

# Sales and Delivery Terms and Conditions (TC) of LEGIONAER Design GmbH

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### 1. General

1.1. The present Terms of Sale and Delivery shall apply to all business relations of **LEGIONAER Design GmbH** („the Supplier”) with other companies („the Buyer”). The Supplier and the Buyer shall be jointly referred to as „the Parties”. In particular, the Supplier shall provide all supplies and services („the services”) to the Buyer exclusively on the basis of these Sales and Delivery Terms and Conditions, whether expressly referring to them in a specific case or not.

1.2. At the latest by issuing its declaration of agreement with the Supplier, the Buyer irrevocably accepts these General Terms of Sale and Delivery. No General Terms of Business of the Buyer shall become part of the contract, irrespective of whether the Buyer refers to them and irrespective of the time of receipt of such Buyer 's Terms at the Supplier. This especially also applies if the Supplier does not oppose any General Terms of Business of the Buyer or provides services unconditionally while being aware of Buyer 's deviating, opposing or supplementing General Terms of Business.

### 2. Conclusion of Contract

2.1. All quotations of the Supplier are without obligation and are subject to modification. Buyer 's orders not containing a deadline for acknowledgement shall bind the Buyer for at least four weeks.

2.2. Any contracts with the Supplier shall not become effective unless confirmed in writing and, respectively, until written acceptance and acknowledgement of the order by the Supplier („order acknowledgement”).

2.3. Any deviations in the order acknowledgement, or the documents referred to in it, in relation to any prior declarations by the parties shall be considered as accepted if the Buyer does not contradict the deviation in question expressly and in writing, within a reasonable period of time, latest within seven days from the receipt of the order acknowledgement. The Buyer shall have no right to contradict the applicability and validity of the present General Terms of Sale and Delivery.

### 3. Subject of the Delivery

3.1. The subject of the delivery („contract works”, „good/s” or „product”) shall be exclusively determined by the indications in the order acknowledgement and the documents referred to in it. Reference to external reference numbers shall be deemed as references to the corresponding products of the Supplier.

3.2. If, on account of the production process involved, it is impossible to delimit in advance a certain output quantity for the contract works, the Supplier shall be entitled to make excess or short deliveries. Similarly, in the event of individual or special fabrications or small-scale series, the Buyer shall buy the actual output as contract works.

3.3. The physical nature of the product to be delivered may include optical faults or shadows in the carbon sub layer used for manufacturing the product, or threads or fringes within other layers and ornaments. These circumstances, be it also such optical deviations from eventual displays of the product, are accepted in advance by the Buyer.

### 4. Industrial Property Rights, Secrety

4.1. The Supplier shall retain the industrial property rights and copyrights with regard to all documents, especially illustrations, design drawings, drawings, calculations and tem-plates /models("the documents") and all pieces of information on these documents or made available to the Buyer in any other manner ("the information"). Even if a supply or service is based on the Buyer 's specification or the Buyer contributes to it in any other manner, the rights of use shall be attributed fully and exclusively to the Supplier. The documents and information must not be passed on to any third party or put to any use beyond the concrete agreement without the prior express written consent of the Supplier.

4.2. Except where publicly known information or information that was rightfully obtained from third parties is concerned, the Buyer shall treat any of the Supplier's business information and

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know-how that has been disclosed to the Buyer or has otherwise come to his knowledge confidentially also after termination of the business relationship.

### 5. Remuneration and Terms of Payment

5.1. All prices quoted by the Supplier are subject to the legal value-added tax. The price lists are intended for information only and are non-binding. The exact payment terms and means of payment are defined in the ordering form to be sent to Supplier by email by Buyer.

5.2. The Supplier's prices are founded on the cost structure (consisting of the raw material, development, and production costs, wages and salaries, taxes, customs duties and other duties) at the time of order acknowledgement by the Supplier. If this cost structure changes by the time of the respective (partial) delivery by at least 10%, the price in question shall be adapted in accordance with the change in the cost structure.

5.3. The Buyer shall not be entitled to withhold any payments due to the Supplier.

5.4. The Buyer shall not be entitled to offset any claims against sums due to the Supplier except if such claims have been legally ascertained or have been expressly accepted by the Supplier in writing.

5.5. Payment by bill of exchange shall be accepted only on account of payment. The costs of discounting bills of exchange shall be borne by the Buyer .

### 6. Supply

6.1. The Supplier shall deliver the supplies ex works (EXW in accordance with Incoterms 2000).

6.2. Contracts entered into by the Supplier shall be deemed as transactions for delivery by a fixed date acc. to Article 919 of the (Austrian) General Civil Code only if this has been expressly agreed in writing. In addition, delivery periods and deadlines shall be binding on the Supplier only if the latter has expressly guaranteed these to the Buyer in writing. The delivery deadline shall be fixed in accordance with the plan agreed upon between the parties. If no guarantee or agreement has been made, SUPPLIER shall determine the date of delivery, otherwise a delivery term of 8 weeks shall apply. The agreement of a delivery deadline shall not, neither the applicability of the aforementioned 8 weeks' term, qualify the transaction to be a fixed date transaction. In the case of any delay in delivery, the Buyer shall not be entitled to assert any claim( such as also to withdraw from the agreement,) warranty, avoidance on account of mistake or compensation for damages.

6.3. The Supplier shall have the right to make partial deliveries. Refusal to accept the contract works shall not relieve the Buyer of his payment obligation.

6.4. Any delivery periods shall not start to run until the order acknowledgement is mailed by the Supplier. The delivery periods shall be suspended if the Supplier has not received all documents and pieces of information required for carrying out the contract or for such time as the Buyer fails to completely fulfil his obligation of participation.

6.5. If delivery is delayed for reasons beyond the Supplier's control - in particular, force majeure, measures of authorities, confiscation, natural disasters, unrest or war, transport disruptions, operational disruptions, work conflicts, unperformed or self-supply of the Supplier in contravention of the contract - the delivery period shall be extended (and/or the delivery deadlines shall be postponed) accordingly. If delivery is delayed by more than the duration of the original delivery period (respectively, the time between the order acknowledgement and the delivery deadline), each party shall be entitled to withdraw from the contract by giving express written notice within two weeks after expiry of the extension period, stating that it wishes to withdraw from the part of the delivery concerned.

6.6. If due to any legal provisions the Buyer has the right to withdraw from the contract on account of a delay on the part of the Supplier, this right shall be limited to the delayed part in the event of partial deliveries.

6.7. SUPPLIER must be notified in due time of particular wishes regarding dispatch, transport and transport insurance. Transport shall be made for the account and at the risk of the Buyer . Complaints

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in connection with the dispatch or transport of the products or the shipping documents at the place of destination must be addressed to the last haulier without delay.

If no special agreement has been made with regard to transport and packaging, then the transport shall be returned in the package in which the Product has been delivered by the Supplier once the order has been processed. In the case that the package cannot be used any longer, SUPPLIER shall make available another packaging, which will then be invoiced to the Buyer. SUPPLIER shall define the mode of transportation and the transport route without any separate agreement and with the exclusion of any liability. There shall be no obligation to choose the cheapest mode of transport. The goods shall be insured at the Buyer's request and at their expense.

### 7. Warranties

7.1. The warranty period shall be 12 months from the receipt of the goods.

7.2. Certain properties, features and possible uses of the contract works shall only be considered as having been warranted if represented expressly and in writing. In particular, the Supplier does not provide any warranty for any abilities and possible uses not expressly represented in writing. Warranties and representations of the Supplier, especially regarding properties, shall not be considered as guarantees (Article 880a, second half-sentence of the (Austrian) General Civil Code), except if otherwise agreed expressly in writing.

7.3. If the Supplier has to perform a warranty, he shall, at first, at his option, either remedy or replace the good concerned within reasonable time. Replaced objects shall become the Supplier's property and shall be returned to him. If no special agreement has been made with regard to transport and packaging, then the transport shall be returned in the package in which the Product has been delivered by the Supplier. In the case that the package cannot be used any longer, SUPPLIER shall make available another packaging, which will then be invoiced to the Buyer. SUPPLIER shall define the mode of transportation and the transport route without any separate agreement and with the exclusion of any liability. There shall be no obligation to choose the cheapest mode of transport. The goods shall be insured at the Buyer's request and at their expense. If the Supplier fails to remedy or replace the object in question or refuses to do so or if the object cannot be remedied and replaced, or if this entails considerable inconveniences for the Buyer or cannot be demanded of him due to cogent reasons related to the person of the Supplier, the Buyer may, at his option, request a reduction of the price, or, if the deficiency is not just a minor one, cancellation of the contract. In the event of contracts permitting partial deliveries, the right of cancellation is limited to the partial deliveries not yet performed properly. The Buyer shall relinquish the right of cancellation by selling, changing or processing the good while aware of its deficiency of the price, or, if the deficiency is not just a minor one, cancellation of the contract. In the event of contracts permitting partial deliveries, the right of cancellation is limited to the partial deliveries not yet performed properly. The Buyer shall relinquish the right of cancellation by selling, changing or processing the good while aware of its deficiency.

7.4. The assumption according to Article 924 of the (Austrian) General Civil Code is excluded.

7.5. The Buyer shall not have the right of recourse according to Article 933b of the (Austrian) General Civil Code.

### 8. Notice of Defects

8.1. Notice of any defects of the contract works shall be given expressly and in writing by the Buyer to the Seller within a reasonable period, in the event of obvious defects within seven days maximum from the receipt of the goods, and in the event of hidden defects, latest within seven days from detection. In the event of partial and successive deliveries, any defects in individual deliveries have to be notified separately. The notice of defects shall be considered as being too late if the Supplier can no longer verify the rejected good. From the time of detection of the deficiency, any sale, treatment or processing of the good is forbidden without the Supplier's prior express written consent, otherwise all claims shall be voided.

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8.2. The Buyer shall ensure that the notice of defects is actually served upon the Supplier and shall bear the onus of proof. Merely returning the goods shall not be considered as notice of defects.

8.3. The assertion of any claims for warranty, damages for the defect itself and based on an error as to the goods being free from defects is excluded if the notice of defects is not submitted in due time.

8.4. If the Buyer does not return the parts concerned by the notice of defects to the Supplier at his own cost and risk, the Supplier shall be given the opportunity to verify the alleged contract infringements on site. Neither the verification of the good nor the unconditional acceptance of returned goods shall constitute a waiver by the Supplier to object to the notice of defects being made too late or not made at all. The Buyer shall cooperate in the verification and removal of defects to the extent such cooperation can be reasonably expected from him and shall especially provide information. If after verification the Supplier does not accept the defects notified, the Buyer shall indemnify the Supplier for all costs connected with the verification.

### 9. Liability

9.1. The Supplier's liability shall be limited to cases of intentional or grossly negligent actions. The onus of proof of Seller's gross negligence shall rest with the Buyer. The Supplier shall not be liable for any consequential damage, financial losses, especially loss of profit, and damage from third-party claims against the Buyer. The limitation of liability shall not be applicable to personal injuries and the application area of the Product Liability Act.

9.2. Any and all claims of the Buyer, apart from those expressly referred to in these TC, irrespective of the legal grounds on which such claims may be based, in particular any claim for damages or withdrawal from the agreement not expressly mentioned, shall be excluded. Under no circumstances shall the Buyer be entitled to any compensation claim for any damage which was not caused to the processed Work or Product itself, such as loss of production, loss of use, loss of orders, loss of earnings or any other indirect or direct damage.

9.3. The Buyer shall hold SUPPLIER harmless from any and all non-contractual claims of third parties related to product liability. Recourse claims of the Buyer against SUPPLIER from the satisfaction of claims of third parties related to product liability shall be excluded.

9.4. The Buyer shall warrant that the contractual fulfilment of obligations on the basis of detailed specifications of the Buyer does not violate any industrial property right of third parties. SUPPLIER shall not be obliged to verify whether there are intangible rights of third parties in connection with the services owed or if such rights are violated. In the event of third party claims, the Buyer shall indemnify and hold SUPPLIER completely harmless.

9.5. The injured Buyer shall be obliged to provide evidence for the existence of any claim for damages. According to the agreement, claims for damages shall become time-barred after twelve (12) months of delivery.

### 10. Retention of Title

10.1. We reserve the right to retain title to the goods sold until payment in full of all of our pending and future claims from the purchase agreement and a continuing business relationship (secured claims).

10.2. Those goods subject to the retention of title may not be pledged to third parties or assigned as collateral security prior to payment in full of the secured claims. The Buyer must notify us immediately in writing if and to what extent third parties gained access to the goods belonging to us.

10.3. If the Buyer acts in violation of the contract, specifically if it defaults on payment of the purchase price owed, then as provided by law, we are entitled to rescind the contract and demand surrender of the retained goods by virtue of the rights of retention and rescission. If the Buyer fails to pay the purchase price owed, then we may only assert these rights if we have

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previously set a reasonable grace period for the Buyer, to no avail, or if the grant of such grace period is superfluous according to statutory provisions.

10.4. The Buyer is authorized to re-sell and/or process those goods subject to the right of retention during the regular course of business. In this case, the following supplemental conditions shall apply:

(a) The right of retention extends to the full value of those products resulting from the processing, mixing, or joining our goods, for which we shall be deemed manufacturer. If third party rights of title survive with the processing, mixing or joining of their goods, then we shall acquire co-ownership in relation to the invoice values of the processed, mixed or joined goods. Otherwise, the same condition applies to the resulting products as to the supplied goods that are subject to the right of retention.

(b) The Buyer does hereby assign, in their entirety or in the amount of any of our co-ownership share, those claims against third parties that arise from the further sale of the goods or of the products, pursuant to the preceding section on security. We hereby accept this assignment. The Buyer obligations enumerated under paragraph 2 above also apply with regard to the assigned claims.

(c) The Buyer remains entitled to the collection of claims, in addition to us. We covenant and agree not to collect the claim, as long as the Buyer satisfies its payment obligations to us, does not go into default, no petition to initiate bankruptcy proceedings are filed and no other defect to its performance capacity exists. However, if this is the case, then we may demand that the Buyer discloses the assigned claims and their debtors, issues all information required for collection of said claims, hands over the associated documentation and notifies the debtors (third parties) of this assignment.

(d) If the realizable value of the securities exceeds our claims by more than 10%, then we will release the securities of our choice upon the Buyer's request.

### 11. Supplier's Right of Termination

11.1. If the Buyer fails to fulfil certain essential obligations resulting from the Contract – especially, payment of the purchase price, or default in fulfilling the cooperative actions required from the Buyer to enable the Supplier to perform the contract - the Supplier shall be entitled to terminate the contract upon expiry of a reasonable grace period (in any case, not exceeding two weeks time) for the Buyer's performance.

11.2. If after concluding the contract it becomes evident that the payment claim of the Supplier is jeopardized because the Buyer lacks the appropriate means of performance, especially due to his poor financial situation, the Supplier may refuse to carry out the service and fix a reasonable time limit for the Buyer to perform against concurrent delivery or to provide securities. If the Buyer declines this or the time limit expires without avail, the Supplier shall have the right to terminate the contract and claim damages.

11.3. The Supplier shall have the right to terminate the contract for good cause. Such good cause shall especially be bankruptcy proceedings, composition or other insolvency proceedings being opened against the Buyer's assets or not being opened due to a lack of sufficient assets to cover the costs.

### 12. Place of Jurisdiction and Applicable Law

12.1. The contract shall be subject to the material laws of Austria, excluding the choice of law standards under international private law, of the Rome Convention and the United Nations Convention on Contracts for the International Sale of Goods.

12.2. Depending on the value and issue at dispute, the district court of Gänserndorf and/or the regional court of Korneuburg, Austria, shall be agreed upon as being competent.

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### 13. Miscellaneous

13.1. Any of the legal remedies granted to SUPPLIER within the framework of the TC shall be cumulative and shall be of equal rank and be applicable alongside and in addition to other statutorily granted rights, legal remedies and rights of appeal.

13.2. The Buyer shall accept that their personal and business-related data as well as any data related to the business relationships with SUPPLIER will be stored on data carriers. Any and all data shall exclusively be stored with SUPPLIER internally and exclusively used by them internally. The Buyer shall have the right to revoke permission for this storage.

13.3. If any of the clauses of the present TC is ineffective, invalid or unenforceable, this shall not affect the effectiveness, validity or enforceability of the other clauses. In such a case the clause concerned shall be replaced by a clause that corresponds to the original economic result as closely as possible and is not ineffective, invalid or unenforceable.

**LEGIONAER Design GmbH**  
**Gut Zuckermantelhof**  
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**AUSTRIA**

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### I. General Provisions

1. In these General Terms and Conditions („TC“), the parties will be referred to as "LEGIONAER" and "the Buyer".

The TC shall be applicable to all business transactions between LEGIONAER and the Buyer. The Buyer shall accept the TC also for subsequent orders since they already know these TC at the time such subsequent contracts are concluded. In the event that the TC for subsequent orders change, LEGIONAER shall inform the Buyer accordingly.

Deviating terms and conditions of the Buyer shall only be valid to the extent that the management of LEGIONAER explicitly accepts them in writing, even if such terms and conditions are part of the Buyer's TC and the Buyer explicitly objects again in writing against their applicability before the respective order is placed. Any and all agreements and legally relevant declarations made by the contracting parties shall only be valid if made in written form.

2. In the event that any provision of the General Terms and Provisions turns out to be invalid either in whole or in part, this shall not affect the validity of the remaining provisions. In such case, the contracting parties shall replace the invalid provision by another agreement which comes closest to the legal and economic purpose pursued by such invalid provision.

3. The information and data contained in the leaflets, price lists, advertisements etc. shall be binding only to the extent that they have expressly been agreed upon in writing in an agreement.

4. The subject matter of the agreement shall be the work (hereinafter referred to as "the Work") or product („the Product“/or „the Delivery“) to be provided by LEGIONAER for the Buyer in accordance with the technical specifications agreed upon.

### II. Placing of Orders

The order confirmation must include all important information for LEGIONAER, such as article designation, quantity, dimensions, material reference number, any pre-treatment process as well as requirements regarding coating or abrasive areas. LEGIONAER must be informed in due time of any modification regarding the material composition and/or any possible pre-treatment. LEGIONAER shall be entitled to obtain any additional information they consider necessary from the Buyer with regard to the proper treatment of the goods.

### III. Foreign Trade

The Buyer is obligated to inform LEGIONAER of any goods-related restrictions on exports (re-exports) of the delivered goods (merchandise, technology, software) according to Austrian, European and USA export and customs regulations as well as the export and customs regulations of the country of origin of the goods. In this regard, the Buyer must provide the information, on the individual merchandise items relevant according thereto in all correspondence (queries, orders, etc.) The Buyer is furthermore obligated to communicate all additional foreign trade data in writing upon request of LEGIONAER, as well as to report changes in the present data without being requested to do so. The legally binding acceptance of re-export restrictions (e.g. with reference to existing/issued export licences and re-export restrictions contained therein or based on License Exceptions according to the EAR which are already in use) is restricted to goods for which an export licence is required from the viewpoint of the country of delivery and which are also marked accordingly in the delivery papers and in regard to which, moreover, the Buyer expressly points this out to us in the

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query, order and delivery note. Buyer s based in the EU are obligated to submit to LEGIONAER, upon a request to this effect, the original of the supplier's declaration for merchandise having the character of preferential origin according to ordinance (EC) No. 1207/2001 in the respective currently valid version. Should the Buyer fail to fulfil this obligation or if his declaration does not comply with the legal regulations, then the Buyer shall hold LEGIONAER free and harmless for all disadvantageous consequences resulting therefrom.

### IV. Scope of Services and Deliveries – Prices

1. The services and deliveries of LEGIONAER shall be listed exhaustively in the order. Services that turn out to be essential within the course of order processing and are not included in the order shall be invoiced separately.

An appropriate price adjustment shall be made in case that changes occur with regard to the nature and scope of the services or deliveries stated on the order were subject to any modification.

In the case that such additional services, e.g. special pre-treatment processes or special fixtures, turn out to be necessary before processing takes place, then LEGIONAER shall inform the Buyer of the respective additional costs before such additional services are executed. If the necessity of such additional services becomes obvious only during execution of the service, such services shall be rendered and invoiced separately even without notification of the Buyer . The Buyer shall acknowledge the claim of LEGIONAER, provided that the Buyer does not immediately contradict in writing against such claim.

2. The prices shall be ex works in accordance with INCOTERMS 2010, without VAT and packaging, payable without any deduction, provided that the VAT has not been shown explicitly on the invoice. All types of taxes, levies, fees, customs duties and the like that are charged in connection with the agreement must be borne by the Buyer or have to be reimbursed to LEGIONAER upon corresponding proof, provided that LEGIONAER has been made liable to pay such charges.

### V. Modifications after Placement of the Order

If the Buyer has placed the order with LEGIONAER, the Buyer shall be irrevocably bound to such order. However,

each of the parties shall be entitled to propose any modification to the Work or Product. Such proposals must be submitted in writing to the respective other party. The parties shall be obliged to provide any information regarding the impacts to be expected in view of the price, the quantities and the delivery schedule. The other party shall submit its written comments to such modifications without delay. Modifications to the specifications agreed upon or the nature of the execution of the Work or Product or other contractual provisions shall require the written consent of LEGIONAER in order to become valid. LEGIONAER reserves the right to perform any amendment to the form and execution to the extent that this does not have any negative impact on the service agreed upon. Mere typing or calculation errors may be corrected by LEGIONAER at any time.

### VI. Delivery

1. The Buyer shall deliver the Material without delay and shall mark it by appropriate means. Upon delivery, the Buyer shall indicate quantity, designation and value of the goods on an accompanying document (delivery note). The information to be provided for all deliveries is unit price and overall value, number of items of packaging, gross and net weight, country of origin of the goods, mode of transportation upon delivery and desired mode of transportation for return. LEGIONAER reserves the right to return any delivery that is not in compliance with these requirements and invoicing the costs of such return. However, this shall not affect the validity of the agreement.

2. As soon as their business operations allow it to do so, LEGIONAER shall be obliged to carry out a visual inspection of the Material without using special technical devices and, in the case of orders with several items, to carry out such inspection on a random basis. LEGIONAER shall inform the

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Buyer without delay of any defect, damage or short delivery of the Material that has been observed within the framework of such control. LEGIONAER shall neither be obliged to check the Material for its suitability, nor will LEGIONAER accept any liability for the properties of the Material handed over during its processing.

LEGIONAER shall neither have any obligation to check the Material for its suitability for the provision of services, nor shall they be obliged to verify the correctness of the information and data made available.

3. If, during the performance of the agreement, LEGIONAER observes any defect to the products that results from defective moulds, tools and pieces of equipment or defective material made available by the Buyer or errors or omissions in the technical documents and information made available by the Buyer, LEGIONAER shall inform the Buyer accordingly without delay. The Buyer shall then be obliged to correct such errors and omissions. Any additional costs caused in this regard shall be borne by the Buyer.

4. The Buyer shall ensure that the Material to be processed will withstand the stress caused by such processing.

5. The Material and the goods shall be the property of the Buyer, who shall also bear the risk for such goods. LEGIONAER shall bear the costs of storage of the Material handed over to them, unless the Buyer is in default of acceptance.

6. The delivered Material must be in such a condition that it is ready for coating and fulfil the following requirements:

a. Metallic material, such as high-speed work steels, hot and cold work steels, corrosion-resistant steels, tempered steels, hard metals are suitable for coating.

b. Surfaces that may not be coated are to be indicated in the delivery documents.

c. The Material may neither be stuck, nor pressed, together.

d. The surfaces must be metallically bright.. Grinded surfaces must be free of grinding tracks, oxide skins and new hardness zones. The Material must be free of stains and dirt.

7. The Material handed over for grinding purposes must be suitable for being processed.

LEGIONAER shall carry out an optical check of the Material without using any device for closer inspection. LEGIONAER shall not be obliged to verify the correctness of the information or the data obtained by them.

8. The Material must be packaged in such a way that it cannot be damaged by any external or mutual influences. The packaging should also be suitable for the return transportation. Gloss polished surfaces should preferably be covered with a thick foil. Soft, abrasive materials, such as cotton, paper or foam, are not recommended.

### VII. Acceptance Tests

LEGIONAER shall document both the coating process and the examination of the specimen. There will not be a separate examination of the product.

### VIII. Delivery Deadlines

1. The delivery deadline shall be fixed in accordance with the plan agreed upon between the parties. The delivery deadline shall begin no earlier than on the date on which LEGIONAER receives the Material and has been provided with the necessary technical documentation. If no agreement has been made, LEGIONAER shall determine the date of delivery, other wise delivery term of 8 weeks shall apply. The agreement of a delivery deadline shall not, neither the applicability of the aforementioned 8 weeks' term, qualify the transaction to be a fixed date transaction. In the case of any delay in delivery, the Buyer shall not be entitled to assert any claim (such as also to withdraw from the agreement,) warranty, avoidance on account of mistake or compensation for damages.

2. The delivery deadline shall be extended accordingly if a modification of the agreement is agreed upon or if obstacles arise after the order has been placed, irrespective of whether such obstacles arise on the part of LEGIONAER, the Buyer or a third party. As soon as the circumstances impeding

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delivery cease to exist, the delivery period shall commence anew. In the event that the obstacle is caused by the Buyer or a third party, and if, due to the time delay resulting from such obstacle, LEGIONAER is not able to perform delivery within the delivery deadline agreed upon, calculated to run from the removal of such obstacle, then LEGIONAER shall be entitled to specify a new subsequent delivery date at their own discretion or to choose to withdraw from the agreement either in whole or with regard to the part not yet performed without setting a period of grace. In the latter case, both the labour costs already incurred and any and all expenses incurred by LEGIONAER are to be reimbursed. The withdrawal shall become legally effective by means of a unilateral declaration on the part of LEGIONAER.

3. In the case of any delay, LEGIONAER shall store any kind of material and all goods in their possession. The Buyer shall reimburse to LEGIONAER the costs for storage, handling and any insurance for Material and goods etc. caused in this regard and incurred by LEGIONAER due to such delay. Costs of storage at market conditions shall be reimbursed to LEGIONAER even in the case of storage on their own business premises.

4. The risk shall at no time be transferred to LEGIONAER. The property of the Material to be processed shall remain with the Buyer .

5. In the event that the Buyer is in default of acceptance or if they culpably violate any other right of participation, then LEGIONAER shall be entitled to demand compensation for any damage incurred in this regard, including any possible extra expense. Any further claim shall remain reserved.

6. Partial deliveries shall be permitted and may not be rejected by the Buyer , unless otherwise agreed upon in writing.

7. If any insolvency proceeding is initiated against the Buyer or if any opening of such proceeding is rejected due to lack of assets, LEGIONAER shall not be bound to any delivery deadline and shall be further entitled to exploit the Material at their own discretion without setting a period of grace and regardless of whether or not the Material has already been processed or transformed. In such case, the Buyer waives the right to assert any claim to the amount of the sales proceeds. The sales proceeds shall be set off against the outstanding receivables of LEGIONAER, including expenses to be remunerated for the exploitation, and the surplus amount shall be transferred to the Buyer . If the Material is not usable, LEGIONAER shall have the choice to take ownership of such Material without compensation, request the Buyer collecting it, and send the Material back to the Buyer at the Buyer 's expense or to dispose of it. Buyer shall be informed of the individual steps.

### IX. Warranty

1. Complaints must be subject to evidence on the part of the Buyer and shown to LEGIONAER. The Buyer shall thoroughly examine the delivery for defects immediately after receipt. Obvious defects must be notified without delay by stating the detailed nature of such defect; hidden defects must be notified immediately after discovery. If the Buyer is an entrepreneur, the contracting parties shall agree upon an absolute period of limitation for warranty claims of one (1) year after transfer of the Work or Product, thus from the date of handover to the Buyer on the business premises of LEGIONAER and/or transport from receipt of the Work or Product at the Buyer 's address. If a defect is discovered, the Buyer shall be obliged to accept the delivery for the time being, to store it appropriately and to immediately cease any use of the Material. The Buyer must give LEGIONAER the opportunity to check the delivery, with LEGIONAER having the choice to request such examination on the Buyer 's premises or on their own business premises.

2. The Buyer shall not be entitled to any price reduction, but shall have the right to have the product repaired to the extent that this is technically feasible. If it is not technically feasible to repair the defective product, it shall be decoated and/or reground by LEGIONAER free of charge. If this is not possible and/or if the Material has been damaged by such processing, LEGIONAER shall reimburse to the Buyer no more than twice the value of the coating and/or order value of such grinding. If the coating and grinding work was commissioned as one order, and if it is not possible to repair such defect, the order value shall be reimbursed. If it is an advantage for the Buyer to coat the product

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despite defective grinding or to grind the product despite defective coating, only such part of the order value that has not been properly fulfilled shall be reimbursed to the Buyer . LEGIONAER shall seek to settle such cases in a way that is favourable to the Buyer .

If the coating and/or grinding order is not properly fulfilled due to circumstances for which the Buyer is responsible, LEGIONAER shall have the right to receive the amount(s) invoiced in this regard.

3. Any other warranty claim shall be excluded.

4. If any product is further processed by the Buyer or any third party after completion of the coating and/or grinding work, then the warranty obligation shall cease to exist and no compensation for damages shall be paid in this case.

5. The liability for consequential damage shall be explicitly excluded for any conceivable case. Labour expenditure or costs of material for any disassembly or exchange shall not be remunerated by LEGIONAER, neither in case of compensation for damages nor in case of warranty.

6. Improper or inappropriate use, assembly, commissioning or storage of the Material processed by LEGIONAER, as well as any natural exploitation or improper maintenance shall exclude any and all claims for compensation on the part of the Buyer .

7. As regards materials or goods purchased by LEGIONAER from suppliers, LEGIONAER shall only provide a guarantee within the framework of the warranty claims to which they are entitled against such supplier.

#### X. Liability

1. The liability of LEGIONAER shall be excluded for any and all differences and damage resulting from late, unnecessary, incomplete or incorrect information or treatment specifications deemed improper or regarded by LEGIONAER as being unsuitable, in particular in the case that the Material handed over is not in compliance with the requirements necessary for the coating and/or any grinding of the same, as stated above.

The liability of LEGIONAER for any damage resulting from the unsuitable quality of the Material handed over, such as the existence of material defects, residues from processing or other foreign objects, manufacturing defects, improper heat treatment, rust stains, irremovable residues, soldering joints, reduced corrosion resistance caused by such coating in the case of stainless steels etc. is excluded.

2. LEGIONAER shall not accept any liability for losses, delays in delivery, confusion etc. caused as a result of the imprecise labelling of the Material on the part of the Buyer , the forwarder or any customs office. LEGIONAER shall likewise disclaim any liability for any and all damage resulting from the storage of the goods despite all reasonable diligence.

3. Subject to any wilful misconduct, LEGIONAER shall not be liable for losses in quality, dimensional differences, changes regarding the surface roughness and damage during processing of the Material, the pre-treatment of which was carried out by LEGIONAER, and, furthermore, for individual minor faults, damage or stains outside the functional areas, for minor colour deviations, as well as the resistance of the colour of delivered products, nor for defects resulting directly or indirectly from the fact that the Material delivered for processing purposes had been subject to improper surface processing methods on the part of LEGIONAER. LEGIONAER shall not assume any responsibility for the observance of specified dimensions.

4. As regards claims of the Buyer due to inadequate advise and the like or due to any violation of any possible ancillary obligation, LEGIONAER shall only be liable in case of intent.

5. Any and all claims of the Buyer , apart from those expressly referred to in these TC, irrespective of the legal grounds on which such claims may be based, in particular any claim for damages or withdrawal from the agreement not expressly mentioned, shall be excluded. Under no circumstances shall the Buyer be entitled to any compensation claim for any damage which was not caused to the processed Work or Product itself, such as loss of production, loss of use, loss of orders, loss of earnings or any other indirect or direct damage.

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6. The Buyer shall hold LEGIONAER harmless from any and all non-contractual claims of third parties related to product liability. Recourse claims of the Buyer against LEGIONAER from the satisfaction of claims of third parties related to product liability shall be excluded.
7. The Buyer shall warrant that the contractual fulfilment of obligations on the basis of detailed specifications of the Buyer does not violate any industrial property right of third parties. LEGIONAER shall not be obliged to verify whether there are intangible rights of third parties in connection with the services owed or if such rights are violated. In the event of third party claims, the Buyer shall indemnify and hold LEGIONAER completely harmless.
8. The injured Buyer shall be obliged to provide evidence for the existence of any claim for damages. According to the agreement, claims for damages shall become time-barred after twelve (12) months.
9. If the Buyer is a consumer, they shall be entitled to the warranty and compensation claims with the corresponding deadlines that are not subject to dispositive law.

#### XI. Limitation of Liability

If LEGIONAER is obliged to pay compensation, such compensation shall be limited to an amount of no more than twice the coating value or the order value.

#### XII. Packaging and Transport

LEGIONAER must be notified in due time of particular wishes regarding dispatch, transport and transport insurance. Transport shall be made for the account and at the risk of the Buyer. Complaints in connection with the dispatch or transport of the products or the shipping documents at the place of destination must be addressed to the last haulier without delay.

If no special agreement has been made with regard to transport and packaging, then the transport shall be returned in the package in which the Material has been delivered by the Buyer once the order has been processed. In the case that the package cannot be used any longer, LEGIONAER shall make available another packaging, which will then be invoiced to the Buyer. LEGIONAER shall define the mode of transportation and the transport route without any separate agreement and with the exclusion of any liability. There shall be no obligation to choose the cheapest mode of transport. The goods shall be insured at the Buyer's request and at their expense.

#### XIII. Payment Terms

1. Payment is to be made in accordance with the contractual agreements and/or, in the case of deviations within the course of the performance of services, in accordance with the invoice. The payment obligation shall be deemed to be fulfilled once the entire amount requested has been paid out to LEGIONAER. Advance payments shall not be subject to any interest payment. The payment dates agreed upon shall remain unchanged even in the case of any delay in delivery for which LEGIONAER is not responsible. If the Buyer does not comply with the payment terms agreed upon, LEGIONAER shall be entitled to charge default interest in the amount of 10% without a separate reminder and, if a reminder is sent, the costs of such reminder including the fees for legal representatives as well as litigation costs, if applicable.

LEGIONAER reserves the right to also credit incoming payments to possible several accounts receivable at their own discretion—irrespective of any endorsement to the contrary of the Buyer.

2. In case of delayed payments, LEGIONAER may, after prior written notification to the Buyer, suspend the fulfilment of the agreement and retain Material and products, mould, tools and pieces of equipment etc. in their possession until receipt of such payments. The Buyer shall bear the risk of any damage or loss to the goods subject to a right of retention, as well as the additional costs arising therefrom. Moreover, they shall explicitly agree that LEGIONAER may independently exploit the goods subject to a right of retention at the earliest after a period of four (4) weeks from such default in payment and notification to the Buyer—but also without the Buyer's consent—irrespective of whether or not the Material has already been processed or transformed. The sales proceeds shall be set off against any and all outstanding receivables of LEGIONAER, even if they refer to another

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business transaction, including the expense to be remunerated for the exploitation, and the surplus amount shall be transferred to the Buyer . If disproportionately high effort and expense are to be expected for the exploitation with regard to the market value of the Material, LEGIONAER shall be entitled to choose to either take ownership of such Material without compensation, to dispose of it or to deliver it to the Buyer 's address.

3. The Buyer shall not be entitled to any compensation with counterclaims.

4. Payment by bill of exchange or cheque shall be accepted only on account of payment. The costs of discounting and collection shall be borne by the Buyer .

5. The Buyer shall be entitled to rights of set-off only if their counter-claims have been established by force of law, are undisputed or have been acknowledged by LEGIONAER. The Buyer shall not be entitled to retain any payment, not even after transmission of a notice of defects.

#### XIV. Assumption of Risks

The Material delivered by the Buyer to LEGIONAER including any tools, technical documentation etc. made available to them shall remain the property of the Buyer . A transfer of risk to LEGIONAER shall not take place. The risk of the Material being processed and of the finished product shall be borne by the Buyer .

In the case of any deviating written agreement, the benefit and risk shall pass to the Buyer once the Work or Product leaves the premises of LEGIONAER and enters the premises of the Buyer at the latest.

#### XV. Place of Jurisdiction and Applicable Law

The legal relationship shall exclusively be subject to Austrian law. Depending on the value at dispute, the district court of Bruck an der Mur and/or the regional court of Leoben, Austria, shall be agreed upon as being locally competent.

#### XVI. Miscellaneous

1. Any of the legal remedies granted to LEGIONAER within the framework of the TC shall be cumulative and shall be of equal rank and be applicable alongside and in addition to other statutorily granted rights, legal remedies and rights of appeal.

2. The Buyer shall accept that their personal and business-related data as well as any data related to the business relationships with LEGIONAER will be stored on data carriers. Any and all data shall exclusively be stored with LEGIONAER internally and exclusively used by them internally. The Buyer shall have the right to revoke permission for this storage.

LEGIONAER Design GmbH

P.O.Box 18

2230 Gänserndorf

Register: FN ..... LG Korneuburg VAT ID: ATU .....

Bank coordinates:

IBAN: AT..... SWIFT(BIC): .....

DVR:

ARA license number:

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