

General Terms and Conditions of Purchase

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Project General Terms and Conditions of Purchase
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1 Coming into effect and scope of application

- (1) Effective immediately, all purchases and contracts of LTW Intralogistics GmbH (hereinafter referred to as "LTW") with our suppliers shall be exclusively governed by these GPC (General Purchase Conditions) unless expressly amended by means of a separate written agreement.
- (2) Our supplier's own (general) provisions and/or provisions diverging from these GPC shall not be incorporated into the contract and shall have no effect.
- (3) Amendments to, or modifications of, these GPC and/or their annexes shall be valid only if made in writing. Deviating or supplementary terms and conditions shall be binding on us only if we expressly confirm them; they shall then only apply to the respective individual transaction agreed upon.
- (4) In the event of contradictions or ambiguities arising from other applicable documents, these GPC shall prevail in any event. If there is still ambiguity, the principle of best fitness of the goods and services for the intended purpose shall apply in the event of any doubt as to the scope of goods and services. However, in the event of any ambiguity as to the performance of the contract, our supplier shall notify LTW and shall reach agreement on a solution. Our supplier is obligated to inform LTW immediately of possible discrepancies in the specification. Headings are intended for guidance only and shall not be taken into account for interpreting the contents.
- (5) As a matter of principle, goods and services provided by our supplier will be incorporated into an existing complex complete system of LTW or into a complex complete system to be installed by LTW. Disruptions to individual services therefore usually cause problems in the overall project organisation, resulting in additional costs, e.g., in connection with scheduling delays in the network plan, disruptions of logistics, delays in acceptance, downtime, etc. Our supplier therefore undertakes to perform its service with special care to account for these circumstances.

2 Quotation

- (1) Upon receipt of a request from LTW, our supplier is requested to submit to LTW a quotation free of charge and based on these GPC.
- (2) Our supplier shall comply with LTW's specifications and descriptions when preparing the quotation and shall expressly point out any deviations. Any deviations from the purchase order shall be expressly highlighted and require our express written approval. Verbally placed purchase orders will be deemed invalid unless expressly confirmed in writing by LTW.
- (3) In its quotation, our supplier shall explicitly state, in detail, all incidental costs for taxes, fees, levies, packaging, transport, license fees, etc., which will be incurred by LTW (see Item 4.18.)

3 Purchase order/purchase order confirmation

- (1) LTW will place a written purchase order with our supplier by mail, fax or e-mail (in PDF or signed form).
- (2) This purchase order, including any annexed documents (drawings, technical specifications and other documents), will be deemed to supplement these GPC or may amend individual Items hereof.
- (3) In the event of our supplier issuing an order confirmation which deviates from the purchase order, LTW shall be bound by such deviating order confirmation only after written consent has expressly been given.

4 Use of Electronic Data Interchange (EDI connection)

LTW and the supplier may mutually agree to set up an EDI link, in which case the following shall apply:

- (1) Data exchange shall take place using an appropriate data exchange format, e.g., XML and PDF.
- (2) LTW and the supplier shall exchange the following electronic business documents using EDI:
 - a) Purchase order
 - b) Purchase order modification
 - c) Purchase order confirmation
 - d) Notification of shipment
 - e) Invoice
- (3) Both LTW and the supplier undertake to implement safeguards to protect their systems and data against unauthorised access by third parties as well as against viruses and/or manipulation. The sender shall be informed without delay if unreadable or unintelligible messages are received through EDI. The sender of virus-infected data shall compensate the other party for any damage caused by the transmission of such data, unless the sender proves that it has taken all measures which the state of technology permits to prevent such damage.
- (4) The parties shall inform each other of any error messages in connection with EDI. For that purpose, both parties shall set up an electronic mailbox and inform each other to which mailbox address such error messages must be sent. By forwarding the error message to that mailbox, the respective party shall have complied with its duty to inform.
- (5) If for its part of the EDI link the supplier uses the services or infrastructure of a third party, the supplier shall inform LTW thereof in writing prior to starting the EDI link; this shall also apply if the supplier changes that third party. The supplier undertakes to ensure that any such third party shall also be bound to keep secret any Confidential Information pursuant to Item 16.
- (6) Any and all previous agreements entered into by LTW and the supplier shall not be affected by the setting up of an EDI link and shall remain in force unchanged. These General Terms and Conditions of Purchase which govern the business relationship between LTW and the supplier shall therefore remain in force unchanged.

5 Delivery, place of delivery, delivery date

- (1) The delivery of the ordered products, goods and/or services shall be carried out in accordance with the instructions of LTW and these GPC.
- (2) In the absence of any such instructions, our supplier shall be responsible for proper packaging and transportation. Our supplier shall expressly inform LTW as well as any forwarding

agent or carrier of any special precautionary measures to be taken during unloading (including unpacking.)

- (3) Packing shall not be separately paid. Any returns that may be required shall be separately agreed upon.
- (4) In the event of transportation of the products, goods and/or services being delayed for any reason whatsoever, our supplier shall promptly inform LTW thereof and/or properly store the goods at its own expense and risk.
- (5) Unless otherwise specified, the place of delivery shall be LTW Wolfurt (designated factory) in accordance with CIP INCOTERMS 2010.
- (6) The delivery date shall be the date when the goods are received at the designated factory (place of delivery) of LTW.
- (7) In the event of any delays in delivery due to circumstances within the control of our supplier, LTW shall be entitled, at its option, to claim subsequent delivery and damages for delay (plus a contractual penalty in accordance with Item 11 if applicable) or to waive subsequent delivery, rescind the contract and claim damages for failure to perform. LTW's acceptance of a late delivery shall not constitute a waiver of claims for further damages.
- (8) The agreed delivery dates will be deemed to be binding and shall be complied with; earlier deliveries shall only be permitted by mutual agreement. Unless expressly agreed, partial delivery shall be inadmissible.
- (9) In the event of a delivery delay, LTW reserves the right, without prejudice to its statutory rights, to cancel the transaction without granting a grace period. At all events, as soon as our supplier becomes aware that it will be unable to effect delivery in due time, our supplier shall notify LTW without delay, giving the reasons for and the expected duration of such delay.
- (10) Our supplier shall fully indemnify and hold LTW harmless from and against any loss and/or detriment that may be incurred by LTW as a result of delay in delivery.
- (11) Except as otherwise agreed in writing, the benefits and risks attaching to the goods shall pass to LTW as soon as the products, goods and/or services arrive, are unloaded, accepted and/or provided on the premises of LTW Wolfurt (designated factory).
- (12) Events of force majeure or other disruptions suffered by LTW that result in production cut-backs or stops at LTW shall release LTW from its obligation to accept delivery and/or pay damages, if any, for the duration and to the extent of the effects of such force majeure events.
- (13) Subsequent price and quantity alterations will be accepted only if confirmed by LTW separately and in writing. Where specific delivery periods have been agreed, purchase orders placed by LTW will be deemed fixed transactions within the meaning of the law.
- (14) Reservations of title on the part of our supplier are not accepted by LTW.
- (15) Regardless of the reason for their return, returned goods shall be sent carriage paid to LTW in Wolfurt or to another location specified by the party who has placed the order. The underlying shipping condition according to INCOTERMS 2010 shall be CIP.
- (16) As a matter of principle, the quantities ordered shall be delivered as ordered. If excess and/or short delivery or partial delivery is required due to the manufacturing process, such delivery shall be clarified with LTW upon order acceptance and/or no later than 15 workdays prior to delivery. Quantity tolerances will, in principle, be approved by LTW. However, LTW expressly reserves the right to refuse acceptance and to return, freight collect, any quantity tolerances

or partial deliveries not approved, or to deduct the value from the relevant invoice. Any costs incurred for excess delivery, short delivery and partial delivery shall be borne in full by our supplier.

- (17) Necessary storage instructions shall be pointed out separately in all documentation. Failure to do so shall result in our supplier being liable for damages caused by improper storage. In the event of LTW being unable to comply with the specified storage instructions, LTW will notify our supplier. The parties shall then reach an agreement and/or LTW shall be entitled to rescind the contract.
- (18) It shall all solely withing our responsibility and duty to ensure that the necessary export licenses are obtained and all provisions and formalities pertaining to export, import, transit, and inspection are complied with (see Item 2.3.)
- (19) Our supplier is obligated to obtain any export licenses for export to Austria and, where applicable, from Austria to foreign countries at its own expense. Our supplier assures that, at the time the purchase order is placed, the complete delivery of the subject matter of the purchase order is guaranteed and that no official or other restrictions prevent complete delivery and provision of service. Otherwise, our supplier shall be liable for any damage incurred by LTW. After the contract has been signed, our supplier shall notify LTW in good time of any potential new prohibitions/restrictions on export and shall submit alternative proposals to LTW free of charge at an early stage.

6 Quality requirements

- (1) 6.1. Products, goods and/or services shall be delivered and/or provided according to the legal provisions and standards as amended from time to time and as set forth in the purchase order itself or in its enclosures and shall expressly comply with the state of the art (see Item 12.1.)
- (2) Our supplier is obligated to check the specifications, drawings, technical data, descriptions, samples, etc., specified in the purchase order and the annexes thereto when developing and manufacturing the products, goods and/or services, taking into account the (relevant specified) legal provisions immediately upon receipt of such documents and to strictly comply with such specifications when executing the purchase order.
Our supplier shall notify LTW immediately of any discrepancies and/or other defects of which it becomes aware when reviewing and/or executing the purchase order. Our supplier shall be under express and full obligation to inform LTW.
- (3) To the extent that the specifications included in the purchase order and the annexes thereto do not define the quality of the goods, our supplier shall indicate the binding quality description and warrant the consistent quality of its products for current and future purchase orders according to the state of the art (Item 12.1.)
- (4) Our supplier shall inform LTW of any change in quality at an early stage. Upon request by LTW, samples and/or specifications must be provided in advance and need to be approved by LTW. In case of any change in quality without prior notification, LTW shall be entitled to refuse acceptance of the goods. Our supplier shall be liable for any direct and indirect damage resulting therefrom.
- (5) If special working drawings or design documents are required for the production and/or provision of certain products, goods and/or services, our supplier shall submit such drawings to LTW in advance for approval.
- (6) Our supplier shall not be entitled to subcontract, in whole or in part, any orders we have placed with it except with the prior written consent of LTW. If LTW consents to the subcontracting of a part of an order placed, our supplier shall in particular impose any and all duties and obligations

on the subcontractor.

- (7) LTW shall be entitled to inspect at any time the manufacture and/or provision of the products, goods and/or services and the work progress made by our supplier and/or by subcontractors according to the agreed quality specifications as set forth in the purchase order and the annexes thereto.
Furthermore, LTW shall be entitled to perform such inspections also on the business premises of our supplier, including inspections by competent authorities or regulatory bodies.
This shall also include inspection of planning, manufacturing with respect to quality and scheduling, sampling, packaging with respect to quality and conformity of packing lists with contents, loading inspection, etc. For that purpose, our supplier shall grant LTW or its agents access to the respective workshops and documents on the premises of our supplier. Our supplier shall ensure that LTW or its agents are also granted access to the premises of any subcontractors at any time. Inspection or a waiver of inspection on the part of LTW shall, under no circumstances, limit the obligations of our supplier.
Our supplier and/or LTW shall each bear their own costs incurred for their personnel and/or inspection team. In the event of an inspection not being (successfully) completed for reasons within the control of our supplier, any and all costs resulting from re-inspection shall be borne by our supplier.
- (8) LTW shall be notified in a verifiable manner of any product changes, changes in the manufacturing process and/or change in manufacturer, if any, at an early stage. Such changes are deemed to result in a new quotation. LTW may refuse to accept such changes without giving reasons.
LTW may also qualify such changes as a breach of contract and shall be entitled to refuse acceptance or to rescind the contract or to claim a reduction of the purchase price and to claim damages.
- (9) Our supplier shall notify LTW of any scheduled production stops and/or relocation of production by our supplier at an early stage and no later than six months prior to the delivery deadline.

7 Ownership of tools

- (1) In the event of LTW paying all or part of the costs of the engineering and manufacturing of tools or all or part of the purchase price of tools, absolute title to such tools shall pass to LTW. Our supplier shall store such tools separately and clearly and adequately mark them as being the property of LTW.
- (2) Our supplier shall be responsible for, and pay the costs of, standard maintenance of such tools. Furthermore, our supplier shall bear the risk of accidental ruin, loss, deterioration and damage.
- (3) In the event of our supplier failing to perform the obligation set forth in Item 6.2, LTW shall be entitled to claim damages from our supplier as well as to demand the return of any benefit derived and to rescind any current contracts with our supplier in whole or in part with no compensation due to the supplier.

8 Documentation

- (1) Documentation shall mean all documents in written, graphical or other form that accompany our supplier's goods and services which serve to enable our supplier and LTW to fulfil their obligations under this contract in the most economical manner. Such documents shall relate to manufacturing, quality control, hazard potentials, safety regulations, shipping, transport, export, import, customs clearance, taxation, parts identification, logistics, storage, assembly, commissioning, training, accounting, invoicing, operations management, repairs, maintenance, spare parts procurement etc. Documentation shall be an essential component of our supplier's scope of goods and services.

- (2) LTW shall acquire an unrestricted and (if additionally agreed upon) exclusive right to use such documentation.
- (3) Documentation shall be provided according to the scope specified in the purchase order. Where no detailed specifications are given, the documentation shall correspond to the specific business transaction in terms of scope, quality and time and shall be prepared in German, English and/or the language specified by LTW. Documentation shall, in each case, be delivered to LTW in triplicate in hard copy as well as in digital format on a standard data storage medium in readable format.
- (4) Shipping documentation: The documentation shall clearly show the complete and correct purchase order number, identification number, contract item number and item number as well as the description of goods to enable clear assignment of the respective customs tariff. The part description shall be identical throughout the documentation and shall have the same wording in all drawings, parts lists, packing lists and shipping documents.
- (5) Documentation of origin: Our supplier shall attach valid proof of preference (movement certificate, preferential certificate of origin, certificate of origin, confirmation of origin, declaration of origin, and the like) free of charge to the products and/or goods to be delivered in cross-border traffic. Unless otherwise agreed, our supplier's country is deemed the country of origin. All fees, charges and additional costs arising from failure to provide such documentation or from the provision of incorrect information shall be borne by our supplier.
- (6) Inspection documentation: To the extent required in connection with the business transaction, the inspection documentation to be provided by our supplier shall consist of reports on quality control, inspection reports, etc., as well as schedules and progress reports.
- (7) Assembly documentation: Documents and instructions required for proper and economical assembly must be provided.

9 Prices

- (1) Prices shall be fixed with our supplier by annual agreements or for defined periods of time or shall be project-related/order-related.
- (2) Prices shall be fixed prices, exclusive of VAT, and shall include any and all expenses incurred by our supplier in connection with the delivery of goods and provision of services.
- (3) LTW shall bear only such costs as are explicitly stated in the purchase order as being the obligation of LTW. With regard to any additions to or amendments of purchase orders and orders of spare and wear parts, the terms and conditions of the main purchase order shall apply.
- (4) If, in exceptional cases, prices are not agreed upon in advance, they shall be quoted in the order confirmation in a binding manner at all events. In such cases, LTW expressly reserves the right to object or to rescind the contract.

10 Payment

- (1) Payment shall be made within 30 days with a 3% discount or within 60 days net upon receipt of the invoice and the goods at LTW Wolfurt or at the agreed place of delivery.
- (2) Payment of the invoice shall neither constitute approval and/or acceptance of the products, goods and/or services by LTW nor a waiver by LTW of any claims under warranty and/or guarantee.
- (3) Our supplier may not offset claims it has on LTW against claims LTW has on the supplier.

- (4) The final payment shall be released only following receipt of an overall final invoice for all deliveries and services made in accordance with the order as well as for all related claims, and subject to an acceptance report for the facility drawn up and signed by the contracting parties. By submitting the final invoice, our supplier declares that it has asserted all claims arising from the relevant business transaction and that no further claims will be raised.

11 Inspection, notification of defects, and refusal of acceptance

- (1) As a matter of principle, the values for delivery quantity, mass, weight and quality requirements determined by LTW during the acceptance testing and/or the incoming goods inspection (Item 5) shall be binding. LTW shall notify our supplier in writing of any defects as soon as such defects are detected in the ordinary course of business of LTW.
- (2) Our supplier therefore expressly waives the plea of late notification of defects and of unreserved approval.
- (3) Upon notification of defects, LTW shall grant our supplier a reasonable grace period for rectification of the defects free of charge at the place designated by LTW, or for replacement free of charge. Reasonableness of the grace period shall depend, among other factors, on the importance of the now inoperative facility or product or system to be delivered by LTW to its customer.
In individual cases, "reasonable" may therefore also mean "immediately".
- (4) If the deadline is not met, LTW shall be entitled, without further request and/or notification, to remedy the defects or to arrange for a substitute performance by third parties at the expense and risk of our supplier.
- (5) In the event of a significant defect, our supplier shall take back the goods (product and/or service) at its own expense, refund to LTW the price already paid, and reimburse LTW for any proven expenses incurred in connection with the inspection of the goods (product and/or service) and with any unsuccessful attempts at rectification. LTW shall, in any event, be entitled to deduct from the purchase price any reduction in value of the defective part.
- (6) If LTW incorporates the goods (product and/or service) delivered as a component into a product and the defect does not become apparent until the product is taken into operation, LTW shall be entitled to notify defects of any kind at any time until the relevant period of limitation has expired.
- (7) In the event of a justified notification of defect, our supplier shall reimburse LTW for any expenses incurred in connection with the rectification of the defect.
- (8) If LTW believes that a defect is also present in other parts supplied by our supplier, LTW shall be entitled to carry out a recall or a replacement campaign for the parts identified as defective.
- (9) Our supplier shall, at LTW's option, repair or replace all parts already delivered at its own expense. This shall apply even if the warranty period has already expired if the defective parts are likely to damage other objects, especially if they pose a risk to life and limb.
- (10) Additionally, our supplier shall indemnify LTW for any loss incurred in connection with a replacement campaign.
- (11) LTW shall be entitled to refuse to accept and pay for products, goods and/or services until any defects that LTW is unable to prevent by reasonable means have been remedied.
- (12) In addition, our supplier is obligated to assist LTW with the repair of delivered products, goods and/or services and/or to carry out said repairs free of charge.

12 Contractual penalties

- (1) In the event of our supplier failing to meet the deadlines stipulated in the purchase order, our supplier shall, unless otherwise agreed, and regardless of the occurrence of an actual loss, pay penalties as set forth hereinbelow until the actual date of delivery; such penalties shall be calculated on the basis of the total order value and shall not be subject to mitigation in court. Where applicable, contractual penalties can also be deducted from the current accounts and/or accounts receivable of our supplier. LTW's right to assert claims for damages in excess thereof shall remain unaffected. Should final acceptance tests be delayed for reasons within the control of our supplier, the default provisions set forth here in below shall apply, irrespective of whether the contract explicitly stipulates an acceptance date. In such a case, the date mutually agreed between LTW and our supplier during order processing shall serve as the basis.
- (2) The contractual penalties for goods (including documentation) and services shall be 1% for each commenced week of delay, up to a maximum of 20% of the total order value.
- (3) Our supplier's obligation to pay contractual penalties shall arise upon the occurrence of default. The right to claim a contractual penalty shall not be dependent on LTW's expressing any reservations upon taking delivery.
- (4) Payment of the contractual penalties shall not release our supplier from its obligation to fulfil the contract nor from any liability resulting therefrom.
- (5) Our supplier shall reimburse LTW for all costs arising from a failure to comply with the shipping terms or from implementing them incorrectly.
- (6) Even if the purchase order provides for penalties (e.g., penalties for non-performance), this shall not release our supplier from its obligation to ensure that its goods and services comply with the guaranteed intended use.

13 Guarantee / Warranty

- (1) Our supplier is aware that the products of LTW are used internationally for stacker cranes, conveying technology and software. Therefore, the goods to be delivered shall always comply with state of the art in science and engineering at the time of delivery and shall expressly provide such safety and security as may be expected in all circumstances, particularly considering the performance of the product, the utilisation of the product which may reasonably be expected, and the date on which the product is placed on the market, unless express warranties have been rendered.
- (2) Our supplier warrants that the delivered goods are free from defects in terms of development and design and are made of the prescribed material or, where no material has been specified, of suitable material; it further warrants that the material used is free from defects, that the products delivered are free from defects in workmanship and assembly and that all other requirements set out in the purchase order and the annexes thereto are met.
- (3) The warranty period shall be 24 months from the date of acceptance of the respective system, or at the most 48 months from receipt or acceptance of the goods at LTW Wolfurt (designated factory) or at any other place of delivery designated by LTW.
- (4) In addition to the characteristics that are expressly specified or otherwise warranted or generally taken for granted, our supplier guarantees that its deliveries, products, goods and services are complete, functional and adequate for the specific purpose, and guarantees that in particular, but not exclusively, the fitness of the goods and services for the operating conditions prevailing on site during continuous operation and in conjunction with the complete system. Our supplier also guarantees that its goods and services comply with all standards and official regulations

(including without limitation regulations regarding safety and environmental protection) applicable at the place of operation, that they allow for uninterrupted availability in compliance with performance and consumption values, are easy to assemble, maintain and repair, and have been executed according to state-of-the-art design. All necessary certificates and marks of conformity as well as permits, accreditations, approvals and other certificates are on hand.

- (5) Our supplier declares that it is aware of the particular importance of complying with its obligations regarding documentation and, therefore, is liable for the consequences of any omissions and/or faults and defects.
- (6) Our supplier guarantees that the engineering services, consultancy services and documentation are correct and complete.
- (7) Our supplier warrants to LTW that the delivered products, goods and/or services comply with the statutory and official provisions governing their distribution and use in the country of destination and that they do not violate any third-party rights. Our supplier shall be equally liable for goods and components and/or services delivered or rendered but not produced by it. The agreed warranty or guarantee period shall commence on the date of acceptance of the overall system into which the delivered product has been incorporated.
- (8) In the event of individual parts or assembly groups being replaced, the warranty period, or a guarantee period, if such a period has been agreed upon, shall commence anew for the parts or assembly groups the supplier has replaced.
- (9) Unless special agreements have been entered into, our supplier shall be responsible for taking out any insurance policies deemed necessary.

14 Industrial and intellectual property rights

- (1) To the extent that our supplier delivers to us products in which intellectual property rights (e.g., patents, brands, designs, copyrights) or other rights exist, our supplier shall ensure that LTW is granted all rights necessary to use the products world-wide, without any limitation as regards object or time, and without being required to pay any further remuneration. Where and whenever the supplier cannot ensure this, it shall inform LTW thereof without delay in writing. In that case, LTW shall have the right to withdraw from the contract.
- (2) If claims are raised against us by a third party for an infringement of rights with regard to products supplied by our supplier, our supplier shall indemnify us at our first demand, unless (i) no infringement has occurred; (ii) the infringement is not based on a defect of title; (iii) our supplier is not responsible for the infringement; or (iv) the warranty claims have become statute-barred.
- (3) Any use of registered and/or non-registered marks (e.g., brands, names, logos) as well as of parts thereof by the supplier is forbidden. LTW may authorise the use of such marks in writing on a case-by-case basis.
- (4) Any intellectual property rights (which shall include but not be limited to patents, brands, designs, copyrights a.s.o.) or other rights in the information made available by us to our supplier within the scope of the cooperation are owned exclusively by us. Any use of such information which goes beyond the cooperation shall be subject to our prior written approval.

15 Product liability

- (1) Our supplier shall be liable under the Product Liability Act for the products and/or goods delivered by our supplier.
- (2) In consideration of the product liability provisions applicable in the various countries, the products and/or goods supplied shall conform to the relevant product safety standards which apply

in the countries where the goods will be used.

- (3) Our supplier declares that by taking out an insurance policy that is customary and adequate for business transactions or by other suitable means it has made provisions that will enable it to adequately satisfy any product liability claims which may be raised against it.
- (4) LTW shall be entitled to be indemnified and held harmless by our supplier from any claims including ancillary fees that may be asserted in relation to the defectiveness in accordance with the provisions of the relevant product liability act of the products and/or goods delivered by it.
- (5) In the event of a claim being raised against LTW in connection with products and/or goods supplied by our supplier, including without limitation claims under product liability law (including Switzerland and the U.S.), LTW will name the supplier. In addition, LTW shall be entitled to seek full compensation and recourse from our supplier for all expenses resulting from such claims.

16 Secrecy

- (1) Our supplier shall treat any confidential information received from us in the context of the business relationship confidential vis-à-vis third parties. It shall, in particular, protect such information from any unauthorised access by means of adequate technical, organisational and legal measures, and shall use it exclusively within the scope of the cooperation. The following shall be deemed confidential information: (i) the fact that a business relationship with us exists; (ii) the signing of the contract as well as its content; (iii) any information developed jointly with us within the scope of the cooperation; (iv) any and all information or documentation disclosed by us to the supplier within the scope of the cooperation; and (v) any and all knowledge the supplier may have gained of our operational or organisational processes within the context of our cooperation. This undertaking shall not apply if and insofar as (i) confidential information was already known to the supplier at the time of the signing of the contract or became known to the supplier afterwards through a third party in a lawful manner, i.e., without breach of a confidentiality agreement, a statutory provision or an administrative order; (ii) confidential information was already in the public domain at the time of the signing of the contract or thereafter comes into the public domain without culpable breach of this confidentiality obligation; (iii) confidential information has been independently developed or discovered by the supplier; (iv) its disclosure is required within the context of the cooperation or for the protection of the legal interests of the supplier, provided that such disclosure takes place vis-à-vis auxiliaries which have been bound to secrecy in writing in accordance with the above obligation (e.g., sub-suppliers) or vis-à-vis advisors which are bound to professional secrecy; (v) we have released the supplier from its obligation; or (vi) statutory requirements, other applicable laws, or a court or administrative order require the disclosure. In such cases, the supplier undertakes to inform us without delay in writing in order to determine together with us the scope of the disclosure to the extent permitted by law.
- (2) The right to terminate this confidentiality clause by due notice shall be excluded.
- (3) For each case of a culpable breach of this confidentiality clause the supplier undertakes to pay to LTW a contractual penalty in the amount of EUR 250,000.00. The objection of continuation of the breach shall be excluded to the extent that a breach is due to a wilful conduct of the supplier. LTW reserves the right to assert further claims arising from a breach of the confidentiality obligation. Any violation of the confidentiality obligation shall entitle LTW to withdraw from the contract.
- (4) Upon our request the supplier shall (i) return to us any and all confidential information received from us within the context of the business relationship and (ii) thereafter delete such information completely along with all copies, if any, provided that no statutory period of retention precludes this.

- (5) Personal data of customers, suppliers and interested parties, which are disclosed to us in the context of the respective contract, are processed by us for the purpose of contract performance and to promote our products vis-à-vis customers, suppliers and interested parties. The legal basis for this is Sec. 6 para. 1(b) and (f) of the General Data Protection Regulation (GDPR.) Our legitimate interest lies in maintaining the business relationship and fulfilling all tasks resulting therefrom. Further detailed information regarding the processing of personal data can be found on our website: <https://ltw.at/index.php/de/datenschutz.html>
- (6) The parties undertake to maintain data secrecy pursuant to § 6 DSG ("*Datenschutzgesetz*", Data Protection Act) 2018. For further information, please refer to our privacy policy at <https://ltw.at/index.php/de/datenschutz.html>.

17 Rescission

- (1) In the event of material breach of contract, LTW shall be entitled to rescind the entire contract, in full or in part, after granting a reasonable grace period (not more than 14 days.) Material breach of contract shall include but not be limited to the following:
 - a) Our supplier fails to make the production progress stipulated in the order by the agreed dates;
 - b) The delivery/commissioning date is exceeded and the maximum delivery delay has been exhausted;
 - c) Absolutely guaranteed values based on the values of the request or contract specification or details in the quotation cannot be achieved despite rectification attempts;
 - d) Penalised guaranteed values exceed the maximum margins specified in the contract and rectification attempts were to no avail;
 - e) Delivery does not meet the requirements.
- (2) LTW shall be entitled to rescind the contract at any time without granting a grace period if:
 - a) Prior to delivery and/or acceptance LTW has goods and reasonable cause to assume that our supplier will be unable to fulfil its contractual obligations;
 - b) Reorganization proceedings are instituted against our supplier or a relevant petition is dismissed for lack of assets;
 - c) The ownership structure, whether direct or indirect, of the company of our supplier changes.
- (3) In the event of a rescission, LTW shall be entitled to perform, or cause to be performed by third parties, at the expense of our supplier, such deliveries of goods and/or provision of services as have not been performed or have been insufficiently performed (substitute performance). LTW may either directly charge costs thus incurred, in which case a payment term of 10 (ten) days as from the date of the invoice is deemed agreed; our supplier waives all rights to set off any of its own alleged claims against the claims asserted by LTW.
Our supplier shall reimburse LTW for any amounts already paid for deliveries of goods and provision of services not effected, as well as for any financing expenses incurred by LTW and our supplier waives all rights to set off such amounts against any of its own alleged claims.
- (4) If the exercise of the right to a substitute performance requires LTW to access materials along with drawings and the like, which are located on the premises of our supplier or of its subcontractors, our supplier is obligated to surrender such materials to LTW, which obligation shall survive the termination of the contract.
- (5) If the exercise of the right of rescission requires LTW to access any industrial property rights, documentation (such as workshop drawings, calculations) or other information, our supplier is obligated to procure the necessary rights, documentation and information for LTW, which obligation shall survive the termination of the contract.
- (6) In the event of a rescission of the contract, LTW shall be entitled to use the subject matter of the purchase order, free of charge, until a substitute solution is accepted.

- (7) In the event of operations of LTW being impeded by events of force majeure, LTW shall be entitled to rescind the contract in whole or in part or demand performance at a later date; this shall not give rise to any claims whatsoever on the part of our supplier.

18 Place of performance, passing of title

- (1) The place of performance for any and all mutual obligations shall be Wolfurt/Austria, unless a different place or the place where the system is installed has been agreed upon in writing.
- (2) Title shall pass to LTW upon delivery.

19 Applicable law, jurisdiction

- (1) These GPC and any and all related issues (purchase order, etc.) shall be governed by the laws of Austria, to the express exclusion of the UN Sales Convention.
- (2) The court having subject matter jurisdiction over Wolfurt shall be the exclusive place jurisdiction for both parties with regard to any and all disputes. However, LTW shall be free to bring legal action against our supplier in any other competent court.

20 General

- (1) LTW will not pay any remuneration for the development of projects, etc.
- (2) Our supplier is obligated to notify LTW without delay and in writing of any substantial changes in the business structure and/or ownership structure of its company as compared to the structure at the time the contract is entered into.
The following shall be deemed substantial changes, without limitation:
- a) A third party which currently holds an interest in our supplier obtains control of at least 25% of the business interests or shares;
 - b) A party which currently holds an interest in our supplier obtains control of at least another 5% of the interests or shares in the company, in addition to the interests or shares that are already under its control;
 - c) A party which currently holds an interest in our supplier newly obtains control of at least 50% of our supplier's interests or shares;
 - d) The majority of the interests or shares in a parent company of the supplier that controls at least 20% of the interests or shares passes to another person.

Control and/or interest within the meaning of the foregoing shall mean any direct or indirect control and/or interest, e.g. as a member of the group, or else for example on the basis of a fiduciary relationship. In the event of any such changes, LTW shall be entitled to terminate the contract within a notice period to be determined at the sole discretion of LTW.

- (3) If individual Items of these GPC are held to be void or invalid for any reason whatsoever, the remaining Items hereof shall remain in full force and effect. Instead of the invalid provision, or in order to fill any gaps, the parties shall agree on a suitable valid provision which comes, to the greatest extent possible, closest to what the parties would have intended if they had considered that point.
- (4) As a matter of principle, the language of the contract shall be German. In the event of any issues concerning the interpretation of different language versions of these GPC, the German version shall prevail in any event.
- (5) These GPC shall also be applicable on the part of our supplier in business transactions with all companies of the Doppelmayr Garaventa Group, if they so desire.

21 Code of Conduct / Compliance

- (1) The contractual parties' obligations resulting from the business relationship are subject to the corporate values, codes of conduct, guidelines and principles summarised in the Code of Conduct of the Doppelmayr/Garaventa Group. The Code of Conduct as amended from time to time is available on the internet at www.doppelmayr.com. Our supplier declares to be aware of the Code of Conduct and agrees to comply with the provisions contained therein.

LTW Intralogistics GmbH

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