

1. APPLICATION OF THE LINDNER TERMS OF PURCHASE

- 1.1. These Terms of Purchase form the contractual basis of every legal transaction concerning the purchase of goods and services between LIMA Holding GmbH and Lindner-Recyclingtech GmbH (hereinafter referred to as "Buyer") and the respective Seller, even if no express reference is made to them.
- 1.2. Any terms and conditions, in particular terms of sale of the Seller shall be invalid in their entirety. No action or omission on the part of the Buyer may be understood by the Seller to mean that the Buyer agrees to the inclusion of the Seller's terms and conditions or contract forms.
- 1.3. By executing the legal transaction, the Seller waives the right to invoke individual provisions of its own terms and conditions or contract forms insofar as these provisions contradict these Terms of Purchase.
- 1.4. Unless otherwise agreed, all orders placed by the Buyer shall be based exclusively on these Terms of Purchase in the version valid at the time of conclusion of the contract, as available at
<https://www.lindner.com/>
- 1.5. In the event of contradictions to information in an order, the provisions and ancillary conditions mutually agreed with the order (also by implied acceptance of an order or its execution) shall take precedence.
- 1.6. In all other respects, the provisions set out in the order and these Terms of Purchase shall take precedence over all other provisions in other documents, unless a deviating order of the components of the contract has been expressly agreed.

2. COMMUNICATION AND FORMAL REQUIREMENTS

- 2.1. All legally binding declarations made by the Buyer shall be made exclusively in text form and shall be transmitted via the Buyer's ERP transmission system (as a .pdf-file). Subsequent — informal — declarations are not binding for the Buyer.
- 2.2. The Buyer shall be bound by a legally binding declaration for a maximum period of 3 working days — subject to earlier withdrawal of the same.
- 2.3. The acceptance of an order transmitted by the Buyer must be given within 3 days — in writing, if possible, according to point 2.1. Any reference to the Seller's terms of sale shall be inadmissible and irrelevant for the underlying contractual relationship.
- 2.4. These formal requirements also apply to any deviation from these formal requirements.
- 2.5. In addition to the information required by law, the Seller's invoice must contain the following information:
 - Order number
 - Delivery note number
 - Order items incl. LINDNER article number and item designation.

and must be sent in electronic form (.pdf) to invoice@lindner.com

- 2.6. The Seller is obliged to issue or sign all documents relating to compliance with export and import regulations as well as certificates of origin for the goods within 14 days of being requested to do so by the Buyer.

3. COMPLIANCE

The Seller warrants to comply with all laws applicable to the respective legal transaction as well as

- 3.1. the Lindner Packaging Instructions (Enclosure 1);
- 3.2. the Lindner Quality Assurance Regulations (Enclosure 2);
- 3.3. and the Lindner non-disclosure Regulations (Enclosure 3).

4. PRICES AND TERMS OF PAYMENT

4.1. Prices

The prices stated in the order are fixed prices and, unless otherwise agreed, include all services and ancillary services usually provided by the Seller as well as all ancillary costs such as, in particular, proper packaging and transport to the place of fulfilment.

4.2. Terms of payment

Unless otherwise agreed, the Seller grants a payment period of 60 days (the "due date").

The start of the payment period within the meaning of this section shall be the later of the two events:

- receipt of the invoice or
- the receipt of all goods at the final destination of the Buyer and/or the faultless performance of the services by the Seller.

4.3. The Buyer is entitled to deduct the following amounts from the invoice amount if payment is made before the due date:

3.0% if payment is made within 15 days of the start of the payment period;

2.0% if payment is made within 30 days of the start of the payment period;

1.0% if payment is made within 45 days of the start of the payment period.

4.4. The Buyer is entitled to reject the Seller's invoice if it does not contain the required information or is otherwise incorrect. The Seller shall be responsible for any resulting delay in payment by the Buyer.

5. DELIVERIES, TRANSFER OF OWNERSHIP

5.1. Deliveries

5.1.1. Upon acceptance of the order, the Seller shall be bound to all delivery dates stated in the order.

5.1.2. All information on deliveries refers to INCOTERMS 2020.

5.1.3. Unless otherwise specified, all goods delivered under this order shall be delivered DDP ("Delivered Duty Paid"). In any case, the Buyer is entitled to freely determine the mode of transport.

5.1.4. The respective place of delivery is also the place where the Seller's delivery obligations are fulfilled (place of fulfilment) and ownership is transferred to the Buyer (transfer of ownership).

If the Seller recognises that it is in default with the delivery and/or service, it must inform the Buyer immediately of the imminent default and its duration. The Buyer shall then be entitled to have the goods collected itself — by the fastest possible transport method — and to invoice the Seller for the costs of delivery and all appropriate expediting measures.

Confirmation of the new delivery date shall not constitute a waiver of the right to assert claims for damages, unless such a waiver has been expressly agreed in writing.

6. PROPERTY RIGHTS

6.1. All tangible and intangible goods made available to the Seller shall remain the property of the Buyer. The Buyer does not accept any liability whatsoever for any defects or consequential damage caused by the use of the Buyer's property. The Seller uses such property at its own risk and the Buyer makes no warranty as to its quality. The Seller undertakes not to pass on the Buyer's property to third parties and to ensure that it is returned at its own expense in the same condition as when it was handed over. In all other respects, the statutory provisions on the loan agreement shall apply.

6.2. The ownership rights to confidential information and intellectual property already held by a party prior to the commencement of the co-operation shall remain with that party.

6.3. In particular, the provision of confidential information does not constitute the granting of a licence for commercial exploitation. Notwithstanding this, the parties may grant such a licence in a separate written agreement.

6.4. The Seller and its affiliates may not directly or indirectly manufacture or sell products that imitate the products with the above-described rights of the Buyer.

7. CONFIDENTIALITY

All information made available to the Seller is confidential, unless the circumstances clearly indicate otherwise. The Seller undertakes to keep confidential information secret and not to pass it on to third parties without the Buyer's consent. In this context, reference is made to the Lindner confidentiality regulations.

8. WARRANTY

8.1. Object of the warranty

The Seller delivers goods and/or services without material defects and defects of title and with the agreed properties.

All product, performance and process specifications to which reference is made and in particular the quality standards of the Lindner Quality Assurance Regulations shall be deemed to be agreed features or properties.

If it should be recognisable to the Seller based on his specialist knowledge that the agreed features or properties are not sufficient to achieve the intended purpose, sufficient features or properties shall be deemed to have been agreed for the achievement of the intended purpose, unless the Seller has expressly pointed out the insufficient features or properties to the Buyer.

8.2. Exclusion of the obligation to give notice of defects

§§ 377 ff of the Austrian Commercial Code (UGB) shall not apply to contractual relationships based on these Terms of

Purchase. The Buyer is therefore not obliged to inspect the delivered goods and to give immediate notice of any defects.

8.3. Limitation period for warranty claims

The limitation period for warranty claims is 36 months from the date of completed delivery of all goods from the Seller to the place of destination or the performance of the services at the place of destination.

8.4. Scope of the warranty

8.4.1. Notwithstanding § 932 (2) of the Austrian Civil Code, ABGB, the Buyer is entitled to choose the warranty remedy (improvement, replacement, price reduction, conversion) without restriction. The Seller must therefore, depending on the Buyer's choice

8.4.1.1. repair the defective goods and/or services at its own expense,

8.4.1.2. replace the defective goods and/or services or parts thereof at its own expense or

8.4.1.3. reimburse the Buyer for the costs of repair or replacement of the defective goods and/or services or parts thereof, provided that the repair is carried out by the Buyer itself or by a third party appointed by the Buyer for this purpose.

8.4.2. The Buyer shall inform the Seller of the chosen warranty remedy in the event of a defect.

8.4.3. The Seller must reimburse the Buyer for the necessary expenses for the removal and installation or attachment of the defect-free item if the Buyer has installed the defective item in another item or attached it to another item in accordance with its type and intended use.

8.4.4. In the event that the Buyer or a third party appointed by the Buyer carries out the repair or replacement of the defective goods and/or services, the Seller shall bear the associated costs. In this case, the Seller shall reimburse the Buyer for all associated costs, in particular the time and material costs, any third-party costs, travelling expenses, transport costs, taxes, fees and charges.

8.5. The aforementioned provisions supplement all other rights and remedies provided by law or under an order or contract.

9. CHANGE AND SUSPENSION OF DELIVERY

9.1. The Buyer reserves the right to change the order at any time by written notice or to suspend it for a certain period of time.

9.2. If the change leads directly to a change in the Seller's production costs, an appropriate adjustment of the mutual performance obligations to the actual additional costs shall be made by mutual agreement. If the Seller does not provide a detailed and documented list of the cost change within 4 weeks of the change request being submitted, the change shall be deemed to have been approved by the Seller without any other adjustment to the Agreement.

9.3. Notwithstanding the above provisions, the Seller shall only be reimbursed for costs actually incurred and proven as a result of the change or suspension, provided that the Seller has taken and proven suitable measures to reduce costs.

9.4. The Seller must inform the Buyer immediately if it intends to make changes to the production process, in particular in the event of process changes, transfer of processes to another location or a change of suppliers, whereby the latter is only permissible with the written consent of the Buyer.

10. RIGHT OF WITHDRAWAL

- 10.1. The Buyer may cancel an order in whole or in part at any time by written notice to the Seller. In this case, the Buyer shall pay the Seller reasonable cancellation costs in the amount of the costs actually incurred.
- 10.2. The Buyer also has the right to withdraw from a contract in accordance with §§ 918 ff of the Austrian Civil Code, ABGB, if the Seller is in default. The Seller is in default if
- the Seller does not provide the service/goods on the agreed due date or
 - the Buyer justifiably refuses to accept the goods offered because the service was provided contrary to the Agreement or in a manner contrary to the Agreement, or
 - one of the other cases provided for by law triggering the consequences of default occurs.
- 10.3. A period of 14 calendar days is agreed as a reasonable grace period for the complete fulfilment of the Agreement prior to the declaration of withdrawal.
- 10.4. If the Buyer withdraws from the Agreement in the event of default, the Seller shall bear any resulting damage, in particular any additional costs incurred in connection with the replacement procurement of similar goods (covering transaction).
- 10.5. However, in the event of default, the Buyer shall be free to continue to adhere to the Agreement and its performance.
- 10.6. If the Buyer exercises his right of cancellation, the Seller must hand over all documents, materials and plans relating to the order in an editable file format.

11. LIABILITY AND INSURANCE

- 11.1. The Seller shall be liable within the scope of the statutory provisions — but irrespective of fault — for all personal injury, damage to property and financial loss as well as consequential damage caused by defects in its goods and/or services for which it or its vicarious agents are responsible.
- 11.2. Any limitation of claims for damages or recourse to which the Buyer is entitled is expressly excluded.
- 11.3. In order to adequately cover the Seller's liability risks, the Seller shall take out and maintain, at its own expense, business/professional liability insurance (including subcontractor risk, if applicable) with an appropriate sum insured for the duration of the contractual obligation to the Buyer and shall maintain this insurance cover for at least five (5) further years after complete fulfilment of the Agreement.

12. APPLICABLE LAW/JURISDICTION

- 12.1. The Agreement and all legal disputes arising in connection therewith shall be governed exclusively by the laws of the Republic of Austria, excluding the conflict of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 12.2. The exclusive place of jurisdiction is the competent court in Klagenfurt/Austria. Alternatively, the Buyer is entitled to invoke the jurisdiction of the court at the place of seller.
- 12.3. In addition, and alternatively, the Buyer shall be entitled to have all disputes arising out of or in connection with a contract concluded between the Buyer and the Seller finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall take place at the seat of the arbitral tribunal in Vienna.

13. SUPPLEMENTARY CLAUSE

Should one or more provisions of these Terms of Purchase be or become invalid, this shall not affect the validity of the remaining provisions. The parties hereby agree to replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision.