

GENERAL TERMS AND CONDITIONS OF PURCHASE

(as of August 2021)

I. General

These General Terms and Conditions of Purchase ("**Purchase Conditions**") of ARIAN GmbH (**ARIAN**), Wünschendorf 160, 8200 Gleisdorf apply to all orders placed and quantity contracts concluded by ARIAN and govern the contractual relationship with its Suppliers on an exclusive basis.

Unless expressly agreed otherwise in writing, ARIAN orders exclusively according to these Purchase Conditions. Supplier terms and conditions to the contrary shall not become part of the contract. The acceptance of the delivery or performance of the supplier by ARIAN or their payment shall not be deemed acceptance of the Supplier's terms and conditions. Conversely, the supplier acknowledges the exclusive validity of these Purchase Conditions by means of delivery or performance of services.

II. Order, Order Confirmation, Changes

Orders are legally binding for ARIAN if they are made in writing and signed in the company's name. The written form is also considered to be fulfilled if the order is placed by e-mail or EDI interface.

The supplier shall send ARIAN a written order confirmation within 3 working days of receipt of the order. The order confirmation must correspond to the order and include in particular delivery time, order number, delivery date, incoterms, payment conditions, and prices. Deviations only become part of the contract if they are confirmed in writing by ARIAN.

ARIAN reserves the right to revoke the order until receipt of the written order confirmation.

ARIAN may at any time request changes to delivery or performance of services, or cancel orders placed in whole or in part until the delivery date. In this case, ARIAN shall bear the costs of deliveries or services that have already been completed as well as those for related semi-finished products and raw materials, within the scope of the production and material release that is considered binding in the order. This shall be

limited to an extent strictly necessary and only apply if such stock cannot be used by the supplier in any other way. The supplier is obliged to take all reasonable measures and efforts to minimize costs.

Changes to the delivery or service by the supplier may only be made with the written consent of ARIAN.

III. Prices, set-off, and assignment

Prices are fixed prices plus statutory value added tax and exclude additional claims. Costs for functional and quality inspections, documentation, packaging, insurance, transport, and customs are included. Quotations and cost estimates are free of charge, regardless of the preparatory work required for them.

Set-off against ARIAN's claims is only permissible with claims that have been legally established or recognised by ARIAN in writing. The supplier waives the commercial right of retention in relation to ARIAN.

ARIAN is entitled at any time to set off claims against the supplier's claims, even if these have not been legally established or recognised. ARIAN is also entitled to withhold payments as long as the supplier has not provided deliveries or services completely and free of defects.

The supplier is not entitled to assign claims against ARIAN to third parties without the written consent of ARIAN.

IV. Delivery

Any deliveries shall be made DDP according to Incoterms 2020 unless agreed otherwise in writing. Place of delivery/performance is defined in the ARIAN purchase order.

All deliveries must be accompanied by appropriate shipping documents (in particular packing slips and dispatch notes indicating contents, ARIAN purchase order number and quantity), otherwise ARIAN is entitled to reject deliveries or services.

If the delivery or service is not delivered or performed at the agreed delivery time at the place of performance, ARIAN may refuse to accept the delivery or service and to oblige the supplier to bear all costs incurred thereby (in particular storage, processing, return).

Deliveries to ARIAN are made without retention of title.

The supplier is not entitled, to make or charge partial or pre-deliveries, unless otherwise agreed in writing.

The supplier is obliged to comply with the agreed delivery times and to ensure that ARIAN is supplied on time.

If the supplier is in default, ARIAN is entitled to demand a contractual penalty of 0.5% per calendar day, but not more than 5% of the order value. This obligation applies irrespective of the supplier's fault. Once the penalty period has expired, ARIAN has the right to withdraw from the order without setting a grace period, and the supplier shall have no right to claim damages. This shall not affect ARIAN's right to claim higher damages actually incurred and the supplier shall indemnify and hold ARIAN harmless against all further claims for damages and claims from third parties exceeding the penalty. This includes, but is not limited to, covering purchases, damages from business interruption as well as contractual penalties from delay in delivery to ARIAN's customers.

The supplier must comply with the ARIAN packaging instructions and is directly liable to ARIAN for all damage (including transport damage) that has been (partly) caused by a deviation from the ARIAN packaging instructions.

The provisions on the notification of defects pursuant to §§ 377 and 378 of the Austrian Commercial Code (UGB) do not apply.

V. Quantity contracts

ARIAN is entitled to suspend orders in whole or in part and to postpone delivery dates for a maximum of three months free of charge, provided that the supplier is notified of this in writing at least thirty calendar days before the affected delivery date. In this case, the supplier

shall store the affected delivery properly free of charge for a maximum of three months with the exclusion of further claims. From the fourth month onwards, ARIAN may store the products for a flat rate of 1% of the net price of the stored products according to the valid price list. The suspension may last for a maximum of six months.

For each product subject to a quantity contract, the supplier shall hold a safety stock of products ready for dispatch (finished products) to compensate for short-term fluctuations in demand. The safety stock shall at all times amount to at least twenty percent of the total framework quantity at. The supplier is obliged to replenish the safety stock immediately after a withdrawal. Before ARIAN has received the full contents of a quantity contract, the supplier must ensure that any remaining reserve stock is integrated into the final delivery so that there are no more products in the safety stock when the last call-off is fulfilled. This shall not apply to the extent that and after ARIAN has requested the supplier in writing to stockpile a certain quantity of products as safety stock with a view to concluding a subsequent quantity contract.

If, however, ARIAN has to make an additional purchase from a third party due to a supply shortage caused by the supplier, ARIAN is entitled to reduce the existing quantity contract by this quantity and to charge the supplier for any additional costs incurred. This shall not affect the right to claim higher damages actually incurred.

If, at expiry of the agreed quantity contract period its total delivery quantity has not yet been called, ARIAN may extend the quantity contract by up to six months without further costs.

Six months before the expiry of a quantity contract or after more than 50% of the total quantity of the quantity contract has been called off, the supplier is obliged to notify ARIAN in order to prevent possible supply shortfalls.

VI. Quality

The supplier undertakes to ensure the quality of goods by applying an appropriate quality management system (e.g. DIN EN ISO 9001 or equivalent) during and after the completion of deliveries. Furthermore, the supplier undertakes

to operate an environmental management system (e.g. DIN EN ISO 14001 or equivalent).

ARIAN, as well as any customers of ARIAN, have the right to request proof of the supplier's quality and environmental management systems. They retain the right to information regarding spot testing and inspection methods, including and, where appropriate, those of sub-suppliers and to carry out audits in the supplier's company.

VII. Provision of materials

Any materials provided by ARIAN remain the property of ARIAN, must be clearly marked as such, as well as stored and managed separately. In the event of depreciation or loss, the supplier shall provide compensation. Materials provided may only be used for ARIAN purchase orders. When processing of material is complete, ARIAN becomes the direct owner of the new or reworked item. Billing and payment for provided materials shall comply with any form announced by ARIAN. Material that is not required or not processed must be returned to ARIAN carriage paid.

The supplier is obliged to inform ARIAN immediately and in writing of any defects in the materials provided.

VIII. Payment

The payment period shall commence at the time of receipt of the invoice or goods or with the completion of the service, whichever is later. In the case of delivery before the agreed delivery date, at the earliest on the agreed delivery date.

Payment for accepted deliveries shall be made within 30 days less 3% discount or within 90 days net, unless otherwise agreed in writing.

IX. Force majeure

For the purposes of this Agreement, force majeure means an event beyond the control of the party claiming force majeure due to which it is impossible for the party to fulfil its obligations, including, but not limited to, acts of god and catastrophes, war, riots, terrorism, legal or official orders.

In the event of force majeure, the contracting parties shall be released from performance of

their obligations for the duration of the event and to the extent of its effect.

Insofar as the event is not of insignificant duration or results in a significant reduction in demand, ARIAN is entitled to withdraw from the contract without prejudice to its other rights. The supplier must inform ARIAN immediately in writing of any foreseeable delays. If the supplier fails to notify ARIAN or does so late and if the supplier is responsible for the failure to notify ARIAN or the delay in notifying ARIAN, the supplier shall compensate ARIAN for the damage that could have been averted if ARIAN had been notified in good time. The supplier undertakes to provide ARIAN with an appropriate emergency concept.

X. Warranty, Guarantee, Liability

The supplier warrants that its goods delivered and services provided have the usually assumed and contractually assured properties, are suitable for the intended use and are free from defects in design, construction and material. The supplier's deliveries and services shall exclusively contain material of first-class and suitable quality, comply with the statutory and official standards applicable at the place of destination and the underlying samples and specifications.

The warranty period is 36 months from handover of the delivery or acceptance of the service. After a rectification of a defect or a replacement, the warranty period for the entire delivery or service affected by the defect or non-conformity shall start anew.

The supplier guarantees subsequent, replacement and wear part deliveries for a period of 10 years after delivery or performance.

The supplier shall be liable irrespective of fault for all costs and damages incurred by ARIAN as a result of a breach of these terms and conditions of purchase, late or defective delivery or service.

The supplier is obliged to indemnify and hold ARIAN harmless against claims by third parties resulting from a breach of these Terms and Conditions of Purchase by the supplier, irrespective of the legal basis on which such claims are made.

XI. Withdrawal of contract

ARIAN is entitled to withdraw from the contract immediately for good cause without setting a grace period if the Supplier

- fails to meet delivery or service deadlines;
- fails to rectify defective deliveries or services within a reasonable period of time;
- violates these terms and conditions of purchase or other contractual agreements;
- files an application for the opening of insolvency proceedings or such an application has been filed against the Supplier by a third party;
- fails to deliver or perform due to events of force majeure lasting more than 30 calendar days;
- is responsible for other reasons which make it unreasonable for ARIAN to continue the contractual relationship.

If the Supplier has caused the reason for termination by at least slight negligence, it shall have no claim to remuneration for (partial) deliveries or services already performed or for deliveries or services not yet performed.

XII. Intellectual property rights

Samples, tools, models, drawings, clichés, and other devices ("Devices") provided by ARIAN to the Supplier in order to fulfil its contractual obligation remain the material and intellectual property of ARIAN. Devices may only be used for the execution of ARIAN orders and may not be made available nor handed over to third parties without the written permission of ARIAN. After execution of the order, ARIAN devices must be withdrawn.

The Supplier is liable to ensure that samples, brands, models, drawings, descriptions, and documentation that they provide, in addition to the delivery or service, do not infringe the rights of third parties and in particular do not violate the industrial property rights of third parties.

In the event of infringements of these rights and provisions, the Supplier shall indemnify and hold ARIAN harmless from and against claims for damages by third parties.

The Supplier grants ARIAN a non-exclusive, transferable right of use, unlimited in time and

space, to all documentation, product data sheets and any software and hardware that is subject of the order and the associated documentation.

XIII. Confidentiality

The Supplier is obliged to keep confidential all confidential information of which the Supplier becomes aware in the course of the business relationship.

Confidential information is deemed to be all information communicated and documents and materials handed over which are made available to the Supplier by ARIAN directly or indirectly. This applies in particular to data on marketing, strategies, organisation, financial and other data and information on the operation and group of ARIAN and its existing or future customers and contractual partners of any kind.

The Supplier is obliged to disclose confidential information only to those persons who need to have access to it in order to achieve the purpose of the contract. The Supplier undertakes to ensure that this confidentiality obligation is imposed in writing on all persons to whom confidential information within the meaning of this provision is disclosed.

XIV. Subcontractors

The Supplier is only entitled to use subcontractors for the performance of the contract with prior written consent of ARIAN. If ARIAN has agreed in writing to the performance of the contract by subcontractors, the Supplier shall ensure that the subcontractor complies with the contents of these purchasing conditions. The Supplier is fully liable for any defect or damage caused to ARIAN by the subcontractor or sub-supplier.

XV. Insurance

The Supplier shall maintain general liability insurance covering personal injury, damage to property and/or financial loss, which shall include all common risks, with a sum insured of at least EUR 5 million per occurrence. This sum insured is to be reserved exclusively for the supplier's performance obligations towards ARIAN and may not be affected by other occurrences for which the Supplier is responsible. The Supplier shall provide evidence of the insurance at the

start of the contract by submitting a current certificate of insurance and shall maintain this insurance in this form and amount during the term of the order and for at least 3 years thereafter.

XVI. Applicable law and place of jurisdiction

All disputes arising from and in connection with orders for delivery of goods or performance of services between the Supplier and ARIAN, including the question of its valid conclusion, shall be governed by Austrian law to the exclusion of the conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.

The exclusive venue of the court with subject-matter jurisdiction in Graz is agreed for all disputes arising from and in connection with orders for delivery of goods or performance of services between the Supplier and ARIAN. However, ARIAN is also entitled at its own discretion to file an action at the Supplier's general place of jurisdiction.

XVII. Data Protection

Where applicable, the parties will process and transmit all personal data in accordance with the EU General Data Protection Regulation ("GDPR"). THE ARIAN Data Protection Policy is part of this Agreement and is available on the ARIAN website.

Where personal data is transferred to third countries, the respective transmitting party shall ensure that the personal data will continue to be processed in accordance with the GDPR. Neither party will provide personal data if such data transfer has not been legitimized by the implementation and execution of contractual agreements, including EU-standard contractual clauses, which provide an appropriate a level of data protection.

The parties shall ensure that their affiliates, suppliers, manufacturers, representatives, agents, and consultants comply with data protection in accordance with the obligations of this Agreement. The parties indemnify each other against all claims, demands, actions, costs, and expenses arising out of or as a result of the unlawful processing of personal data or from breaches of obligations under this clause.

XVIII. Final provisions

The supplier undertakes to comply with the Supplier Code of Conduct of ARIAN.

All agreements, subsequent amendments, additions, and ancillary agreements require written form to obtain validity. This also applies to any waiver of the written form requirement. There are no verbal ancillary agreements.

Should individual provisions of these terms and conditions of purchase be ineffective or subsequently become ineffective, this shall not affect the validity of the remaining provisions of this agreement. An invalid or subsequently ineffective provision shall be replaced by mutual agreement by both parties by such a provision, which comes as close as possible to the economic purpose of the invalid or ineffective provision.