

General Terms and Conditions of Purchase



PREAMBLE

In those business cases in which INSORT GmbH (hereinafter referred to in brief as INSORT) is involved as a purchaser in relation to a natural or legal person (hereinafter referred to in brief as: Supplier) in connection with work, goods or services against payment, the present General Terms and Conditions of Purchase (hereinafter referred to in brief as: GTC) shall apply.

I. ORDER PLACEMENT AND ORDERING

- All INSORT orders are placed exclusively on the basis of these General Terms and Conditions, which thus form an integral part of every contract between INSORT and a supplier.
- Terms and conditions deviating from these GTC are only legally binding for INSORT if they are accepted in writing by INSORT.
- Any conditions of sale of the supplier shall not take precedence over these GTC unless expressly agreed otherwise in writing. In particular, INSORT is not obliged to object to any terms and conditions used by the supplier that contradict these GTC. Failure to object does not in any way imply consent or recognition. A reference of INSORT to offer documents of the supplier does not signify an acceptance of their conditions or regulations.
- Orders are only legally binding for INSORT if they are made out on the order forms of INSORT and duly signed. Verbal, telephone or e-mail advance orders as well as verbal agreements and changes shall only be valid if confirmed by us in writing.
- Enquiries from INSORT are always non-binding and in particular do not obligate INSORT to pay a fee on whatever grounds. No remuneration shall be granted for the preparation of offers etc..
- Quotations from the supplier must include: price, price unit, currency, delivery date, quantity, unit of measure, delivery location. With the submission of an offer, the supplier is liable for ensuring that all prerequisites for the fulfilment of the service offered are met.
- If INSORT has not provided a price specification before the order, the order is subject to our subsequent price agreement.
- Complete or partial transfer of our orders to third parties requires our express prior written consent.
- The supplier is also liable for compliance with these General Purchase Conditions by its subcontractors.
- Deliveries and/or services which are carried out without a written order or with an arbitrary deviation from the contract shall only be remunerated if we subsequently expressly acknowledge them. At the request of INSORT, such deliveries and/or services are to be reversed within a reasonable period of time, otherwise this can be done by INSORT at the expense of the supplier.
- If, within the framework of the order, the intended use or the detailed circumstances of use of the product to be delivered or the service to be rendered are stated, these details shall become an integral part of the contract. The supplier assumes liability for the goods delivered or services rendered being suitable and usable for the stated purpose.
- The supplier is obliged to inform INSORT duly about changes of materials, manufacturing processes and supplier parts. INSORT expressly reserves the right to approve such changes. At the request of INSORT, the supplier must prove at their own expense the equivalence of the substances, materials or processes used as a substitute. Unauthorised modification is expressly prohibited. If it is nevertheless carried out, the supplier shall be liable for all disadvantages resulting thereof to an unlimited extent.

II. ORDER CONFIRMATION

- INSORT orders must be signed by the supplier and returned to INSORT within 3 working days. If this period expires unused, the order shall also be deemed to have been accepted by the supplier as legally binding.
- The order must be confirmed with the price and delivery time. If the order confirmation deviates from the order (e.g. with regard to prices, dates or product specifications), the changes to the order must be clearly highlighted. Irrespective of this, the order is only valid if INSORT agrees to the changes in writing. Silence shall in no case be deemed as consent. Deliveries and/or services rendered shall in any case be considered as an unconditional acceptance of our order and conditions, even if there is no order confirmation or a deviating order confirmation.
- If the supplier sends print and/or assignment templates or other product samples to INSORT, these become the contractual basis regarding their execution and quality, provided that the supplier is not informed by INSORT within 14 days to the contrary, in particular of our change requests.
- If the supplier does not want to accept an order, the supplier is obliged to inform INSORT at the latest 3 days after receipt of the order. This notification shall be deemed to have been made when it reaches INSORT. The supplier is liable for all damages to INSORT resulting from any violation of this obligation, including loss of profit.

III. PRICES

- The prices stated in the order are fixed prices and include all fees, charges and additional costs.
- The fixed prices exclude additional claims due to wage or material price increases or the like and delivery is free to destination including packaging. If, in exceptional cases, we assume the shipping and packaging costs ourselves on the basis of a separate agreement, the supplier shall ensure the cheapest shipment. The place of fulfilment is not affected by this.
- Prices and conditions which are not stipulated in our order but are only stated later shall only become valid if they are accepted by us in writing. Collection charges shall be borne by the supplier.

IV. DELIVERY SCHEDULES / DELIVERY DATES

- The dates and deadlines stated on the orders of INSORT are to be adhered to in all cases and therefore all orders are fixed transactions, whereby the goods must be received on the delivery date or within the delivery deadline according to the order at the indicated place of fulfilment. Deliveries are only accepted by INSORT during normal business hours.
- The supplier undertakes to perform the services commissioned by INSORT on the dates specified by INSORT. Furthermore, the supplier undertakes to always have sufficient capacities of the necessary means of production available, so that even in the case of an unforeseen event, such as an interruption of operation, production or delivery, it is ensured that the delivery dates specified by INSORT cannot be exceeded.
- If the agreed delivery dates or deadlines cannot be met for whatever reason, INSORT is to be informed immediately and in time, demonstrably in writing, so that INSORT can make appropriate arrangements.
- Deliveries deviating from the order or defective deliveries shall in any case be deemed to be delayed, even if they have been made within the agreed deadlines.
- In case of a delivery delay, INSORT is entitled to withdraw from the contract immediately or to demand continued fulfilment after setting a grace period.
- INSORT is entitled to demand 2 % of the total order value as a penalty for each commenced calendar week of exceeding the deadline in case of a delivery delay, even without proof of damage incurred. INSORT reserves the right to assert further claims for damages.

This also applies if only a partial delivery is delayed, even if the delayed partial delivery was accepted by INSORT without reservation.

- In case of premature delivery, INSORT reserves the right to refuse acceptance at the expense and risk of the supplier, as well as to extend the invoice payment according to the originally agreed delivery date. If partial deliveries are expressly excluded, the payment period for all partial deliveries only begins with the complete delivery of the order to INSORT or the place of fulfilment stated on it.

V. DELIVERY / DISPATCH

- Delivery and dispatch are made principally free of all fees at the expense and risk of the supplier to the place of fulfilment designated by INSORT. C.O.D. shipments will not be accepted.
- The costs for the transport insurance, which must also include the unloading process, shall be borne by the supplier. At the request of INSORT, a dispatch advice can be required, which must be forwarded immediately.
- All deliveries are to be packed by the supplier in such a way that they cannot be damaged during transport or storage, nor can their quality be impaired.
- The shipping instructions issued by INSORT must be strictly observed. Any damage or costs arising from non-compliance with the shipping instructions or agreed shipping conditions (e.g. excess freight; demurrage; customs duties) shall be borne exclusively by the supplier. If shipping instructions or shipping conditions are missing, the most favourable shipping and delivery methods for us are to be selected.
- All shipments must be accompanied by a delivery note with an exact description of the contents. Any direct deliveries to INSORT customers must be made with neutral packaging and neutral shipping documents on our behalf. A copy of the delivery documents shall be sent to INSORT. If an ex-works or ex-warehouse pricing has been agreed, the consignments are to be transported at the lowest possible cost unless INSORT expressly prescribes a specific mode of transport. Additional costs for accelerated transport shall be borne without exception by the supplier in the event of delayed delivery.

- In the case of deliveries of duty unpaid goods, the corresponding customs documents must be enclosed.

- In the case of deliveries from abroad, the invoices must be sent to INSORT in the prescribed number of copies before the shipment is dispatched. When sending by post, a copy of the invoice must be attached to the parcel card.
- In case of missing or incomplete shipping documents, especially in case of missing order data, INSORT reserves the right to refuse acceptance at the expense and risk of the supplier.
- The supplier shall bear all costs for the disposal of the packaging material supplied in accordance with public law regulations. If these costs were paid in advance with the purchase of the packaging material, the supplier must provide INSORT with proof of this payment without being asked, otherwise INSORT is entitled to assign these costs to the supplier.

The supplier shall indemnify and hold INSORT harmless with regard to the costs for the disposal of the packaging material in any case and independently of public law obligations directly affecting them.

VI. ACCEPTANCE / TRANSFER OF RISK

- The risk shall only pass over to INSORT at the place of fulfilment, even if carriage paid deliveries have not been agreed.
- The supplier acknowledges that INSORT is not obliged to examine the services rendered by the supplier and is also not obliged to lodge a notice of defects with the supplier.

A checking of the services provided by the supplier shall only be carried out by the end customer and any notice of defects raised by the latter shall be deemed to have been submitted in good time if it is submitted within a period of 12 months from the date of collection by the end customer. It is expressly stated that the aforementioned period only applies to defects which are visually recognisable and easily identifiable at the time of acceptance of the service.

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INSORT has also fulfilled all its obligations under commercial law, in particular §§ 377 and 378 UGB, by giving notice of defects within the period stated in the previous paragraph. The supplier expressly acknowledges this and irrevocably declares to waive the assertion of objections arising from a breach of the commercial obligation to give notice of defects.

3. Acceptance of the goods by INSORT does not release the supplier from the liability for improper or contrary to order delivery of the goods, as well as hidden defects which only become visible or occur afterwards.

4. Reservations of title of the supplier of any kind whatsoever are not binding for INSORT. With the acceptance of the delivery it becomes the property of INSORT in its entirety.

5. The ordered quantity or the ordered scope of delivery must be delivered exactly. Overdeliveries or multiple deliveries are not accepted. The same applies to short deliveries: However, INSORT can accept these at its own discretion as partial delivery. In this case, the supplier must immediately deliver the shortfall at their own risk and expense.

VII. AMENDMENT, SUSPENSION, CANCELLATION

1. INSORT can at any time demand changes to the delivery item in terms of construction, procedure and execution. The effects, in particular with regard to additional or reduced costs, shall be regulated by mutual agreement. The supplier undertakes, if requested by INSORT, to carry out these changes on the requested date. In this case, INSORT takes over the costs for the not yet changed, finished delivery items as well as associated semi-finished products and raw materials, however exclusively within the scope of the production and material approval declared as binding in the order and only if these stocks cannot be used elsewhere by the supplier. The supplier is obliged to take all precautions to reduce those finished or semi-finished products whose payment INSORT must assume to the absolutely necessary extent.

2. INSORT is entitled to request that the supplier interrupts the further execution of the order at any time. In any case the supplier must comply with this request and in the event INSORT must immediately explain comprehensibly the costs incurred up to this point in time or the consequences resulting from the ordered interruption in an economic as well as in a temporal regard - in relation to the order - enclosing the necessary documents. The supplier cannot assert any claims whatsoever against INSORT from suspensions up to a maximum duration of 3 months.

3. Furthermore, INSORT is entitled to withdraw from the contract in whole or in part even without fault of the supplier. In such a case, INSORT is obliged to pay the agreed order value aliquot of the deliveries and/or services already accepted by INSORT and to reimburse the supplier for the verified costs of the components already in production up to the time of the declared withdrawal. The supplier shall not be entitled to any further claims. In any case, the supplier must allow credit for what has been saved as a result of not carrying out the entire order, has acquired through other use or has deliberately failed to acquire.

VIII. INVOICING

1. Unless agreed otherwise, a copy of all invoices is to be sent to INSORT. In addition to the order number, all order data and the shipping method are to be noted on these. In the case of invoices relating to services provided by third parties, supporting documents must also be attached. Copies and partial invoices must be marked as such.

2. Assignments require the prior written consent of INSORT.

3. The invoice shall be sent to us quoting all order data after dispatch of the goods or after complete fulfilment. In the case of import, the country of origin, the product declaration number with the date and the EUR number under which the goods concerned were imported must be indicated.

INSORT reserves the right to not process invoices which do not comply with the specifications of INSORT or the relevant commercial and tax regulations or are otherwise incorrect in content or calculation.

In such cases, invoices shall be deemed not to have been issued until they are received again and the claims shall be deemed not to be due.

IX. PAYMENT

1. The payment deadline for the invoice shall commence on the day of due receipt of the goods or the service rendered and receipt of the invoice. Unless otherwise agreed, payments shall generally be made within 30 days minus 3 % discount or net within 45 days of receipt of delivery.

If partial deliveries are agreed, the payment period shall not commence until all services have been rendered in full.

If payment is made in installments as agreed, INSORT does not lose its discount claim for installments made on time, even if other installments are made outside the discount or due date.

2. In the case of invoices not issued correctly or complaints about the delivered goods, the payment periods shall commence anew from the time the defects are remedied. Payments may be withheld until the defects have been remedied.

3. INSORT - but not the supplier - is entitled to set off its own claims - even if these are not yet due - against claims of the supplier. The discount claim of INSORT remains unaffected by this.

4. The payment does not imply an acknowledgement of the correctness of the delivery nor a waiver of INSORT's rights of any kind whatsoever.

5. For the duration of the warranty period, INSORT can retain an amount of up to 10 % of the order value as a guarantee for the fulfilment of the warranty obligation according to the agreement.

X. WARRANTY / COMPENSATION / PRODUCT / LIABILITY

1. The supplier is liable to INSORT in terms of damage compensation, the warranty as well as every conceivable legal ground.

2. The supplier warrants the use of the best, appropriate materials, execution in accordance with the order, properly and according to professional standards, appropriate design and faultless assembly and compliance with the state of the art, all relevant standards (O-Norm, DIN, European

Standards) and all relevant technical specifications, even if these have not been expressly specified.

The warranty obligation of the supplier extends to all parts supplied by them, even if these have not been produced by themselves or have been obtained from third parties.

Should the supplier not fully meet their obligations, they shall be liable for all disadvantages resulting thereof for INSORT including consequential damages.

3. The warranty period is - unless otherwise agreed - 2 years and begins with the final acceptance by the end customer (signed final acceptance protocol), for secret defects from the time of discovery. After the defect has been remedied or a replacement delivery has been made, the warranty period for the entire delivery according to the order shall begin anew.

4. The supplier assumes the warranty in such a way that they either immediately replace, improve or grant a price reduction free of charge regarding all products which become unusable or defective during the period mentioned under point 2, due to defects in construction, material or execution, or compensate INSORT for any damage arising, to be determined by INSORT.

5. All costs in connection with the fulfilment of the warranty obligation, in particular assembly and disassembly costs, shall be borne without exception by the supplier. This also applies in the event that the defect was only discovered after further processing or installation in the superordinate assembly - for whatever reason.

6. In urgent cases, in particular to avoid own delay or high consequential costs, INSORT has the right to procure the necessary replacement parts or replacements for deliveries at the expense of the supplier without setting a grace period.

The warranty obligation of the supplier applies to the spare parts as well as to the main delivery.

7. With regard to the acceptance of the goods by INSORT, reference is made to point VI. 2. and 3. The INSORT receipt conformations concerning the acceptance of goods are not a declaration of the final acceptance or the absence of defects of the delivered goods.

8. In any case, the supplier is liable to the extent to which INSORT has assumed liability towards its client. If therefore longer liability, guarantee or warranty periods are agreed with the customer, INSORT will inform the supplier of this and the supplier agrees already now in such cases to an extension of the period in accordance with the extension in the relationship between INSORT and its customer plus 2 further months.

9. If a claim is made against INSORT by one of its contractual partners due to defective services for which the supplier is responsible, any compensation payment made by INSORT to the respective contractual partner is transferred in full to INSORT and INSORT is entitled to assert recourse against the supplier who is responsible for the defective service - regardless of whether INSORT was obliged to pay compensation to the respective contractual partner or whether the payment - in particular to avoid a legal dispute - was made as a gesture of goodwill.

Should INSORT be called upon by one of its contractual partners to remedy defects, this obligation shall be met by the supplier upon the request of INSORT, insofar as the supplier is responsible for the defect.

10. Irrespective of other obligations, the supplier shall indemnify INSORT against all damages in respect of the products delivered by the supplier in accordance with the Austrian Civil Code and to indemnify and hold INSORT harmless against all product liability claims of third parties. The supplier is in any case obliged to reimburse INSORT for all costs incurred to INSORT as a result of the defence against a claim or as a result of a replacement service. With regard to the products delivered, the supplier undertakes to immediately name to INSORT the respective manufacturer, importer or sub-supplier on request and to immediately provide INSORT with appropriate documents and evidence, such as in particular manufacturing documents and documents stating production and delivery batches and/or production and delivery dates, for the defence of product liability claims of third parties.

The supplier undertakes to adequately insure the above-mentioned risk of a claim and to provide us with suitable proof upon request.

11. § 2 PHG is excluded for products delivered by the supplier to INSORT. This means that any damage caused by a faulty product of the supplier is to be compensated, including damage to goods which are mainly used in the INSORT company. The excess regulation between the supplier and INSORT is also excluded.

12. The supplier is liable to INSORT regarding compensation due to any fault for all claims, in particular also bare financial losses and lost profit. Furthermore, the supplier undertakes to indemnify and hold INSORT harmless in the event of recourse claims, also with regard to legal costs or costs of out-of-court settlement as well as interest.

13. The supplier must indemnify and hold INSORT harmless in patent, copyright and trademark disputes arising from the delivery and guarantee the unrestricted use of the delivered goods. By accepting the order, the supplier expressly declares to INSORT that no rights, in particular no industrial property rights of third parties, are attached to the object of the delivery. The supplier assumes the obligation to indemnify and hold INSORT harmless and to fully compensate INSORT for any damage arising in such a case.

14. A restriction of the right of recourse to which INSORT is entitled according to § 933b ABGB is not applicable.

XI. SUPPLY OF SPARE AND WEARING PARTS

Upon acceptance of the order, the supplier undertakes to be able to supply the delivery item as well as all spare parts required in connection with the order for the duration of

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10 years after due delivery. In case of violation, the supplier is liable for all damages to INSORT resulting from the violation.

XII. DRAWINGS / ORDER DOCUMENTS

1. Drawings and technical calculations shall be made available by the supplier free of charge if necessary.

2. If INSORT provides or encloses drawings, drafts, aids and the like as well as tools, forms and the like for the execution of the order, these remain the property of INSORT, may not be made accessible to third parties and may not be used for advertising purposes.

3. Drawings and the like made available to the supplier by INSORT do not release the supplier from the obligation for checking, self-information and warning. If the supplier does not comply with their obligations regarding self-information, checking of the order documents handed over to them and warning INSORT, the supplier is liable for all disadvantages resulting from this for INSORT. Each omission of self-information, checking of the transmitted documents and warning of INSORT is considered as grossly negligent.

Should this appear necessary to the supplier for the comprehensive fulfilment of their self-information obligation, the supplier is obliged to carry out on-site inspections. These are not remunerated separately.

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4. Provided material remains the property of INSORT, is to be designated as such, is to be stored separately and is to be managed. In the event of depreciation in value or loss, the supplier must provide compensation. Provided material may only be used for assignments from INSORT. When handling and processing this

material, INSORT becomes the direct owner of the new or altered item. The accounting for the provided material is to be carried out in the form stated by INSORT.

Materials provided are to be returned to INSORT with the offers or after execution of the order without special request. INSORT is also entitled to label its property accordingly in a suitable manner.

5. The partial sheets of technical or commercial content attached to the order form an integral part of the order.

The supplier expressly undertakes to maintain confidentiality regarding all business and trade secrets which become known to them in the course of their cooperation with INSORT, to maintain secrecy about them and - insofar as this is not necessary to achieve the purpose of the cooperation - not to record them and not to communicate them directly or indirectly to anyone, not even to their own relatives, employees or other third parties who are not obviously in a competitive or competing relationship with INSORT, and/or to use them for private purposes and/or exploit them in any other way.

Business and trade secrets are all occurrences, in particular those which are not common knowledge, and in case of doubt everything that is not already known elsewhere. This also applies, for example, to data and information that is usually regarded as irrelevant. Business and company secrets include all technical and economic information; acquired knowledge of basic principles; new developments; all written documents (plans, drawings, correspondence etc.); photographic material; working methods; work programmes; data about customers; suppliers and supply sources; production equipment and systems etc., even if these are not or are not designated as "confidential".

The supplier undertakes to use the knowledge, documents and other information received from INSORT exclusively for the purpose of cooperation with INSORT.

XIII. PLACE OF FULFILMENT AND PLACE OF JURISDICTION

1. Unless otherwise agreed, the place of fulfilment for deliveries and services is the plant of INSORT, Berndorf 166, 8324, Austria

2. The responsible court in Graz is agreed as the place of jurisdiction for both parties. In the event of disputes, Austrian substantive law shall apply with the exception of reference norms. This applies both to the conclusion of the agreement and to claims arising from the agreement.

The application of the UN CISG is explicitly excluded.

XIV. GENERAL PROVISIONS

1. All deviations from these GTC must be made in writing. This also applies to the waiving of the written form requirement. Spoken ancillary agreements are legally invalid.

2. If individual clauses of these GTC are ineffective or impracticable in full or in part, this does not affect the validity of the other clauses. In this case, the contracting parties undertake to replace the invalid or impracticable provision with a valid or practicable provision which comes as close as possible to the economically intended purpose of the fully or partially invalid or impracticable provision within the framework of the overall contract. In the event of the subsequent occurrence of a gap, that provision shall be deemed to have been agreed which corresponds to what would have been agreed according to the spirit and purpose of the present cooperation agreement if the solution of the question not regulated by the contract had been considered from the outset.

3. Insofar as contractual agreements are made between INSORT and the supplier outside of these General Terms and Conditions and these contradict the provisions of these General Terms and Conditions, it is agreed that the provisions in the contractual agreements outside of these General Terms and Conditions shall only take precedence if it has been expressly agreed in writing that the corresponding provisions of these General Terms and Conditions are subordinate.

XV. GENERAL DATA

Bank account: Steiermärkische Bank und Sparkassen AG

IBAN: AT65 2081 5000 0457 8530

BIC: STSPAT2GXXX

UID no.: ATU 66488712

Company register no.:

361622y Commercial

register court: Graz