

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

1. Scope and Conclusion of Contract

1.1 All deliveries and services provided by MPT are based exclusively on MPT's general terms and conditions in their currently valid version, unless and insofar as no deviating written agreements have been made. General contractual, delivery and/or business terms and conditions of MPT's contractual partner are not recognised and are hereby expressly excluded, even if the contractual partner's terms and conditions remain uncontested. MPT's general terms and conditions shall also apply to future transactions between the contracting parties, even if no express reference is made to them (except for consumer transactions).

1.2 All offers made by MPT are subject to change and non-binding, unless stated otherwise in the offer, and are valid exclusively for the first specific order process following the offer. For repeat orders, the customer must obtain 'supplementary offers' in each case. The contract is only concluded when MPT sends a written order confirmation, the content of which is solely decisive for determining the subject matter of the order, including all specifications, or upon delivery itself. If offers are made to MPT, the offeror is bound to them for 4 weeks from receipt of the offer by MPT. MPT can accept the contract offer by sending an order confirmation (contract acceptance). Delivery and invoicing are equivalent to an order confirmation. The contractual partner is obliged to check the order confirmation from MPT immediately and must report any deviations from their order without delay, otherwise the content of the contract shall be based on the order confirmation. Any information contained in catalogues, brochures and the like, as well as other written and verbal statements, shall only be authoritative if expressly referred to in an order confirmation. MPT is not obliged to check the specifications in the contractual partner's order for factual and technical accuracy or to check whether the ordered product is suitable for the contractual partner's intended use (no obligation to check and warn). MPT reserves the right to make technical changes during order processing within reasonable limits. Every contract is concluded subject to correct and timely delivery by MPT's suppliers.

2. Prices, Payment Terms, Cost Estimates

2.1 Invoices are due promptly, net, free of charges and deductions, unless otherwise agreed. Prices are exclusive of value added tax, unless otherwise agreed in writing. The agreed prices are ex MPT ('ex works') and do not include packaging, delivery, assembly, installation, training, shipping or other ancillary services (e.g. programme carriers, documentation, test certificates and any contract fees). The contractual partner shall arrange for the professional and environmentally friendly disposal of old material at its own expense. Upon request, the services described above will be provided for a separate reasonable fee. The choice of shipping method and route is at the discretion of MPT, which accepts no liability in this regard. One-off fees are fixed prices based on the specific order process. Repeat orders are only accepted on the basis of newly created offers ('supplementary offers'). MPT may adjust ongoing fees at any time in line with changes in the consumer price index (note: Statistics Austria, current version). If, due to collective bargaining agreements in the industry, wage costs or other costs necessary for the provision of services, such as those for materials, energy, transport, packaging, external labour financing, etc., change after the conclusion of the contract, MPT is entitled to adjust its prices accordingly. The same applies to currency fluctuations between a country of delivery and Austria. Orders worth less than EUR 200 must be paid for in cash upon collection. By reimbursing costs or cost shares for devices, tools or similar items, the contractual partner does not acquire any rights to these items; they remain the exclusive property of MPT.

2.2 Objections to invoices issued by MPT may be raised in writing within a maximum of 14 days from the invoice date; this shall not affect the due date. Failure to raise objections in good time shall be deemed approval. Justified complaints do not entitle the customer to withhold the entire invoice amount, but only a reasonable portion thereof. A reasonable amount in this sense is understood to be the amount corresponding to the anticipated costs of remedying the defect. Furthermore, the assertion of a right of retention against MPT is excluded. Offsetting of claims by MPT against counterclaims of any kind is excluded. An assignment of claims against MPT by the contractual partner is only effective vis-à-vis MPT if MPT has been notified of the assignment in writing in advance and MPT has given its written consent.

2.3 MPT is entitled, but not obliged, to insure the goods at the expense of the contractual partner. Transport damage and damage to the packaging must be reported to MPT and the delivering carrier immediately. MPT is also entitled to charge additional costs for weather-related delays (e.g. of outdoor activities) at reasonable rates, so that the weather risk is borne by the contractual partner.

2.4 Contractual items of a project nature are generally invoiced by means of partial invoices and a final invoice. MPT is entitled to demand advance payments, i.e. to issue partial invoices. If the contractual partner defaults on payment of a partial invoice even after a reasonable grace period (max. 14 days), MPT is entitled to invoice all services rendered to date and to withdraw from the contract without further notice.

2.5 MPT shall also be entitled, notwithstanding any provisions or agreements to the contrary, to make outstanding deliveries or provide outstanding services only against advance payment or security deposits if circumstances become known that justify doubts about the creditworthiness of the contractual partner or if the contractual partner defaults on a (partial) payment. Deliveries may be stopped and goods already in transit may be recalled. Goods that have already been produced may be stored at the expense of the contractual partner, whereby the stored goods will be invoiced as delivered. If advance payments within the meaning of the previous sentence or within the meaning of point 2.4. (partial invoices) or security deposits are not made even after a reasonable grace period (7 days), MPT may withdraw from the contract without further notice. In this case, the statutory and contractual provisions shall apply as if the contractual partner were in default of performance. If the contractual partner has been granted partial payments, default shall occur if the contractual partner is more than five days in arrears with an instalment. In the event of default in payment, MPT shall be entitled to revoke any discount granted on the purchase price. The contractual partner must notify MPT immediately of any insolvency or insolvency proceedings. In each of these cases, MPT shall be entitled to invoice all services and declare them due, to demand sufficient security and, at its own discretion, to withdraw from the contract, while retaining all of its own claims. Cheques or bills of exchange shall only be accepted on account of performance. These shall only be deemed payment after they have been honoured; all associated costs shall be borne by the contracting party.

2.6 MPT does not guarantee the accuracy of the cost estimates it prepares to the best of its professional knowledge. If, after the order has been placed, it transpires that the costs will exceed the cost estimate by more than 15%, MPT will notify the contractual partner thereof.

Cost overruns of up to 15% may be invoiced without further notice. Unless otherwise agreed in writing, order changes or additional orders will be invoiced separately at reasonable prices. Cost estimates are considered total cost estimates, so MPT reserves the right to make reasonable price changes in the event of an order that deviates more than slightly from the cost estimate.

3. Retention of Title

3.1 The goods remain the property of MPT until all claims, regardless of their legal basis, including future or conditional claims, also from contracts concluded at the same time or later, including any interest and costs, have been settled in full. In the case of payment by bill of exchange or cheque or in the cheque/bill of exchange procedure, the retention of title shall remain in force until all cheques or bills of exchange have been honoured. Until full payment has been made, the contractual partner is only entitled to resell, pledge or transfer ownership of the goods as security, to process and/or treat, combine or mix them with the written consent of MPT and stating the name or company name and exact address of the buyer. If the contractual partner processes, combines or mixes the goods subject to retention of title with other goods, MPT shall always be entitled to co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the invoice value of the other goods used; in this case, the contractual partner shall be deemed the custodian. If ownership expires due to combination or mixing, the contractual partner hereby transfers to MPT the ownership rights to which it is entitled in the new stock or item to the extent of the invoice value of the goods subject to retention of title and shall store them free of charge. The co-ownership rights arising herefrom shall be deemed goods subject to retention of title within the meaning of the preceding paragraph. In the event of resale (including after processing or combination) of the goods subject to retention of title, the purchase price claim against the purchaser shall be deemed to have been assigned in full to MPT, and MPT shall be entitled to notify the third-party debtor of this assignment. The retention of title also applies to any sums of money received by the contractual partner as a result of the sale of the delivered goods; the contractual partner is obliged to keep these sums of money separate and to forward them to MPT immediately until full payment has been made. The claim for remuneration for work performed remains unaffected by all this and shall remain valid until full payment has been made. The assertion of the retention of title shall only constitute a withdrawal from the contract if this is expressly declared.

3.2 The contractual partner undertakes to notify MPT in writing and without being requested to do so of any changes to the location of the goods subject to retention of title until they have been paid for in full. In the event of default in payment, MPT shall be entitled to demand not only payment but also the return of the contractual products at the expense of the contractual partner and shall have the right to retrieve the contractual products to the place of delivery or to another location within the country to be determined by MPT at the expense and risk of the contractual partner. In the event of default in payment, including from other and future deliveries or services provided by MPT to the contractual partner, or in the event of financial collapse of the contractual partner, MPT shall therefore be entitled to enter the (business) premises of the contractual partner and take possession of the goods subject to retention of title in order to assert its retention of title. The contractual partner is not entitled to pledge the goods subject to retention of title to third parties or to transfer them as security, nor to dispose of these goods in any other way in favour of third parties. In the event of seizure or other claims, the contractual partner must indicate MPT's right of ownership and notify MPT immediately. Any costs incurred by MPT in connection with the protection of its rights shall be reimbursed in full by the contractual partner. In the event of default of payment by the contractual partner, MPT shall be entitled to withdraw goods subject to retention of title (including co-ownership) from the custody of the contractual partner. In this case, the client shall not enjoy any protection of possession and shall give his consent in advance to the removal of the goods without any factual or legal impediment.

3.3 For the duration of the retention of title, the contractual partner undertakes to insure the goods subject to retention of title against fire, water, vandalism and damage in general, as well as against theft and burglary, at its own expense. The rights arising from this insurance are assigned to MPT; MPT accepts this assignment.

3.4 All specifications, drawings, parts lists, information and/or other documents, as well as documentation and records used to carry out manufacturing processes or serving as instructions for manufacturing processes, and also data and manufacturing process parameters developed, created and/or designed by MPT within the scope of contract manufacturing/custom manufacturing of customer parts for the purpose of providing a service (hereinafter referred to as MPT's manufacturing process know-how) as well as all tools, dies, moulds, gauges, fixtures, templates, machines, special testing devices, special thread formers, parts lists and measuring devices that are developed, manufactured, built and/or purchased by MPT within the scope of contract manufacturing/custom manufacturing of customer parts for the fulfilment of a service (hereinafter referred to as MPT's equipment know-how), are considered the property of MPT, even if the costs for them are invoiced directly or indirectly (amortisation through orders from the contractual partner) to the contractual partner or are reported as part of the initial costs and also invoiced and paid by the contractual partner. All information about MPT's manufacturing process know-how and equipment know-how shall be regarded as confidential information of MPT and may not be reproduced or made available to third parties for inspection without the express written consent of MPT. If costs for the development of manufacturing process know-how and equipment know-how are disclosed to the contractual partner in documents relating to standard order processing/business initiation (enquiry, quotation, customer order, delivery note, invoice, etc.), as well as the contractual partner's supplier portals, this is solely for the purpose of creating cost transparency for the contractual partner. The breakdown and payment of these costs does not grant the contractual partner any right of use for its own purposes or the purposes of third parties, any property rights, any right of inspection, assessment or subsequent purchase.

4. Delivery Terms; Transfer of Risk

4.1 The place of performance is the location of MPT's delivery plant. Shipping is at the expense and risk of the contractual partner. Delivery times are announced by MPT without guarantee. They commence upon receipt of the order and handover of all documents, information, etc. necessary for fulfilment, and after all execution details have been clarified in full. For company-related transactions, delivery and completion dates must be agreed in writing, otherwise they shall have no legally binding effect; this rule may only be deviated from in writing. Upon notification of readiness for dispatch, the delivery period shall be deemed to have been met. In the case of call-off orders, there is an obligation to deliver and accept delivery at least by the agreed or reasonable deadline. Dates are promised and adhered to on the assumption of normal business operations. Promised dates are adhered to on the assumption of normal business operations. Cases of force majeure, strikes, lockouts, material procurement difficulties, operational disruptions of any kind and other unforeseeable events, whether they occur at MPT or a subcontractor, release MPT from any delivery obligations it may have assumed. In such cases, MPT is entitled to extend the delivery by a reasonable start-up period or to withdraw from the contract in whole or in part due to the unfulfilled part. Such delays shall not entitle the contractual partner to refuse acceptance or to assert claims for compensation for any costs incurred as a

result. In particular, the contractual partner shall not be entitled to demand any penalty agreed with a third party in the event of a delay in delivery by MPT.

4.2 In any case, the risk shall pass to the contractual partner as soon as the goods have left the MPT warehouse or, in the case of drop shipments, the warehouse of its suppliers. The same shall apply to partial deliveries and also in the event that the costs for delivery and installation are exceptionally borne by MPT for whatever reason. For foreign trade contracts, Incoterms 2010 shall be deemed to have been agreed; Unless expressly agreed otherwise in writing, deliveries shall be made 'ex works'. If the shipment or delivery of the goods is delayed as a result of force majeure or for reasons within the sphere of influence of the contracting party, the risk shall generally pass to the contracting party at the time of notification of readiness for shipment. MPT shall determine the type and method of shipment and packaging. Increases in delivery and freight costs between the conclusion of the contract and dispatch may be invoiced separately to the contracting party. If delivery with installation and assembly at the contracting party's premises or at a third party designated by the contracting party has been agreed, the risk shall pass on the day of installation and assembly. If a trial run has been agreed, the risk shall pass immediately after the trial run has been carried out properly. Partial deliveries and services that are objectively justified (e.g. due to system size, quantity, etc.) are permissible, but only to the extent that they are reasonable for consumers.

4.3 If a delivery date is postponed at the request of the contractual partner or if MPT is unable to perform its services for any reason whatsoever (except for its own delay), the contractual partner shall be in default of acceptance or if the goods cannot be installed or set up due to circumstances beyond MPT's control, MPT shall nevertheless be entitled to issue an invoice on the contractually agreed delivery date and to demand payment in accordance with the contract

5. Default in Delivery, Payment and Acceptance; Transfer

5.1 Any objectively justified delay in connection with the provision of services by MPT or a short-term exceeding of a payment deadline by MPT shall be deemed to have been approved in advance, provided that this is proportionate to the scope of the order and the special circumstances of the order and was not caused by MPT through gross negligence or wilful misconduct. If MPT is culpably in default of delivery, the contractual partner shall be entitled to declare its withdrawal from the contract in writing, in which context it is agreed that the delay shall be deemed to have been approved and that no claims for damages shall be asserted if MPT announces a new delivery date within 20 working days of notification of this new delivery date before receipt of the declaration of withdrawal and actually meets this date. Minor or slight negligence shall not entitle the other party to withdraw from the contract, unless expressly agreed otherwise in writing.

5.2 MPT shall provide the contracted services within a reasonable period of time. If the start of service provision or the provision itself is delayed by circumstances beyond MPT's control, i.e. not only in cases of force majeure and strikes, the agreed service deadlines shall be extended appropriately or the agreed completion dates shall be postponed accordingly (e.g. for as long as the relevant event continues). This shall apply in particular in the event of a breach of the contractual partner's obligations to cooperate. The same shall apply in the event of changes or additions to the originally agreed services. Additional costs due to delays shall be borne by the contractual partner if the circumstances causing the delays are attributable to its sphere of influence. Delays caused by third parties, in particular persons attributable to the sphere of influence of the contractual partner (e.g. consultants), or delays due to weather conditions shall in no case be borne by MPT. Such delays are attributable to the sphere of influence of the contractual partner and are also not suitable for delaying the transfer of risk [(see point 9.)].

5.3 If MPT is prevented from providing its services, the delivery period to be observed by MPT shall be automatically extended by this period. However, MPT shall also be entitled to withdraw from the contract after setting a grace period of 14 days and to dispose of the goods elsewhere; in this case, a contractual penalty of 30% of the invoice amount shall also be deemed to have been agreed. In all other respects, the provisions of sub-clause 8 shall apply.

5.4 If, except in the case of justified withdrawal from the contract by the client, the client requests that the commissioned services not be performed in whole or in part, the contractor shall be compensated for all disadvantages incurred as a result, including lost profits. If a third party engaged by the contractual partner (expert consultant, supplier, etc.) fails to provide a service or information on time, regardless of the reason, and this results in a delay in acceptance or prevents MPT from commencing or completing its service, MPT shall be entitled, after setting a reasonable grace period of no more than 14 days, to either invoice the agreed total price in full immediately, regardless of whether the goods or other services are accepted, or to declare its withdrawal from the contract. In addition, MPT shall in any case be entitled to invoice separately for any additional expenses incurred as a result of the contracting party involving a third party, regardless of the reason.

5.5 If the contractual partner is in default of acceptance or unjustifiably refuses to accept MPT's performance, the latter shall be entitled to store the goods at the expense of the contractual partner at a forwarding agent's premises at MPT's registered office or at the place of delivery or at its own business premises, for which MPT shall charge a storage fee of 3% plus statutory VAT on the net invoice amount attributable to the goods, but at least EUR 200.00 per month or part thereof, and to insist on immediate performance of the contract. If partial payments have been agreed, MPT shall be entitled to demand payment of the entire outstanding amount (forfeiture of the payment term). In case of doubt, the contractual partner shall provide a bank guarantee for the amount agreed for the entire work at its own expense. MPT shall also be entitled to withhold the fulfilment of its own obligations towards the contractual partner until the agreed payment or other performance has been made.

5.6 If the contractual partner defaults on payment, MPT shall be entitled to demand payment of all claims for services already rendered and commenced within the scope of the ongoing business relationship with the contractual partner. If the contractual partner is a consumer, this shall only apply in the event of default in payment for at least 6 (six) weeks and the setting of a grace period of at least 2 (two) weeks with the threat of this consequence.

5.7 MPT shall notify the contractual partner of the intended delivery date in good time (24 hours, at least 1 working day in advance is sufficient); if the contractual partner refuses to accept delivery without justification or fails to meet the deadline, the delivery shall nevertheless be deemed to have been made and MPT shall be entitled to issue an invoice and store the goods at the risk and expense of the contractual partner. MPT shall also be entitled to claim damages for non-performance. In such a case, payment shall be due immediately

without any price reduction that may have been granted, regardless of contractually agreed payment terms and price reductions. Defects that do not significantly impair the proper use of the goods shall not entitle the contracting party to refuse acceptance.

5.8 If MPT is more than 3 (three) weeks in arrears despite two written reminders setting a reasonable grace period, the contractual partner shall be entitled to withdraw from the contract, which must be done in writing (by registered letter if the contractual partner is an entrepreneur) with the threat of withdrawal from the contract. Claims for damages as a result of withdrawal from the contract are excluded; any advance payments made shall 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 manufacturing products within the scope of service provision and underlying programmes (initial costs in the broadest sense) shall be carried out in accordance with the type and scope of the binding information, documents and aids provided in full by the contractual partner. The contractual partner shall provide practical test data and test facilities to a sufficient extent at its own expense in good time during normal working hours. A written service description, which is either prepared by MPT on the basis of the documents and information provided to it against payment or provided by the contractual partner itself, serves as the basis for the creation of individual manufacturing products within the scope of service provision. A service description prepared by MPT shall be checked by the contractual partner for accuracy and completeness and then marked with the contractual partner's approval. Subsequent change requests constitute additional orders and may result in a later delivery date and an appropriate change in the total price.

6.2 The software shall be deemed accepted if, within 10 working days of delivery and any installation, neither acceptance of the programme has taken place nor any comments from the contracting party have been received by MPT. The software shall in any case be deemed accepted if it is used in the contracting party's live operation.

6.3 Repair work is subject to a charge and will be invoiced according to the actual time and effort involved. Unless a separate agreement has been made in individual cases, a reasonable flat-rate travel allowance in line with market rates will be charged for travel time. Unless a separate agreement has been made on a case-by-case basis, repair work shall be remunerated at reasonable market hourly rates. If work is required on Sundays and/or public holidays, MPT shall be entitled to charge a surcharge of 50% of the total invoice for the repair work. If, during repair work, the necessity and expediency of further repair work becomes apparent, the original repair order shall also apply to the repair work that has now become apparent, provided that the MPT employee considers this repair work to be expedient. No special notification to the contractual partner is required for this. Cost estimates for repair work and assessments at the contractual partner's premises are also subject to a charge if no order is placed.

7. Warranty

7.1 Defects are generally understood to be only deviations from the written service description, but not deviations that arise because the agreed service content cannot be implemented or can only be implemented with disproportionate effort, if the overall impression/ the overall result is the same for an objective observer and the deviation does not cause any significant functional limitations to the commissioned work. MPT only guarantees the quality of the manufacturing work (service provision), but expressly not for material, chemical stability, physical stability, ageing, relaxation of internal stresses, diffusion, storability, function and lack of wear resistance, etc. Unless expressly agreed in writing, the warranty only covers defects in workmanship that already existed or were present at the time of transfer of risk; liability for defects in workmanship that occur later is excluded. The existence of the defect at the time of delivery must always be proven by the contractual partner (does not apply to consumer transactions). Product descriptions provided by MPT, such as illustrations, drawings, descriptions, dimensions, weight, performance and consumption data, as well as information regarding the usability of devices for new technologies, are subject to change without notice unless they are expressly designated as binding. This applies in particular to changes and improvements that serve technical progress. Reasonable minor deviations from such product descriptions are deemed to be approved and do not affect the fulfilment of contracts, provided they are not unreasonable for the contractual partner. This right only applies to consumers if it is negotiated in individual cases. MPT only guarantees the applicability and usability of the programmes it supplies to the extent that this has been expressly agreed, whereby the contractual partner's warranty claims are limited to improvement or replacement in any case. MPT shall not be liable for advertising statements and public statements made by the manufacturer, importer, etc. regarding the properties of the goods, unless such properties have been expressly agreed in writing.

7.2 If the reported defect is acknowledged and both repair and replacement are possible, MPT shall decide whether to fulfil the warranty claim by replacement or repair. This shall not result in a renewal or extension of the warranty period. For transactions with entrepreneurs, MPT also reserves the right to fulfil the warranty claim at its discretion by repair, addition, replacement or price reduction; a claim for rescission shall only exist in the case of a material defect that cannot be remedied from the outset (does not apply to consumer transactions). Any further claims for compensation are excluded in all cases. 7.3 Warranty claims of the contractual partner do not entitle it to withhold its performance (not applicable to consumer transactions).

7.3 Warranty claims by the contractual partner do not entitle them to withhold their performance (does not apply to consumer transactions).

7.4 Warranty rights of entrepreneurs require that the contractual partner inspects the goods immediately upon delivery and notifies MPT in writing of any defects found immediately, but no later than 5 days after receipt, stating the nature and extent of the defect. The contractual partner is obliged to test the goods within 5 days of receipt or, if agreed, after installation by MPT, and to notify MPT in writing of any comments within 5 days of delivery or, if agreed, after installation, otherwise the work shall be deemed to have been approved and accepted by the contractual partner. Hidden defects must be reported immediately after their discovery, otherwise any warranty claims shall be excluded. If a complaint is not made or is not made in good time, the goods shall be deemed to have been approved, in which case the assertion of warranty or damage claims and the right to contest the contract on the grounds of error shall be excluded.

7.5 The contractual partner is obliged to allow MPT to inspect the defective item either at the contractual partner's premises or at MPT's headquarters during MPT's normal business hours. MPT shall be solely responsible for inspecting the alleged defect. The burden of

proof for the defect lies with the contractual partner. The contractual partner shall provide MPT with all documents, reports, equipment, etc. necessary for the inspection of the defect to a reasonable extent for testing purposes free of charge. At MPT's request, the contractual partner shall send the goods to MPT at its own expense or keep them ready for inspection at a designated location. The contractual partner shall support MPT as far as possible, if necessary by providing an employee of the contractual partner. Faults for which the contractual partner is responsible (operating errors; changes contrary to the agreement, damage, etc.) shall be remedied by the contractual partner within a reasonable period of time. If MPT is prevented from remedying the defect because the contractual partner fails to remedy errors within its sphere of responsibility, the work shall be deemed free of defects vis-à-vis MPT with regard to the specific defect. The warranty obligation shall not apply if the contractual partner refuses to allow inspection, whereby two refusals to attend an appointment during normal business hours shall be deemed a refusal, which shall release MPT from its warranty obligation and liability for damages. The warranty obligation shall also expire if the contractual partner disregards the operating conditions, content instructions and the like, remedies defects that have occurred himself or has them remedied by third parties, or attempts to make improvements, or if he fails to comply with an obligation incumbent upon him under the contract, in particular if he fails to make agreed payments or withholds them for any reason whatsoever. In the event of a timely, justified, written complaint, MPT shall, at its discretion, either repair or replace the goods. If neither is possible, a credit note shall be issued; any further claims are excluded. Claims for defects caused by improper storage, assembly, use, transport damage or corrosion-related impairments are also excluded. A replacement delivery is limited to the replacement delivery of the goods proven to be defective. Compensation for any conversion costs, consequential costs and the like is excluded. The warranty and liability for any improvement made or replacement delivery provided shall only be assumed to the extent of the warranty and liability originally assumed; the original warranty/liability period shall not be extended.

7.6 MPT reserves the right to send defective goods or individual components to its suppliers for the purpose of rectifying defects. In the case of third-party deliveries, MPT is entitled to assign warranty and guarantee claims it has against the manufacturer to the contractual partner, with debt-discharging effect. Replaced parts shall remain the property of MPT or shall be returned to MPT at the request and expense of the contractual partner. Returned or replaced goods shall become the property of MPT. Freight, packaging and any travel expenses incurred by a technician shall be borne by the contractual partner.

7.7 The assignment of warranty and/or damage claims to third parties is excluded. Section 924 of the Austrian Civil Code (ABGB) does not apply. The right of recourse against MPT pursuant to Section 933b ABGB is expressly excluded, unless this provision proves to be unconscionable in individual cases. 7.8 The warranty period for movable goods is six months from delivery; for consumer transactions, statutory periods apply.

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

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

7.10 Warranty and compensation claims by the contracting party are excluded in the following cases.

- a) if the contractual partner fails to comply with MPT's specifications, operating conditions, content instructions, etc., remedies defects itself or has them remedied by third parties, attempts to make improvements, or fails to fulfil an obligation under the contract, in particular fails to make agreed payments or withholds them for any reason whatsoever.
- b) in the event of unsuitable or improper maintenance or handling of the products delivered by MPT on the part of the contractual partner or its customers
- c) incorrect assembly or commissioning by the contractual partner or third parties
- d) incorrect or improper storage
- e) if defects have arisen due to unsuitable operating materials, replacement materials, chemical, electrochemical, electrical or physical influences, unless this is attributable to at least gross negligence on the part of MPT.
- f) with regard to software, interface connections and third-party accessories
- g) in the event of infection with viruses, worms or similar computer malware that was not introduced by MPT
- h) in the event of voltage fluctuations or defects occurring due to improper electrical installations on the part of the contractual partner
- i) for normal wear and tear, in particular for wear parts; wear parts are parts whose normal service life is shorter than the limitation period.
- j) if the contracting party does not immediately make the rejected goods or samples requested for the purpose of verifying the complaint available in accordance with the terms and conditions

MPT is not obliged to check the specifications in the contractual partner's order for factual and technical accuracy or to check whether the contractual product is suitable for the contractual partner's intended use.

7.11 The rectification of a 'defect' claimed by the contractual partner does not constitute an acknowledgement of the alleged defect.

If claims of defects prove to be unfounded, MPT shall be reasonably compensated for the expenses incurred in determining that there are no defects or in rectifying the defects. At least two attempts to rectify the defects shall be granted.

8. Liability

8.1 MPT shall only be liable for property damage or financial loss culpably caused to the contractual partner or a third party in cases of intent and gross negligence; in consumer transactions, liability shall also apply in cases of simple gross negligence. Otherwise, any liability for damages on any legal grounds, including delay, impossibility, poor performance, tortious liability, etc., is excluded. The existence of gross negligence or intentional damage must be proven by the injured party. In cases of slight and – in the case of business transactions – simple gross negligence, claims for damages of any kind are excluded, except for damage to a person, atypical damage and – only in the case of consumer transactions – damage to an item that has been accepted for processing. This also applies to materials and

components of any kind provided by the contractual partner. Any liability that may exist due to mandatory legal provisions shall in any case be limited in amount to the amount that is foreseeable at the time of conclusion of the contract, taking into account all circumstances known or culpably unknown to MPT, but not exceeding the respective net invoice amount of the goods ordered in connection with the respective individual order. Every order accepted is accepted subject to this limitation of liability.

8.2 Compensation for consequential damage and financial loss, unrealised savings, lost profits, interest losses and damage or claims by third parties is excluded in all cases to the extent permitted by law. Insofar as MPT's liability is excluded or limited, this also applies to the personal liability of its employees, staff, shareholders, representatives and vicarious agents.

8.3 Unless otherwise agreed, no liability whatsoever shall be assumed for the infringement of third-party industrial property rights (patent rights, copyrights, trademark rights, copyrights, design rights, etc.). If third parties allege an infringement of industrial property rights by MPT, MPT must be notified immediately and comprehensively. The contractual partner shall be liable for ensuring that the manufacturer's restrictions on use and instructions relating to the delivered goods are strictly observed and undertakes to indemnify and hold MPT harmless in this regard. The goods offer only the safety that can be expected on the basis of approval regulations, operating instructions, regulations of the supplier regarding the handling of the delivery item (operating instructions) – in particular with regard to the prescribed inspections – and other information provided. Any obligation to pay compensation for property damage and personal injury resulting from the Product Liability Act, as well as product liability claims that may be derived from other provisions, is excluded.

8.4 MPT shall not be liable for any damages incurred by the contracting partner due to the failure of a system (machine, device, apparatus, etc.), regardless of the form in which such damages arise. MPT's liability is limited solely to execution in accordance with the agreement and conditions. MPT shall not be liable for damage occurring to a part provided by the contracting partner for processing in the course of such work, except in cases of gross negligence or intent. If the order consists of the manufacture of an individual product based on specifications, drawings, models, or other instructions provided by the contracting partner, MPT's warranty and liability shall be limited exclusively to proper execution in accordance with the contract (manufacturing quality). As a contract manufacturing company without its own research and development department, MPT is under no obligation to examine the instructions given by the client, the technical drawings and specifications supplied, or the descriptions and qualifications of the raw materials and components to be used, for their suitability for the intended purpose of the contractual product. Raw materials and other materials supplied by the contracting partner will only be inspected for obvious defects and quantity.

8.5 All limitations of liability shall also apply to other services. Other services include all services rendered outside the scope of warranty, in particular maintenance and repair work as well as services provided on the basis of follow-up orders.

8.6 The limitation period for asserting liability claims is six months (this provision does not apply to consumer transactions).

8.7 In the event that the contracting partner breaches any of the obligations set out in Section 7. Warranty or in this Section 8. Liability, claims for damages and warranty claims shall be excluded.

8.8 During assembly and repair work, damage to existing property may occur as a result of unforeseeable circumstances or material defects. MPT shall only be liable for such damage if it was caused by fault. In the case of anodized and coated materials, variations in color shades cannot be ruled out.

8.9 MPT is entitled to engage subcontractors (e.g., for heat treatment).

9. Obligations of the Contracting Partner

9.1 MPT's obligation to perform shall commence no earlier than at the time when the contracting partner has created all technical and legal prerequisites necessary for performance, which must be provided by the contracting partner or which they must be aware of based on their own expertise or experience. If the contracting partner fails to fulfill this obligation, MPT's liability and warranty – insofar as the defect is attributable to incorrect or incomplete information provided by the contracting partner – shall be excluded. If the contracting partner fulfills this obligation belatedly, they shall not be entitled to assert claims based on delay in performance.

9.2 Unless otherwise agreed in writing, the contracting partner shall deliver the material to be processed or treated to MPT in due time and free of charge. The agreed delivery dates are fixed deadlines within the meaning of § 376 UGB. Materials and components supplied by the contracting partner shall, from the beginning of processing, be deemed integral components of the contractual object and shall remain the property of MPT until full payment of the remuneration. If the contracting partner provides machines/equipment for the execution of the order, they shall be liable for ensuring that these comply with the relevant safety regulations and that the necessary documentation is available. MPT shall not be obliged to examine materials and components, equipment, machines, plans, etc. supplied by the contracting partner (no duty to inspect or warn). Such examination must be separately commissioned and appropriately remunerated. No responsibility is assumed for loss of or damage to drawings, models, plans, other aids, equipment, machines, components, etc. provided; insurance for such items will only be taken out upon express instruction and at the expense of the contracting partner.

9.3 Goods reported as ready for dispatch must be called off by the contracting partner without delay; otherwise, MPT shall be entitled, at its own discretion, either to ship or deliver the goods to the contracting partner at the contracting partner's risk and expense, or to store them.

9.4 A delivery note must be enclosed with the workpieces handed over to MPT, containing at least the following information:

- a) Quantity, type of parts, net weight;
- b) Information on the material used (type and quality of material, material number, analysis) and the desired heat treatment process according to Austrian Standards (Ö-NORM), DIN, or ISO standards;

- c) Information on the expected tensile strength and/or the expected hardness of the material;
- d) For hardness values, the indication of the testing method and testing body as well as the permissible tolerance;
- e) In the case of surface heat treatment processes, information on the desired hardening depth, taking into account any subsequent mechanical processing (not related to diameter);
- f) Information on mechanical and thermal pre- and post-treatment as well as the intended operating conditions of the finished workpiece, insofar as these are relevant for heat treatment;
- g) In the case of partial heat treatments, clearly defined specifications of the surfaces to be treated or corresponding drawings;
- h) Safety parts must be explicitly defined as such in writing prior to order placement.

If this information is missing, incomplete, or cannot be executed with MPT's heat treatment facilities, MPT shall be entitled either to refuse execution of the order or to carry out heat treatment at its own discretion and at the contracting partner's risk, for the results of which it assumes no liability; in such cases, warranty and damage claims are excluded. Information provided not on the delivery note, but in separate correspondence or verbally, cannot be considered for operational reasons. The processed workpiece will be subjected to random sample testing before leaving the company. Any further inspection shall only be carried out on the basis of a special written agreement and against reimbursement of additional costs. This outgoing inspection by MPT does not release the contracting partner from its obligation to carry out incoming inspection.

10. Contract Termination

10.1 MPT may withdraw from contract manufacturing by written declaration if there is good cause. Good cause shall exist in particular if there is a justified suspicion that the contracting partner's payment of remuneration is at risk; if the contracting partner fails to fulfill material obligations arising from the contractual relationship; if enforcement proceedings are initiated against the contracting partner, insolvency proceedings are opened, the opening of such proceedings is rejected for lack of assets, or if the contracting partner is unable to provide duly requested security; in the event of destruction, theft, or loss of the contractual product and/or essential 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 termination of the contract, they shall be obliged to pay MPT, within 8 (eight) days, a lump-sum compensation in the amount of 25% of the agreed total contract value. Any damage exceeding this amount may be claimed separately by MPT.

11. Cancellation Fee - Repentance Money

If, except in the case of a justified withdrawal from the contract by the contracting partner, the execution of the commissioned services is wholly or partially omitted at the request of the contracting partner, MPT shall be compensated for all disadvantages arising therefrom, including lost profit; a deviating mutual agreement is possible. Under no circumstances shall MPT be obliged to release the production equipment, regardless of the reason for the termination of the contractual relationship. The production equipment shall remain the property of MPT.

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

12.1 Unless expressly agreed otherwise, rights of use shall not pass to the contracting partner until full payment, including any interest and costs, has been made, and only to the extent required for the ordinary use of the work. Design documents, including plans, sketches and other drawings, calculations, electronic data, printouts of electronic data, and other documentation, shall remain the intellectual property and, in general, the property of MPT, and may only be used with MPT's express written consent and in connection with the goods supplied by MPT. All production equipment shall remain the property of MPT.

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

Any use, in particular disclosure, duplication, publication, or provision, even in part, requires MPT's express written consent. All documents as well as items received by the contracting partner that are not included in the scope of performance and thus not owed, must be returned upon request and in any case immediately upon non-award of a contract or termination of the business relationship. The contracting partner acknowledges that for each violation of this provision a contractual penalty in the amount of five times the total contract value has been agreed, which, in the case of a business transaction, applies irrespective of fault. Damages exceeding the contractual penalty shall also be compensated.

12.3 Any costs incurred by MPT in connection with the protection of its rights shall be fully reimbursed by the contracting partner.

12.4 If manufacturing and deliveries are carried out according to plans, drawings, models, analytical or other specifications of the contracting partner, and this results in the infringement of third-party rights, in particular intellectual property rights (patent, trademark, design rights, etc.), the contracting partner shall immediately indemnify MPT against any claims by the third party and reimburse MPT for costs of defense, etc., upon first request. In such cases, MPT shall be entitled to demand the immediate provision of an abstract bank guarantee in at least the amount claimed by the third party plus 10%, as well as the advance payment of reasonable legal costs. If a third party asserts intellectual property rights (not manifestly without basis), MPT shall be entitled to suspend production of the delivered item at the contracting partner's risk until the question of the alleged infringement is resolved, and to invoice the costs incurred up to that point in reasonable proportion to the total contract value.

12.5 The contracting partner is obliged to loyalty toward MPT and shall therefore refrain, during the term of the contractual relationship and for 12 months following its termination, from directly or indirectly soliciting or employing, through third parties, any

employees or contract/subcontractors of MPT who are or were involved in the execution of an order. In the event of a breach of this obligation, a contractual penalty of EUR 100,000 shall apply regardless of fault. Any damage exceeding the contractual penalty, in particular lost profit, shall also be compensated.

12.6 MPT is entitled to process entrusted data (including personal data) in connection with the performance of the order itself or through any third parties used for the provision of services. MPT undertakes to maintain data confidentiality in accordance with the Austrian Data Protection Act 2018; materials provided to MPT (data carriers, data, control numbers, analyses, programs, etc.) shall be returned to the contracting partner upon completion of the work, if requested. The contracting partner consents to the automated processing, storage, and transmission of all data provided to MPT from their sphere. MPT undertakes to maintain confidentiality regarding all information received during the execution of orders concerning business and trade secrets, as well as business partners of the contracting partner, even after the end of the contract, and not to exploit such information; furthermore, MPT shall impose these obligations on any third parties used to perform the order. Release from this obligation by the contracting partner is possible; however, any statutory obligation to provide information shall take precedence over this confidentiality obligation. MPT shall, however, be granted the right, free of charge, to mention the results of its services for the contracting partner for self-promotion purposes and to publish excerpts in all media (e.g., websites, catalogs, brochures, press, promotional videos).

13. Miscellaneous

13.1 If the contracting partner is not considered an entrepreneur within the meaning of the Austrian Consumer Protection Act, all contractual clauses that cannot be validly agreed with consumers shall not apply; such clauses shall be replaced by provisions that most closely correspond economically to the provisions valid for entrepreneurs and are permitted. Should individual provisions of these general terms and conditions be or become invalid, this shall not affect the remaining content of the general terms and conditions. In place of the invalid provision, a provision shall apply that most closely approximates the economic purpose of the invalid provision. Errors, typographical mistakes, and amendments are reserved.

13.2 Side agreements, subsequent changes, and/or additions to the order must be in writing (email and confirmation email) to be valid. In the absence of a specific form requirement, written form is also deemed satisfied by fax with fax confirmation or email with confirmation email.

13.3 The place of performance for all obligations arising from the legal transaction (contract for work; purchase contract), including any claim arising from withdrawal, is the business location of MPT. The court with subject-matter jurisdiction in Klagenfurt shall have local jurisdiction for all disputes arising from this contract. However, MPT shall also be entitled to bring claims at the general place of jurisdiction of the contracting partner. Austrian substantive law shall apply, regardless of the country in which the order is executed. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The contract language and the language of contract execution is German.