

**General Terms and Conditions for the Sale and Delivery of Goods
as amended in May 2021**

1 Scope of application, Conclusion of contract

- 1.1 The following terms and conditions for the sale and delivery of goods ("**Terms**") apply to all contracts concluded between Habemax GmbH, FN 552393v, with its registered seat in Vienna and business address at Absberggasse 27/7.3, 1100 Vienna ("**Habemax**") and the customer of Habemax ("**Customer**").
- 1.2 Contractual conditions of the Customer (such as for example general purchasing conditions) are rejected unless they are expressly acknowledged by Habemax in writing. Habemax shall not be deemed to have accepted the Customer's terms and conditions, even if Habemax supplies goods unconditionally. Oral statements of Habemax's representatives and/or staff are only binding if they confirmed by Habemax in writing.
- 1.3 The Terms, as amended from time to time, are available online at www.habemax.com/GTC.pdf at any time and the Customer can save and print them in reproducible form.
- 1.4 These Terms in their respective latest version constitute a framework agreement, as amended from time to time, and apply also to all further contracts between the parties. Habemax is not required to incorporate them by reference in each case. Deviating individual understandings must be made in writing and shall apply only to the respective transaction and not to subsequent transactions, unless explicitly agreed otherwise.
- 1.5 By placing an order or by signing especially the order forms of Habemax, order confirmations, quotes and other business records, the Customer agrees with these Terms and confirms that he has read or has at least had the opportunity to know the content of these Terms.
- 1.6 When placing an order, the Customer undertakes that all details he provides to Habemax are true and accurate.
- 1.7 All amendments of these Terms shall be deemed to have been accepted by the Customer and are applicable also to existing contracts unless the Customer objects to amended Terms within four weeks after Habemax has notified the Customer of such amendments. Amended Terms may be announced in writing or electronically.
- 1.8 Quotes of Habemax are non-binding. Agreements and orders become binding only if Habemax has confirmed them in writing or has supplied the goods to the Customer.

- 1.9 Information on technical specifications and references to standards and the like shall be deemed to guarantee certain characteristics only if they are expressly designated as a "guarantee" in writing. Other information, including but not limited to details in promotional materials, are in any event of a non-binding nature. Discrepancies between deliverables and quotes, models, samples and advance deliveries are permitted in accordance with ÖNORMEN in their currently valid form, other pertinent technical standards, and tolerances customary in the industry.

2 Prices, Terms of Payment

- 2.1 All prices are given in Euro.
- 2.2 The prices are quoted EXW (pursuant to INCOTERMS 2020), exclusive of packaging, shipment, and value-added tax, unless otherwise agreed. Habemax is entitled to raise the prices between the contract conclusion date (written acknowledgment of order) and the delivery date, if there is a more than 15% increase in production cost. Habemax will then bill the prices valid on the delivery date. The prices valid on the day of delivery shall also apply if no prices have been agreed for orders between the parties.
- 2.3 The prices are based on ordinary shipping and transport conditions. Additional costs incurred as a result of obstacles or impediments to shipping or transport conditions must be borne by the Customer. The same is true for dead freights beyond the control of Habemax.
- 2.4 Taxes, consular fees, customs duties and other charges shall be borne by the Customer in addition to the price.

3 Reservation of title

- 3.1 Habemax will reserve title to the delivered goods until all invoiced amounts due for the delivered goods have been paid (reservation of title). Should reservation of title not be valid or enforceable according to mandatory laws applicable at the goods' location contrary to the choice of law clause, a security corresponding to reservation of title in this area shall be deemed agreed. The Customer undertakes to do and participate in anything which is necessary to establish and maintain comparable rights or securities.
- 3.2 If the Customer processes the reserved goods, the Customer does not acquire title to items he has created by processing reserved goods. Habemax will become co-owner of those items created as a result of processing reserved goods along with other items not belonging to the customer in proportion of the reserved goods' value compared to that of the processed items.

- 3.3 The Customer is entitled to sell the reserved goods in the ordinary course of its businesses unless the Customer has defaulted on or stopped payments altogether.
- 3.4 The Customer may neither pledge nor assign the goods as security. Any pledging of reserved goods must promptly be reported to Habemax. The Customer is also obliged to attach (a copy of) the seizure report.
- 3.5 Should the Customer already be entitled to claims towards third parties due to damage to or loss of not fully paid goods, the Customer assigns to Habemax already at this point in time his payment entitlements.
- 3.6 If the Customer sells the goods, he will assign and transfer to Habemax already at this point in time all rights from the sale he is entitled to vis-à-vis his customers, along with all rights and securities, even if the goods were processed, as payment for all the receivables of Habemax. Habemax will not collect the assigned claims as long as the Customer fulfils his payment obligations. The Customer is obliged to give the names of the third-party debtors and to inform these of the assignment. The assignment of claims must promptly be noted in the Customer's books and records, delivery notes, invoices etc. in accordance with the legal provisions. The Customer may collect such claims as long as Habemax does not instruct him otherwise and as long as he is not in default with payment or has stopped payments altogether. Habemax is entitled to inspect the Customer's books and records to verify whether the Customer has noted the assignment in his books and records. If the Customer defaults on payments to be made to Habemax, proceeds from the sale of goods received by him shall be separated, and the Customer shall hold these only on the behalf of Habemax.
- 3.7 The Customer may not withhold or set off payments in reliance on warranty claims or other claims. The Customer may only set off counterclaims against undisputed or finally established claims.

4 Delivery periods and dates

- 4.1 All delivery periods and delivery dates indicated by Habemax are non-binding approximate periods and dates, unless Habemax has expressly confirmed their binding nature when Habemax has confirmed the order; even in the latter case, these periods and dates are valid and binding only subject to unrestricted transport possibilities and availabilities at Habemax's producers.
- 4.2 Any claims of the Customer for damages due to delayed delivery (except in the case of intent on the part of Habemax) and contractual penalties due to delayed delivery are excluded.

- 4.3 Delivery periods commence with the date of the confirmation of order of Habemax, but not prior to clarification of all details of the technical and commercial aspects of the order.
- 4.4 Habemax is entitled to reasonably extend agreed delivery periods and dates, without prejudice to any other rights to which it is entitled in the event of default of acceptance by the Customer, if the Customer fails to fulfil its cooperation or other ancillary obligations in a timely manner.
- 4.5 The agreed delivery periods and delivery dates shall be deemed to have complied with by Habemax as soon as the goods are dispatched from the factory/warehouse. If the goods cannot be dispatched in due time without the fault of Habemax or if the goods are not called off by the Customer, Habemax shall be deemed to have met the respective delivery periods and delivery dates once Habemax has given notice that the goods are ready for dispatch.
- 4.6 If Habemax exceeds the agreed delivery date for reasons within its control, the Customer must set a grace period of at least two weeks in writing. If Habemax does not deliver the goods within that grace period and if the Customer wants to withdraw from the contract or wishes to claim compensation for damage in lieu of performance because Habemax has acted with intent, the Customer must explicitly threaten to do so by advance written notice and must grant Habemax another reasonable grace period.
- 4.7 At Habemax's request, the Customer must declare within a reasonable period of time whether he will withdraw from the contract due to the delay in delivery and/or, in the case of intent, will claim compensation for damage in lieu of performance or will insist on delivery.
- 4.8 If the Customer wants Habemax to perform tests necessary for the use of the products, form and scope of such tests shall expressly be agreed in writing. If the parties do not specify the costs in this agreement, Habemax may charge the Customer the reasonable costs incurred for this.
- 4.9 Habemax is entitled to make partial deliveries. The resulting additional costs shall be borne by the Customer unless the Customer was not responsible for the reason why Habemax has made partial deliveries.

5 Force Majeure, obstacles for delivery

In case of events of force majeure, Habemax may reasonably postpone the supplies as long as such obstacles exist. Should the delay exceed four weeks and it therefore becomes unreasonable for either party to be bound by the contract, such party may withdraw from the contract without incurring any costs. Force majeure shall also mean

any circumstances beyond the control of Habemax, which make it substantially difficult or impossible for Habemax to supply the goods, such as monetary and trade policies or any other sovereign action, strikes, pandemics, regulatory measures and closures of companies, lockdowns, lockouts, malfunctions (such as fire, machinery breakdown, roller breakdown, shortage of raw materials or energy) as well as obstruction of traffic routes, whether or not these circumstances occur and affects Habemax or any of its suppliers.

6 Acceptance

- 6.1 Special forms of acceptance that have been agreed can take place only at the factory immediately after notice was given that the goods are ready for dispatch. Any costs with regard to the acceptance procedure shall be borne by the Customer.
- 6.2 If the Customer fails to accept or does not timely or fully accept the goods, Habemax may dispatch the goods without an acceptance procedure or store them at the Customer's cost and risk. In such a case, Habemax shall be deemed to have delivered the goods in accordance with the terms of the contract once the goods were dispatched or stored.

7 Shipment and transfer of risk

- 7.1 Habemax will select the forwarding agent or carrier and the type of dispatch at its reasonable discretion. The Customer agrees to any usual form of dispatch. Transportation costs shall be borne by the Customer.
- 7.2 The risk shall pass to the Customer as soon as the goods were delivered to the transport company or have left the warehouse/factory of Habemax for dispatch. The goods are transported at the Customer's risk even if Habemax supply the goods "free place of use" (*Lieferung frei Verwendungsstelle*). If dispatch is delayed for reasons within the Customer's control, the risk shall transfer on the day Habemax gives notice that the goods are ready for dispatch. If Habemax must bear the risk, Habemax will bear only those risks which are covered by its liability insurance. Habemax will send the Customer a confirmation on the risks covered at his request. Any further risks shall be borne by the Customer.
- 7.3 Goods reported as ready for dispatch must be called off by the Customer from the factory within four days at the latest. If the Customer does not call off the goods, Habemax is particularly entitled, but not obliged, after a reasonable grace period of at least ten days, to withdraw from the contract as a whole, including from all further contracts, and to dispose of the goods otherwise or to suspend the delivery of other

goods altogether. Habemax is also entitled to insist on performance of the contract. In this case, the Customer is obliged to pay for reasonable costs incurred by Habemax.

- 7.4 Whenever Habemax has assumed shipping charges, Habemax can either deliver the goods on a freight prepaid basis or reimburse shipping charges to the Customer. Additional costs related to a special shipping method chosen by the Customer will always be borne by the Customer.
- 7.5 Non-reusable packaging is calculated at cost price and will not be taken back. The Customer shall collect and store free of charge any reusable packaging. Habemax will collect reusable packaging at reasonable intervals at its cost and expense and without reimbursement after notification by the Customer.
- 7.6 If Habemax is responsible for any delay in the dispatch of shipping documents or other receipts, Habemax shall be liable for the consequences only in case of gross negligence and intent.
- 7.7 The Customer is obliged to note any visible transport damage in the shipping documents. Further, the Customer must promptly arrange for fact finding procedures and notify Habemax thereof in writing.

8 Product information, confidentiality

- 8.1 Habemax disclaims any liability for its product information or performance specifications other than within the scope of a particular contract.
- 8.2 Habemax is entitled to make technical changes during product development.
- 8.3 The product descriptions and information of Habemax describe only the condition of its products and services and shall not represent a guarantee.
- 8.4 Notwithstanding the above, the Customer is obliged to independently examine the products and services as to whether they are fit for their intended use.
- 8.5 Any commercial or technical information provided by Habemax to the Customer (including features to be derived from delivered items, and other knowledge and experience) shall not be disclosed to third parties, unless they are verifiably public domain or were designated by Habemax for resale by the Customer, and may be made available only on a "need-to-know" basis to persons within the Customer's business who are also subject to confidentiality obligations; Habemax shall remain sole proprietor of that information. Such information may not be reproduced or used commercially without the prior written consent of Habemax. At Habemax's request, any information provided by Habemax (where relevant including any copies or

records), and any loaned items shall promptly and fully be returned to Habemax or be destroyed.

- 8.6 Habemax reserves all rights to the information referred to in section 8.5 (including copyrights and the right to apply for industrial property rights such as patents, utility models, semi-conductors etc).

9 Liability for defects

- 9.1 Quality and workmanship of the goods depend on the samples and the characteristics expressly agreed to be binding in writing (warranted characteristics). Habemax reserves the right to change design or workmanship within the scope of characteristics warranted by the offer, and these changes shall not constitute defects. The Customer cannot assert any rights due to deficiencies regarding the supplies and services of Habemax if these deficiencies only insignificantly diminish the value or fitness of the supplies and services of Habemax.
- 9.2 If any supplies and services are inadequate and the Customer has made a written complaint within 5 work days pursuant to section 377 of the Austrian Commercial Code (Unternehmensgesetzbuch), Habemax may at its own discretion either supply what is missing or take corrective action (subsequent performance). The Customer shall grant Habemax a reasonable time limit of at least 20 workdays for this purpose.
- 9.3 The Customer may only reduce the purchase price or withdraw from the contract if the subsequent performance fails, and the Customer has threatened its intention by express written notice and has set a further reasonable period of grace of at least 20 working days.

10 Compensation of damage

- 10.1 Habemax disclaims any liability for slight negligence.
- 10.2 Habemax is liable to compensate damage on whatever legal ground, including but not limited to a breach of obligations under the contractual obligation and liability for a wrongful act, only if Habemax, its legal representatives or vicarious agents have acted with intent or gross negligence.
- 10.3 In case of gross negligence, Habemax shall be liable only for typical contractual, foreseeable direct damage, which shall not exceed three times the invoice value of the goods concerned.

- 10.4 Habemax shall be liable for indirect damage, lost profit, loss of savings and consequential damage only in case of intent.
- 10.5 Habemax cannot disclaim or limit liability whenever the provisions of the Product Liability Act or other mandatory provisions prescribe liability for injuries to life, body or health or in case of any damage to privately used items.
- 10.6 A right of recourse pursuant to section 933b of the Austrian Civil Code is excluded.

11 Usability, handling

- 11.1 Habemax does not accept any liability for the goods' fitness for the purpose intended by the Customer. It is the Customer's sole responsibility to select and examine the goods as to their fitness for the Customer's purpose. The same applies for purely optic variations which do not affect the proper use of the goods.
- 11.2 Habemax does not warrant for any defect and damage caused by inappropriate or improper use, incorrect assembly or commissioning by the Customer, or third parties, changes and fixtures not explicitly authorized by Habemax, regular wear and tear, incorrect or negligent handling by the Customer or third parties, improper storage, climatic influences, use of the goods for any purpose other than the originally intended purpose, non-compliance with delivered or generally known rules, etc. Habemax will accept liability on whatever legal ground only if a defect or damage was not caused or substantially aggravated by the Customer's or third parties' improper handling of the goods. The Customer shall ensure that the Customer himself and any third parties instructed by the Customer are fully informed of the requirements and regulations in connection with the handling of the goods.

12 Statute of limitation, burden of proof

- 12.1 A limitation period of six months from the delivery applies to claims asserted due to deficiencies of the supplies and services of Habemax.
- 12.2 A limitation period of three years from delivery applies to claims for the recovery of damages.
- 12.3 The burden to prove the existence of deficiencies or damage shall be on the Customer.

13 Deliveries abroad

- 13.1 The goods shall be cleared through customs, taxed and, if necessary, insured at the Customer's expense if the place of delivery or performance is abroad. The Customer is also obliged to obtain and, if necessary, to provide and pay for all legally required permits and authorizations necessary for the export of the goods from the Republic of Austria and the import into another state, as well as to make the corresponding declarations.
- 13.2 If goods are delivered from the Republic of Austria to other EU Member States, the Customer shall send to Habemax his value added tax number which is used to tax purchases within the EU, prior to those deliveries. Otherwise, the Customer is also obliged to pay the value added tax, which Habemax is required to pay by law.
- 13.3 Deliveries from the Republic of Austria to other EU Member States are billed on the basis of the VAT legislation of the respective recipient Member State, if the Customer is registered for VAT purposes in another EU Member State or if Habemax is registered for VAT purposes in the recipient Member State.

14 Governing law, jurisdiction

- 14.1 All contracts shall be governed by and construed in accordance with the laws of the Republic of Austria, under exclusion of non-mandatory conflict of law rules and the UN Sales Convention.
- 14.2 Place of performance shall be at Vienna.
- 14.3 All disputes arising between the parties, including disputes on the validity of these Terms and the valid conclusion and cancellation of contracts shall be exclusively referred to the Commercial Court Vienna (Handelsgericht Wien). Habemax reserves the right to sue the Customer also at the Customer's seat.
- 14.4 Should any term hereof be or become invalid in whole or in part, this shall not affect the other terms hereof, which shall remain in full force and effect. The parties shall agree on a substitute clause which closest reflects the legal and economic intent of the invalid term.