

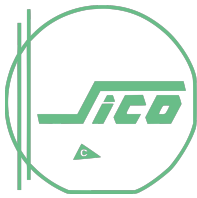
General Terms and Conditions of SICO Technology GmbH - 21.05.2024

I. General

1. Unless otherwise agreed upon prior in writing, all offers and agreements, as well as all services provided by the Seller, are subject to the Seller's terms and conditions, as set forth herein. The Buyer's terms and conditions hold no validity for the Seller and may not be brought into force as such.
2. Any initial offers or suggestions made by the Seller, whether in writing or otherwise, are subject to negotiations and therefore non-binding. Only our official order confirmation or letter of confirmation shall be binding. Any verbal explanations, agreements or suggested changes put forth by our representatives and employees, whether in person or otherwise, are valid only if followed by a written confirmation from our offices.
3. In cases of long-term contracts which may consist of piece-mill deliveries, the Buyer has the possibility to divide the quantity of goods to be delivered, provided he has made the necessary arrangements with the Seller in advance, as well as provide the Seller with a written delivery schedule and whereas said arrangement does not exceed 12 months from the day of order-confirmation, unless otherwise arranged with the Seller in advance. After the 12 month or agreed upon period, the Seller reserves the right to deliver all goods as indicated in this paragraph (I.3), whereas in such case the Buyer must make full and immediate payment. The Seller is not obligated to store any such goods without a prior written arrangement with the Buyer.
4. Any changes or cancellations to confirmed orders, or in such cases as indicated in section I paragraph 3, requires the Seller's prior written approval. In such cases where the orders or goods have already been completed, the Buyer is compelled to accept said goods. In any other cases the Buyer is bound to compensate the Seller in form of a replacement order.
5. The returning of packaging material according to the packaging decree will be accepted only after previous consultation with- and at no cost to the Seller.

II. Shipping, Distribution of Risk

1. All shipments of goods are made on a best efforts basis. The Buyer is responsible for special shipping and handling arrangements or requests and will be charged accordingly.
2. In all cases, regardless of shipping conditions or prior understanding, the Buyer assumes all risks as soon as the goods in question have left our place of shipping. The Buyer is also responsible for any shipping or delivery delays caused by the Buyer himself, or his representatives or appointed parties. Effective from the original dispatch date, the Buyer also assumes full liability if such delays cause said goods to disappear or effect their deterioration.
3. In cases where the Seller accepts shipping and insurance thereof, the Seller may be held liable only to such an extent as the Seller's carrier or insurer can be held liable.

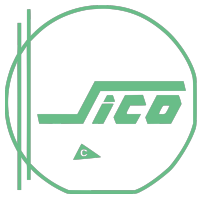


III. Prices and Payment Terms

1. Our prices are net in EURO (€), unless otherwise indicated by the Seller, plus all applicable taxes for goods and services. The Seller reserves the right to refuse any orders or commissions valued under €105.00. Unless otherwise agreed to by the Seller, payments should be made to the banking information provided, without any deductions or fees. Freight packaging and insurance costs will be forwarded to the Buyer.
2. Payment terms are subject to negotiations on a case-to-case basis and will be reconfirmed on the order confirmation. The Buyer is expected to fully honor these terms without further written reminders. The due date is effectively calculated from the date the invoice being issued.
3. Any offset against the price for any sums owed to the Buyer by the Seller, must first be approved by the Seller in writing. The Buyer does not reserve the right to withhold payment, unless otherwise indicated in the agreement by the Seller. In such a case, where agreed upon and under reasonable circumstances, the Buyer must make immediate payment, once any discrepancies or issues surrounding the specific order have been settled with the Seller.
4. Any interest charged to the Seller by its creditors, in cases such as a line of credit or an over draft, due to the Buyer being in arrears with the Seller, shall be forwarded to the Buyer accordingly. Should at any time the Buyer come into arrears, or the Seller be made aware that the Buyer is not in a position to service outstanding accounts with the Seller, the Seller reserves the right to immediately call upon any outstanding balances, including any I.O.U.s or promissory notes, as well as take reasonable and necessary steps against the Buyer, to ensure receipt of any monies due to the Seller in full. This is above and beyond any other claims the Seller may have.
5. The customer takes over all costs to bring in the unpaid money, this includes lawyers, dept-collection agencies, overdue notice costs, etc

IV. Delivery

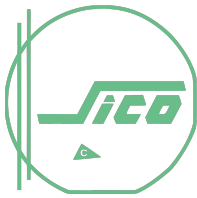
1. Based upon information at hand at the time of the order confirmation, all Goods shall be delivered to, and services shall be performed at, the Delivery on the date or within the period stated in the Order, in either case during the Buyer's usual business hours, on a best efforts basis. The calendar-week indicated in the confirmation, is based on the estimated product-completion date, and not on the actual delivery date to the Buyer. Possible delays in the delivery of Goods and Services, due to circumstances beyond our control such as Act of God, war, blackouts, lack of materials, interference by public authorities, flood, tempest, fire, accident, sabotage, insurrection, strikes, lock-outs, etc., whether directly or indirectly due to the Seller, his suppliers or otherwise, will automatically push back the delivery date accordingly. In such cases, the Seller shall not be held liable.
2. In case of circumstances, such as indicated above, where the Seller at his discretion can only deliver a portion of the Order, or has to withdraw from the Order completely, the Seller shall not be held liable for any damages by the Buyer.
3. The Buyer shall have the right to cancel the Order, in case the extended delivery date is not met by the Seller.



4. For any transactions that are considered non-commercial transactions, and the Seller defaults on delivery, for one or more reasons, the Seller's liability shall be limited to any proven and reasonable damage to the Buyer, but no more than 5% of the Seller's gross invoice amount and only for the affected part in question. Furthermore, the Seller's liability due to any delay of such delivery shall be limited to up to 5%, but no less than 0.5%, of the gross invoice amount and only for the affected part in question.
5. Should the Buyer effect any delays in the Seller's ability to deliver (i. e. refusal of confirmed order), the Buyer shall be held liable for any damages resulting thereof, for the amount of no less than 20% of the purchase price and any additional costs that may arise thereof.

V. Warranties and Liabilities

1. Any claims for defective or erroneous deliveries shall only be considered by the Seller, after the Seller's inspection of such goods. The goods in question shall only be accepted by the Seller for return, with prior written approval from the Seller.
2. The Buyer is responsible for and must upon receipt inspect all orders immediately to ensure his satisfaction. All obvious defects must be put forth to the Seller in writing within 3 working days of receipt of goods. All other claims must be made in writing to the Seller no later than 3 months of the date shipped by the Seller. The Seller is not liable for usual commercial defects and unavoidable deviations in quality.
3. The Seller shall rectify all prior approved claims by either replacing or repairing the goods at the Seller's discretion.
4. The buyer has the right to withdraw from the contract, only if the Seller at his discretion or for any reasons beyond his control is unable to service the Buyer's claim. Furthermore, the Buyer shall only be entitled to a refund of any monies that may have been deposited with an order, after all, if any, costs have been deducted to the Seller's benefit.
5. The Seller shall not be held liable for products that are used outside of the Seller's specifications. Any such use shall render the product's warranty useless and without further effect, unless negotiated with the Seller in writing, at the time of order placement and confirmation. In any case, it is the Buyer's responsibility to ensure that all products will meet his specifications for any intended usage.
6. Any goods manufactured by the Seller based on the Buyer's specifications, designs and drawings, are subject to limited liability to the Seller. Furthermore, the Buyer needs to take into consideration the Seller's available technology and capacity when placing an order. This is especially important for special or custom-made orders.
7. Unless otherwise prior negotiated in writing with the Seller, the Seller cannot be held liable for damages caused by the Buyer or a third party, whether inadvertently or not, including but not limited to mishandling, changes in structure, design, specifications and properties, as well as damage caused through chemical and electrical influences.
8. For damages within the scope of this warranty due to a breach of confidentiality, erroneous consultation, unauthorized action(s), faulty repairs and/or improvements, non-fulfillment of subsequent delivery, or due to any legal grounds, the Seller and/or his service and/or delivery provider shall only be held liable, if an intent of gross negligence on the Seller's side can be proven.

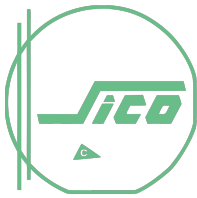


VI. General Liabilities

1. Any claims for any damages against the Seller or his service provider, especially due to a breach arising from any third parties and /or encumbrances at the conclusion of a contract, as well as arising from unauthorized action(s), are not possible unless an intent of gross negligence on the Seller's side can be proven or where an exclusion of liability is voided by law.
2. In any case – including as indicated in section V paragraph 8 – for any commercial or non-commercial transactions, whether or not due to gross negligence where the Seller is proven to be liable, the Seller's liability shall be limited to up to, but not exceeding the Seller's gross invoice amount for the product(s) in question only, in a case by case situation.
3. The Seller shall in any case be liable only within the scope of these "Terms and Conditions."
4. In cases where the Buyer engages the Seller for repairs or machining work, or other types of improvements, the Seller may be held liable for damages incurred whilst in the Seller's care, provided an intent of gross negligence is proven, limiting such damages to no more than 10% of the costs for such services, unless where otherwise provided by law.

VII. Reservation of Ownership

1. Any products, whether delivered or not, shall remain the property of the Seller, until all of the Buyer's open balances, whether or not specifically for any given product, are settled in full and to the satisfaction of the Seller. Payments made in forms of transfers and such, are only considered as "paid," after the Seller's account(s) has been fully credited accordingly and to the satisfaction of the Seller. Whilst having any such outstanding balances with the Seller, the Buyer is not allowed to sell, dispose of, nor process the Seller's said property. In such cases where the Buyer is faced with liquidation or other possible adverse situations, that may seriously impact the Buyer's operation(s) for the worse, it is the Buyer's duty to immediately officially inform the Seller in writing accordingly. The buyer is strictly prohibited from using the Seller's property as security or collateral. Should at any time, for whatever reasons, the Buyer surrender the Seller's property including due to confiscation or such, it is the Buyer's immediate duty to officially inform the Seller in writing of such an event, as well as provide the Seller with all official documentation(s) indicating the legality of such seizure(s). Any costs arising in connection to the above stated, including any replacement and legal costs, shall be borne by the Buyer.
2. The Buyer is liable for the safekeeping and condition of the Seller's property.
3. In case of delayed payment(s) or any adverse material changes in the Buyer's operation(s) as indicated in section VII paragraph 1, the Buyer is expected to immediately return the Seller's property to the Seller, without the Seller having to officially request it, nor the Seller be considered in breach of contract.
4. In cases where the delivered goods are in the property of the Buyer and on the Seller's behalf the Buyer further processes said goods for the purpose of producing a new object, the Buyer shall hold the Seller free and clear of any third party claims. As such, the Seller shall not be obliged to said third party.



5. The Buyer has no claims to any goods not fully paid for, whether or not said goods have been processed or integrated by the Buyer, his agent or any other third party, and hereby surrenders the right to any such claims and statements. Any other claims herein shall not exceed the Seller's invoice amount. Furthermore and at the Seller's discretion, the Buyer may request clearance of herein if the Buyer has a credit or has made partial payment or such, for no less than 20% of the Seller's gross invoice amount.
6. Goods delivered by the Seller may only be returned by the Buyer with the Seller's prior written approval. Furthermore, any returned goods must be in perfect condition and any costs connected thereto, including but not limited to freight and insurance, shall fall upon the Buyer. In cases where the goods have already been unpacked and/or used, the Seller reserves the right to base any credit upon the condition and re-usability of said goods. All returns, being in their original packaging and unopened, are subject to a 25% handling fee. No refunds, credit only.
7. By completing the purchase, the buyer acknowledges and agrees that all know-how, including but not limited to proprietary techniques, processes, and intellectual property, related to the purchased product, shall remain the exclusive property of the Seller. This agreement confirms the buyer's understanding and acceptance that no transfer of ownership concerning such intellectual property rights or know-how is made under this transaction.

VIII. Place of Performance and Legal Jurisdiction, Miscellaneous

1. Place of Delivery and Payment is Bad Bleiberg, Austria. All legal and other disputes shall fall under the Jurisdiction of Klagenfurt, Austria. However, at the Seller's discretion, the Seller reserves the right to file for legal action in the Buyer's jurisdiction.
2. The terms herein, as well as the Seller-Buyer relationship, are governed exclusively by the laws of the Republic of Austria. The Incoterms of 1953, in its latest version, shall govern any interpretations of commercial clauses or provisions. Regulations and interpretations as set forth by the Haag Commercial Buyer's Treaty of 1 July 1964, as well as any Austrian regulatory interpretation thereto, are not valid herein.
3. In cases of commercial transactions as indicated herein, where such transactions being with separate legal entities or properties, whether private or public, shall mean to be the same.
4. Any points within this document that may effectively be rendered null and void shall not mean the cancellation of any remaining parts of this document which shall still be in force.
5. The terms and conditions herein are at the Seller's discretion.
6. Plural and/or singular, as well as any gender references, shall mean to be the same.
7. The Seller reserves the right to make any necessary amendments to his Terms and Conditions, without further notice.
8. In case of any discrepancies or misunderstandings in the English version of the Seller's Terms and Conditions, the German version shall rule.
Please feel free to contact us directly to receive the German version of the Seller's Terms and Conditions.
9. Errors and Omissions accepted.