

GENERAL TERMS AND CONDITIONS

ZOERKLER GEARS GMBH & CO KG (subsequently also referred to as "Zoerkler")

1. SCOPE

1.1. These Terms and Conditions (hereinafter referred to as "GTC") shall apply to all legal transactions, deliveries and services (hereinafter also referred to as Contract or Purchase Orders) concluded between Zoerkler and its customers/clients/purchasers (hereinafter referred to as "Customer"). The GTC shall also apply, without the need for a separate agreement, to all additional and follow-up Contracts and Purchase Orders and to all further business.

1.2. The conditions of these GTC apply exclusively. Any general terms and conditions of business and/or purchase/delivery of the Customer that conflict with or deviate from these GTC shall not apply. Agreements deviating from individual points of these GTC will only be recognized by Zoerkler to the extent that Zoerkler has expressly agreed to them in writing. Contract performance actions and/or commencement of work by Zoerkler based on the Purchase Order does not imply consent to terms and conditions deviating from Zoerkler's GTC. Likewise, the absence of any objection to the Customer's terms and conditions of business, purchase or delivery shall not be deemed to constitute consent under any circumstances.

1.3. By placing the Purchase Order by the Customer, he confirms his agreement to the present GTC.

2. OFFER/CONCLUSION OF CONTRACT

2.1. Offers are non-binding, unless expressly stated otherwise.

2.2. The information contained in catalogs, brochures and the like are only authoritative if they have been expressly confirmed by Zoerkler in the Order Confirmation.

2.3. Any permits required by authorities or third parties for the execution of the Purchase Order are to be obtained by the Customer.

2.4. If the Contract is not concluded by mutual signing of a document, Zoerkler accepts Purchase Orders of the Customer, at Zoerkler's option, by written Order Confirmation, by commencement of performance or by commencement of delivery. A Purchase Order placed without a prior offer shall be deemed accepted only to the extent that it has been confirmed in writing by Zoerkler.

3. COPYRIGHTS

3.1. Zoerkler reserves all rights to information handed over, copyrights, patent rights or other industrial property rights or rights of use, rights to plans, sketches, samples,

offers and other documents such as brochures, presentations and the like. Any use, in particular the transfer, duplication, publication and provision, including copying even of extracts, requires Zoerkler's express consent. These documents, even if they do not originate from Zoerkler, may in any case not be used by the Customer in a manner that goes beyond the content of the Contract. They are to be returned upon Zoerkler's request.

3.2. The contracting parties, their employees and representatives shall ensure that the terms of the Purchase Orders, as well as all non-obvious commercial and technical details and any other confidential information made available to them as a result of the business relationship, are kept confidential at all times.

4. PRICE/PAYMENT CONDITIONS

4.1. In lack of a special agreement, the prices are based on ex works condition (INCOTERMS 2022) excluding sales tax, customs and other fees, royalties and similar costs for the performance of the work yet including packaging but not loaded. Zoerkler is entitled to invoice the performance to be rendered and services in connection with the subject matter of the Purchase Order, which have not been specifically defined but whose delivery is expected by the Customer as part of the subject matter of the Purchase Order (including but not limited to costs for packaging, customs clearance, special costs in manufacturing, etc.), according to the actual incurrence and the expenses incurred by Zoerkler as a result.

4.2. Zoerkler is entitled to submit invoices to the Customer electronically. Electronic invoices will be sent in PDF format via e-mail to the address provided by the Customer. Any automated electronic response letters to Zoerkler (e.g.: absence note) cannot be considered and do not prevent a valid delivery.

4.3. In the absence of any written deviating agreement, the compensation for the deliverables under the Purchase Order shall be paid by the Customer in Euro within 14 days net from receipt of the invoice. A cash discount deduction shall only be recognized within the scope of and on the basis of a corresponding written agreement. If a down payment is agreed between the parties upon conclusion of the Contract, this down payment shall be paid immediately upon conclusion of the Contract. With regard to the payment of the remaining amount, reference is made to sentence 1 of this Article.

4.4. A set-off against Zoerkler's claims with counterclaims of any kind whatsoever is excluded.

4.5. Only in the case of a justified complaint within the meaning of Article 7 of these GTC, the Customer is

entitled to withhold payment of the outstanding pro rata compensation.

4.6. For cases of late payment, reference is made to the provisions of Article 12 and subsequently 14 of these GTC.

5. RETENTION OF TITLE

5.1. The deliverable remains Zoerkler's property until full payment of the price and any costs according to Article 4 of these GTC.

5.2. In the event of a delay in payment, Zoerkler is entitled to assert any rights arising from the retention of title. It is agreed that the assertion of the retention of title does not constitute a withdrawal from the Contract, unless Zoerkler expressly declares the withdrawal from the Contract.

5.3. A resale is only permitted if Zoerkler has been informed of this in sufficient time in advance, stating the name or the company and the exact business address of the buyer, and Zoerkler consents to the sale. In the event of consent, the claim for payment shall be deemed assigned to Zoerkler and Zoerkler shall be authorized at any time to notify the third-party debtor of such assignment. In the event of a plurality of claims by Zoerkler, payments of the buyer shall primarily be attributed to these claims which are not (anymore) secured by the retention of title.

6. DELIVERY AND ACCEPTANCE

6.1. The delivery date is specified by Zoerkler in the Order Confirmation for the respective Purchase Order and thereby agreed between the Parties. Zoerkler's compliance with the delivery date presupposes that all commercial and technical details have been clarified between the parties and that the Customer has fulfilled all obligations imposed on him for this purpose and/or, if applicable, the payment of a deposit. If the delivery of the deliverable is delayed for reasons for which the Customer is responsible, the delivery date shall be extended by the same period of time as the Customer's performance of the outstanding services or other contractual obligations for the proper execution of the work under the Purchase Order remains outstanding. In this case, reference is made to the provisions of Article 12 of these GTC for exemption from liability with regard to delayed delivery. This does not apply if Zoerkler is responsible for the delay.

6.2. The transfer of risk for the deliverable shall take place in accordance with the provisions of the Incoterms applicable according to the Order Confirmation. In the absence of any deviating agreement, Zoerkler shall deliver the deliverable based on the delivery condition "ex works" (Incoterms 2022) with place of performance Zoerkler Gears GmbH & Co KG in 7093 Jois, Austria and

therefore the Customer shall bear the risk of loss or damage to the deliverable from the time it is made available at Zoerkler's premises in accordance with the above-mentioned conditions.

6.3. If the Customer is in default of acceptance, the costs incurred by the delay shall be charged to him, starting 14 days after readiness for collection/dispatch.

6.4. If Zoerkler is in default of delivery or suspects such default of delivery, the parties shall jointly and amicably agree on a new delivery date. In any case, the Customer shall grant Zoerkler a reasonable period for subsequent performance (at least 30 days).

6.5. If the delay in delivery is due to Force Majeure as defined in Article 15 of these GTC, the delivery date shall be reasonably extended, without prejudice to the rights and obligations of the Parties arising from Article 15.

6.6. In the case of call-off Purchase Orders without agreement on duration, production lot sizes and acceptance dates, Zoerkler shall be entitled, in the absence of a deviating written agreement, to demand a binding determination of these points no later than 2 months after confirmation of the Purchase Order.

6.7. Unless otherwise agreed, Zoerkler shall send a Certificate of Conformity (CoC) to the Customer after completion of the deliverable to indicate readiness for delivery. If, in deviation therefrom, an acceptance process has been agreed between the parties, the acceptance of the deliverable shall take place, depending on the agreement, either at Zoerkler's premises or within 14 days after "ex works" delivery at the Customer's premises. Zoerkler will notify the Customer in writing about the date of acceptance process within a reasonable period of time before completion of the deliverable. The deliverable shall be deemed accepted in any case upon signature of the acceptance protocol by both parties. With regard to claims for defects and warranty, reference is made to Article 7 of these GTC.

7. CLAIMS FOR DEFECTS/WARRANTY

7.1. Zoerkler warrants that the deliverable is free from manufacturing defects.

7.2. Within 14 days after delivery or, if agreed, during the acceptance process according to Article 6 of these GTC, the Customer has the obligation to inspect the deliverable and, if any obvious defects or deficiencies are found in the deliverable, to immediately notify Zoerkler thereof in writing. The defect that has occurred must be described in detail in writing. In the event of a justified complaint by the Customer, Zoerkler shall, at its own discretion, remedy the defect by improving/repairing or replacing the deliverable with a new one. The Customer shall grant Zoerkler the necessary time and opportunity to do so, otherwise

Zoerkler shall be released from liability for any consequences arising therefrom. If the supplementary performance fails despite at least two attempts of supplementary performance on the part of Zoerkler, Zoerkler refuses the supplementary performance or the supplementary performance is disproportionately expensive for Zoerkler, the Customer has the right to a price reduction in the case of an insignificant defect and, in the case of a significant defect, a right to withdraw from the contract within the framework of the statutory provisions. The supplementary performance does not include the removal of the defective deliverable or the re-installation if Zoerkler was not originally obligated to install it.

7.3. Failure to comply with the deadline for inspection of the deliverable for reasons for which the Customer is responsible and failure to complain about obvious defects or deficiencies of the deliverable in the course of the acceptance process pursuant to Article 6 shall result in the deliverable being deemed approved and accepted and the Customer shall lose any rights under warranty and compensation for damages due to the defect itself.

7.4. Zoerkler's warranty shall cover defects and deficiencies in the deliverable that become apparent within 12 months after delivery (hidden defects). Hidden defects shall be reported immediately after their discovery. If a notice of defect is not made or not made in time, the deliverable shall be deemed approved. Claims of the Customer from warranty thus become time-barred within 12 months after delivery. The warranty obligation is not extended by work and deliveries subject to warranty.

7.5. The expenses for transport as well as Zoerkler's labor and material costs necessary for the purpose of subsequent performance shall be borne by Zoerkler in the event of a justified complaint. If it turns out that the complaint was not justified, Zoerkler has the right to demand compensation from the Customer for these costs.

7.6. Excluded from the right to warranty are in any case defects and deficiencies which occur due to normal wear and tear, use, maintenance or storage which is carried out improperly and not in accordance with Zoerkler's instructions, repairs or modifications which deviate from Zoerkler's recommendations and which impair the safety or functionality of the deliverable, improper maintenance, excessive load on the deliverable or its damage, partial replacement of the deliverable with a product which does not originate from Zoerkler or which has not been confirmed by Zoerkler.

8. AMENDMENTS/REQUIREMENT OF WRITTEN FORM

8.1. Amendments and supplements to these GTC, the Purchase Order and/or the deliverable, or the concluded Contract must be made in writing in order to be valid. This shall also apply to any waiver of the written form requirement.

8.2. Zoerkler will not take note of any change to these GTC, the Purchase Order, the Contract and/or the deliverable until it has been duly authorized by Zoerkler in writing. If the Customer has a request for a change, he must provide all related information in writing. Zoerkler will review change options within 10 days of receipt of the change request and will inform the Customer of the result/offer, which will include any subsequent price and delivery time changes. If the Customer accepts the change offer, the parties agree in writing on the commercial and technical details of the change in an addendum to the Purchase Order and/or Contract. Zoerkler is not obligated to consider or comply with any change requests of the Customer.

8.3. In the event of an official instruction or for reasons of product safety (unavoidable changes), Zoerkler shall submit a change offer to the Customer in writing. The parties shall agree the commercial and technical details of the change in writing in an addendum to the Purchase Order and/or Contract. The provisions of these GTC for claims arising from delay in delivery shall not apply to delays based on reasons stated in sentence 1.

9. MATERIAL PROVIDED OR PROCESSES PRESCRIBED

9.1. If the Customer provides Zoerkler with material to be used or prescribes processes or methods for the machining of the deliverable, Zoerkler will inform the Customer if Zoerkler is of the opinion that, in the ordinary course of business and without an extraordinary testing process, according to Zoerkler's expertise, the provided material and/or the prescribed method does not meet the quality or safety requirements or otherwise the fulfillment of the Contract is not possible. Zoerkler will notify this in writing to the Customer, who must comment on it within 5 days. If the parties agree on a change, the commercial and technical details, if any, will be specified in writing. If the Customer nevertheless continues to insist on the use of the material provided and/or the prescribed method, the Customer shall indemnify Zoerkler against any liability resulting therefrom. For the release from liability, reference is made to the provisions of Article 12 of these GTC.

10. TOOLS AND EQUIPMENT

10.1. Tools and equipment used by Zoerkler for the processing of the deliverable shall remain Zoerkler's

property. The costs for this will only be charged to the Customer proportionately to the extent of use.

11. WORK IN ZOERKLER'S PREMISES

11.1. Any work in the course of the performance of the Purchase Order performed by or on behalf of the Customer at Zoerkler's premises shall be in accordance with the working conditions applicable at Zoerkler's premises. Liability in the event of accidents suffered by the Customer or other people acting on Customer's behalf is excluded, unless such accidents are due to Zoerkler's intent or gross negligence.

12. LIABILITY AND COMPENSATION

12.1. Zoerkler shall not be liable for any damage resulting from the use of material provided by the Customer and/or a prescribed method/process (Article 9 of these GTC).

12.2. Zoerkler is not liable for damage caused by delay, if based on late payments made by the Customer or other performance of the Customer is delivered with delay.

12.3. Zoerkler's liability for slight negligence, compensation for consequential damages and financial losses, for loss of profits, losses and damages from business interruption of the Customer is excluded. Zoerkler's liability for any claims, such as warranty, damages, all costs, expenses and damages is limited to max. 5 % of the total order value.

12.4. The Customer shall indemnify Zoerkler against any claims by third parties, in particular in the event of an infringement of industrial property rights or copyrights, arising from the use and exploitation of the technical documentation and the deliverable provided by the Customer.

12.5. Zoerkler shall be liable for damages which have not occurred to the deliverable itself only in the event of defects in the deliverable, insofar as liability exists for personal injury or property damage in accordance with the Product Liability Act. In cases of fault-based liability, however, this only applies if Zoerkler is at fault or grossly negligent. The right of recourse according to § 933b ABGB is excluded.

12.6. Zoerkler is entitled, in the event of late payment by the Customer after the expiration of the payment term of the respective invoice according to Article 4 of these GTC, to charge interest on arrears in the amount of 0.5 % of the outstanding sum for each commenced week of late payment and up to a maximum of 5 % of the outstanding sum to the Customer.

12.7. Any claims for damages shall become statute-barred 12 months after knowledge of the damage. For

claims arising from the Product Liability Act, the statutory limitation period shall apply.

12.8. The Customer shall refrain from soliciting or hiring Zoerkler's employees for himself or affiliated companies during the validity of the Contract as well as for 1 additional year after termination of the Contract. For a violation of this non-solicitation clause, the Customer agrees to pay Zoerkler a one-time penalty of 100 % of the amount he or an affiliated company pays to this person per year. The Customer bears the burden of proof.

13. EXPORT CONTROL

13.1. Zoerkler hereby informs that the shipment/export of deliverables (goods, software, technology) for the fulfillment of the Purchase Order and/or the Contract is subject to European and Austrian foreign trade law and that the delivery may be subject to export control restrictions and prohibitions as well as European and national embargo regulations against certain countries and persons prohibiting delivery or subject to approval. Offers, Purchase Orders, and/or the confirmation of the Purchase Order and the performance of the Contract are subject to the provision that the export or shipment licenses that may be required are granted by the competent authorities and that there are no other legal obstacles due to the export control regulations to be observed by Zoerkler as exporter or shipper. If Zoerkler can no longer fulfill the Contract with the Customer during its term due to export regulations, Zoerkler shall not be liable for any damage resulting therefrom based on the conditions of Article 15 of these GTC on cases of Force Majeure.

13.2. The customer undertakes to comply with the applicable export control provisions. In the event of a resale/transfer of the deliverable, the Customer undertakes to inform his Customer of the export control provisions and to pass on the resulting obligations. Zoerkler may demand so-called end-use documents from the Customer in order to be able to prove the end-use and the intended purpose. The Customer acknowledges that the legal provisions referred to in this Article are subject to constant changes and adaptations and are applicable to the Purchase Order and/or the Contract as amended from time to time. The Customer must independently inquire about the relevant regulations and is responsible for compliance. The Customer shall be fully liable to Zoerkler for any damage caused to Zoerkler by the Customer's negligent failure to comply with the applicable export regulations.

14. TERMINATION

14.1. TERMINATION IN THE EVENT OF CUSTOMER'S FAULT

Zoerkler has the right to withdraw from the GTC, a Contract and/or a Purchase Order in writing if:

14.1.1. the Customer is in default with payment and despite Zoerkler setting a grace period, still does not meet his payment obligation within the period for payments defined in these GTC or in a separate agreement; or

14.1.2. the Customer commits a material breach of any provision of these GTC and fails to cure such breach within 30 days after receiving written notice of such breach from Zoerkler.

14.1.3. If the Customer withdraws from or cancels the Purchase Order within 21 calendar days after the issuance of the Purchase Order, Zoerkler may charge the Customer 20 % of the value of the Purchase Order net with a payment term of 14 days. From the 22nd calendar day after the Purchase Order, Article 14.1.4. shall apply.

14.1.4. In the event of termination in these cases, Zoerkler shall be entitled to retain all payments already made by the Customer and to payment of any sums which are still outstanding for products already delivered and for products in progress or other work performed measured by the progress of production. A pro rata repayment is excluded.

14.2. INSOLVENCY

14.2.1. The parties shall be entitled to terminate the Contract with immediate effect if one party files for insolvency proceedings or comparable proceedings for the settlement of debts over its assets or if insolvency proceedings are opened. Statutory rights and claims in the event of insolvency shall not be restricted by the provisions contained in this Article.

15. FORCE MAJEURE

15.1. In cases where Zoerkler is prevented from fulfilling some or all of its contractual obligations due to reasons beyond Zoerkler's control ("Force Majeure"), Zoerkler shall be obliged to notify the Customer thereof in writing within 14 days. Zoerkler shall be released from the performance of its contractual obligations for the duration of the Force Majeure event. By "Force Majeure" the parties mean, but not limited to, fires, floods, war (whether declared or not), hostilities, civil disturbances, accidents, pandemics, labor disputes, strikes, unavailability of transportation, any rights, orders, regulations, actions, decisions or requirements issued by any governmental authority or other entity authorized to do so, trade or export license restrictions, refusal of any governmental authority to issue an export license or withdrawal of any necessary licenses or permits, or acts

of governmental or other authorities. In the event of failure to comply with this notification obligation, Zoerkler shall no longer be entitled to invoke the respective event as a case of Force Majeure and shall not be released from the performance of its contractual obligations.

15.2. If the case of Force Majeure lasts longer than 180 days, both parties shall be entitled to terminate the contract after the expiry of this period. Already delivered or partially completed deliverables shall be paid for by the Customer and shall be delivered to the Customer in this condition, insofar as this is legally possible. For the already fulfilled part of the Contract, the Customer shall provide counter-performance accordingly.

16. TRANSFER OF RIGHTS AND OBLIGATIONS

16.1. Neither party shall be entitled to assign any rights or obligations under a Contract to any third party without the prior written consent of the other party.

17. NOTIFICATIONS/FORM REQUIREMENTS/LANGUAGE

17.1. The Purchase Order, the Contract and the Order Confirmation must be in writing in order to be valid. Verbal collateral agreements do not exist.

17.2. Communication between the parties regarding the day-to-day processing of the Purchase Order shall take place by telephone or in writing by e-mail between the usual contacts. The parties agree that oral agreements shall only become valid once they have been confirmed in writing by one party and remain uncontradicted by the other party.

17.3. The parties agree on either German or English as the language for Contract and order processing. The Customer shall provide any documents and communication in at least one of these languages.

18. SEVERABILITY CLAUSE

18.1. If any provision of these GTC is found to be invalid, this shall not affect the validity or enforceability of the remainder of this document. The invalid provision shall be replaced by a valid one.

19. APPLICABLE LAW AND JURISDICTION

19.1. Austrian law shall apply exclusively under exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

19.2. For all disputes arising from the relationship between Zoerkler and the Customer, the court responsible for Zoerkler's registered office is agreed. Zoerkler is further entitled, at Zoerkler's discretion, to choose the court of the Customer's registered office or branch office or to have recourse to arbitration.