

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

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The General Terms and Conditions of Sale and Delivery contain important provisions with regard to the rights of our employees, installation instructions and instructions of use, prices, retentions of title, shipping, warranty, compensation for damages and the like.

1. General

1.1. All our delivery transactions and all present and future legal relationships between the customer and us are exclusively subject to our General Terms and Conditions of Sale and Delivery. Agreements deviating from these in individual cases are only binding if they are confirmed by us in writing. We are not bound by purchase conditions or other terms and conditions of our contractual partners, even if we do not expressly object to them in individual cases. By placing an order, the customer accepts exclusively our General Terms and Conditions of Sale and Delivery. Declarations, consultations, which deviate from our technical guidelines as well as agreements regarding price, delivery time and payment conditions, which our employees make, become binding only by our written order confirmation, as far as these are confirmed therein. The customer shall check our order confirmation immediately upon receipt. In the absence of written objections within 8 days, the conditions stated therein are considered as fully accepted by the customer.

1.2. The power of attorney of our sales representatives is limited to the fact that they are not entitled to collect payments.

1.3. The data required for order processing and accounting, such as the customer's name, address, order and booking data are stored in our EDP system. The stored data will only be used by us within the framework of legal regulations.

2. Performance specification

2.1. The subject of supply contracts (purchase contracts or contracts for work and services) is exclusively the delivery of physical goods according to prevailing specifications.

2.2. Not the subject of supply contracts, not even as a contractual accessory obligation, is an examination by us as to whether the ordered goods are suitable for a certain purpose.

3. Customer service, installation, use

3.1. As far as technical installation and use guidelines are issued by us, these must be observed and it is incumbent on our customers to obtain these guidelines from us. No liability is accepted in the event of non-compliance with our guidelines. The same shall take account of the technical findings published up to one year before the conclusion of the contract and shall be reissued if necessary.

3.2. The technical advice provided by our employees is generally non-binding and limited to the solution of simple craft-oriented installation/use guidelines. Any further technical advice may only be given with our written consent. Our customers are not entitled to technical advice.

3.3. As far as we provide design proposals and other proposals, drafts, drawings, these remain our property and may not be made accessible to third parties. Drawings and samples provided to us, including those that did not lead to the order, are available to the customer. If these are not collected within six weeks after submission of the offer or execution of the order, we are entitled to destruction.

4. Conclusion of contract

Our offers, price lists and cost estimates are non-binding. Quotations are subject to a fee. Descriptions of the delivery item and technical specifications are non-binding.

We are free to consider changes and additions requested by the customer after conclusion of the contract. If necessary, these are charged separately, according to actual expenditure in working time and material.

5. Contract withdrawal and default

5.1. We are entitled to withdraw from contracts already concluded if the creditworthiness of our customers appears doubtful to us, or if we are unable to perform due to operational disruptions, difficulties in procuring materials, traffic obstructions or similar events. In the event of withdrawal for the aforementioned reasons, our customers are not entitled to assert claims for damages or other claims. In case of doubt as to the solvency or creditworthiness of the customer, however, we shall also have the option of demanding immediate cash payment or the provision of security in the amount of the entire order value prior to delivery, instead of rescinding the contract.

5.2. If the customer does not accept the goods, we are entitled to withdraw from the contract and/or claim damages for non-performance after setting a 14-day period. In any case of a withdrawal declared by us due to circumstances

within the sphere of the customer, we are entitled to demand either 30% of the agreed order amount without proof of damage or compensation for the actual damage incurred.

5.3. If an agreed delivery date is exceeded by more than 6 weeks, our customer is entitled to set us a subsequent delivery period of 6 weeks. In the event that this additional delivery period expires without result, the customer is entitled to withdraw from the contract if he has threatened to withdraw from the contract by setting the additional delivery period. Should the additional delivery period not have been met without our fault, the right of withdrawal does not exist. In this case, the customer may withdraw from the contract at the earliest 4 months after the original delivery date has been exceeded. Claims for damages of the customer due to delayed delivery or non-fulfilment are excluded. Partial services already rendered are to be accepted and paid for by the customer. Partial deliveries and partial invoicing are permissible, whereby partial deliveries are to be paid by the customer at the specified payment conditions.

6. Prices

6.1. The prices stated in our price lists or order confirmations shall apply plus value added tax.

6.2. If delivery is made later than 3 months after placing the order without our being responsible for a delay in delivery, we shall be entitled to a corresponding increase in the agreed prices if we make a general price increase after expiry of the 3-month period due to an increase in cost factors.

6.3. Invoices are due for payment free and clear of any charges and deductions at the latest within 8 days from the invoice date, unless agreed otherwise in writing.

6.4. In the event of default in payment, we may - apart from further claims - charge the statutory or customary bank interest, but at least 9,2% above the respective base interest rate in accordance with Section 456 Austrian Commercial Code; in addition, all dunning and collection charges incurred shall be reimbursed to us.

6.5. In the case of a customer's multiple payment liabilities, we are entitled to dedicate the incoming payments to the full or partial coverage of individual liabilities.

6.6. Our customers are not entitled to retain payments for any reason whatsoever, in particular because of notices of defects or claims for damages or to offset them against our claims with counterclaims. If, in the event of a delivery or service, the customer is entitled to a right of retention with regard to the remuneration, this shall in any case be limited to the amount of the cover capital of the improvement costs.

6.7. Bills of exchange or cheques are only accepted on account of payment and do not fundamentally affect our claims. If we agree to accept bills of exchange or cheques, we will charge our customers the usual discount rate, bill of exchange tax and bank charges. Credit notes issued in this respect will be made subject to actual receipt.

6.8. For orders without special price agreements, the prices of our price lists valid on the day of placing the order shall apply. In the case of deliveries or partial deliveries which are to take place later than four months after the date of order confirmation, the sales price valid at the time of delivery shall apply.

6.9. In the absence of any other agreement or provision in our price lists, our prices only include the provision of the goods "ex works" loaded in bulk.

7. Retention of Title and Right of Retention

7.1. The delivered or processed/installed goods remain our property until all our claims from the transaction (invoice amount plus any interest, expenses and costs) and all claims arising from the business relationship with the customer have been paid.

7.2. The goods taken back in the course of exercising the retention of title will be brought back to our customer at the purchase price minus at least 50 % and minus damaged goods. We reserve the right to change invoices.

7.3. Our customer may resell and/or process the delivered goods in the ordinary course of business. He hereby assigns to us his claims against third parties, insofar as these arise from the resale or processing of our goods, until all our claims against him have been fulfilled. He undertakes to make a corresponding note in his books of account and to provide us with all relevant data at our request. The customer must also inform us without delay of any impairment of the rights to the items owned by us.

7.5. If the reserved goods are combined or mixed with other items, we shall be entitled to ownership of the new item in the ratio of the value of the reserved goods to the value of the other items at the time of combination or mixing. If the new item thus created is resold, our customer assigns the aliquot purchase price from the resale in the sense of the preceding provisions to us. If the goods subject to retention of title are processed within the scope of a contract for work and services in such a way that a third party acquires ownership, our customer assigns his claim to the pro rata wage for work and services within the meaning of the preceding provisions to us.

7.6. If the customer defaults on his payment obligation to us or violates one of the obligations arising from the agreed retention of title, the entire outstanding claim shall become due immediately. In this case, we are in any case entitled, without having to declare a withdrawal from the contract, to demand the return of the goods owned by us and to collect them from the customer or from a third party, whereby the customer waives the assertion of a retention for whatever reason. The customer is obliged to bear the costs of taking back the reserved goods or to

reimburse us.

8. Delivery Times

The delivery deadlines listed or agreed upon in the contract are not fixed deadlines. Deadlines designated as "tentative" are only indicated as approximate and are non-binding. Agreed delivery deadlines may be extended by a maximum of three months, provided we are not capable of timely delivery due to company reasons that are not subject to due diligence required by a prudent businessperson.

9. Fulfilment, delivery and acceptance

9.1. Delivery shall be carried out by us exclusively at the risk and expense of our customers. Upon transfer of the goods to the forwarding agent or freight carrier, and upon separation of the goods in the event of delayed acceptance by the customer, risk shall transfer to our customers. This shall also apply to partial deliveries, even if these were initiated by us or if we have assumed the delivery costs.

9.2. We shall only consign the goods according to the instructions of our customer or his agents or the freight carrier and shall not accept liability for overloading. Damage resulting over the course of loading and incompleteness of the load must be reported immediately, otherwise rights resulting therefrom shall be lost. The goods shall only be insured by us against transport damages upon explicit written instructions and for the account of the customer.

9.3. In case of transport damage, certification of the damages discovered must be included on the freight carrier's confirmation of receipt.

9.4. The customer shall be committed to check the goods thoroughly upon receipt, in which case random samples must be taken as required. Defects, no matter what kind, and the delivery of an obviously different item than the goods or quantity ordered must be reported immediately upon receipt and no later than within 3 days in writing or specified via a registered letter. Also in case of a complaint, the customer shall be committed to accept, unload, and correctly store the goods at his own expense. Defects, no matter whether involving quantity or quality, that are not immediately detectable upon initial inspection, must be reported immediately after their discovery in the same way. In case of complaints that are not submitted in due form or within this deadline period, the goods shall qualify as completely approved with regard to quantity and quality, and all claims against us are therefore excluded.

10. Warranty

10.1. We provide warranty in accordance with the law and in the sense of the following provisions, unless otherwise individually agreed. The warranty period is 6 months from the date of performance, whereby claims must be asserted in court within this period in the event of other loss. The provision of Section 924 of the Austrian Civil Code regarding the presumption of defectiveness is excluded. The burden of proof that a defect for which we are responsible existed upon delivery or handover shall rest exclusively with the customer. The warranty period will not be extended due to the rectification of defects. As long as the customer has not properly fulfilled his contractual obligation, we are not obliged to remedy the defect, in particular to rectify or replace the goods. If the delivered goods are modified, improperly handled or installed by the customer, the warranty obligation expires. We shall only be liable for the costs of any defect rectification carried out by the customer himself if we have given our written consent to this. The customer must ensure that the delivered goods are used as intended and exclusively in the sense of any instructions supplied. Only properties that have been expressly warranted by us in writing are deemed to be warranted. Deviations in dimensions, equipment and material customary in the trade and/or due to manufacturing technology do not entitle to a complaint, just as colour deviations or the like. If products of an older series or type are ordered from us (e. g. according to an older spare parts list), we are not obliged to inform the customer that these products may no longer comply with the latest general technical standards and regulations.

10.2. If we are obliged to provide a warranty to our customer, we shall be free to make subsequent improvements or replacement deliveries. If this does not lead to a contractual performance within a reasonable period of time, our customer may claim a price reduction, especially if a rectification would not be possible or only at disproportionately high costs. All warranty claims are limited to the value of the defective product delivered by us. We shall not be liable for consequential damages arising in connection with a warranty case, for example after installation has already taken place.

11. Damage compensation

11.1. Damage compensation claims, e.g. due to delayed delivery, withdrawal from the contract, defective delivery or services provided, for whatever reason and especially in connection with the provisions of the product liability act, may only be enforced against us if we are found to be grossly negligent or to have acted with intent. Similarly, other damage compensation claims, especially those due to positive contractual violation or due to culpability upon contract completion, shall be excluded, unless we have acted with intent or gross negligence.

11.2. Damage compensation claims in any case only include the pure repair of damages, but not also consequen-

tial damages and loss of profit. They become time-barred - unless a statute of limitations occurs earlier - within 6 months from knowledge of the damage, at the latest 2 years after delivery.

11.3. If the customer declares a dispute by way of a legal case affecting him and we join this case on his side, the customer must remunerate all costs for legal representation involving this purpose, provided such costs have not in fact been refunded by the opposing party within 14 days following completion of the case. However, such a refunding obligation shall not apply to the customer if the opposing party is exempt from its refunding obligation towards us due to culpable illegal behaviour on our part, which would require us to be proven guilty of gross negligence or intent.

12. Place of fulfilment, court of jurisdiction, final provisions

12.1. The court of jurisdiction for all direct and indirect legal disputes resulting between us and the customer shall exclusively be the materially responsible court at A-4600 Wels, Austria. The place of fulfilment shall be A-4702 Wallern an der Trattnach, Bergernstraße 1, Austria. Exclusively Austrian law shall apply to the contractual relationship. UN sales law shall be excluded in this case.

12.2. If one or more of these specifications of these provisions are invalid and/or incomplete or become so, then the invalid provision shall be replaced by a legally valid provision that comes as close as possible to the intended commercial effects. The invalidity or incompleteness of the provision shall not affect the validity of the other provisions and the contract.

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AIRpipe GmbH