

General Terms and Conditions of Sale and Delivery ("GTCSL") of Lascom Laser GmbH

Version of January 2022

I. GENERAL SECTION

1. SCOPE

- 1.1. These GTCSL shall apply to all contractual agreements or deliveries and services in respect of machines, software licenses and software services between Lascom Laser GmbH (hereinafter "LASCOM" or the "Contractor") and the buyer (hereinafter the "Principal").
- 1.2. Conflicting or divergent conditions of the Principal shall be applicable only insofar as the Contractor shall have expressly approved them in writing.
- 1.3. In the instance of an ongoing business relationship, the GTCSL shall apply even if not specifically referenced.

2. CONTRACTUAL CONCLUSION

- 2.1. A contractual agreement shall be established only upon written confirmation of the order or quotation that is countersigned by the Principal.
- 2.2. Amendments and supplements to a contractual agreement shall be required to be confirmed in writing by the Contractor if they are to assume validity.
- 2.3. Cancellations and suspensions of contractual agreements are possible only when effected consensually. Any costs incurred shall be borne by the Principal.

3. TERMS OF DELIVERY AND PACKAGING

- 3.1. Unless otherwise covenanted, the equipment shall be deemed sold "Free Carrier" (FCA) Roseggerstraße 58, 4020 Linz, Austria (Incoterms 2010).
- 3.2. In the absence of any agreement to the contrary packaging is effected in line with standard trading norms so as to avoid damage to the equipment en route to the stipulated destination point under normal transportation conditions. Packaging is taken back only if this is covenanted in writing.

4. DELIVERY PERIOD

- 4.1. In the absence of any deviating written provisions, the delivery period shall commence upon occurrence of the last of the following dates:
 - a) the date upon which the confirmation of the order is signed by the Principal and the Contractor;
 - b) the date upon which the technical, commercial, financial and other obligations incumbent upon the Principal are fulfilled;
 - c) the date upon which the Contractor receives an advance payment due and/or a payment security instrument favoring the Contractor and to be rendered by the Principal is issued.
- 4.2. In the instance of demonstrably culpable delay in delivery on the part of the Contractor, after a grace period of four (4) weeks, the Principal may demand a one-time penalty for delay amounting to 0.5% of the price of the equipment delivered on a delayed basis for each further whole week of delay, but no more than 5% of the price. This contractual penalty shall be deemed to constitute a fixed-fee compensation for damages, to the exclusion of other claims of the Principal against the Contractor arising from delay. The Principal shall not be entitled to assert the aforesaid penalty for delay if the installation is completed in a timely manner despite the preceding delay in delivery.
- 4.3. In the event that the Principal fails to accept the equipment provided in accordance with the terms of the contractual agreement at the place or time covenanted, and if the delay is not attributable to an action or a failure to take action on the part of the Contractor, the Contractor may either demand performance or, after setting a grace period, may wholly or partially withdraw from the contractual agreement and demand compensation for damages.

5. PRICES

Unless otherwise covenanted in writing, prices shall be Ex Works (EXW) of the Contractor (in accordance with Incoterms 2010) exclusive of loading charges, taxes, customs duties, fees and levies. Unless expressly covenanted otherwise, costs of dispatch, packaging and delivery, assembly, training, travel, and customer services shall be calculated separately.

6. PAYMENT

- 6.1. In the event that no Terms of Payment shall have been covenanted, one third of the price shall be due upon signing of the contractual agreement, one third once half the delivery time has passed and the remainder upon delivery. Independent of this, value added tax contained within the invoice is in any case to be paid no later than thirty (30) days after submission of the invoice. Payment shall be deemed to have been remitted on the day on which the Contractor can dispose of the purchase price or portions thereof.
- 6.2. The place of performance for delivery and payment shall be the location of the registered office of the Contractor even if handover is effected at a different location under the terms of the contractual agreement.
- 6.3. The Contractor shall nevertheless remain entitled to restrict the performance of the equipment for the period of delay and to suspend the provision of spare parts and of servicing and maintenance services to the Principal.

7. RETENTION OF TITLE

- 7.1. The delivery item shall remain in the ownership of the Contractor until full payment has been effected of all presently existing and outstanding claims arising from the business relationship. Default of payment shall entitle the Contractor to collect or to refrain from delivering the delivery item.
- 7.2. If the delivery item is sold by the Principal to a third party, the Principal herewith already now assigns all claims against such third party to the Contractor. The Contractor herewith accepts the assignment.
- 7.3. The Principal shall be required to store and use the delivery item in a proper fashion, to carry out all scheduled maintenance tasks and to insure it against theft, breakage, fire damage, water damage and other damage in accordance with handling practices customary among companies. Insurance claims shall be deemed to have been ceded to the Contractor in the amount equating to the value of the equipment.

8. WARRANTY

WARRANTY FOR MACHINERY

- 8.1. Notification of any defects has to be effected by the Principal without delay in writing, and in any case within seven (7) days following delivery. In the event that the Principal omits to do this, the equipment shall be deemed to have been accepted. This also applies for hidden defects unless the Principal provides notification in writing within seven (7) days following identification thereof
- 8.2. Parts subject to wear and tear, and insignificant defects that have no immediate and notable effect on the functioning of the equipment, e.g. visual defects, are excluded from the warranty.
- 8.3. The warranty period shall be twelve (12) months or 2400 hours of operation, whichever occurs first, and shall commence (i) upon delivery or upon delivery plus installation following conclusion of installation (notice of completion of the Contractor), or (ii) following acceptance of the delivery or delivery plus installation if acceptance has been agreed, unless otherwise covenanted in writing. In the event that installation of the equipment is delayed for longer than three (3) months vis-à-vis the scheduled time for

reasons that are not attributable to the Contractor, the warranty shall conclude no later than twelve (12) months after the transfer of risk.

- 8.4. The legal presumption of Section 924 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB) is excluded.
- 8.5. The Contractor shall furthermore not be obligated to undertake a warranty if there is a default of payment.

WARRANTY FOR SOFTWARE

- 8.6. The Contractor warrants compliance of the software with the software specifications and the contractually covenanted modifications. The Contractor further warrants that the programs have been formulated with due care and expertise. Nevertheless, consistent with the current state of the art, the presence of software defects and malfunctions is not ruled out and, therefore, uninterrupted and error-free operation cannot be guaranteed.
- 8.7. The Contractor shall not be liable for claims that are attributable to the use of software that is not current or modified, insofar as these could have been avoided by using the released, current version.
- 8.8. The Contractor does not warrant that the software program functions meet the requirements of the Principal unless this has been expressly covenanted in the contractual agreement.
- 8.9. The warranty shall be excluded if an error is attributable to the Principal or a third party modifying, inappropriately using or adjusting the software without the consent of the Contractor. The Principal shall be obligated to inspect the software immediately upon handover thereof for defects or incorrect deliveries. Complaints in this regard are to be notified by the Principal immediately in writing, providing specifics and details. Hidden defects that cannot be identified even upon careful inspection are to be notified by the Principal in writing immediately upon their identification, and in any case within seven (7) days following identification thereof and prior to expiry of the warranty period, providing specifics and details.
- 8.10. The warranty period shall commence on the date of installation of the software and shall amount to ninety (90) days.

9. LIABILITY

- 9.1. With regard to liability the reversal of burden of proof set forth in Section 1298 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB) is expressly excluded.
- 9.2. Under no circumstances shall the Contractor be liable for lost profit, production downtime, stoppages, loss of earnings, loss of orders, data loss and other indirect and/or consequential damage, irrespective of their legal substantiation.
- 9.3. The total liability of the Contractor arising from or in connection with the contractual agreement or deliveries and services relating to machinery, software and services amounts to an aggregate limited to 10% of the contractual price.
- 9.4. The total liability of the Contractor arising from or in connection with servicing and maintenance is limited to 10% of the annual maintenance fee.
- 9.5. All claims of the Principal against the Contractor are definitely regulated in this contractual agreement. Claims on the part of the Principal in excess of this are excluded.
- 9.6. The liability provisions specified shall also apply in favour of affiliated LASCOS companies, sub-contractors, licensors and vicarious agents of the Contractor.
- 9.7. All exclusions and restrictions of liability are effective and to be interpreted to the maximum extent legally allowed.

10. INDIVIDUAL RESPONSIBILITY AND OBLIGATIONS OF COOPERATION

- 10.1. All services or the scope thereof that are/is not expressly covenanted in writing between the Contractor and the Principal, are not included in the contract and the Principal shall not be entitled to demand these and shall itself be responsible for them.
- 10.2. In the event that the Contractor renders services which require the cooperation of the Principal, the Principal expresses its consent to meet his obligation of cooperation. In the event that the Principal shall fail to cooperate (e.g. by way of training, split-scope obligations), the Principal shall be deemed to be in culpable breach and shall indemnify the Contractor and hold the

Contractor harmless, and the services rendered and provided by the Contractor shall be deemed to have been accepted.

11. FORCE MAJEURE

- 11.1. The Parties shall be released from effecting performance in accordance with contractually covenanted timelines if they are hindered from doing so by occurrences of events that are unforeseeable by the Parties and which the Parties cannot avoid ("Force Majeure").
- 11.2. Deadlines or timelines that cannot be observed on grounds of Force Majeure shall be extended by the duration of the ramifications of the occurrence of Force Majeure.
- 11.3. If an instance of Force Majeure spans a period in more than four (4) weeks, the Principal and the Contractor shall endeavor to regulate the processing-specific and technical ramifications. In the event that this is not possible, the Contractor may withdraw from the contractual agreement in whole or in part.

12. DATA PROTECTION AND CONFIDENTIALITY

- 12.1. The Contractor and its affiliated companies shall be entitled to process and store personal data of the Principal in accordance with the Austrian and European laws in force. Details can be found in our Privacy Policy under the following link: <https://www.lascomlaser.com/meta/privacy-policy/>.
- 12.2. The Principal shall be obligated to maintain secrecy in respect of all data and information received from the Contractor or to which it is provided access, to use them solely for purposes that are contractually covenanted and to refrain from sharing them with third parties without the prior, written consent of the Contractor.

13. STATUTE OF LIMITATIONS

Insofar as no shorter period of limitations is statutorily defined, all claims of the Principal shall come under the statute of limitations twelve (12) months after the transfer of risk. This shall not apply insofar as the law mandatorily prescribes longer timelines.

14. SEVERABILITY CLAUSE

In the event that a provision within these Terms and Conditions or within this contractual agreement shall be or shall become invalid, impracticable, ineffective or void, the validity of the remaining provisions shall remain unaffected thereby. In such an instance, the invalid, impracticable, ineffective or void provision is to be directly replaced by a valid, practicable and effective one that most closely approximates it in commercial terms.

15. PLACE OF JURISDICTION AND APPLICABLE LAW

- 15.1. All disputes arising from or relating to the contractual agreement concluded under these Terms and Conditions are to be definitively decided in accordance with the Rules of Arbitration and Conciliation of the International Arbitral Tribunal of the Austrian Chamber of Commerce in Vienna (Vienna Rules) by one or more arbitrators appointed in accordance with these Rules. The seat of the Arbitral Tribunal is Vienna. The language of the arbitration proceedings is German.
- 15.2. However, the Contractor is also, at his own discretion, entitled to take (legal) action at the locally and materially competent state courts.
- 15.3. The contractual agreement shall be subject to Austrian law, to the exclusion of conflict rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.4. For all deliveries of spare parts the General Terms and Conditions of Sale and Delivery for Spare Parts of the LASCOS shall apply. For all service and maintenance agreements the General Terms and Conditions for Service and Maintenance Agreements of LASCOS are applicable.

II. MACHINERY

1. PLANS, DOCUMENTS AND PROPERTY RIGHTS

- 1.1. Plans, sketches, presentations, cost estimates and other technical documents shall consistently remain the intellectual property of the Contractor, as shall samples, catalogues, brochures, illustrations and the like. Any utilization, duplication, reproduction, dissemination and issuance to third parties, publishing and demonstration may only be effected with the written consent of the Contractor.
- 1.2. All rights in tools, drawings, drafts and plans, sketches, presentations, etc. prepared by the Contractor, in particular patent rights, copyrights, and originator rights, shall be exclusively at the disposal of the Contractor.
- 1.3. Plan-specific / layout-specific / technical drawing designs, specifications, information, metrics, details and values of the Contractor are essential pre-conditions for security, installation, commissioning and functionality, for which reason the Principal is required, under all circumstances, to accordingly prepare these (e.g. by way of adequate groundworks) and comply with them.

2. INSTALLATION, COMMISSIONING AND START UP PROCESS ("ASSEMBLY") AND ACCEPTANCE

Insofar as assembly and acceptance of the equipment shall have been covenanted, the following shall apply:

- 2.1. Assembly of the delivery item may be affected, to the exclusion of any liability of the Contractor, solely in the presence of specialist staff or by authorized technicians of the Contractor.
- 2.2. The Principal shall take all precautions to ensure smooth Assembly. This also includes the preparation of the hall for proper operation.
- 2.3. The Principal's employees responsible for operating the equipment supplied shall be required, to the exclusion of any other liability, to undergo machine induction and training which is to be carried out by the Contractor who issues a certificate thereof.
- 2.4. In the instance of Assembly of the delivery item by the Contractor or by a commissioned third party, acceptance testing is to be carried out following completion thereof and following handover to the Principal, and an acceptance protocol is to be compiled in this regard. The appending of a signature to the acceptance protocol may not be withheld unjustifiably, i.e. owing to inconsequential or smaller deviations from the contractual agreement. The equipment shall, under all circumstances, be deemed to have been approved, accepted and the assembly shall be deemed to have positively finished in any event (i) three (3) days after the departure of the installation staff with simultaneous use and application of the delivery item by the Principal, (ii) thirty (30) days after Assembly or in case of mere delivery without Assembly (30) days after delivery (without a separate written agreement, thus Free Carrier manufacturer's place (Incoterms 2010), but in any case (iii) no longer than ten (10) days after delivery in the instance that Assembly or acceptance itself shall not have been effected or effected successfully for reasons that are not attributable to the Contractor.
- 2.5. Following acceptance, the Contractor shall be deemed to have met all obligations (apart from warranty claims).

III. SOFTWARE

1. LICENSE CONTENT (TERMS AND CONDITIONS OF USE)

- 1.1. Insofar as software is incorporated within the scope of delivery, the Principal is awarded the non-exclusive, temporally unlimited right to use the delivered software or its individual components, including the associated documentation, in unmodified form on the equipment designated for this purpose.
- 1.2. The granting of sub-licenses is not admissible. Software adaptations or integration into software that does not originate from LASCOM may, without exception, be effected only after prior written consent from a LASCOM Group company. The source program is excluded from the scope of delivery. Copyright notices may not be removed.
- 1.3. There shall not be an obligation regarding software installation, instruction, training, consultation, servicing or maintenance, other than if the Contractor and the Principal have covenanted a deviating provision in writing.
- 1.4. Copies may be prepared solely for purposes of archiving or backup. All copyrights and other rights of the Contractor also extend to these copies.

2. TRANSFER AND CESSION

- 2.1. Any change in the location of the LASCOM software used within the company or use of the software on a substitute computer shall be notified by the Principal to the Contractor immediately. Accordingly, the Terms and Conditions and rights of the licensing agreement extend to the new location or the substitute computer.
- 2.2. In the instance of transfer of the software to third parties, the Principal shall be required, without being solicited thereto, to disclose to the Contractor the name, address and contact details of the new user, as well as the scope of such transfer. Thereupon, the Principal shall be required to delete all copies of the software still in existence and to refrain from all further use of the software.

3. PROPERTY RIGHTS, COPYRIGHTS

The Contractor shall not be liable for claims arising from infringements of property rights based upon LASCOM software failing to be used in a manner described in LASCOM publications or in conjunction with products not delivered by LASCOM. In this context, it is pointed out that such usage of the LASCOM software in any case constitutes a breach of the Terms and Conditions of Use.

4. THE RIGHT TO INTERVENE IN SOFTWARE IN THE EVENT OF CONTRACTUAL INFRINGEMENT

Licensing rights are granted subject to the proviso that the Principal effects performance that is contractually compliant. The Contractor is entitled, following informal notification and at his own discretion, to intervene in software usage and functionality and to restrict these if the Principal should infringe its contractual obligations vis-à-vis the Contractor (e.g. infringement of the payment obligations arising from sale of machinery, inclusive of the acquisition of the software license, or also infringement of the payment obligations arising from mere license acquisition). This right to effect intervention and restriction shall be at the disposal of the Contractor independent of his right to effect termination.