

**TERMS AND CONDITIONS OF PURCHASE
OF AUSTIN POWDER GMBH AND AUSTIN POWDER
VERTRIEBSGESELLSCHAFT MBH
(hereinafter referred to as "AUSTIN")**

I. General Provisions

1. These Terms and Conditions of Purchase shall, without exception, be an integral part of all business relationships in which AUSTIN is a buyer, customer or otherwise the recipient of a delivery or performance; they form the basis for each purchase, contract or order made by AUSTIN. Upon acceptance of the contract and/or order by the seller and/or contractor (hereinafter referred to as "contractor") by means of an order confirmation pursuant to para. 3 or by means of de facto acceptance by performing the delivery or service, any general terms and conditions of the contractor shall cease to be in force and AUSTIN hereby expressly objects to such general terms and conditions. Silence on the part of AUSTIN shall not be deemed its consent. Regulations deviating from these Terms and Conditions – including without being limited to general terms and conditions of the contractor – as well as supplements shall only become a part of the contract if this has been expressly confirmed in writing by AUSTIN, even if the contractor declares that it only intends to perform a delivery or service at its own terms and conditions. In the case of inconsistencies between the individual parts of the contract entered into between AUSTIN and the contractor they shall apply in the following order: (i) the order; (ii) the Annexes forming an integral part of the order, such as a negotiation record; (iii) these Terms and Conditions.
2. Neither the order nor these Terms and Conditions restrict any further statutory claims of AUSTIN.
3. An order shall only be entered into after AUSTIN has made a written order or requested delivery under a call order. Verbal promises made by employees of AUSTIN shall only become binding if confirmed in writing by AUSTIN. Every contract and the exclusive application of these Terms and Conditions of Purchase shall be confirmed to AUSTIN by the contractor in writing and without delay. If no such order confirmation is made within 8 days, AUSTIN shall no longer be bound by its order and/or contract.
4. Unless otherwise agreed upon, contracts for the performance of continuing obligations may be terminated in writing by either party with effect as of the last day of each month upon a notice period of 3 months.
5. Offers, cost estimates, visits, samplings, consultations and plans of the contractor shall always be free of charge and non-binding for AUSTIN, even if they have been prepared and/or submitted at the request of AUSTIN.

II. Scope of Services and Warranty

1. The contractor is obligated to take out itself, at its own expense, all insurance policies (for instance business liability insurance and financial loss liability insurance) required for the scope of its deliveries and services (to the extent reasonable and necessary and for an adequate sum insured). Taking out these or other insurance policies shall in no way limit the obligations and liability on the part of the contractor.
2. AUSTIN does not accept any retention of title on the part of the contractor, including extended retention of title. All goods shall become the unrestricted property of AUSTIN upon delivery to and/or acceptance by AUSTIN.
3. The scope of services shall, in general, result from the order and from all additional agreements pursuant to the contract. Within the scope of its deliveries and services, the contractor shall perform all deliveries and services required to achieve the agreed outcome, even if these deliveries or services are not included or mentioned in the inquiry made by AUSTIN, the technical documentation, the order or other documents of AUSTIN. The performance has to meet the agreed specifications and comply with all relevant laws, regulations, guidelines and standards including, without being limited to, those referring to technical safety, occupational health and safety, environmental protection and fire safety. Any proof of origin requested by AUSTIN shall include all necessary information and shall be provided by the contractor promptly, free of charge and duly signed. The same applies analogously to proof under value-added-tax law for deliveries abroad or within the European Union. The contractor shall inform AUSTIN without delay if a delivery or a part thereof is subject to export restrictions under Austrian law or any other law.
4. The signing of the delivery note by an employee of AUSTIN shall not be a confirmation and/or proof of proper delivery and/or freedom from defects but merely a confirmation of acceptance by AUSTIN.
5. The obligation to notify any defects pursuant to secs. 377 et seq. of the (Austrian) "UGB" (Commercial Code) is hereby expressly waived. AUSTIN shall inspect the goods received exclusively as to apparent defects as well as externally visible deviations in identity and quality. AUSTIN shall notify the contractor of such defects immediately. In this respect, the contractor waives any objections on ground of belated notification of defects. Defects may be notified at any time until the end of the warranty period. AUSTIN shall notify defects to the contractor in writing without delay as soon as they have been detected in the

ordinary course of business. If defects have been ascertained, AUSTIN shall be entitled to return the entire delivery.

6. The contractor warrants in particular the complete and defect-free delivery and service provision as ordered, including without being limited to all properties that are usually assumed, might have been promised, have been mentioned in public statements and correspond to samples or specimens, compliance with all relevant provisions, both provided for by law or by public authorities, that are applicable for deliveries and services at the place of destination or for the sales markets indicated by AUSTIN, the quality of the goods, and the use of proper materials. The warranty period is 24 months from contractual delivery and/or service provision and/or putting into operation. In the case of warranty, AUSTIN shall be entitled to determine the type of warranty (rectification, exchange, reduction in price or rescission of contract). In urgent cases, AUSTIN shall be entitled to procure the required substitute goods/substitute items or other services itself at the expense of the contractor (substitute performance). A new warranty shall apply to any substitute delivery in the same manner as the warranty applied to the main delivery.
7. If AUSTIN or its customers suffer any damage due to a defective delivery or service, the contractor shall be obliged to compensate them for such damage. The contractor shall also be liable for consequential damage resulting from the use of its goods or its works. The contractor shall indemnify and hold harmless AUSTIN against all claims raised by third parties in connection with errors or non-contractual performance of its deliveries or services. The contractor shall also reimburse expenses incurred by the customers of AUSTIN or by AUSTIN itself, for measures taken ahead of or in connection with the events giving rise to liability for defects, in order to prevent, avert and mitigate the damage at an early stage (e.g. product recalls). The contractor shall also reimburse all expenses which AUSTIN is obliged to bear for its customers, either by law or by contract, and which can be traced back to defects of the delivery or the service received by AUSTIN. AUSTIN may assert such claims no later than 5 years from delivery or service provision.
8. Furthermore, the contractor shall fully indemnify and hold harmless AUSTIN against all claims resulting from any non-compliance with these Terms and Conditions and the obligations arising therefrom for AUSTIN. In addition, the statutory provisions on warranty and liability shall apply, which may only be deviated from in writing by mutual consent. The contractor shall also be liable that the goods delivered and/or services performed by it do not infringe any patents, trademarks, or similar rights of third parties and shall indemnify and hold harmless AUSTIN in this connection (including in respect of legal costs).
9. The contractor shall be liable that all products delivered by it have been produced according to the state of the technology at the time of production and that all permits for the use of such products by AUSTIN have been obtained.
10. The risk shall be deemed transferred upon due receipt and acceptance of the product and/or the service by AUSTIN, in the case of machinery and plants as well as software only upon a faultless test run by AUSTIN.
11. The place of performance for the contractor shall be the warehouse and/or plant location mentioned by AUSTIN in the order and/or contract.
12. The goods shall be packaged in a customary, expedient and flawless manner. If the packaging costs are borne by AUSTIN, only cost prices shall be charged. The Contractor undertakes to bear the costs of disposal of the packaging or to take back the packaging material free of charge.
13. The contractor shall make sure that it will be able to provide AUSTIN with the delivered items or parts thereof as well as spare parts at reasonable terms and conditions for a period of 10 years after termination of the delivery relationship.
14. AUSTIN shall not assume any liability or joint liability for its participation in the delivery of goods or the provision of services, including without limitation, accompanying quality monitoring, as well as the handing over of provisions and documentation to the contractor; the contractor waives its right to claim any contributory fault in this respect.

III. Delivery Dates

1. The periods of delivery and/or service provision agreed upon and/or indicated in the order/contract shall be observed strictly. Any extension or shortening shall require the written consent of AUSTIN. In the event that the periods of delivery and/or service provision are exceeded, AUSTIN shall be entitled, after a reasonable grace period set by AUSTIN in writing has been expired without appropriate action on the part of the contractor, either to a substitute delivery and/or a substitute performance at the expense of the contractor or to the rescission of the agreement and, in any case, to the assertion of claims for damages. As soon as it is recognizable for the contractor that the delivery and/or provision of services will be delayed, the contractor shall inform AUSTIN thereof without delay, indicating the expected duration of the delay. If there are substantiated indications that difficulties in meeting the performance date or delivery

problems or a lack of cover for liability and warranty claims are to be expected, AUSTIN shall be entitled to withdraw, at any time, from contracts entered into and orders made. This shall apply in particular if the economic situation of the contractor deteriorates considerably or insolvency proceedings regarding the assets of the contractor are dismissed for lack of funds.

2. If acceptance of the product and/or service is impeded or delayed or even rendered impossible by circumstances beyond the influence of AUSTIN, e.g. events of force majeure, AUSTIN shall only be obligated to reimburse the production costs.
3. Partial deliveries shall only be admissible if agreed upon with AUSTIN in advance. AUSTIN is entitled to refuse acceptance of goods that are delivered prior to the delivery date indicated in the order and, at the expense and risk of the contractor, to return the goods delivered early to the contractor or store them at a third party's premises.
4. AUSTIN is entitled, without having to prove that damage has occurred, to charge 5% of the total price of the order for each commenced week of the delay in delivery as a contractual penalty. The right to assert any additional damages is expressly reserved, even in the event that a delayed partial delivery has been accepted by AUSTIN without any reservations.

IV. Terms of Payment

1. The prices indicated by the contractor are fixed prices, which are not subject to any kind of escalation clause or price changes, free place of receipt indicated in the order and/or contract, including packaging, freight, insurance, customs, charges and all duties but exclusive of value added tax. The contractor bears the shipping risk in all cases. Any deviation therefrom, including subsequent changes in price and quantity, shall require the written approval of AUSTIN.
2. A packing slip and a delivery note indicating the order data of AUSTIN, such as supplier number, order number, item number and item designation, shall be added to all shipments.
3. Irrespective of the delivery address, the original invoices shall be sent to the corporate seat of AUSTIN (or via e-mail to erechnung@austinpowder.at). To guarantee contractual implementation as well as claims for warranty, guaranty or damages and all other claims of AUSTIN, AUSTIN shall, in the absence of any agreement to the contrary, be entitled to make a retention of 10% of the gross invoiced amount for a period of 30 days beyond the warranty and/or guarantee period provided for by contract (or by law whichever period is longer). The contractor is entitled to have the retention released against presentation of an irrevocable, abstract bank guarantee payable upon first demand, issued by a large Austrian bank, for the amount retained, which bank guarantee shall have a maturity of one month beyond the warranty or guarantee period. AUSTIN has the right, to keep the retention or the bank guarantee for as long as any dispute over warranty or guarantee claims has been settled; in such case, the bank guarantee has to be extended accordingly. The invoice shall be paid – notwithstanding any agreements to the contrary and taking account of the retention – within 14 days with a cash discount of 3% or within 30 days net. The agreed terms of payment shall begin to run upon the date of receipt of the invoice. Payment shall be deemed made upon issuing a payment instruction to the bank.
4. Should the invoiced goods and/or services be delivered or provided after receipt of the corresponding invoice, the period of payment shall only start to run on the date of delivery of the goods and/or acceptance of the services by AUSTIN.
5. AUSTIN shall make a down payment as agreed in the order only upon presentation of an invoice for such down payment and provided that all other prerequisites for full repayment security have been met by means of an irrevocable, abstract bank guarantee payable on first demand issued by a bank accepted by AUSTIN to be provided at the expense of the contractor.
6. AUSTIN shall make a partial payment as agreed in the order only against proof that the delivery or service relating to such partial payment has been provided by the contractor as agreed in the contract and has been received or accepted, and upon presentation of an auditable invoice for such partial payment.
7. The final invoice is to be designated as such if partial deliveries have been made before. Any partial payments already made have to be indicated in the final invoice.
8. The contractor may exercise its right to rescind the agreement including, without limitation, in the event of default on the part of AUSTIN only if the contractor has met all of its obligations and/or complied with the provisions of the agreement. AUSTIN shall only be deemed to be in default of performance after a written reminder has been made and a grace period of at least four weeks starting from receipt of the reminder, in which the grace period has been set, by AUSTIN. AUSTIN shall only be liable for damage incurred as a consequence of intent or gross negligence, which shall be proven by the contractor; AUSTIN shall be liable to pay interest on arrears in the amount of 2% above the base rate.
9. AUSTIN is entitled to retain payments because of warranty claims or other claims. AUSTIN is entitled to set off accounts receivable, for instance due to warranty claims, if any, or other claims against the contractor against the claims asserted by the contractor, even if the account receivable of AUSTIN has not

yet become due. The contractor is not entitled to offset its own accounts receivable against accounts receivable of AUSTIN.

10. Payment by AUSTIN means neither the acknowledgement that the delivery and/or service has been performed properly or the invoice has been issued properly nor that AUSTIN waives any claims it may be entitled to on grounds of defects in performance due to warranty, guarantee or damages.

V. Data Protection and Declaration of Consent to Data Processing

Information of relevance under data protection law, including without being limited to personal data (such as name/company name, date of birth/registration number, address, data of the contact persons, account data) of which AUSTIN or an affiliated company obtains knowledge in the course of its business operations, the protection of which matters to AUSTIN, shall be processed exclusively in compliance with the respective applicable data protection provisions and shall be used exclusively to meet the respective contractual and statutory obligations of AUSTIN in connection with the business relationship with the contractor. No transfer of data to third parties (companies not affiliated with AUSTIN) shall take place except for account data in the course of the settlement of payments to the respective credit institutions and to the tax advisor or other consultants subject to a confidentiality obligation for the purpose of fulfilling their duties. The data shall be stored until the end of the storage period required under tax law or until the end of the product liability period. **The contractor hereby gives its consent (which may be revoked at any time) to such data processing and is aware of its right of access to its personal data, right to rectification, right to erasure, right to restriction, right to data portability, right to withdraw the consent and right to object to processing.**

VI. Final Provisions

1. Any advertising and publications about orders of AUSTIN, as well as any adding of AUSTIN to the list of credentials of the contractor, shall require the prior written approval of AUSTIN.
2. The contractor may transfer or pledge, either in full or in part, its rights under the contractual relationship with AUSTIN to third parties exclusively with the prior written approval of AUSTIN.
3. Contracts placed must not be passed on to subcontractors, neither in full nor in part, without the approval of AUSTIN.
4. The contractor hereby irrevocably undertakes to keep secret all company and business secrets that have been made accessible or disclosed to it by AUSTIN or that the contractor has otherwise obtained knowledge of in the course of or in connection with the business relationship or contact with AUSTIN, as well as all commercial and technical information and documents that are not publicly known, and not to make them accessible to third parties in any way whatsoever without the approval of AUSTIN and not to use them for any purposes other than the performance of the deliveries and services ordered. These obligations are to be imposed on any subcontractors as well. This secrecy obligation on the part of the contractor shall remain in force for a period of five years after termination of the business relationship with AUSTIN.
5. (Technical) documents, drafts, plans, sketches, illustrations, drawings, models, as well as other means of production and specimens handed over to the contractor by AUSTIN for the purposes of carrying out its order shall remain the property of AUSTIN and shall be returned in proper condition upon completion of the order. Any passing on, even if only for the purpose of inspection by third parties, shall be expressly prohibited.
6. Should any provision of these Terms and Conditions or of the remaining agreement between AUSTIN and the contractor be or become ineffective, invalid, or unenforceable, this shall not affect the effectiveness, validity, or enforceability of the remaining provisions. In the case of ineffectiveness, invalidity, or unenforceability a provision that comes as close as possible to the economic result of such provision shall apply.
7. Amendments and supplements to these Terms and Conditions and the remaining agreement between AUSTIN and the Contractor shall be made in writing. This requirement of written form may only be deviated from in writing.
8. The entire business relationship between AUSTIN and the contractor shall be subject to Austrian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the conflict of law provisions. For legal disputes about the coming into existence or the legal effect of these Terms and Conditions and for contracts between AUSTIN and the contractor or disputes regarding their legal consequences, the exclusive jurisdiction of the court having subject matter jurisdiction at the corporate seat of AUSTIN is agreed upon. AUSTIN shall, however, be entitled to sue in the court at the corporate seat of the contractor.

The English translation of these Terms and Conditions of Purchase is provided solely for convenience. Only the original German text is legally binding.