

GENERAL TERMS AND CONDITIONS (GTC) – Purchasing (A)

1. Scope of applicability

These GTC apply to all legal relationships between BakerHicks AG (hereinafter "Principal") and its contractual partners (hereinafter "CP"), unless otherwise agreed in writing.

2. Effective conclusion of the contract

2.1 The contract is concluded through a corresponding written offer and written acceptance.

2.2 Offers by the CP are, with the exception of written agreements to the contrary, unlimitedly binding.

2.3 If the Principal's acceptance does not correspond to the offer, it is deemed to be a counteroffer. This does not apply in the case of marginal deviations and deviations in side issues.

2.4 Offers and quotes are provided free of charge and do not establish any obligations for the Principal.

2.5 CP will only deploy appropriately qualified staff who hold valid residence and work permits to render services to the Principal in Austria and is fully liable for compliance with the applicable laws and rules regarding the protection of workers.

3. Use of sub-contractors

The deployment of third parties (including sub-contractors) and their replacement requires the prior written consent of the Principal. If contractor intends from the outset to engage suppliers to perform the contract, it must inform the Principal when it submits its offer.

4. Form and content of the contract

4.1 Offers and acceptances strictly require the written form in order to be valid.

4.2 The content of the contract shall be determined in accordance with the accepted offer, as well as with these terms and conditions.

4.3 Individual agreements, which contradict these terms and conditions, require the written form in order to be valid. Such written, individual agreements have priority over the Terms and Conditions. When verbal, individual agreements deviate from these Terms and Conditions, these Terms and Conditions shall apply.

4.4 Subsequent changes to the contract strictly require the written form in order to be valid.

4.5 Should the scope of the services to be provided by the CP change after the contract has been concluded, the Principal reserves the right to recalculate the contractual price for the services and to amend them with regard to the original offer or contract.

4.6 The CP will not enter into any direct contractual relationship with the direct or indirect contractors of the Principal who are specified in the respective contracts. This non-compete rule applies to the CP and its employees during the period of validity of this contract, plus the six months following this conclusion.

4.7 Furthermore, the CP is not permitted to appoint employees who work for the Principal or who have worked for the Principal in the last 6 months.

4.8 In the event that the above provisions are breached, the CP must pay a contractual penalty of EUR 15,000 per breach to the

Principal. The contractual penalty is not contingent on proof of damage being provided and does not rule out any damage claims based on this title.

5. End of the contract

5.1 A contract concluded for an unlimited period can be terminated by both parties upon notice of three months to the end of a month.

5.2 If the CP terminates the contract at an unfavourable time, it must compensate the Principal for any damage it incurs as a result.

5.3 A contract concluded for a certain period ends with the expiration of the agreed contractual period.

5.4 Regardless of the respective contractual provisions (limited or unlimited contracts), the Principal is entitled in every case to terminate the contract for good cause upon notice of one month. If it can no longer be reasonably expected that the Principal continue with the contract, the Principal is also entitled to terminate the contract without notice. In the case of such extraordinary termination or termination without notice, the CP may claim payment for services provided up to that point, as long as the services were free of fault. The Principal may also claim damages. CP's right of extraordinary termination is not affected.

6. Prices

6.1 Unless otherwise agreed, offered prices do not include VAT.

6.2 The agreement of the Principal is required to adjust prices to the National Consumer Price Index.

6.3 Cost frameworks and estimates of hours presented in the offer are binding, unless otherwise agreed in writing.

7. Payment conditions

7.1 Services provided by the CP shall be calculated and billed on a monthly basis, unless otherwise agreed.

7.2 Payments shall be made within sixty days of the date of invoice without deductions, subject to proper and accurate invoicing.

7.3 The services provided by the Principal can only be paid for subject to inspection and written approval by the competent party at the Principal.

7.4. Payments by the Principal in no way constitute the recognition of professionally rendered and defect-free services in the sense of acceptance.

8. Default

8.1 If the provision of services by the CP is in delay, the Principal is entitled to deduct a delay penalty of 0.5% of the value of the contract for every completed week from the due date of the delivery, but not more than 5% altogether. The exercise of claims to damage beyond this remain unaffected.

8.2 If the CP is in delay with provision of the services or refuses to provide services, the Principal is entitled, following written warning and regardless of the reason for delay or refusal to provide services, to carry out the work itself at the expense and risk of the CP or to have the work done by a third party at the expense and risk of the

CP. The Principal is entitled to offset expenses in this regard with any claims of the CP. Such substitute performance does not release the CP from his duty to provide services. The exercise of further claims to damage by the Principal remain unaffected.

9. Liability

9.1 The CP is liable for all damages caused by him and/or any auxiliary personnel uses by him.

9.2 The Principal's liability towards the CP, including the reversal of the onus of proof according to section 1298 Austrian Civil Code (ABGB) is excluded to the extent permitted.

10. Guarantee

10.1 The Principal must inspect the services provided by the CP within the warranty period, but in any case within 30 days following delivery, and to report all defects in writing within 30 days of their discovery.

10.2 Should hidden defects be uncovered subsequent to successful inspection, these must be reported in writing within 30 days of their discovery.

10.3 If the CP provides defective services, the Principal is entitled to choose between the various guarantee remedies without providing further proof. If defects are not rectified by the expiry of a period of grace determined by the Principal, the Principal can commission a third party to rectify the defects at the expense of the CP or make substitute deliveries at the CP's expense. In urgent cases, the Principal can forego setting a period of grace.

10.4 Warranty claims asserted against the CP become time-barred within two years in the case of moveable assets and five years in the case of immovable assets, in both cases following approval/acceptance by the Principal of the results of the work. Should defects be identified in the course of acceptance, the warranty period starts to run after completion of rectification work by the CP or by a third party. Warranty claims by the CP against the Principal are not affected by this provision.

11. Approval

The services provided by the CP are tested for defects within the notification period and are only deemed approved if the Principal expressly declares this.

12. Limitation period

Insofar as no mandatory legal provisions exist and insofar as these Terms and Conditions do not provide for any other limitation periods, claims by the CP against the Principal will expire one year after the claim arises.

13. Insurance

13.1 If it is customary for the respective industry or field of activity, the CP will maintain the following insurance policies with renowned and financially strong insurance companies who are acceptable to the Principal: Professional liability insurance with a guarantee sum of €5 m for personal injury and property damage and a guaranteed amount of €1 m for damage and defects to/in buildings/equipment.

This insurance cover must be proven by means of a confirmation of insurance cover.

GENERAL TERMS AND CONDITIONS (GTC) – Purchasing (A)

13.2 The CP will inform the Principal within thirty (30) calendar days about the respective termination of, decision not to extend, or any material changes to the insurance conditions.

14. Intellectual property

Should services of the Principal (in whole or in part) lead to the creation of intellectual property, the Principal is fully entitled to these. Unless otherwise agreed, the Principal shall in this case grant the CP an exclusive, transferable, irrevocable and sublicensable right of use (licence), unlimited in time, place and subject matter, to use the work results produced under this contract. The Principal is also entitled to process, distribute, rent and lend, transmit wirelessly or by wire, perform, present and make available the work results in any manner currently available or available in the future and to use adaptations to the same extent. The granting of these licence rights is compensated with the agreed remuneration.

15. Severability clause

If individual provisions of these terms and conditions are invalid or unworkable, or if they become invalid or unworkable after the contract has been concluded, the effectiveness of the other provisions of these terms and conditions remain unaffected. The invalid or unworkable provisions shall be replaced by a valid and workable provision, whose effect comes closest to the objective intended in the terms and conditions through the invalid or unworkable provisions. This also applies in the case of the terms and conditions being proven to be incomplete.

16. Choice of law and jurisdiction

16.1 The contract and any disputes between the parties are governed by the law of the country (or state, whichever is relevant) in which the Principal's corporate seat is located, excluding conflicts of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods.

16.2 All disputes between the parties are exclusively subject to the jurisdiction of the courts with subject matter and geographical competence in Vienna. The Principal also reserves the right to exercise claims against the CP at the CP's business location or place of residence.