

GENERAL TERMS AND CONDITIONS OF SALE

TRIPAN Leichtbauteile GmbH & Co KG

TRIPAN
LEICHTBAUTEILE

1. APPLICATION

- 1.1. These General Terms and Conditions of Sale (hereinafter referred to as 'GTCS') shall apply to all contracts and other legal transactions between TRIPAN Leichtbauteil GmbH & Co KG with registered office in Hörsching and business address. 4063 Hörsching, Am Kirchenholz 2, registered in the Commercial Register at the Regional Court of Wels (hereinafter referred to as 'TRIPAN') on the one hand and all customers, irrespective of whether the customer is a natural or legal person; however, this shall only apply if the customer is an entrepreneur within the meaning of the Austrian Business Code [Unternehmensgesetzbuch/UGB] (for the avoidance of doubt, this shall also apply if the customer is a foreign customer), but not if the customer is a consumer within the meaning of the Austrian Consumer Protection Act (KSchG).
- 1.2. These GTCS shall also apply to all future transactions, even if no express reference is made to them in individual cases, in particular in the case of future supplementary or follow-up orders.
- 1.3. **The GTCS shall apply in the version that is available on the TRIPAN website (www.tripan.at) at the time the respective contract is concluded.**
- 1.4. TRIPAN provides deliveries and other services exclusively on the basis of the GTCS. General terms and conditions of the customer or the customer's terms and conditions of purchase shall only apply if they have been expressly confirmed in writing by TRIPAN. A reference to the customer's general terms and conditions or the customer's terms and conditions of purchase that are attached or available at a specific location shall not be deemed to be an express written confirmation. General terms and conditions of the customer or the customer's terms and conditions of purchase shall be deemed excluded and are expressly contradicted by reference to these GTCS.
- 1.5. The following terms and conditions on the delivery of goods shall also apply mutatis mutandis to services.

2. OFFER/CONCLUSIO OF CONTRACT

- 2.1. All documents designated by TRIPAN as 'offers', 'quotations' or similar are initially non-binding and subject to change; they are to be understood as an invitation to submit an offer on the part of the customer and only become binding upon written order confirmation (acceptance of the customer's offer) by TRIPAN. Orders' are considered binding offers from the customer to TRIPAN. TRIPAN has no obligation to perform until the customer issues a counter-confirmation of the order and performance deadlines are suspended (or extended) for the period between the issue of the order confirmation by TRIPAN and the counter-confirmation of the order by the customer.
- 2.2. Promises, assurances and guarantees on the part of TRIPAN or agreements deviating from these GTCS in connection with the conclusion of the contract shall only be binding on customers if confirmed in writing. Verbal collateral agreements are not valid vis-à-vis customers unless they are expressly confirmed in writing by TRIPAN. Declarations/commitments made in the course of order processing by employees who are not authorised to represent the company are not binding on customers unless they are expressly confirmed by a person authorised to represent the company (management, authorised signatory).
- 2.3. The customer must provide TRIPAN with information about TRIPAN's products and services stated in catalogues, price lists, brochures, advertisements at trade fair stands, circulars, advertising mailings or other media (information material) that are not attributable to TRIPAN - insofar as the customer bases his decision to place an order on this information. In this case, TRIPAN can comment on their correctness. If the customer violates this obligation, such information is non-binding, unless it has been expressly declared to the customer in writing as part of the contract.

- 2.4. All quotations prepared by TRIPAN are for a value. Consumers as defined in the Austrian Consumer Protection Act [Konsumentenschutzgesetz] shall be informed of the obligation to pay costs before the quotation is prepared.
- 2.5. The contract language and the language of contract fulfilment is German. TRIPAN is authorised to have all documents and papers handed over to TRIPAN by the customer (or on behalf of the customer) in the course of the establishment and/or execution of the contract in a non-German language translated into German. The customer is obliged to reimburse reasonable translation costs. All delivery and performance deadlines on the part of TRIPAN shall be deferred for the duration of the translation.
- 2.6. The customer is responsible for ensuring that the products ordered from TRIPAN fulfil the customer's purpose or are suitable for the customer's intended use. In particular, the customer must ensure (and check) that the products ordered by the customer are suitable for the customer's intended use in terms of statics, safety and compliance with legal standards (e.g. building regulations, trade regulations, etc.) and/or technical standards (ÖNORM, DIN, etc.). In this respect, TRIPAN has neither a duty to test nor a duty to warn or inform unless a specific suitability or property is expressly guaranteed in writing. The naming and description of the product designation or application does not change the above-mentioned obligation of the customer. If TRIPAN supplies bonded components, the customer is responsible for checking whether these are suitable for the intended use without further mechanical securing. Depending on the product, use and loads, damaged adhesive joints may become cohesively or adhesively detached. In addition to the calculations, corresponding peak stresses between components of the composite component must be taken into account by the customer.
- 2.7. The customer is solely responsible for compliance with any notification or authorisation obligations under public law and compliance with the required safety (product safety). The customer must verify product safety by means of empirical tests.
- 2.8. TRIPAN manufactures all products as individual items by hand. There is therefore no industrial production or series production. None of their produced pieces are exactly the same.
- 2.9. Installation tolerances and position tolerances of inserts are large. If this is not desired, changes must be agreed in writing.

Unless expressly agreed otherwise in writing, TRIPAN is authorised to simplify inserts geometrically. For example, a drawn circle can become a rectangle/square. It is also possible to combine geometries (e.g. several small circles next to each other can be combined into one large rectangle).

For inserts in the panel, these are positioned in the surface using positioning blocks. The honeycomb (core material) is therefore not seamlessly connected to inserts or surrounding components.

- 2.10. Unless explicitly confirmed by TRIPAN in the item text of the order confirmation, the planning, production, delivery and documentation to customers shall be carried out outside the DIN2304 (or DIN6701) standard.

3. PRICES

- 3.1. All prices are EXW Hörsching in accordance with INCOTERMS 2010, exclusive of VAT or similar taxes and also exclusive of packaging.
- 3.2. All prices are exclusive of sampling costs and exclusive of all costs for testing and processing equipment and any changes requested by the customer. For services requested by the customer which are not expressly covered in the original order or which represent changes to the original order, the customer shall be entitled to reasonable remuneration. Changes in quantity by the customer shall entitle TRIPAN, at its own discretion, to adjust any unit price or to withdraw from the contract (order).
- 3.3. The customer shall arrange for the professional and environmentally friendly disposal of old material. If

TRIPAN is commissioned with the disposal or is required to do so by law, the customer shall additionally pay for this to the extent agreed for this, or in the absence of a fee agreement to an appropriate amount.

- 3.4. TRIPAN is entitled, as well as obliged at the customer's request, to adjust the contractually agreed fees if changes of at least 5% have occurred with regard to (a) labour costs by law, regulation, collective agreement, works agreements or (b) other cost factors necessary for the provision of services, such as material costs due to recommendations of the Joint Commissions or changes in national or world market prices for raw materials, changes in relevant exchange rates, etc. since the conclusion of the contract. The adjustment shall be made to the extent that the actual production costs at the time of the conclusion of the contract change compared to those at the time of the actual provision of services, provided that TRIPAN is not in default.**
- 3.5. The fee for continuing obligations is agreed as value-adjusted in accordance with the CPI 2020 and the fees are adjusted accordingly. The month in which the contract was concluded is taken as the starting point.

4. DELIVERY AND ACCEPTANCE OBLIGATIONS

- 4.1. Delivery and completion dates are only binding vis-à-vis customers if compliance with them has been expressly agreed in writing as a 'binding delivery date'. All other details of delivery dates are merely non-binding estimates.
- 4.2. If the start of the performance of the service or the performance is delayed or interrupted due to circumstances attributable to the customer, in particular due to a breach of the duty to co-operate pursuant to Section 13 of these GTCS or because agreed advance payments have not been made or because agreed orders for materials have not been placed on time, the performance periods shall be extended accordingly and agreed completion dates shall be postponed accordingly.
- 4.3. Deadlines and dates shall be postponed in the event of force majeure, strike, unforeseeable delays by TRIPAN's suppliers for which TRIPAN is not responsible or other comparable events that are beyond TRIPAN's control, for the period during which the corresponding event lasts.
- 4.4. If TRIPAN is more than 8 weeks late in fulfilling the contract, the customer has the right to withdraw from the contract after setting a reasonable grace period of at least two weeks. The grace period must be set in writing by registered letter with a simultaneous threat of cancellation. Any services rendered up to that point shall be paid for by the customer.
- 4.5. Reasonable and objectively justified minor changes to the performance of services by TRIPAN shall be deemed to have been approved in advance. This right shall only apply to consumers within the meaning of the Austrian Consumer Protection Act if it is negotiated on a case-by-case basis.
- 4.6. Objectively justified or agreed partial deliveries and services are permissible and can be invoiced separately and are to be paid within the agreed payment period.
- 4.7. Deviations from the ordered quantity of up to +/- 10 % are permissible. TRIPAN is entitled to withhold subsequent deliveries if instalments have not been paid.
- 4.8. TRIPAN is not obliged to accept follow-up orders; this is also expressly not the case if moulds, tools and devices of the customer are still the property of TRIPAN or if TRIPAN still holds them in safekeeping.
- 4.9. TRIPAN has the right to cancel accepted orders at any time if TRIPAN has reason to believe that the products to be delivered by TRIPAN are used in an overall product or in an overall construction which does not offer the necessary safety from a technical point of view, whereby the burden of proof is reversed vis-à-vis customers and they must therefore prove that their overall product/overall construction offers the necessary safety.

5. PASSING OF RISK, PACKAGING AND SHIPPING

- 5.1. Even in the case of carriage paid delivery, the risk shall pass to the customer when the goods leave the factory. In the event of delays for which the customer is responsible (even if not necessarily at fault), the risk shall pass upon notification of readiness for dispatch. Furthermore, the goods are deemed to have already been handed over and TRIPAN is entitled to send invoices and demand payment within the agreed time.
- 5.2. Unless otherwise agreed, TRIPAN shall choose the packaging and mode of dispatch at its own discretion. The goods shall only be insured against breakage, transport and fire damage at the customer's written request and expense.
- 5.3. The customer bears the risk for materials and equipment delivered by TRIPAN and stored at the place of performance.

6. DEFAULT IN ACCEPTANCE OR RENDERING ADVANCE SERVICES

- 6.1. If the customer is in default of acceptance or advance performance for more than seven (7) days (refusal of acceptance, default of advance performance or otherwise), and if the customer has not provided for the elimination of the circumstances to be attributed to him which delay or prevent the performance of the service despite a reasonable grace period, TRIPAN may dispose of the equipment and materials specific to the performance of the service elsewhere while the contract is still in force, provided that TRIPAN can procure them within a reasonable period of time in the event that the performance of the service is continued.
- 6.2. If the customer is in default of acceptance or advance services, TRIPAN is also entitled to store the goods at TRIPAN or in a nearby warehouse if TRIPAN insists on fulfilment of the contract, for which TRIPAN is entitled to a weekly storage fee in the amount of the costs incurred by TRIPAN, but in any case in the amount of 10% of the order value.
- 6.3. This does not affect TRIPAN's right to demand payment for services rendered or to withdraw from the contract after a reasonable grace period.
- 6.4. In the event of a justified rescission of the contract by TRIPAN, TRIPAN may demand lump-sum compensation from the customer in the amount of 95% of the order value plus VAT without proof of the actual damage. The obligation to pay damages by a customer is independent of fault. The enforcement of higher damages is permissible.

7. RETENTION OF TITLE

- 7.1. The goods delivered, assembled or otherwise handed over by TRIPAN remain the property of TRIPAN until full payment has been received.
- 7.2. In the event of TRIPAN's consent, the purchase price claim shall already now be deemed assigned to TRIPAN. Any legal transaction fees charged for such an assignment shall be borne by the customer, who shall indemnify and hold TRIPAN harmless in this respect.
- 7.3. If the customer is in default of payment, TRIPAN is entitled to demand the return of the reserved goods after setting a reasonable grace period. TRIPAN may only exercise this right against consumers within the meaning of the Austrian Consumer Protection Act as customers if at least one overdue payment by the consumer has been due for at least six weeks and TRIPAN has unsuccessfully warned the consumer of this legal consequence and set a grace period of at least two weeks.
- 7.4. The customer must inform TRIPAN immediately of the opening of insolvency proceedings against his

- assets or the seizure of TRIPAN's reserved goods.
- 7.5. TRIPAN is entitled to enter the location of the reserved goods to assert its retention of title, insofar as this is reasonable for the customer, after giving reasonable advance notice.
 - 7.6. The customer shall bear the necessary and reasonable costs for appropriate legal action.
 - 7.7. The assertion of the retention of title shall only constitute a cancellation of the contract if this is expressly declared.
 - 7.8. TRIPAN shall be entitled to realise the goods subject to retention of title that have been taken back in the best possible way.

8. PAYMENT

- 8.1. All payments are to be made exclusively in euros.
- 8.2. 8.2 Unless otherwise agreed, the purchase price must be paid within 30 days of the invoice date. Any agreed discount shall in any case be subject to the settlement of all previous invoices due.
- 8.3. For payment defaults, a default interest rate of 2% per month, capitalized quarterly, applies regardless of a reminder or the fault of the customer if the customer exceeds the payment deadline in accordance with Section 8.2. The default interest begins to accrue on the day following the due date of the payment. TRIPAN reserves the right to claim additional dunning fees as well as the costs incurred from engaging a collection agency or a legal representative.
- 8.4. The right to assert further claims for damages caused by delay shall remain reserved, however, in relation to consumers within the meaning of the Austrian Consumer Protection Act as customers only if this is negotiated in detail.
- 8.5. If the customer is in default of payment with other contractual relationships with TRIPAN, TRIPAN is entitled to suspend the fulfilment of TRIPAN's obligations under this contract until the customer has fulfilled them. TRIPAN is then also entitled to declare due all claims for services already rendered from the current business relationship with the customer. This only applies to consumers within the meaning of the Austrian Consumer Protection Act as customers in the event that an overdue service has been due for at least six weeks and TRIPAN has unsuccessfully reminded the customer under threat of this consequence, setting a grace period of at least two weeks. All delivery and/or service deadlines shall be extended by the duration of the delay in payment plus a grace period of two weeks for each (partial) delay in payment.
- 8.6. The customer shall only be entitled to set-off insofar as counterclaims have been established by a court or recognised by TRIPAN. Consumers within the meaning of the Austrian Consumer Protection Act as customers are also entitled to a right of set-off insofar as counterclaims are legally related to the customer's payment obligation, as well as in the event of TRIPAN's insolvency.

9. PROVISION OF MATERIALS

- 9.1. In the event that materials are provided by the customer as agreed, these shall be delivered at the customer's expense and risk with an appropriate quantity surcharge, but at least 5%, in good time and in accordance with the agreement and the purpose of the material provision. If these conditions are not met, the delivery time shall be extended appropriately, but at least until the next capacity window in TRIPAN's operations, and the customer shall compensate TRIPAN for any damages incurred, including damages due to production interruptions, except in cases of force majeure.
- 9.2. TRIPAN assumes no liability or warranty for equipment or materials provided by the customer and any

defects or poor fulfilment caused by such equipment or materials.

10. DIRECT DELIVERY RIGHT IN THE CASE OF BREACH OF CONTRACT BY THE CUSTOMER

- 10.1. Insofar as deliveries or services which TRIPAN must provide to a specific customer in accordance with the contract are to be passed on or provided by the customer to a third party (this third party hereinafter referred to as the 'end customer') and the customer of TRIPAN commits a breach of contract vis-à-vis TRIPAN (such as, in particular, default in payment or default in acceptance), TRIPAN shall be the 'end customer') and TRIPAN's customer commits a breach of contract vis-à-vis TRIPAN (such as in particular default of payment or default of acceptance), TRIPAN is entitled - without prejudice to the rights under point 6 of this contract and without prejudice to TRIPAN's other claims (in particular claims for damages) due to such a breach of contract - to deliver or perform directly to the end customer, bypassing TRIPAN's customer.
- 10.2. In this case, the delivery or service shall be deemed to have been provided to the customer if it has been provided to the end customer.

11. WARRANTY

- 11.1. **Unless expressly agreed in writing, TRIPAN does not guarantee that the products supplied by TRIPAN fulfil the customer's purpose or are suitable for the customer's intended use. The mention of an application example or use in an overall product or construction expressly does not mean that a specific product is suitable for this application. Reference is made to point 2.6.**
- 11.2. **Unless expressly agreed, TRIPAN does not guarantee that the products supplied by TRIPAN comply with the requirements or provisions of a specific technical standard, such as ÖNORMEN or DIN, or a specific legal standard (e.g. building regulations, trade regulations).**
- 11.3. **Unless expressly agreed, TRIPAN does not guarantee that surfaces will have a certain visual appearance. The customer acknowledges that, even if due care is taken, surface undulations or other irregularities in terms of colour, surface, dimensions and other technical characteristics cannot be avoided in the products manufactured by TRIPAN. Any warranty and/or liability in this respect is excluded. The same applies to minor adhesive leakage or minor contamination by adhesive in the case of manually bonded components.**
- 11.4. **In general, only those properties that have been expressly agreed in writing shall be deemed to be conditional properties within the meaning of § 922 para 1 ABGB. Compliance with other properties is excluded as far as legally possible.**
- 11.5. **Any warranty for usually assumed characteristics within the meaning of § 922 para. 1 ABGB is excluded as far as legally possible.**
- 11.6. Unless expressly agreed, TRIPAN assumes no liability or warranty for a specific period of use of the products supplied.
- 11.7. Unless otherwise agreed, material of average quality shall be processed; it is the customer's responsibility to specify better materials and processing methods and tolerances for particularly stressed parts if this appears necessary.
- 11.8. With regard to customers, the warranty generally presupposes the fulfilment of the customer's contractual obligations towards TRIPAN from related contracts and other contracts.
- 11.9. The warranty period for customers is six months from delivery.

- 11.10. Unless otherwise agreed (e.g. if formal acceptance has been agreed), the time of handover shall be the time of completion, at the latest when the customer has taken control of the service or has refused acceptance without giving reasons.
- 11.11. The rectification of a defect alleged by the customer shall not constitute an acknowledgement of the defect alleged by the customer.
- 11.12. The customer shall grant TRIPAN at least two attempts to rectify the defect.
- 11.13. If the customer's claims of defects are unjustified, the customer is obliged to reimburse TRIPAN for any expenses incurred in establishing the absence of defects or rectifying the defect.
- 11.14. The customer must always prove that the defect already existed at the time of handover.
- 11.15. The customer is obliged to carefully inspect all deliveries and services provided by TRIPAN for defects immediately after the time of handover. Defects in the object of delivery or service which the customer has discovered or should have discovered in the ordinary course of business during acceptance or handover by inspection must be reported to TRIPAN in writing immediately, at the latest two days after handover. Hidden defects must also be reported within this reasonable period from discovery. If a notification of defects is not made in good time, the goods or services shall be deemed to have been approved.
- 11.16. Any use or processing of the defective object of performance which threatens further damage or makes it difficult or impossible to determine the cause must be discontinued by the customer immediately, unless this is unreasonable.
- 11.17. The defective delivery or samples thereof must be returned to TRIPAN by the customer - if economically justifiable. The costs for the return transport of the defective item to TRIPAN shall be borne in full by the customer.
- 11.18. The customer is obliged to enable TRIPAN to determine the defect without delay.
- 11.19. The warranty is excluded if the customer's technical equipment, such as supply lines, cabling, etc., is not in a technically perfect and operational condition or is not compatible with the delivered items, insofar as this circumstance is the cause of the defect.

12. LIABILITY

- 12.1. **TRIPAN shall only be liable for financial losses due to the breach of contractual or pre-contractual obligations, in particular due to impossibility, delay, etc., in cases of intent.**
- 12.2. **The limitation periods of § 1489 ABGB are shortened for customers to the effect that claims for damages against TRIPAN must be asserted in court after six months from knowledge of the damage and the damaging party, but at the latest after two years from conclusion of the contract in the case of other limitation periods.**
- 12.3. **Irrespective of the legal basis of liability (contract, tort, strict liability or other legal basis), liability towards customers shall be limited, as far as legally permissible, to the lower of the following two amounts: (a) the actual coverage amount of any liability insurance taken out by TRIPAN or (b) the contract value of the contract whose obligations TRIPAN has breached. This limitation also applies to damage to an object that TRIPAN has taken over for processing.**
- 12.4. **Unless otherwise agreed in these GTCS, any liability of TRIPAN towards the customer for production downtime, loss of profit, loss of use, loss of contract or any other consequential damage is excluded.**
- 12.5. The exclusion of liability also includes claims against TRIPAN employees, representatives and vicarious agents due to damage caused to the customer by them without reference to a contract between them

and the customer.

- 12.6. TRIPAN shall not be liable for damage caused by improper handling or storage, overuse, non-compliance with operating and installation instructions, incorrect assembly, commissioning, maintenance, servicing by the customer or third parties not authorized by TRIPAN, or natural wear and tear, insofar as this event was causal for the damage. Liability is also excluded for failure to perform necessary maintenance, unless TRIPAN has contractually assumed the obligation to perform maintenance.
- 12.7. Any liability for a sudden component failure of the products supplied by TRIPAN (e.g. in the case of bonded products) is excluded in the event that these are used in an overall product or in an overall construction that does not offer the necessary safety, for example because no additional mechanical safeguards have been provided to protect against component failure in the case of bonded products.
- 12.8. If and to the extent that the customer can claim insurance benefits for damages for which TRIPAN is liable through its own insurance or insurance taken out in its favor (e.g. liability insurance, comprehensive insurance, transport, fire, business interruption and others) the customer undertakes to make use of the insurance benefits and TRIPAN's liability shall be limited to the disadvantages incurred by the customer as a result of making use of this insurance (e.g.: higher insurance premiums).

13. CUSTOMER'S DUTY TO COOPERATE

- 13.1. TRIPAN's obligation to perform the service begins at the earliest as soon as the customer has created the structural, technical and legal prerequisites for execution, which were described in the contract or in information provided to the customer prior to the conclusion of the contract or which the customer should have known due to relevant expertise or experience.
- 13.2. If the customer does not fulfil this duty to cooperate, TRIPAN's performance is not defective - solely with regard to the fact that the customer's performance is not fully available due to incorrect information provided by the customer.
- 13.3. The customer shall arrange for the necessary authorizations of third parties as well as notifications and approvals by authorities at his own expense.

14. INTELLECTUAL PROPERTY OF TRIPAN

- 14.1. Plans, sketches, quotations and other documents provided by TRIPAN or created by a contribution from TRIPAN remain the intellectual property of TRIPAN.
- 14.2. The use of such documents outside the intended use, in particular the passing on, duplication, publication and making available, including copying even in extracts, requires the express consent of TRIPAN.
- 14.3. Furthermore, the customer undertakes to maintain confidentiality towards third parties in respect of any knowledge gained from the business relationship.

15. THIRD PARTY PROPERTY RIGHTS

- 15.1. The customer is liable to TRIPAN for ensuring that the deliveries and services ordered are free from third-party property rights. If the customer provides intellectual creations or documents and if third-party property rights are asserted with regard to such creations, TRIPAN is entitled to stop the production of the delivery item at the customer's risk until the rights of third parties have been clarified and to claim reimbursement of the necessary and appropriate costs incurred by TRIPAN, unless the unjustified nature of the claims is obvious.
- 15.2. The customer shall indemnify and hold TRIPAN harmless in this respect.

15.3. TRIPAN is entitled to demand reasonable advance payments from customers for any legal costs.

16. FINAL PROVISIONS

- 16.1. If import and export licenses or foreign exchange permits or similar permits are required for the performance of the contract with the customer, the customer must make all reasonable efforts to obtain the required license or permits in a timely manner.
- 16.2. Should individual parts of these GTCS be invalid, this shall not affect the validity of the remaining parts. Already at this point TRIPAN and the Customer undertake, based on the assumption of fair contracting parties, to agree on a substitute regulation that comes as close as possible to the business result of the ineffective provision.
- 16.3. Austrian law shall apply to the exclusion of the conflict of law rules of private international law and the UN Sales Law. The place of performance shall be the registered office of TRIPAN.
- 16.4. The exclusive place of jurisdiction for all disputes arising from (or in connection with) the contractual relationship or future contracts between TRIPAN and the customer shall be the court having jurisdiction over the subject-matter and over Linz.