

Terms and Conditions of MEISLITZER PRÄZISIONSTECHNIK GMBH (abbreviated as MPT)

1. Scope and Conclusion of Contract

1.1 All deliveries and services of MPT are exclusively based on MPT's general terms and conditions in their current version, unless and to the extent that divergent written agreements have been made. General terms and conditions of the contracting partner of MPT are not recognized and are expressly excluded, even if the conditions of the contracting partner remain uncontested. MPT's general terms and conditions also apply to future transactions between the contracting parties, even if not explicitly referred to (except for consumer transactions).

1.2 All offers from MPT are non-binding, unless stated otherwise in the offer, and are valid exclusively for the first concrete order process following the offer. For repeat orders, the customer must obtain "subsequent offers" each time. The contract is only concluded by sending a written order confirmation by MPT, the content of which is solely decisive for the determination of the subject matter of the order, including all specifications, or with the actual delivery. If offers are made to MPT, the offering party is bound to them for 4 weeks from the date of receipt of the offer by MPT. MPT can accept the contract offer by sending an order confirmation (acceptance of contract). Delivery and invoicing are equivalent to an order confirmation. The contracting partner is obligated to promptly review MPT's order confirmation and to promptly object to any deviations from their order; otherwise, the content of the contract is determined by the order confirmation. Any information contained in catalogs, brochures, and the like, as well as other written and oral statements, are only binding if expressly referred to in an order confirmation. MPT is not obliged to verify the accuracy of the specifications in the contracting partner's order or whether the ordered product is suitable for the intended use by the contracting partner (no obligation to inspect and warn). MPT reserves the right to make technical changes, within reasonable limits, even during order processing. Each conclusion of a contract is subject to the correct and timely supply by MPT's suppliers.

2. Prices, Payment Terms, Cost Estimates

2.1 Invoices are due promptly, net, without deductions, unless otherwise agreed. Prices are exclusive of value-added tax, unless otherwise agreed in writing. The agreed prices are ex MPT ("ex works") without packaging, delivery, assembly, installation, training, shipping, or any other additional services (e.g., program carriers, documentation, test certificates, and any contract fees). The environmentally responsible disposal of waste materials is the responsibility of the contracting partner at their own expense. The services described above can be provided for separate reasonable compensation upon request. The choice of shipping method and route is at MPT's discretion, excluding any liability for this. One-time fees are fixed prices related to the specific order process. Repeat orders are made solely based on newly prepared offers ("subsequent offers"). Ongoing fees may be adjusted by MPT at any time in accordance with changes in the Consumer Price Index (Note: Statistik Austria, in its current version). If labor costs or other necessary costs for performance, such as those for materials, energy, transportation, packaging, external financing, etc., change after the conclusion of the contract due to industry collective bargaining agreements, MPT is entitled to adjust its prices accordingly. The same applies to currency fluctuations between a delivery country and Austria. Orders valued below EUR 200 must be paid in cash upon pickup. By paying costs or cost shares for fixtures, tools, etc., the contracting partner does not acquire any rights to these items; they remain the exclusive property of MPT.

2.2 Objections to MPT's invoices can be raised in writing within a maximum of 14 days from the invoice date; this does not affect the due date. Failure to raise timely objections is considered approval. Valid complaints only entitle withholding of a reasonable portion of the invoice amount, not the entire amount. In this context, a reasonable amount refers to the cost of anticipated rectification of defects. Furthermore, the assertion of a right of retention against MPT is excluded. Offsetting claims of MPT with counterclaims of any kind is also excluded. Assignment of claims against MPT by the contracting partner is only effective if the assignment has been previously reported to MPT in writing and MPT has given written consent.

2.3 MPT is entitled, but not obligated, to insure the goods at the expense of the contracting partner. Transport damages and packaging damages must be reported promptly to MPT and the delivering carrier. MPT is also entitled to charge additional costs for weather-related delays (e.g., outdoor work) based on actual expenses, so the weather risk lies with the contracting partner.

2.4 Objects of a project nature are typically settled with partial invoices and a final invoice. MPT is entitled to request advance payments, i.e., issue partial invoices. If the contracting partner is in default with payment of a partial invoice, even after a reasonable grace period (maximum 14 days), MPT is entitled to invoice for all previous services and withdraw from the contract without further notice.

2.5 Furthermore, notwithstanding contrary provisions or agreements, MPT is entitled to execute outstanding deliveries or services only against advance payment or security deposits if circumstances arise that justify doubts about the creditworthiness of the contracting partner or if the contracting partner falls behind with a (partial) payment. Deliveries can be halted, and goods in transit can be recalled. Already produced goods can be stored at the expense of the contracting partner, with the stored goods invoiced as delivered. If advance payments in the sense of the preceding sentence or in the sense of section 2.4 (partial invoices) or security deposits are not provided, even after a reasonable grace period (7 days), MPT can withdraw from the contract without further notice. In this case, legal and contractual provisions are to be applied as if the contracting partner had fallen into arrears. If the contracting partner has been granted partial payments, a lapse occurs if the contracting partner is in default with a rate for more than five days. In the event of a payment delay, MPT is entitled to revoke any granted price reduction on the purchase price. The contracting partner must promptly inform MPT of any impending insolvency or initiation of insolvency proceedings. In each of these cases, MPT is entitled to invoice all services and make them due, demand sufficient security deposits, and, at its discretion, also withdraw from the contract while maintaining all of its own claims. Checks or bills of exchange are accepted only on a conditional basis. They are considered as payment only after they have been redeemed; all costs associated with them are at the expense of the contracting partner.

2.6 MPT does not guarantee the accuracy of cost estimates prepared by it to the best of its professional knowledge. If it is determined after the order has been placed that the costs exceed the cost estimate by more than 15%, MPT will inform the contracting partner of this. Cost overruns up to 15% can be invoiced without further ado. Unless otherwise agreed in writing, changes to orders or additional orders will

be invoiced separately at reasonable prices. Cost estimates are considered as total cost estimates, so MPT reserves the right to make a reasonable price adjustment in the event of an order deviating not only insignificantly from the cost estimate.

3. Retention of Title

3.1 The goods remain the property of MPT until the complete fulfillment of all claims, regardless of their legal basis, including future or conditional claims, also from contracts concluded simultaneously or later, including any interest and costs, including all checks and bills of exchange, or checks/bills of exchange procedure payments. Until full payment, the contracting partner is only authorized to sell, pledge, or transfer the goods for security, process, combine, or mix them with the written consent of MPT and by providing the name and exact address of the buyer. When processing, combining, or mixing the reserved goods with other goods by the contracting partner, MPT always retains co-ownership of the new item in relation to the invoice value of the reserved goods to the invoice value of the other goods used; in this case, the contracting partner is considered a custodian. If ownership is extinguished through combination or mixing, the contracting partner hereby transfers to MPT the ownership rights to the new inventory or item to the extent of the invoice value of the reserved goods and stores them free of charge. The resulting co-ownership rights are considered reserved goods in the sense of the preceding paragraph. In the case of resale (even after processing or combining), the purchase price claim against the acquirer is already assigned to MPT in full and MPT is entitled to notify the third-party debtor of this assignment. The retention of title also applies to those cash amounts that are received by the contracting partner due to the sale of the delivered goods; the contracting partner is obliged to separately safeguard these cash amounts and immediately forward them to MPT until full payment. The claim for payment of the work itself remains unaffected by all of this and remains valid until full payment. The enforcement of the retention of title constitutes a withdrawal from the contract only when expressly declared.

3.2 The contracting partner undertakes to inform MPT in writing, without being prompted, of any changes in the location of the reserved goods until their full payment. In the event of payment default, MPT is entitled, in addition to the fee, to demand the return of the contract products at the expense of the contracting partner and has the right to retrieve the contract products to the place of delivery or to another location within the country as determined by MPT at the expense and risk of the contracting partner. Therefore, in case of payment default, MPT is also entitled to enter the (business) premises of the contracting partner to enforce the retention of title to the reserved goods and take possession of them. The contracting partner is not authorized to pledge the goods subject to retention of title to third parties, transfer them into security ownership, or otherwise dispose of these goods in favor of third parties. In case of seizure or other claims, the contracting partner must assert MPT's ownership rights and notify MPT promptly. The contracting partner shall fully reimburse any costs incurred by MPT in connection with the protection of its rights. In case of payment default by the contracting partner, MPT is entitled to remove the reserved goods (including co-ownership) from the possession of the contracting partner. In this case, the client has no right to retain possession and grants prior consent to removal without factual or legal hindrance.

3.3 For the duration of the retention of title, the contracting partner is obliged to insure the reserved goods against fire, water, vandalism, general damage, theft, and burglary at their own expense. The rights from this insurance are assigned to MPT, and MPT accepts this assignment.

3.4 All specifications, drawings, parts lists, information, and/or other documents, as well as documentation and records used to perform manufacturing processes or as instructions for manufacturing processes, as well as data and manufacturing process parameters developed by MPT as part of contract manufacturing of customer parts to fulfill a service (hereinafter referred to as the Manufacturing Process Know-How of MPT), as well as all tools, dies, molds, gauges, fixtures, templates, machines, special testing equipment, special thread formers, parts lists, and measuring devices developed, manufactured, built, and/or purchased by MPT as part of contract manufacturing of customer parts to fulfill a service (hereinafter referred to as the Equipment Know-How of MPT) are considered the property of MPT, even if costs for them are invoiced directly or indirectly to the contracting partner (amortization through orders of the contracting partner). All information related to Manufacturing Process Know-How and Equipment Know-How of MPT is considered confidential information of MPT and may not be reproduced, disclosed to third parties, or made available for inspection without the express written consent of MPT. If costs for the development of Manufacturing Process Know-How and Equipment Know-How are listed in documents of standard order processing/business initiation (inquiries, offers, customer orders, delivery notes, invoices, etc., as well as the contracting partner's supplier portals), this is solely for the purpose of cost transparency for the contracting partner. The breakdown and payment of these costs do not grant any rights for the contracting partner to use them for their own purposes or for the purposes of third parties, ownership rights, inspection rights, evaluation, or future purchase rights.

4. Delivery Terms; Transfer of Risk

4.1 The place of performance is the location of MPT's delivery plant. Shipment is at the expense and risk of the contracting partner. Delivery times are provided by MPT without a guarantee. The period begins after receipt of the order and the submission of all documents, information, etc., required for fulfillment and after complete clarification of all execution details. For business-specific transactions, delivery and completion dates must be agreed upon in writing; otherwise, they have no legally binding effect, and this rule can only be deviated from in writing. With the notification of readiness for shipment, the delivery deadline is considered met. In call-off orders, there is at least an obligation to deliver and accept by the agreed or reasonable final date. Dates are promised and met on the condition of normal business operations. Agreed dates are met under the condition of normal business operations. Cases of force majeure, strikes, lockouts, difficulties in material procurement, operational disruptions of any kind, and other unforeseeable events, whether they occur at MPT or a subcontractor, release MPT from any delivery obligations. In such cases, MPT is entitled to extend the delivery by a reasonable lead time or, due to the unfulfilled portion, withdraw from the contract in whole or in part. Such delays do not entitle the contracting partner to refuse acceptance or to assert claims for resulting costs. In particular, the contracting partner is not entitled to demand a penalty previously agreed with a third party in the event of a delay in delivery by MPT.

4.2 In any case, risk is transferred to the contracting partner as soon as the goods have left MPT's warehouse or, in the case of consignment transactions, the warehouse of their suppliers. The same applies to partial deliveries and also in the event that the costs of delivery and installation are exceptionally borne by MPT for whatever reason. For international trade contracts, Incoterms 2010 are agreed upon; deliveries are made "ex works" unless expressly agreed otherwise in writing. If the shipment or delivery of the goods is delayed due to force majeure or reasons within the contracting partner's sphere, the risk generally transfers at the time of notification of readiness for shipment to the contracting partner. MPT determines the type and method of shipment and packaging. Increases in delivery and freight costs

between the contract conclusion and shipment can be invoiced separately to the contracting partner. If delivery with installation and assembly at the contracting partner's location or at a location designated by the contracting partner is agreed, the risk transfers on the day of installation and assembly. If a trial run is agreed, the risk immediately transfers after a proper trial run. Justifiable partial deliveries and services (e.g., due to equipment size, quantity, etc.) are permissible but only if reasonable for consumers.

4.3 If a delivery date is postponed at the request of the contracting partner or if MPT, for any reason whatsoever (except for MPT's own delay), cannot fulfill its performance, the contracting partner is still in default of acceptance or, if the goods cannot be installed or set up due to circumstances not in MPT's sphere, MPT is still entitled to invoice the contracting partner on the contractually agreed delivery date and demand payment as specified.

5. Default in Delivery, Payment and Acceptance; Transfer

5.1 A substantiated delay in the context of MPT's performance or a slight extension of a payment period by MPT is considered pre-approved, provided that it is in a reasonable proportion to the scope of the order and the specific circumstances of the order and has not been caused by gross negligence or willful misconduct by MPT. In case of a significant and grossly culpable delay in delivery by MPT, the contracting partner is entitled to declare withdrawal from the contract in writing. In this context, it is agreed that the delay is considered approved, and no claim for damages will be pursued, if MPT communicates a new delivery date within 20 business days from the notification of this new delivery date and actually adheres to that date before receiving the withdrawal declaration. Minor or slight negligence does not justify withdrawal from the contract, unless expressly agreed otherwise in writing.

5.2 MPT is required to provide services within a reasonable period. If the commencement of the service or the service itself is delayed by circumstances not attributable to MPT, other than force majeure and strikes, agreed performance deadlines are extended appropriately, or agreed completion dates are postponed accordingly (e.g., as long as the relevant event continues). This also applies, in particular, to changes or additions to the originally agreed services. The contracting partner must bear any additional costs due to delays if the circumstances causing the delays are attributable to their sphere. Delays caused by third parties, especially persons attributable to the contracting partner's sphere (e.g., consultants) or weather-related delays, will not affect MPT. Such delays are attributable to the contracting partner's sphere and do not delay the transfer of risk [(see point 9.)].

5.3 If MPT is prevented from providing the service, the delivery period it is required to adhere to is automatically extended by this period. However, MPT is also entitled to withdraw from the contract after setting a grace period of 14 days and to otherwise dispose of the goods. In this case, a penalty amounting to 30% of the invoice amount is agreed upon. Furthermore, the provisions stated under point 8 apply.

5.4 If, except in the case of a legitimate contract termination by the client, the execution of the commissioned services is completely or partially omitted at the request of the client, all disadvantages arising from this, including lost profits, must be reimbursed to the contractor. If the client is hindered in the performance or information—regardless of the reason—arranged by a third party (e.g., a knowledgeable advisor, a supplier) is not provided or delivered on time, which results in a delay in the acceptance or in the completion of MPT's services, MPT is entitled to, at its option, immediately invoice the entire agreed total price in full, regardless of whether the goods or other services are accepted, or declare a withdrawal from the contract. In addition, MPT is always entitled to invoice separately any additional expenses incurred by the engagement of a third party by the client—regardless of the reason for such engagement.

5.5 If the contracting partner is in default of acceptance or wrongfully refuses to accept MPT's service, the latter is entitled to store the goods on behalf of the contracting partner at a shipping company at MPT's location or the delivery location or in its own business premises. MPT is entitled to a storage fee amounting to 3% plus the statutory value-added tax of the net invoice amount allocated to the goods, but at least EUR 200.00 per commenced month, and to insist on immediate performance of the contract. If installment payments are agreed upon, MPT is entitled to make the entire remaining amount due (loss of term). In case of doubt, the contracting partner must, at their own expense, provide a bank guarantee for the total amount agreed for the entire work. Furthermore, MPT is entitled to withhold the fulfillment of its own obligations to the contracting partner until the agreed payment or other performance.

5.6 If the contracting partner is in default of payment, MPT is entitled to make all claims for services already rendered and commenced within the ongoing business relationship with the contracting partner due and payable. If the contracting partner is a consumer, this only applies in the case of a payment delay of at least 6 (six) weeks and after a notice period of at least 2 (two) weeks, with the consequence of enforcement.

5.7 MPT will notify the contracting partner of the intended handover date in a timely manner (24 hours, at least 1 business day in advance). If the contracting partner unjustifiably refuses to take over or misses the delivery date, the handover is nevertheless considered complete, and MPT is entitled to invoice the goods and store them at the risk and expense of the contracting partner. Alternatively, MPT is entitled to claim damages for non-performance. In such a case, payment is immediately due without any granted price discounts, regardless of contractually agreed payment terms and price reductions. Defects that do not significantly affect the proper use of the goods do not justify a refusal of acceptance.

5.8 If, despite two written reasonable extension periods of at least 3 (three) weeks each, the contracting partner is substantially at fault and in default by more than 3 (three) weeks, the contracting partner is entitled to withdraw from the contract. The withdrawal must be made in writing (if the contracting partner is a business entity: by registered mail) and must contain the threat of contract withdrawal. Claims for damages due to contract withdrawal are excluded, and any advance payments are to be refunded.

6. Service Provision for the Production of Manufactured Products, Creation of Program Carriers, Initial Costs, and Other Services

6.1 The development of individual manufactured products as part of the service provision, including underlying programs (initial costs in the broadest sense), is based on the nature and scope of the binding information, documents, and resources provided in full by the contracting partner. The contracting partner must provide practical test data and testing opportunities in a sufficient manner at their own cost

and within normal working hours. A written performance description, either prepared by MPT based on the documents and information provided to them and invoiced separately, or provided by the contracting partner themselves, serves as the basis for the creation of individual manufactured products as part of the service provision. The contracting partner is responsible for verifying the accuracy and completeness of a performance description prepared by MPT and then marking it with the contracting partner's approval. Subsequent change requests constitute additional orders and may lead to a later delivery date and a reasonable price change in the total price.

6.2 The software is considered accepted if no acceptance of the program is made within 10 business days after delivery and any installation, and no comments from the contracting partner are received by MPT. The software is considered accepted in any case if it is used in the contracting partner's actual operations.

6.3 Repair work is subject to charges and will be invoiced based on the actual effort. A standard reasonable travel allowance is charged for travel time unless a separate case-specific agreement is reached. Repair work is to be remunerated at reasonable market hourly rates unless a separate case-specific agreement is reached. If work on Sundays and/or holidays is necessary, MPT is entitled, in the case of repair work, to levy a surcharge of 50% of the total bill for the repair service. If the need and appropriateness of further repair work arises during repair work due to a third party brought in by the contracting partner, regardless of the reason, the original repair order applies to the subsequently identified repair work, provided that the MPT employee deems this repair work necessary. No special notice is required to be given to the contracting partner for this purpose. Cost estimates for repair work and assessments at the contracting partner's site are chargeable, even if no order is placed.

7. Warranty

7.1 Defects are fundamentally understood as deviations from the performance description that was agreed upon in writing. However, deviations resulting from the fact that the agreed-upon performance content is either not feasible or only feasible with disproportionate effort are not considered defects. This is especially true if the overall impression or result remains the same for an objective observer, and the deviation does not cause any significant functional limitations to the contracted work. MPT provides a warranty only for the quality of the manufacturing work (service provision), explicitly excluding any warranty for materials, chemical stability, physical stability, aging, relaxation of internal stresses, diffusion, storage, functionality, and lack of wear resistance, etc. Unless explicitly agreed upon in writing, the warranty only covers quality defects that were already present at the time of the transfer of risk; liability for quality defects that arise later is excluded. The contracting partner must always prove the existence of defects at the time of delivery (this does not apply to consumer transactions). Product-related information provided by MPT, such as images, drawings, descriptions, dimensions, weights, performance data, and consumption data, as well as information regarding the suitability of equipment for new technologies, is non-binding unless explicitly indicated as binding. This is especially applicable in the case of changes and improvements made for technological advancement. Reasonable minor deviations from such product-related information are considered approved and do not affect contract fulfillment unless they are unreasonable for the contracting partner. This right is only applicable to consumers when negotiated individually. MPT only warrants the applicability and usability of the programs it delivers to the extent that has been explicitly promised, with warranty claims of the contracting partner limited to improvement or replacement, in any case. MPT is not liable for manufacturer, importer, or other public statements about the characteristics of the goods, unless such characteristics have been explicitly agreed upon in writing.

7.2 If the claimed defect is acknowledged, and both improvement and replacement are possible, it is up to MPT to decide whether the warranty claim will be fulfilled through replacement or improvement. This does not lead to a renewal or extension of the warranty period. For transactions with entrepreneurs, MPT reserves the right to fulfill the warranty claim at its discretion through improvement, addition, replacement, or price reduction. A right to rescission exists only in the case of a non-remediable, essential defect from the outset (not applicable to consumer transactions). Moreover, any claims for further compensation are excluded in any case.

7.3 Warranty claims of the contracting partner do not entitle them to withhold their own performance (not applicable to consumer transactions).

7.4 Warranty rights of entrepreneurs require the contracting partner to inspect the goods immediately upon delivery and report any identified defects to MPT in writing, specifying the nature and extent of the defect. The contracting partner is obligated to test the goods within 5 days of receipt or, if agreed, installation by MPT and provide any comments in writing within 5 days of delivery or, if agreed, installation. Otherwise, the work is considered approved and accepted by the contracting partner. Hidden defects must be reported immediately upon discovery to avoid the exclusion of warranty claims. If a defect claim is not raised or not raised promptly, the goods are considered approved. Consequently, the assertion of warranty or compensation claims, as well as the right to assert a mistake in case of error, are excluded.

7.5 The contracting partner is obligated to allow MPT to inspect the alleged issue at their choice, either at the contracting partner's premises or at MPT's office during MPT's regular business hours. The verification of alleged defects is the sole responsibility of MPT. The burden of proof for the defect lies with the contracting partner. The contracting partner must provide all necessary documents, reports, devices, etc., required for the examination of the defect to MPT free of charge. Upon request by MPT, the contracting partner must deliver the goods to MPT at their own expense for examination or have them ready for examination at a designated location. The contracting partner must assist MPT as far as possible, including by providing an employee of the contracting partner if needed, to rectify defects that are the responsibility of the contracting partner (operating errors, unauthorized changes, damages, etc.) within a reasonable period. If MPT is prevented from rectifying the defects because the contracting partner fails to address defects within their control, the work will be considered defect-free regarding the specific defect for MPT. The obligation to provide warranty ceases if the contracting partner refuses the inspection. Refusing a scheduled inspection during regular business hours twice will be considered a refusal, releasing MPT from its obligation to provide a warranty and any liability for damages. The obligation to provide a warranty also ceases if the contracting partner disregards operating conditions, instructions, and the like, has defects repaired by themselves or by third parties, attempts improvements, or fails to fulfill any contractual obligations, particularly failing to make agreed-upon payments or withholding payments for any reason. In the event of a timely, justified, and written complaint, MPT will provide improvements or replacement at its discretion. If neither is possible, a credit will be issued, and further claims are excluded. This exclusion also applies to defects caused by improper storage, assembly, usage, as well as transport damage or damage resulting from corrosion. Replacement is limited to the replacement of the proven defective goods. Compensation for any remodeling costs, consequential costs, etc., is excluded. The warranty and liability for a provided improvement or

replacement are only assumed to the extent of the original warranty and liability; there is no extension of the original warranty/liability period.

7.6 MPT reserves the right to send defective goods or individual components to their suppliers for the purpose of rectifying defects. In the case of third-party deliveries, MPT is authorized to assign warranty claims that it has against the manufacturer to the contracting partner with discharging effect. Replaced parts remain the property of MPT or are to be returned to MPT at the expense of the contracting partner if requested. Returned or exchanged goods become the property of MPT. Freight, packaging, and any travel expenses of an engineer are borne by the contracting partner.

7.7 The assignment of warranty and/or compensation claims to third parties is excluded. Section 924 of the Austrian Civil Code (ABGB) does not apply. The right to recourse under Section 933b ABGB is expressly excluded against MPT unless this provision proves to be immoral in individual cases.

7.8 The warranty period for movable property is 6 months from delivery; for consumer transactions, statutory periods apply.

7.9 MPT does not provide a warranty for the sale of used goods, acceptance of repair orders, or modifications or alterations. (This provision does not apply to consumer transactions, for which the warranty period in these cases is 1 year.)

7.10 Warranty and compensation claims of the contracting partner are excluded in the following cases:

- a. If the contracting partner does not adhere to MPT's specifications, operating conditions, content instructions, etc., allows defects to be rectified by themselves or by third parties, attempts improvements, or fails to fulfill any contractual obligations, particularly failing to make agreed-upon payments or withholding payments for any reason.
- b. In cases of improper or inadequate maintenance or handling of products delivered by MPT by the contracting partner or their customers.
- c. In the case of incorrect or improper assembly or commissioning by the contracting partner or third parties.
- d. In cases of incorrect or improper storage.
- e. If defects result from unsuitable equipment, replacement materials, chemical, electrochemical, electrical, or physical influences, unless this can be attributed to at least gross negligence by MPT.
- f. Regarding third-party software, interface connections, and accessories.
- g. In the case of infections with viruses, worms, or similar computer pests not introduced by MPT.
- h. In the case of voltage fluctuations or defects occurring due to improper electrical installations on the contracting partner's side.
- i. For normal wear and tear, especially for consumable parts; consumable parts are parts with a normal lifespan shorter than the statute of limitations.
- j. If the contracting partner does not promptly provide the disputed goods or requested samples for defect inspection in accordance with the conditions. MPT is not obligated to verify the provisions in the contracting partner's order for factual and technical correctness or to confirm whether the contractual product is suitable for the intended use planned by the contracting partner.

7.11 The rectification of an alleged "defect" by the contracting partner does not constitute an acknowledgment of the alleged defect. If allegations of defects prove to be unfounded, the expenses incurred by MPT for verifying the absence of defects or rectifying the error are to be reasonably reimbursed. At least two attempts to rectify defects must be provided.

8. Liability

8.1 MPT shall only be liable for damages to property or assets, caused by it, to the contracting partner or a third party, in cases of intent and gross negligence. In consumer transactions, liability also applies in cases of ordinary gross negligence. In all other respects, any liability for damages of any kind, including default, impossibility, poor performance, tortious liability, etc., is excluded. The injured party must prove the presence of gross negligence or intentional damage. In cases of slight and - in the case of business transactions - ordinary gross negligence, all types of damage claims are excluded, except for damages to a person, atypical damages, and, only in consumer transactions, damages to an item that has been taken for processing. This also applies to materials and components of any kind provided by the contracting partner. Any liability existing due to mandatory legal provisions is, in terms of the amount, limited upwards to the maximum amount that was foreseeable at the time of contract conclusion, taking into account all circumstances known or culpably not known to MPT, but in any case limited to the respective net invoice amount for the goods ordered in connection with the specific individual order. Any order taken is subject to this limitation of liability.

8.2 Compensation for consequential and financial losses, lost savings, lost profits, loss of interest, and damages or claims by third parties is excluded in all cases, to the extent legally permissible. To the extent that MPT's liability is excluded or limited, this also applies to the personal liability of its employees, staff, shareholders, agents, and fulfillment assistants.

8.3 Unless otherwise agreed, no liability is assumed for the infringement of third-party intellectual property rights (patent, copyright, trademark rights, copyrights, design protection, etc.). If third parties claim an infringement of intellectual property rights by MPT, the contracting partner must promptly and comprehensively inform MPT. The contracting partner is liable for strictly adhering to the usage restrictions and manufacturer's instructions regarding the delivered goods and undertakes to indemnify and hold MPT harmless in this regard. The goods provide only the safety that can be expected due to approval regulations, operating instructions, the supplier's regulations on the treatment of the delivery item (operating manual), especially with regard to the prescribed inspections, and other given instructions. There is no obligation for compensation for damages to property and persons arising from the Product Liability Act and product liability claims that can be derived from other provisions.

8.4 MPT is not liable for damages to the contracting partner due to the failure of equipment (machine, device, equipment, etc.) in any form. MPT's liability extends only to performance that is in accordance with the agreement and conditions. MPT is not liable for any damage to an item provided by the contracting partner for processing during these works, except for gross negligence and intent. If the order involves

the production of a custom work based on information, drawings, models, or other specifications provided by the contracting partner, MPT's warranty and liability extend only to compliance with the agreement (manufacturing quality). MPT, as an order manufacturing company without its own research and development department, is therefore not obliged to examine the instructions given by the contracting party, provided technical drawings and technical specifications, as well as descriptions and qualifications of the raw materials and components to be used, for their suitability for the intended use of the contractual product. Raw and other materials provided by the contracting partner are only checked for obvious defects and quantity.

8.5 All liability limitations also apply to other services. Other services include all those services that are provided outside of warranty, particularly maintenance and repair work, as well as services based on subsequent orders.

8.6 The period for asserting liability claims expires after 6 months (this provision does not apply to consumer transactions).

8.7 In the event that the contracting partner violates one of the duties defined in Section 7. Warranty or in this Section 8. Liability, damage and warranty claims are excluded.

8.8 During assembly and repair work, damages to existing items may occur as a result of circumstances or material defects that are not discernible. MPT is only responsible for such damages if it has caused them culpably. Differences in color nuances cannot be excluded for anodized and coated materials.

8.9 MPT is authorized to commission subcontractors (e.g., for heat treatment).

9. Obligations of the Contracting Partner

9.1 MPT's obligation to perform commences at the earliest when the contracting partner has fulfilled all the technical and legal prerequisites necessary for the performance, which must be provided by them or which they should be aware of due to their own expertise or experience. If the contracting partner fails to fulfill this obligation, MPT's liability and warranty are excluded, insofar as the defect can be attributed to incorrect or incomplete customer information. If the contracting partner fulfills this obligation belatedly, they are not entitled to claim default of performance.

9.2 Unless otherwise agreed in writing, the contracting partner is to deliver the material to be processed to MPT in a timely and cost-free manner. Agreed delivery deadlines are fixed dates in terms of § 376 of the Austrian Commercial Code (UGB). Materials and components supplied by the contracting partner are considered as dependent components of the subject matter of the contract from the beginning of processing and remain the property of MPT until the full payment of the work remuneration. If the contracting partner provides machines/equipment for order processing, they are responsible for ensuring that they comply with the relevant safety regulations and that the necessary documentation is available. MPT is not obligated to inspect materials and components provided by the contracting partner, devices, machines, plans, etc. (no inspection and warning obligation). Such inspection must be commissioned separately and remunerated accordingly. No responsibility is assumed for the loss and damage of provided drawings, models, plans, other tools, devices, machines, components, etc.; insurance for this purpose will only be taken out upon explicit request and at the expense of the contracting partner.

9.3 Contracting partners are required to promptly retrieve ready-to-ship goods; otherwise, MPT is authorized to either send or deliver the goods at its discretion, at the risk and expense of the contracting partner, or to store the goods.

9.4 A delivery note with the following minimum content must be attached to the items handed over to MPT:

- a. Quantity, type of parts, net weight;
- b. Information about the material used (type and quality of material, material number, analysis) and the desired heat treatment procedure according to Austrian standards (Ö-NORMEN), DIN or ISO standards;
- c. Information about the expected tempering strength or hardness of the material;
- d. For hardness values, information about the testing method and testing location, as well as the allowable tolerance;
- e. For surface heat treatment processes, information about the desired depth of hardening, taking into account any subsequent mechanical processing (not related to diameter);
- f. Information about mechanical and thermal pre- and post-treatments and intended operating conditions of the finished;
- g. Workpiece, if this is relevant to the heat treatment;
- h. For partial heat treatments, clear specifications of the surfaces to be treated or corresponding drawings;
- i. Safety parts must be defined in writing as such before the order is placed.

If this information is missing, incomplete, or not executable with MPT's heat treatment facilities, MPT is entitled to reject the execution of the order or to perform heat treatment at the risk of the contracting partner based on its own judgment, for which MPT assumes no liability, and in this case, warranty and damage claims are excluded. Information provided in separate correspondence or verbally, and not on the delivery note, will not be considered for operational reasons. The processed workpiece is checked by random sampling before leaving the company. Further inspection is only carried out based on a special written agreement and at an additional cost. This outgoing inspection at MPT does not release the contracting partner from their obligation to perform an incoming inspection.

10. Contract Termination

10.1 MPT may terminate the order execution by written notice in the event of an important reason. An important reason exists, in particular, if there is a well-founded suspicion that the contracting partner's payment is at risk; if the contracting partner fails to fulfill significant obligations related to the contractual relationship; if enforcement proceedings are initiated against the contracting partner, insolvency proceedings are commenced, the initiation is rejected due to lack of funds, or they cannot provide the rightfully requested

security, or in the event of destruction, theft, or loss of the contractual product and/or essential parts of the raw materials or components required for production, provided MPT is not grossly at fault.

10.2 If the contracting partner is at fault for the contract dissolution, they are obligated to pay MPT a lump-sum compensation of 25% of the agreed total contract sum within 8 (eight) days. MPT may separately claim additional damages beyond this amount.

11. Cancellation Fee - Repentance Money

Unless a justified withdrawal from the contract by the contracting partner occurs, if the execution of the commissioned services is canceled in whole or in part at their request, the contracting partner must compensate MPT for all resulting disadvantages, including lost profits. A different mutual agreement is possible. Under no circumstances is MPT obligated to release the production resources, regardless of the reason for the termination of the contractual relationship. The production resources remain the property of MPT.

12. Exploitation Rights, Third-Party Rights, Loyalty, and Confidentiality

12.1 Unless explicitly agreed otherwise, exploitation rights are transferred to the contracting partner only at the time of full payment, including any interest and costs, and only to the extent necessary for the ordinary use of the work. Construction documents, including plans, sketches, and other drawings, calculations, electronic data, electronic data printouts, and other documents remain intellectual property and property of MPT and may only be used with explicit written consent and in connection with the goods delivered by MPT. All production resources remain the property of MPT.

12.2 The contracting partner is obliged to maintain the confidentiality of knowledge obtained from the business relationship with MPT.

Any use, particularly dissemination, reproduction, publication, and provision, even in part, requires explicit written consent from MPT. On request, but in any case upon the termination of the business relationship or non-issuance of an order, any documents and items received by the contracting partner, even if not included in the scope of the service but delivered to the contracting partner, must be returned immediately. The contracting partner acknowledges that for each violation of this provision, a contractual penalty is agreed upon in an amount five times the total order sum, which is non-negligent in the case of a business transaction. Damage exceeding the contractual penalty must also be compensated.

12.3 The contracting partner is responsible for fully reimbursing any costs incurred by MPT in connection with safeguarding its rights.

12.4 If manufacturing and deliveries are based on plans, drawings, models, analytical or other specifications of the contracting partner, and as a result, the rights of third parties, especially intellectual property rights (patent, trademark, design rights, etc.), are infringed, the contracting partner must promptly indemnify MPT against any claims by the third party and also cover the costs of defense, etc. upon the first request. In such a case, MPT is entitled to demand the immediate submission of an abstract bank guarantee in an amount at least equal to the claim asserted by the third party, plus 10%, as well as the advance payment of reasonable cost advances for legal expenses. If a third party (not obviously without justification) asserts intellectual property rights, MPT is entitled to suspend the production of the delivered item at the contracting partner's risk until the question of infringement is clarified and invoice the expenses incurred up to that point in a reasonable proportion to the total order sum.

12.5 The contracting partner is obliged to loyalty towards MPT and, therefore, will refrain from directly or indirectly soliciting or employing, through third parties, employees or subcontractors of MPT involved or formerly involved in the execution of an order during the duration of the contractual relationship and for 12 months after the termination of the contractual relationship. In case of a breach of this obligation, a non-negligent contractual penalty of EUR 100,000 is agreed upon. Damage exceeding the contractual penalty, especially lost profit, must also be compensated.

12.6 MPT is authorized to process entrusted (including personal) data within the scope of order execution either by itself or by any third parties used to fulfill services. MPT undertakes to maintain data confidentiality in accordance with the Data Protection Act 2018. Materials (data carriers, data, check digits, analyses, programs, etc.) provided to MPT will be returned to the contracting partner upon completion of the work upon request. The contracting partner consents to the automation-assisted processing, storage, and transmission of all data sent from their sphere to MPT. MPT is committed to maintaining the secrecy of all information received during order processing regarding the contracting partner's trade secrets, business partners, even after contract termination, without exploiting them. Furthermore, MPT is obligated to extend these and all other obligations undertaken with respect to the contracting partner to any third parties employed by MPT to fulfill an order. The contracting partner is allowed to release MPT from this obligation; however, an obligation to provide information as prescribed by law takes precedence over this confidentiality commitment. MPT is granted the right, free of charge, to mention the results of its services for the contracting partner for self-promotion and to publish excerpts in all media (e.g., websites, catalogs, informational brochures, press, advertising films).

13. Miscellaneous

13.1 Unless the contracting partner is considered a business entity under the provisions of the Austrian Consumer Protection Act, all contract clauses that cannot be validly agreed upon or are permissible with consumers will be waived; such clauses will be replaced by a provision that economically most closely aligns with and is permitted by the rules for businesses. If individual provisions of these general terms and conditions are or become invalid, the remaining content of the general terms and conditions remains unaffected. In place of the invalid provision, a provision that comes closest economically to the invalid provision will apply. Errors, typos, and changes are reserved.

13.2 Side agreements, subsequent changes, and/or additions to the order require written form to be valid (email and confirmation email). In the absence of special formal requirements, written form is also maintained through fax with fax confirmation or email with confirmation email.

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13.3 The place of performance for all obligations arising from the legal transaction (contract for work and labor; purchase contract), including a right to withdraw, is the business headquarters of MPT. The locally competent court in Klagenfurt is responsible for resolving all disputes arising from this contract. However, MPT is also entitled to sue at the general place of jurisdiction of the contracting partner. Austrian substantive law applies regardless of the country where the order is carried out. The applicability of the UN Sales Convention is excluded. The contract language and language of contract execution is German.