost shall be borne by the client, who shall also make arrangements for their availability on site in due time.

5. Warranty

- 5.1. Warranty on the part of OFI GmbH shall only extend to the contracted work and services described in section 2.
- 5.2. Warranty on the part of OFI GmbH shall, at first, be limited to improvement within a reasonable period of time. In the event of failure to improve, i.e. if it is impossible or creates an intolerable situation for OFI GmbH, the client shall be entitled to demand a reduction of the fee. Rescission for insignificant deficiencies that cannot be remedied shall be excluded. In such cases, an appropriate price reduction shall solely and exclusively be granted.
- 5.3. The client shall inspect the work or services provided by OFI GmbH immediately after they have been delivered, and shall immediately notify OFI GmbH in writing about any deficiencies that have been identified or are identifiable, but at all events not later than 7 (seven) calendar days after delivery of the work or services (expert opinion, test report, etc.); otherwise, liability on the part of OFI GmbH shall be excluded.
- 5.4. OFI GmbH shall be notified in writing of any latent deficiencies immediately after they have been detected, and, at all events, before the warranty period has elapsed. Any notification of deficiencies shall not entitle the client to any partial or full non-payment of portions of the fee.
- 5.5. Any warranty claims on the part of the client shall be restricted to either improvement or replacement, at the discretion of OFI GmbH.
- 5.6. Any warranty claims on the part of the client shall expire one year after delivery of the work or services by OFI GmbH. The warranty period shall not be extended or interrupted due to improvement, or attempts at improvement, including (attempted) improvement carried out outside the agreed warranty period.
- 5.7. Any claims for damages and claims relating to, or resulting from, avoidance on the grounds of error, due to alleged deficiencies in the work or services performed by OFI GmbH, shall be excluded.

6. Liability

- 6.1. Liability on the part of OFI GmbH – irrespective of its legal basis – shall be limited to cases of personal injury, cases of damage due to intent and gross negligence on the part of OFI GmbH, or violation of contractual obligations due to gross negligence on the part of OFI GmbH. In the event of violation of essential contractual obligations, OFI GmbH shall only be liable for reasonably foreseeable damage at the time of concluding the agreement.
- 6.2. OFI GmbH shall guarantee the employment of due scientific diligence and compliance with the state of the art, but not the actual attainment or achievement of a certain result/success of the work and services described in section 1.1 of these General Terms and Conditions.
- 6.3. To the extent that OFI GmbH, in the case of a violation of essential contractual obligations in accordance with section 6.1 above, shall be liable for direct damage due to gross negligence, said liability for damages shall be limited to EUR 75 000 per case of damage.
- 6.4. The term ‘essential contractual obligations’ shall comprise any obligations that protect the client’s essential legal positions that are granted by the terms and purpose of the agreement.
- 6.5. Any liability for damage caused by the violation of non-essential contractual obligations due to slight negligence shall be excluded. In addition, those contractual obligations that must be met in order to duly execute the agreement, and on the fulfilment of which the customer may rely, shall also be deemed essential.

- 6.6. Claims for warranty and damages for which OFI GmbH shall be held liable shall only be asserted if the client has immediately notified OFI GmbH of identifiable damage in writing, and specified the said damage.

Any claims for damages by the client shall be excluded unless they are asserted before court within a period of three months after being refused on the part of OFI GmbH or its financial damage liability insurance fund.

- 6.7 Any claims for damages on the part of the client against OFI GmbH (with the exception of wilful intent on the part of executive bodies/managerial staff) shall be subject to a limitation period of one year after the client has expressly taken note of the said claim, unless other general terms and conditions or the applicable law stipulate a shorter limitation period.
- 6.8 OFI GmbH shall in no case be held liable for consequential harm, particularly lost profit, interruption of operations or loss of output, the loss of information or data, other indirect damage or financial damage. Any statutory liability that may nevertheless exist shall, in any case, be subject to all and any limitations listed in section 6 on liability. Any claims for damages for destruction of data or software shall be excluded. The client shall always make their own arrangements for data storage and data protection.

7. Terms of fee and payment

- 7.1. Unless a fixed price or other pricing basis has expressly been agreed upon, the fee shall be subject to the work hitherto performed by OFI GmbH, as well as to the current prices of OFI GmbH at the time of performance of the work or services. The statutory value-added tax to the amount defined by the applicable provisions shall be added and shown as a separate item on the invoice. Any additional costs and expenses incurred (e.g. travelling costs, costs of interpreting, transport and freight charges or customs duties) shall be borne by the client and shall be added to the fee.
- 7.2. OFI GmbH shall, particularly in the case of new clients or clients from abroad, be entitled to charge advance payments. Partial invoices for work or services already provided can be made out. A partial invoice that has been made out does not represent the full invoice for the contracted work or services in question. Any payments shall be due in accordance with the agreed payment plan or as of the agreed due date for payment.
- 7.3. If no payment plan has been agreed upon, the fee charged in accordance with section 7.1 and/or the final fee calculated after the provision of the contracted work or services shall be due by the date given in the invoice. Payment shall be made to the full amount, giving the invoice number, by transfer to the bank account of OFI GmbH (IBAN and BIC).
- 7.4. If the work that OFI GmbH has to perform for rendering the contracted work or services extends over a period of more than 2 (two) months and if no payment plan has been drawn up, OFI GmbH shall, after the elapse of this period, be entitled to make out invoices for down payments in accordance with the work performed so far.
- 7.5. Any objection to invoices submitted by OFI GmbH shall be made in writing, stating reasons for the objection, within a preclusive period of 14 days after receipt of the invoice.
- 7.6. The provision of duplicates of invoices or subsequent modifications of invoices for which the client is responsible or which the client has requested shall be deemed to be a fee-based service provided by OFI GmbH and shall not affect the due date of said invoice.
- 7.7. Should OFI GmbH be unable to perform the agreed work or services because the client has not provided the documents or material required for said performance within a reasonable period, in spite of a request to said effect, OFI GmbH shall be entitled to withdraw from the agreement and to make out a final invoice.
- 7.8. Provided that the client does not adhere to the payment plan, OFI GmbH shall be entitled to demand immediate payment of all fees, including those fees for which a prolongation of payment has been granted. OFI GmbH shall also be entitled to deliver due work or services only against advance payment or, after granting a reasonable period of grace, to withdraw from the agreement and to claim damages. The above provisions shall also apply if OFI GmbH has

obtained knowledge of circumstances that indicate a reduction of the client's solvency or credit standing.

- 7.9. Services provided on behalf of clients abroad shall, in principle, only be performed against advance payment of the full amount, unless otherwise agreed (e.g. agreement on reasonable advance payments). In the case of such an agreement, OFI GmbH shall be entitled to demand security in the form of a bank guarantee in accordance with the terms of OFI GmbH. The payment and bank guarantee shall be in euros.
- 7.10. If the agreed payment plan is not adhered to, the client shall be deemed to be in arrears, even without any further reminder. If the client is an enterprise, OFI GmbH shall be entitled to charge interest on arrears of 9.2 % plus the base rate, as well as additional compound interest, and reminder charges to the gross amount of EUR 40 per reminder. If the client is a consumer in accordance with Section 1 of the Austrian Act on Consumer Protection (KSchG), the interest on arrears shall be 4% per year.
- 7.11. The client shall also be obliged to reimburse OFI GmbH for any collection and enforcement costs and expenses that have actually accrued and have been necessary for legal procedures resulting from payment in arrears on the part of the client. The said cost – irrespective of a reimbursement obligation under procedural law – in particular includes extra-judicial costs, reminder costs, collection costs (subject to the reimbursement provisions for collection services laid down in the applicable Regulation of the Austrian Federal Ministry of Economic Affairs published in BGBl 141/96 as amended and valorised under Section 4, para. 2 of said Regulation), as well as the cost of attorneys acting in this regard, insofar as this has been necessary for legal procedures and has served the purpose in question.
- 7.12. The client shall not be entitled to set off due payments against payments owed to them – of any kind whatsoever – unless said payments have been recognised by a final court decision or accepted in writing by OFI GmbH.
- 7.13. In the case of several joint clients, they shall be liable jointly and severally.

8. Confidentiality and copyright

- 8.1. OFI GmbH shall have the right to make, and keep in their files, duplicates and copies of written documents which have been submitted to OFI GmbH for inspection and which are relevant for performing the contracted work or services.
- 8.2. Insofar as the performance of contracted work or services includes the provision of expert opinions, test results, calculations, etc. that are subject to copyright, OFI GmbH shall grant the client a right of use that is not transferable to third parties, as far as this is necessary for the purpose provided for by the agreement. Any further rights shall not be deemed transferred, and the client shall, in particular, not be entitled to modify or edit expert opinions, test results, calculations. etc., including parts thereof. Any publication or reproduction, either in full or in part, for advertising purposes shall be prohibited in any case, and shall, in each individual case, require the prior written permission of OFI GmbH.

In the event of the passing on, utilisation and/or publication of the result of the work or services performed, the client shall be responsible for compliance with the applicable statutory provisions. OFI GmbH shall immediately be informed of any violation of industrial property rights, including violation by third parties, that the client has noted. The client shall indemnify OFI GmbH against any claims that third parties might assert in this respect.

- 8.3. The staff and contractors of OFI GmbH shall refrain from using, disclosing or utilising outside the performance of the contracted work or services, the trade and business secrets of which they have obtained knowledge in the context of their work.
- 8.4. Any confidentiality obligations shall continue to apply even after the termination of the agreement and of the cooperation.

9. Data protection

OFI GmbH shall also collect, store, process and use personal data of its client only for the purpose of performing the contracted work or services. Any processing and use of data shall be in compliance with the General Data Protection Regulation (EU), the Austrian Data Protection Act, as well as the pertinent regulations. Please consult the Data Protection Declaration of OFI GmbH (www.ofi.at) for any further details.

10. Risk of transport and safekeeping of test material

- 10.1. The risk and cost of freight and transport of test material and material samples to and from OFI GmbH shall be borne by the client, who shall also organise said transport. The transport shall be agreed upon in advance with OFI GmbH. Any incoming test material shall only be accepted during the opening hours of OFI GmbH. Any costs, expenses, charges (e.g. customs duties), labour costs, as well as staff costs connected with the freight and transport of test material to and from OFI GmbH shall be borne by the client.
- 10.2. The client shall, upon a request by OFI GmbH to this effect, be obliged to immediately pick up any test material that is not needed, or to immediately take over any test material that has been returned.
- 10.3. In the event that test material or material samples cannot be handed over to the client or another party in charge, a reasonable storage fee may be charged for safekeeping after the completion of the tests. Any undestroyed test material shall be kept safe by OFI GmbH for a period of 4 weeks after the completion of the tests, and unless otherwise agreed and unless the client has requested the delivery of said material during this period and/or has organised a return transport to this effect, OFI GmbH shall, without reservation, be deemed to be the owner of said material.
- 10.4. Tests may cause the destruction of, or damage to, the item or material tested. OFI GmbH shall not be liable for damage to test material that has been caused in the context of tests or examinations, as well for as damage during storage.
- 10.5. The client shall be liable for all cost and damage resulting from the delivery or making available of unsuitable test items (e.g. damaged or inappropriately packaged test items), as well as for the cost/expenses for the return transport or disposal of the test items, or for damage and consequential damage to the equipment, instruments and facilities used by OFI GmbH.

11. Reservation of title

- 11.1. The client shall not be granted any right to results obtained before the agreed fee has been paid in full. In the event of arrears of payment on the part of the client, OFI GmbH shall be entitled to prohibit the use of said results and to demand the return of any reports and documents that have been issued.
- 11.2. In the case of the resale of rights to the results of contracted work or services, the client shall transfer to OFI GmbH, as a right in rem, any right resulting from the resale until the agreed fee has been paid in full.
- 11.3. Any claim to ownership or use held by OFI GmbH shall not be subject to pledge or assignment by way of security on the part of the client.

12. Limitation period

- 12.1. Any claims on the part of the client arising on a contractual basis or due to a legal offence shall be limited to a period of 12 months after the damage has been noted.

- 12.2. The limitation period for claims based on deficiencies shall start as of the point in time that has been agreed upon for the delivery of the result or report, or if no such agreement has been made, on the date on which the said result or report has actually been delivered. In the absence of any notification of relevant deficiencies, the results shall be deemed accepted 1 month after delivery, at the latest.

13. Termination or rescission for good cause

- 13.1. In the case of a continuing lack of solvency or credit-standing on the part of the client (i.e. lasting for more than two months) after concluding the agreement, OFI GmbH shall be entitled to withdraw from the agreement or to change the terms of the agreement in accordance with this situation.
- 13.2. Either party to the agreement may terminate/rescind the agreement for good cause immediately, by means of a registered letter. Good cause shall, in particular, include the refusal to open insolvency proceedings on the assets of the other party due to lack of cost-covering assets, or non-compliance with essential contractual obligations on the part of the other party, particularly payment obligations (e.g. arrears of payment of over 14 days).

14. Loyalty and prohibition of enticement

The parties to the agreement agree to exercise mutual loyalty. The client shall refrain from enticing away or employing (as free-lance or employed staff), either themselves or through third parties, any staff of OFI GmbH, or staff of the shareholder of OFI GmbH, or staff of enterprises and organisations affiliated with OFI GmbH, who have been involved in the performance of the contracted work or services, neither during the duration of the agreement nor before one year after termination of the agreement has elapsed. In the event of non-compliance with this provision, the client shall be obliged to pay to OFI GmbH a contractual penalty to the amount of one gross annual salary or fee that the said staff member has earned most recently.

15. Severability

Should any provisions of an agreement be or become legally ineffective, this shall not affect the remaining provisions. In the case of an ineffective provision, the parties to the agreement shall agree to replace said provision with an effective one that is as close as possible to the intent and purpose, and the economic significance, of the ineffective provision. These General Terms and Conditions shall be effective for consumers (in accordance with the Austrian Act on Consumer Protection; KSchG) only in so far as they do not conflict with binding regulations of said Act (as published in BGBl No 140/1979 as amended).

16. Applicable law, legal venue and miscellaneous

- 16.1. Any subsidiary agreements, modifications of, and additions to, these General Terms and Conditions shall be made in writing.
- 16.2. The head office of OFI GmbH shall be the place of performance with regard to work and services performed by OFI GmbH. Vienna shall be the place of performance with regard to payments on the part of the client.
- 16.3. This agreement, as well as the entire legal relationship between the parties to the agreement, shall be governed by Austrian law, excluding its rules of conflict of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods shall, in any case, be excluded.
- 16.4. In the event of any dispute due to or connected with an agreement, the court with competence for Vienna (Austria) regarding the subject matter shall be the exclusive place of jurisdiction (provided that the client's head office is in the EU). In addition, OFI GmbH shall be entitled to bring an action before another court which is a legal place of jurisdiction of the party to the

agreement. In the case of clients whose head office is located outside the EU, the court with competence for Vienna (Austria) regarding the subject matter shall be the legal venue for any action brought against OFI GmbH. In the case of actions brought against the client, the court with competence for Vienna (Austria) regarding the subject matter shall be the non-exclusive place of venue.

Vienna, 1st March 2019

OFI Innovation & Technologie GmbH

Note: The original of these General Terms and Conditions has been drawn up in German. The German version shall be the authentic one and prevail over the English one in all matters of interpretation and construction. The English version shall be deemed to be only a translation for information purposes.