

**Allgemeine Geschäftsbedingungen [General Business Terms and Conditions] (AGB)
of Barabric GmbH**

These Allgemeinen Geschäftsbedingungen **[General Business Terms and Conditions]** (hereafter, "AGB") have been fundamentally conceived for legal dealings between commercial companies. In the event that they should, as an exception, also form the basis for legal dealings with consumers in accordance with the Consumer Protection Act, they shall apply only insofar as they do not conflict with the mandatory provisions of this act.

I.

Sphere of validity

1. These AGB shall be valid for all orders and services between the Customer and Barabric GmbH (hereafter, "Contractor"). The Customer's AGB shall only then be valid if they have been expressly confirmed in writing by the Contractor before the agreement was concluded. The Contractor expressly declares that it wishes to conclude agreements based only upon these AGB. If individual provisions of these AGB should conflict with the agreed AGB of the Customer, then the Contractor's AGB shall be prevailing. The provisions in the AGB which do not conflict shall continue to be valid upon a parallel basis.
2. The Customer and the Contractor agree that these AGB shall not only have validity for the first business transaction between them, but rather the applicability of these AGB is hereby also expressly agreed for all additional business transactions.
3. Upon its signing of the order, the Customer declares that it agrees with the content of these AGB. Upon its signing of the order, the Customer also declares that it has read these AGB and has at least had the opportunity to review the content of these AGB.
4. Any oral declarations of any kind shall be considered to be ineffective. Oral declarations or deviations from these AGB shall only then be considered to be effective if the Contractor has acknowledged them in writing.
5. Order confirmations and shipping notifications shall be sent by the Contractor only upon the Customer's express written request to do so.

II.

Offer, prices, shipping and delivery timeframe

1. Offers made by the Contractor are only then considered to be binding if the order has, against documentation, been received in writing by the Contractor within 14 days after the date that the offer was made unless a deviating time limit is stated on the offer. If an order is issued without a prior offer having been made, then the Contractor may assert its payment claim for the fee which is stated upon its price list or corresponds to its customary fee. In the event that an order is issued or filled for a rush job, the Contractor shall be entitled to bill a surcharge in addition to the prices listed upon the price lists or its customary fee.
2. The Contractor shall offer a price guarantee only for a timeframe of three months after the date the offer was submitted. Thus, the Contractor shall be entitled to demand a higher fee than the fee agreed when the agreement was concluded or the fee specified in Sub-clause II.1. of this agreement. The prices listed in the offer or on the order confirmation provided by the Contractor shall be based upon the calculations made at the time the offer was rendered or the order was confirmed. If there is a substantial change affecting the calculation basis that existed at the time that the offer was submitted or the order was confirmed, e.g. in prices for raw materials, the exchange rate or personnel costs – of at least 10 % – after the order was concluded, then the Contractor shall be entitled to increase the agreed prices or the fee by the proportional additional costs.
3. The delivery timeframes stated in the offer are non-binding. In the absence of a deviating agreement, the delivery timeframe shall begin to run at the latest of the following points in time:
 - a) Date of the order confirmation;
 - b) Date of the fulfilment of all technical, commercial and financial requirements imposed upon the buyer;
 - c) Date on which the Contractor receives the down payment to be paid and/or a corresponding letter of credit is opened.If a clarification of production-related issues is required, then the delivery timeframe shall only then begin to run after the clarification of these issues by the Contractor. This shall then indeed be the case when the Contractor has notified the Customer in writing that the production-related issues have now been clarified.
4. If the Contractor is hindered from the fulfilment of its obligations after the agreement has been concluded owing to the onset of unforeseeable, uncustomary sets of circumstances, e.g. particularly operational disruptions, governmental sanctions and interventions, delays in the supplying of essential raw materials by its own suppliers, energy-supplying difficulties, then the delivery timeframe shall be extended by an appropriate scope. If the contractual fulfilment is made impossible owing to these sets of circumstances, then the Contractor shall be released from its contractual obligations.
5. The information provided in catalogues, price lists, newspapers, brochures, company informational materials, prospectuses, advertisements, at trade fair booths, in circulars, advertising mailings or other media regarding the Contractor's services shall constitute no offers upon the part of the Contractor and the Customer may not assert claims while availing itself of them.
6. The prices listed in the offer are understood to be excluding the statutory VAT and include no packaging and shipping costs. If nothing to the contrary has been agreed, then the fee shall become payable in cash when the Customer picks up the goods. If, as an exception, delivery is made without payment in cash of the agreed fee being made at the same time, then the fee shall become payable within 14 days after the receipt of the invoice. It must be transferred to the Contractor's account without any deductions or expenses being incurred by the Contractor and even if a notification of defects has been made. A notification of defects shall not constitute an entitlement to withhold part of or the entire agreed fee. Every time that there is a delivery delay, the Customer must initially, by means of a registered letter, provide the Contractor with

an appropriate extension period for contractual performance subject to the threat of rescinding the agreement and only then declare its withdrawal from the agreement by means of a registered letter if this extension period has fruitlessly lapsed subject to the setting of an appropriate additional extension period to render subsequent performance.

7. In the event that payment default occurs, then 12 % p.a. shall be agreed. In the event that the Contractor should claim higher amounts of interest, then it shall also be entitled to demand these higher amounts. In the event that it defaults upon its payment, the Customer must provide reimbursement of all costs incurred through such payment default such as particularly expenses incurred for warning letters, attempts to collect payment claims and any court or out-of-court costs incurred for legal representation.

8. Insofar as nothing to the contrary is expressly agreed, then the Customer must deliver the materials to be processed to the Contractor's premises upon a free-of-charge basis. Thus, the place of performance for all services rendered shall be the Contractor's factory to which the materials to be processed have been delivered. The Contractor's factory shall also be the place of performance for purchasing agreements.

9. If the Customer stipulates that the ordered goods should be shipped, then the Customer shall already now declare itself to be in agreement that the Contractor may select the type of packaging and the shipping method. The shipping and packaging costs as well as the risk for loss and damage shall be assumed by the Customer at the point in time that the work product is finished.

10. If the goods are shipped, the Contractor shall be entitled to charge the packaging and shipping costs to the Customer as well as the fee for any C.O.D. deliveries. The Customer shall be considered to have committed delivery acceptance default if it has not accepted the product by the agreed point in time. In the event that delivery acceptance default occurs, contractual performance upon the part of the Contractor shall be considered to have been rendered and the fee shall become payable.

11. The Customer hereby expressly waives its right to offset any of its counterclaims held against the Contractor against the agreed fee or the fee specified in Sub-clause II.1. of this agreement. The same shall be valid for offsetting against any claims asserted for price reductions or any other warranty claims.

III.

Liens , right of retention and reservation of ownership

1. The Customer shall grant the Contractor a lien on the products or goods produced as well as the objects supplied. The objects that have had a lien placed upon them which are in the Contractor's possession shall serve to secure all of the Contractor's payment claims against the Customer, including those from other legal transactions. After the fee becomes payable, the Contractor shall be entitled at any time to, at its discretion, either auction off the goods that have had a lien placed upon them or sell them.

2. Furthermore, in order to secure its payment claims that have come due and to secure its payment claims from other legal transactions, the Contractor shall be entitled to retain the products and goods until all outstanding payment claims have been settled including those from the payment claims specified in Sub-clauses II.6 and 7.

3. All goods and products shall remain the Contractor's property until payment in full is made by the Customer. The Customer shall be entitled to only alter the goods or products which have been supplied subject to the reservation of ownership. However, the Customer has not been granted a right of disposal or right to resell the goods. In the event that the Customer nonetheless resells the goods and products which are subject to the reservation of ownership or third parties assert claims to these goods and products in some other manner, the Customer shall indemnify and hold the Contractor harmless with regards to these claims. In the event that the goods are resold, the Customer shall already nonetheless assign any payment claims to which the Customer is entitled from the resale to the Contractor for payment satisfaction purposes. In the event of the Customer's payment default, the Customer must promptly notify the party who acquired the resold goods of this assignment of the payment claim and to inform it of this reservation of ownership.

IV.

Cooperation upon the part of the Customer

1. In the event that mounting work is carried out by the Contractor, the Customer shall be obliged to support the Contractor's personnel through the fulfilment of the following mounting requirements:

a) The Customer shall ensure that proper conditions exist at the building site and that the access roads to walk upon and drive to the building site are constantly accessible so that the mounting work can be immediately begun after the mounting personnel arrive.

b) The Customer shall ensure that the following mounting requirements exist

aa) Execution of all excavation, construction and painting work, including the procurement of the building materials and other materials that are required.

bb) Mounting of the network connection circuits and creation of the required feed lines to the terminal box of the main current supply line as well as the relocation of the permanent local supply lines. The cross-section of the feed line must be structured in such a manner that the voltage drop to the consumer based upon the initial current is not greater than 5 %. The isolatable network connection circuit with the corresponding labelling must be located in an easily accessible place in close proximity to the feed. The crane way must be included in the on-site protective measures (grounding).

cc) Supplying of high-voltage current for 400 volts and luminous flux for 230 volts as well as the creation of connections for building site electrical power distribution which is to be located in close proximity to the mounting site (no more than 20 metres away). Heating and lighting of the building site as well as the provision of sanitary facilities, compressed air, fuels and other operational resources such as gas and oxygen.

dd) Weights for proof-load testing as well as corresponding slings for making delivery acceptance.

- ee) Provision of a fixed place for the mounting work which is appropriate, spacious and located at floor level and is suitable for the affixing of arrester cables and hoisting devices and furthermore offers a storage space for the materials.
 - ff) Transport of the equipment parts to the mounting site.
 - gg) Protection of the mounting parts and materials from damaging influences of any kind.
 - hh) Provision of a lockable break room as well as a lockable room for the storage of mounting equipment and tools.
 - ii) The ability to bring all equipment into the building which has been brought to the building site.
 - jj) Unloading work and proper intermediate storage of the equipment parts.
 - kk) Provision of a suitable mobile hoisting device (fork lift, hoists made by HIAB, mobile crane) incl. suitable slings.
2. The Customer shall be liable for the correctness of the documents it is required to supply such as, for example, drawings, instructional manuals, models and the like as well as for the suitability of the objects that are supplied for processing work. All information about dimensions and the like must be confirmed in writing by the Contractor. No obligation exists to review, make a warning or provide recommendations about the documents, information or objects provided by the Customer and it is agreed that any liability in this regard upon the part of the Contractor is excluded.
 3. The Customer shall be liable for ensuring that the required technical requirements exist for the work product to be produced or the purchased object on-site and that the Customer's technical equipment is state-of-the-art as well as that it is compatible with the work products to be produced by the Contractor or the purchased objects. In particular, the Customer shall be liable for ensuring that the erection site (e.g., soil, foundation, statics of a building) is suitable for the affixing of the Contractor's equipment and that it has been examined in this regard. The Contractor shall not be obliged to examine, warn or provide recommendations about the erection site that has been designated by the Customer. Insofar as it is determined that the erection site is unsuitable, the Customer shall be liable to the Contractor for any additional expenses and other damages the Contractor incurs.
 4. Insofar as it is agreed that the Customer shall provide auxiliary personnel, the Customer must provide these personnel based upon the numbers and qualifications mandated by the Contractor.
 5. The Customer must undertake the measures required for the protection of people and equipment at the mounting site. The Customer shall notify the Contractor's Mounting Foreman of the safety directives to be adhered to at the mounting site.
 6. If the Customer provides a crane way on-site, then it must have the proper design subject to the consideration of the corresponding crane weight-bearing loads in accordance with the valid ÖNORM **[Austrian standards]** and statistical documentation must be provided of this. Any required buffer mechanical stops must be produced by the Customer based upon the Contractor's specifications.
 7. If the supplying of the crane way is included in the Contractor's scope of delivery and service, then the delivery limit shall be considered to be the on-site weld primer or the steel console.
 8. The tolerance range for the level-based difference of the crane way supports may not exceed the tolerance range prescribed by the Contractor. In the event that the supports must be reinforced, any additional expenditures incurred by the Contractor shall be separately billed by the Contractor based upon the actual labour and material expenditures incurred.
 9. The disposal of any transport materials or other materials shall be the Customer's responsibility.

V.

Proprietary rights, drawings and models

1. The Customer shall be liable to the Contractor for ensuring that the rendering of the services/production of the products that are prescribed on the order as well as the use of the drawings, samples or similar design-related directives or aids do not violate particularly domestic or foreign third-party proprietary rights, particularly patents, trademarks and model-related rights. In the event that third parties assert claims owing to such violations of legal rights, the Customer must indemnify and hold the Contractor harmless.
2. The Contractor shall assume no liability for the loss of or damage to tools, drawings, models, equipment and any other items provided. In the event that the Customer should request insurance coverage for them, then such insurance coverage shall be purchased only upon the express request of the Customer to do so and at its expense.
3. Plans, sketches, other technical documents, illustrations, models, construction-related drawings and the like shall remain the Contractor's intellectual property. Any exploitation, reproduction, dissemination, publication and presentation may take place only with the Contractor's express written approval. Furthermore, the Customer may not make such documents available to third parties – whether for compensation or upon a free-of-charge basis – without the Contractor's express written approval.

VI.

Warranty

1. The warranty timeframe shall be separately agreed upon the order and shall begin when the work product or goods sold are surrendered to the Customer or when they are declared to be ready for pick-up at the Contractor's premises. In the event that partial performances are agreed, the timeframe shall begin to run separately for each partial performance.
2. A warranty obligation shall be excluded if the Customer fails to provide the Contractor with flawless and correct parts or materials or the Customer does not adhere in full to the cooperation obligations specified in Clause IV.
3. No warranty claims shall exist if there are defects which have been caused by improper or unsuitable use or excessive workloads upon the part of the Customer or its own end customers, if statutory directives or directives issued by the Contractor with regards to installation or

servicing are not adhered to by the Customer or its own end customers; if the delivery object has been produced based upon the Customer's specifications, particularly based upon the drawings it has provided and the defect is attributable to these specifications or drawings; in the event of flawed mounting or commissioning work by the Customer or third parties, in the event of natural wear-and-tear, flawed or negligent handling, particularly the use of unsuitable operational resources, alternative materials, in the event of chemical, electro-chemical or electrical influences, faulty repairs or alterations to the work product or purchased goods that have been supplied.

4. Notifications of defects and complaints of any kind must be promptly submitted in writing after the goods are surrendered and subject to the submission of the precise information that is required for the recognition of the defect. Any notifications of defects and complaints that are made orally, by telephone or in an untimely manner as well as notifications of defects without the simultaneous surrendering of the goods to the Contractor about which a complaint is being made shall not be considered.

5. Any notification of defects and complaints must be submitted to the Contractor's headquarters and the Customer must also surrender the goods about which a complaint is being made together with a written complaint form that has been filled out. The Contractor shall be entitled to undertake any examination, or have such an examination undertaken upon its behalf, which it deems necessary even if this should render the goods or work product units unusable. In the event that this examination reveals that the Contractor is not responsible for any defects, the Customer must assume the costs for this examination – but nonetheless at least 1 % of the purchase price or the labour costs for the object subjected to an examination.

6. If the Customer alters the goods or work products that have been supplied without the Contractor's prior written consent, the Contractor's warranty obligation shall be forfeited.

7. In the event that warranty claims are asserted, then the Contractor shall be entitled to either eliminate the defect by making a rectification or exchanging the goods. In the event that an attempt at rectification or an exchange proves to be unsuccessful, then the Contractor shall be entitled to attempt another rectification/exchange. If this attempt is also unsuccessful, the Customer shall be entitled to the right to reduce the purchase price or rescind the agreement.

8. All costs incurred in conjunction with the rectification, e.g. transport and travel costs, shall be assumed by the Customer. The Contractor must support the Customer in the elimination of the defects in a reasonable scope.

9. If the Contractor's products are altered without the Contractor's prior written approval, then any warranty shall be forfeited.

VII. Liability

1. The Contractor shall be liable only for damages which it has caused through its intentional wrongdoing or gross negligence against documentation with the Customer bearing the burden of proof in this regard. The liability for simple negligence shall be excluded.

2. In all cases, no damage compensation shall be provided for indirect damages, consequential damages owing to defects, lost profits, financial losses, losses of interest, damages caused by increased personnel expenses or through servicing errors upon the part of the Customer, damage to transported goods, damage which is caused during trial operational runs as well as damages created through third-party claims against the Customer.

3. In all cases, the Customer must bear the burden of proof to demonstrate the Contractor's fault.

4. Any liability upon the part of the Contractor shall be limited to the amount of the agreed purchase price or fee specified in Sub-clause II.1. for the affected order. The agreements assumed by the Contractor shall be assumed only subject to the condition of this liability limit. Any more extensive liability upon the part of the Contractor shall be expressly excluded.

5. If the flawed production or processing is attributable to incorrect, incomplete or unclear information from such a cooperation (Clause IV) upon the part of the Customer or owing to the fact that the Customer has not provided flawless and correct parts, materials, plans, drawings and data sheets or that the erection site (see Sub-clause IV.3.) is not suitable, then any liability upon the part of the Contractor shall be excluded.

6. The Customer waives the contesting of this agreement owing to errors in it.

7. The purchased goods or the work product that has been manufactured shall offer only that safety which can be expected owing to the certification directives, operational manuals and directives issued by the Customer with regards to the handling of the purchased goods or the work product – particularly with regards to any prescribed examinations – and any other guidelines issued.

8. The obligation to pay damage compensation for any property damage resulting from the Product Liability Act as well as product liability claims which can be derived from other provisions shall be excluded. The Customer declares that the supplied goods or work products pertain to objects which are predominantly being used on the Customer's company premises.

The Customer shall be obliged to impose the liability exclusion for product liability claims upon any contractual partners it has. Any legal recourse taken by the Customer against the Contractor from the assertion of claims in accordance with the Product Liability Act shall be excluded. The Customer shall be obliged to ensure that the instructional manuals for the goods or work products supplied are adhered to by all users. In particular, the Customer must correspondingly train and instruct its personnel and any other persons coming into contact with the supplied goods or the work products. The Customer must promptly notify the Contractor of any defects the goods or the work products have. Otherwise, any such claims shall be forfeited. The Customer must take out sufficient insurance coverage for product liability claims and must indemnify and hold the Contractor harmless in this regard.

9. Regardless of the reason, any damage compensation claims of the Customer must be asserted in court within six months after it becomes aware of the damages suffered.

VIII.

General

1. In the event that a provision of these General Business Terms and Conditions should be invalid, this shall not affect the validity of the remaining contractual content. With regards to the legally invalid provisions, the contractual partners agree to eliminate any gaps or omissions through a provision which most closely corresponds to the commercial intent of the invalid provision and which is customary for the industry.
2. The legal venue for legal disputes related to all services rendered by the Contractor, including for any claims asserted by the Customer, shall be the court holding local jurisdiction for the Contractor's commercial residence.
3. Amendments of and supplements to this agreement, including the AGB, must be in writing in order to be legally valid. This written form requirement shall also be valid in order to abolish this written form clause. It is agreed that no ancillary agreements have been concluded.
4. The contractual partners agree that Austrian law shall apply. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded by mutual agreement.
5. Insofar as individual provisions of these AGB conflict with provisions in any individual agreement, the provisions of the individual agreement shall be prevailing.