

STANDARD TERMS AND CONDITIONS OF SALE and SUPPLY

of

Octogon GmbH

as of October 2023

A) SCOPE OF APPLICATION

1. The present Terms and Conditions of Sale and Supply (in short: Terms and Conditions) shall govern the legal relationship between us, Octogon GmbH, as contractor / service provider on the one hand and our clients on the other hand and shall apply to any form of order placement (e.g. purchase contract, contract for work and services, contract for work and materials, consulting contract).
2. Our supplies, services and offers are made exclusively on the basis of these Terms and Conditions. These Terms and Conditions shall also apply to all future business relations, even if they are not expressly referred to again before each individual business transaction. Deviations from these Terms and Conditions shall only be effective if they are confirmed by us in writing.
3. Any terms and conditions of business, purchase and acceptance of the client shall not take precedence over these Terms and Conditions and shall only be binding on us if we have expressly recognised them in writing in each individual business transaction. In particular, we shall not be obliged to object to any terms and conditions used by the client that conflict with these Terms and Conditions. Failure on our part to object, or our performance of the supply or service shall in no way constitute approval or acceptance, even if we are aware of terms and conditions of the client that conflict with or deviate from our Terms and Conditions. Any reference on our part to the client's documents shall not constitute recognition of the client's terms and conditions or regulations. If the client first becomes aware of the existence or wording of our Terms and Conditions in the context of our commercial letter of confirmation or our order confirmation, they shall be recognised in full by the uncontradicted acceptance of the letter of confirmation or the order confirmation.

B) OFFER AND CONCLUSION OF CONTRACT

1. Our offers shall be subject to change. In particular, the information on services and products contained in our catalogues, price lists, brochures, information material, leaflets, in the online shop, on our website, advertisements on trade fair stands, circulars, advertising mailings or other media shall be without obligation.
2. The information contained in our brochures, catalogues or similar documents, in the online shop, on our website and in our offer, in particular illustrations, digital colour reproductions, drawings, descriptions, dimensions, weight, performance and consumption data, delivery periods and information regarding the usability of our products are only approximate, unless this information has been expressly

designated as binding. A warranty of the properties of our services shall require prior written agreement.

3. Contracts and any other agreements shall only become binding upon our written confirmation. With regard to validity as written confirmation, electronic correspondence shall be deemed equivalent to correspondence by post.
4. Orders which deviate in their wording from the offers submitted by us in any respect shall not be binding except with our express written confirmation.
5. Typing mistakes or calculation errors shall entitle us to withdraw from the contract if the client refuses an adjustment. In this case, claims for compensation by the client shall be excluded.

C) DELIVERY TIME

1. The delivery periods and delivery dates shall always be only approximate, unless they have been expressly agreed in writing as fixed dates.
2. The delivery periods shall commence at the earliest on the date of our order confirmation, but not before the order has been fully clarified, in particular not before all necessary documents to be provided by the client have been provided and any advance payment agreements have been fulfilled. The same shall apply to delivery dates.

Delivery periods and delivery dates shall be ex-works. If the goods cannot be collected or dispatched on time through no fault of our own, delivery periods and delivery dates shall be deemed to have been met upon notification of readiness for dispatch.

In the event that a fixed date has been agreed, collection must take place at this time, otherwise within 5 working days of receipt of our notification of readiness for collection. If the client does not fulfil its obligation, it shall be in default of acceptance without the need for a reminder.

3. Unless otherwise stipulated in individual contracts, we shall have a period of at least 8 weeks for the initial provision of our deliveries and services. Even after the delivery period has been exceeded, the client shall remain obliged to accept and pay for the processed goods.
4. If delivery is delayed due to circumstances beyond our control (including, in particular, if one of our suppliers is in default with its delivery to us), the client shall nevertheless make the agreed payment at the time at which it would have been due if delivery had been made on time, and shall reimburse us for all costs incurred in connection with the delay. The client shall not be entitled in any event to any claims for compensation (of whatever kind) against us.
5. We shall not be in default of delivery if the client is in default of payment. In this case, we shall be released from any obligation to perform until fulfilment of the payment obligations.
6. We shall not be responsible for delays in delivery and cost increases caused by incorrect, incomplete or subsequently changed details and information or documents provided and such cannot lead to default on our part. Any resulting additional costs shall be borne by the client. Postponements of deadlines for which the client is responsible shall require a new time schedule to be drawn up by us.

7. In the event of postponements for which the client is responsible, we shall also have the option of requesting the client in writing, setting a grace period of 8 days, to fulfil its obligation to cooperate to the agreed extent, failing which we may withdraw from the contract without setting any further grace period and shall be entitled to invoice the client for the services rendered to date on a time-and-material basis, plus the loss of profit in each case. The client shall not be entitled to assert counterclaims during this period.

In the event that we declare cancellation of the contract in accordance with this provision and invoice our production costs incurred up to that point or the expenses for the services rendered to date, including the lost profit, the client shall be entitled to the parts of the goods that have already been (partially) completed or processed. The aforesaid shall not affect the provisions made under Section K) of these Terms and Conditions.

8. The client shall not be entitled to assert any claims against us arising from a delay in delivery, even if we are at fault for the delay.
9. We shall be entitled to make partial deliveries, which the client shall be obliged to accept.
10. In the event that the execution of the order or delivery is delayed, hindered, made unreasonable or impossible due to force majeure, we shall be entitled to postpone the delivery date or withdraw from the contract in part or in full. In such cases, the client shall have no claims for compensation against us. In the event of partial or complete cancellation of the contract by us, we shall be entitled to pro-rata remuneration in accordance with the performance rendered to date. Alternatively, we shall be entitled to invoice the performance rendered to date on a time-and-material basis. In this case, the client shall be entitled to any parts of the goods that have already been (partially) completed or processed.

Force majeure shall be deemed to be any unforeseeable events or such events which, even if they were foreseeable, are beyond our control or the client's control and whose effect on the performance of the contract cannot be prevented by reasonable efforts.

Force majeure shall in particular include strikes, lockouts, lack of means of transport, official interventions, embargoes, any kind of sanctions (especially economic and political), energy supply difficulties, epidemics, pandemics or other circumstances (of whatever kind) that make delivery or performance significantly more difficult or even impossible for us, regardless of whether they occur at our premises or those of one of our subcontractors.

D) DELIVERY AND TRANSFER OF RISK

1. Deliveries shall be made ex-works (EXW according to Incoterms 2000) at the client's expense and risk, unless expressly agreed otherwise in writing.
2. The risk of damage, destruction or deterioration of the purchase or delivery items shall pass to the client as follows:
- a) If "ex works" is agreed, as soon as the goods are ready for collection at our factory in Leoben;

- b) If "free carrier" is agreed, as soon as the goods have been handed over to the person carrying out the transport for loading;

- c) If "carriage paid" is agreed, as soon as the goods have been handed over to the person carrying out the transport for loading;

3. In the event of loss or damage during transport, the recipient shall be responsible for lodging a complaint with the carrier or forwarding agent.

4. The client shall be obliged to immediately accept the goods sent or made available for collection in accordance with the contract. If dispatch is delayed at the client's request or for reasons within the client's sphere of responsibility, the risk shall pass to the client upon notification of readiness for dispatch.

5. We shall be entitled to store the goods ourselves or to store them with a forwarding agent at the client's expense and risk in the event of default of acceptance or in the event of impossibility of delivery due to force majeure.

6. The following shall also apply to the export of goods and merchandise and the provision of technical services:

Insofar as the export of goods and merchandise ordered from us or the provision of technical services by us is subject to the existence of an official authorisation (of whatever kind), the client undertakes to ensure that all authorisations are granted in good time to the extent necessary for the export of the goods and merchandise or the provision of the technical services. We shall be entitled, but not obliged, to refuse (further) performance of the order until proof is provided of the existence of all necessary permits. All damages, expenses and liabilities (of any kind whatsoever) incurred by us as a result of non-issuance, non-existence or untimely proof of the existence of all necessary authorisations shall be borne by the client and reimbursed to us.

7. The following shall also apply to the provision of services:

The client shall be obliged to co-operate to the best of its ability in our provision of the service and shall undertake or take all necessary steps to ensure that we can provide our service in accordance with the contract. Delays or failure to perform the service as well as all associated consequences, expenses and liabilities due to the client's failure to provide sufficient co-operation and support shall be borne exclusively by the client.

E) PRICES

1. The prices stated in our quotations shall apply subject to the proviso that the order data on which the quotation was based remain unchanged.

The prices specified in our order confirmations shall apply. Value added tax at the rate imposed by law shall be added to the prices including all ancillary costs.

The prices quoted by us shall be ex-warehouse or ex-works. They shall not include freight, postage, insurance, customs duties and other packaging, transport and shipping costs. Transport insurance will only be taken out at the client's express request. With regard to ancillary costs, we shall be free to choose whether to charge the

appropriate costs in the case in question or a flat rate for ancillary costs.

2. The client shall be obliged to dispose of the packaging supplied by us at its own expense. There shall only be an obligation to take back the packaging material if expressly agreed in writing.
3. Increases in the freight and customs rates valid at the time of the conclusion of the transaction and the introduction of new charges shall entitle us to increase the agreed sales price pro rata without the client being entitled to declare cancellation on this ground. We shall also be entitled to effect price increases due to increases in freight and customs rates or the introduction of new levies if there is a delay in delivery and the corresponding increase in freight, customs rates and levies occurs after the originally agreed delivery date.
4. Price quotations and cost estimates on our part shall as a matter of principle be without obligation, unless their binding nature has been expressly confirmed in writing.
5. If delivery takes place more than 1 month after conclusion of the contract, the prices valid on the day of dispatch shall be invoiced.
6. If our offer (quotation) is exceeded as a result of changes to the offer on the part of the client, the client shall be deemed to have approved such changes even without notification from us. The client shall waive its right of cancellation in such cases.
7. Should (purchase) prices to be paid by us or the costs to be borne by us change – in particular due to collective wage agreement provisions, internal company wage agreements or other circumstances relevant to the calculation or the means necessary for the provision of services, e.g. for material, energy, transport, external work, financing – we shall be entitled to increase the prices accordingly at any time. We shall in any event be entitled to pass on to our client any increases in costs, prices and wages etc. passed on to us by our suppliers and producers.

F) DISCOUNT CHARGE-BACK

Discounts on our list prices and cash discounts shall only be granted on condition that the agreed remuneration is paid in full and on time. If the agreed remuneration is not paid in full – in particular due to the opening of insolvency proceedings against the client's assets – we shall be entitled to charge our list prices.

G) TERMS OF PAYMENT

1. The remuneration shall be due for payment immediately upon receipt of the invoice without deduction, but in any case within 30 days of the transfer of risk at the latest. Payment shall only be deemed to have been made when we can dispose of the amount without restriction.
2. Bills of exchange and cheques shall only be accepted by special agreement and on account of payment provided that the bank has confirmed acceptance. Refinancing costs and expenses shall be borne by the client and must be paid immediately by the client. We shall only assume liability for the timely presentation, protest, notification and return of the bill of exchange if dishonoured in the event of

intent or gross negligence on our part or on the part of our vicarious agents.

In the case of bills of exchange, cheques or transfers, the date on which the bank credits the amount to our benefit shall be decisive.

3. If the client refuses to collect the goods despite notification of readiness for dispatch or to accept, full payment of the invoice amount shall nevertheless be made no later than 30 days after notification of readiness for dispatch or delivery.
4. A right of retention on the part of the client, in particular based on the defence of non-performance of the contract due to alleged defects, is expressly excluded. Nor shall the client be entitled to set off any claims whatsoever, with the exception of claims recognised by us or already enforceable.

H) DEFAULT OF PAYMENT

1. In the event of default in payment, we shall be entitled, in accordance with Sec. 456 UGB (Austrian Commercial Code), to charge annual interest at a rate of 9.2 % above the base interest rate of the Austrian National Bank at the time as of the preceding 30 June or 31 December.

This shall not exclude the assertion of further damages caused by default. The client shall be liable to us for such further damages, including in particular for interest losses due to late fulfilment of the payment obligation.

2. If we assert outstanding claims ourselves, the client undertakes to pay an amount of EUR 40.00 for each reminder issued, irrespective of the actual effort involved. Sec. 1333 para. 2 ABGB (Austrian General Civil Code) shall apply to the reimbursement of collection costs exceeding this lump sum.
3. In addition, all claims shall become due immediately if the terms of payment are not complied with or circumstances become known which, in our opinion, are likely to reduce creditworthiness. In this case, we shall be entitled to perform outstanding services only against advance payment or to withdraw from the contract after the unsuccessful expiry of a reasonable deadline set by means of a reminder.
4. In the event of default in payment, we shall be entitled to declare cancellation not only with regard to the contract in question, but also with regard to other transactions not yet completed or with regard to subsequent deliveries.

Furthermore, we shall be entitled to withhold goods not yet delivered and to cease further work on current orders if the pro rata payments are not received. We shall also be entitled to demand the return from the client of goods that have already been delivered but not paid for, and to collect them at the client's expense. The client shall be obliged grant us any access necessary to exercise the right of recovery.

5. If the client's financial situation deteriorates significantly, if insolvency proceedings are opened with respect to the client's assets or if the opening of such proceedings is imminent, if insolvency proceedings are not opened due to a lack of assets to cover costs, or if we receive information which is likely to cast doubt on the client's ability or willingness to pay, we shall be entitled to declare all claims

against the client due and payable immediately at any time. If a method of payment other than cash payment has been agreed, we shall also be entitled to demand cash payment.

This provision shall not affect our right to cancel the contract in accordance with Section P) of these Terms and Conditions.

I) PROVISION OF COLLATERAL

Even if the provision of securities was not agreed upon conclusion of the contract, we shall be entitled to demand collateral for the fulfilment of the payment obligation prior to dispatch and to withdraw from the contract in the event of refusal.

J) TECHNICAL SPECIFICATIONS AND DOCUMENTS

1. Our illustrations, drawings, blueprints, dimensional and weight specifications as well as colour specifications and samples on our website, in catalogues, advertising material, offers, etc. are only approximate and are subject to change.
2. All documents provided contain know-how, ideas and development services from us and our sub-suppliers. We retain the intellectual property and all material property rights to these documents. The client shall only be granted a user right to the extent absolutely necessary for the operation and maintenance of the contractual goods. This user right shall expire when the contractual goods are taken out of service.
3. No documents and information may be copied, analysed, reproduced or made accessible to third parties in any way, either in whole or in part, without our permission. Details contained therein are also subject to the statutory protection provisions.

K) RETENTION OF TITLE

1. All goods supplied by us shall remain our property until complete fulfilment of all financial obligations towards us, including interest and costs.
2. We shall retain ownership even if the shipment is firmly connected, mixed or installed with the client's property.

The client shall be obliged to take all measures at its own expense to make our ownership of the shipment recognisable to any party in accordance with the statutory publicity requirements in effect at the time or, in the event of an attempted claim by third parties, to expressly refer to our ownership rights.

3. If parts or goods delivered by us have become a dependent part of the client's property through combination with its property, the client shall be obliged, in the event that it does not settle all its liabilities to us on time, to tolerate the removal of all parts or goods at its risk and expense and to bear all costs incurred as a result of or in connection with the removal until they arrive at the relevant factory premises to be designated by us. The client recognises our ownership of such removed items.
4. As long as the retention of title shall apply, any sale, pledging, transfer by way of security and leasing or other transfer of the goods supplied by us shall not be permitted without our written consent.

5. Products manufactured from our goods supplied under retention of title may only be resold by the client subject to our retention of title to the goods and the proceeds. If the new product is sold, there shall be a corresponding co-ownership of the proceeds of the sale, which the client shall receive from the third party as our trustee.

6. In the event of seizure by third parties of the parts and goods supplied by us and still subject to retention of title, the client shall be obliged to inform us immediately of the name of the pursuing party, the amount of the claim, the intervening court, the file number and, if applicable, the date of the auction. In addition, the client shall be obliged to inform us of any extraordinary reduction in the value of the goods supplied under retention of title.

7. If a law other than Austrian law is agreed with the client or if a law other than Austrian law applies for other reasons, and if the retention of title is not effective according to the provisions thereof, the securities possible under the other law shall be deemed to have been agreed. If the co-operation of the client is required in this respect, the client shall be obliged to take all measures necessary to establish and maintain such rights.

L) WARRANTY

We provide a warranty for any defects in the goods delivered or services rendered by us in accordance with the following provisions:

1. The warranty period shall begin with the dispatch or collection of the goods. If the client is in default of acceptance, the warranty period shall commence upon notification of readiness for dispatch.
2. The warranty period shall end after 6 months.
3. The warranty obligation shall only apply to defects which are notified in writing without delay, but at the latest within a period of 3 working days from the time they become recognisable to the client, stating the possible causes at the same time. If the client fails to give notice of defects in due time, it shall no longer be entitled to assert the claims referred to in Sec. 377 para. 2 UGB (Austrian Commercial Code). In order to be able to claim against our warranty obligation, the client must provide proof that an alleged defect is one for which we are responsible and that it was already present at the time of handover. The applicability of the legal presumption of Sec. 924 ABGB (Austrian General Civil Code) is expressly excluded. Further limitations of liability in these Terms and Conditions remain unaffected.
4. Our warranty liability shall only apply for defects that occur when the intended operating conditions are complied with, the care instructions and the specified maintenance and service intervals are observed, and under normal use. In particular, it shall not apply to defects that are due to reasons for which the client or third parties are responsible.
5. The warranty is also excluded if the delivered goods are handled or used improperly and in particular if relevant instructions and regulations provided by us are not observed.
If the quantity and weight of our delivery deviate by 10% or less from the order, this shall not constitute a defect. Our incoming or outgoing weighing shall alone be decisive for this.

6. If repair or replacement is impossible or would involve a disproportionately high effort for us or if we cannot fulfil the request for replacement or repair or cannot do so within a reasonable period of time, we shall have the right, at our discretion, either to cancel the contract in its entirety or to grant the client a reasonable price reduction.
7. The warranty obligation shall lapse if the client makes unauthorised changes of whatever kind to the item supplied without our prior written consent.
8. The warranty shall apply exclusively to goods supplied by us. We shall only be liable for goods that we have purchased from subcontractors to the extent that we are entitled to warranty claims against the subcontractors.
9. If we are obliged to rectify defects, we shall be entitled to replace the defective goods or their defective part, rectify the defect on site during normal working hours or have the defective goods or their defective part sent to us for rectification. We shall be granted the necessary time for the inspection of the defects and for the repair or the delivery of replacement parts.

Furthermore, the client shall be obliged to allow us at least two attempts to rectify the defect if necessary.

The client shall bear the costs and risk for the transport to us of the defective goods or parts; we shall bear the costs and risk for the return transport. If the defects are rectified on site, the client shall bear all costs and expenses incurred in connection therewith, in particular officially prescribed and sovereign fees, other expenses as well as our travel and any overnight accommodation costs, and shall also be obliged to take all necessary organisational measures and precautions at its own risk and expense in order to enable us to carry out the work on the rectification of the defect without friction.

10. The warranty period shall not be extended following the rectification of defects or replacement.
11. We shall only be liable for the rectification of defects by the client itself or by third parties if we have given our written consent to this.
12. We shall in any case be released from any warranty obligation as long as the client has not settled our outstanding claims in full.
13. Warranty claims shall not entitle the client to withhold agreed payments.
14. From the beginning of the warranty period, we shall not assume any further liability than that specified above, including for defects whose cause lies before the transfer of risk.
15. If a genuine guarantee commitment is made, the above provisions shall apply mutatis mutandis. Repairs under guarantee shall only be acknowledged after prior consultation with our guarantee department and subsequent written confirmation.

M) LIABILITY

1. With the exception of personal injury, we shall only be liable to the client in the event of blatant gross negligence or

intent, whereby claims for damages shall in any case be limited to the mere remedying of the damage and to the value of the order total. Under no circumstances shall we be liable for other damage of any kind whatsoever, such as damage to goods that are not the subject of the contract, for lost profit, for consequential losses caused by defects or for losses caused by interruption of production and prevention of operations. The reversal of the burden of proof in accordance with Sec. 1298 ABGB (Austrian General Civil Code) is excluded. The client shall be obliged to provide evidence that we are guilty of gross negligence or intent.

Our liability for vicarious agents and assistants is limited to the careful selection thereof. If we should – for whatever reason – be liable beyond this in individual cases, the limitations of liability stated in the previous paragraph shall also apply to the same extent to our vicarious agents and agents.

2. All claims for compensation shall become time-barred at the latest one year after delivery or provision of the service.
3. We shall not be liable under any circumstances for damage to workpieces provided.
4. Liability for compensation for claims resulting from the Product Liability Act due to damage to property, and product liability claims that can be derived from other provisions are excluded.
5. In those cases in which cover is provided by our business liability insurance, any liability for compensation shall be limited to the amount of cover available under our business liability insurance. This shall not affect the aforementioned limitations of liability.

N) CHANGE OF CIRCUMSTANCES

If the circumstances under which a contract was concluded have changed so significantly that it can be reasonably assumed that the contract would not have been concluded at all or only on different terms under the changed circumstances, and if the change in circumstances could not have been foreseen at the time of the conclusion of the contract even if the caution of a prudent businessman had been applied, we shall be entitled, depending on the nature of the case, to withdraw from the contract or to demand an amendment to the contractual provisions to take account of the changed circumstances.

O) WITHDRAWAL BY THE CLIENT / COMPENSATION

1. If the client – for whatever reason – declares its withdrawal from the contract, we shall be at liberty to accept this withdrawal in return for payment of a penalty or to refuse the withdrawal.
2. In the event of the acceptance of the withdrawal, the penalty shall amount to
 - a) for marketable goods: 10% of the sales price;
 - b) for non-marketable goods or other services, and for customised products: 10% of the sales price or agreed remuneration plus the production costs incurred up to the acceptance of the withdrawal, whereby the client shall be entitled to the parts of the goods that have already been (partially) completed or processed.

P) PREMATURE CANCELLATION OF THE CONTRACT

1. We shall be entitled to cancel all contracts with the client prematurely at any time without notice for good cause.
2. Good cause for premature cancellation shall in particular be if
 - a) an application to open insolvency proceedings against the client's assets is rejected for lack of assets to cover the costs or if we receive information which is likely to cast doubt on the client's ability or willingness to pay (Sec 25b IO (Austrian Insolvency Regulation) shall remain unaffected by this provision);
 - b) the client has not settled outstanding claims due despite a reminder;
 - c) the client fails to fulfil its obligation to provide the documents necessary for the performance of the order or other obligations to cooperate despite being requested to do so.

4. If contractual agreements are made between us and the client outside these Terms and Conditions and these are in conflict with the provisions of these Terms and Conditions, it is agreed that the provisions in the contractual agreements outside these Terms and Conditions shall only take precedence if it has been expressly agreed in writing that the corresponding provisions of these present Terms and Conditions are subordinate.
5. The contracting parties undertake to treat all commercial and technical details that become known to them through this business relationship as business secrets, unless they are already generally known.
6. The client agrees that we may store the data received from the business relationship in accordance with the Data Protection Act and use it for our own business purposes.

Q) PLACE OF PERFORMANCE AND JURISDICTION

1. Unless otherwise agreed, the place of performance for delivery and payment shall be the registered office of Octogon GmbH in 8700 Leoben.
2. The legal venue for legal disputes concerning the existence or non-existence of a contractual relationship subject to these Terms and Conditions or for disputes arising from such contractual relationships shall be exclusively the court with material jurisdiction for 8700 Leoben for actions brought by the client and, for actions brought by us, either the court with material jurisdiction for 8700 Leoben or the client's general place of jurisdiction.
3. Unless otherwise agreed, Austrian law shall apply, but with the exclusion of the conflict of law rules. This shall also apply to the question of the conclusion of the contract. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

R) GENERAL PROVISIONS

1. Any departures from these Terms and Conditions shall be invalid unless made in writing. This shall also apply to any waiver of the requirement of the written form. Oral collateral agreements shall be of no legal validity.
2. Should individual provisions of these Terms and Conditions be invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. In such a case, the contracting parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that comes closest to the commercially intended purpose of the wholly or partially invalid or unenforceable provision within the framework of the entire contract.
3. In the event that a gap subsequently becomes apparent, the provision that corresponds to what would have been agreed in accordance with the meaning and purpose of the present Terms and Conditions if consideration had been given from the outset to the solution of the issues not regulated in the contract shall be deemed to have been agreed.