

## PACT Technologies Consulting & Trading GmbH

### 1. General

- 1.1 The following purchase terms apply to all purchase agreements (purchase agreements, service agreements, work performance agreements and miscellaneous supply contracts) entered into by PACT Technologies Consulting & Trading GmbH, Innsbruck (hereinafter "PACT") unless expressly specified otherwise.
- 1.2 The vendor's general terms and conditions of any kind do not apply in any capacity, even if they do not contradict PACT's own purchase terms and even if they are not expressly objected to. This latter applies unless the purchase terms of the vendor have been agreed to in writing by PACT.
- 1.3 The fulfillment of a purchase or the maintenance of silence on the part of PACT does not lead to the recognition of the general terms and conditions of the vendor.
- 1.4 Divergent agreements, side agreements, assurances and changes in the purchasing conditions can be agreed to in writing and only for each particular case.

### 2. Offers to PACT

- 2.1 The specifications of the delivery / service object defined by PACT shall be deemed as warranted.
- 2.2 All offers submitted to PACT by suppliers/vendors are each binding for to a minimum period of 4 weeks upon receipt by PACT and do not, regardless of which preliminary work form a necessary part of the offer to PACT, serve as entitlement to order placement or to remuneration.
- 2.3 PACT's current offer submission guidelines are to be complied with.

### 3. Order Placement

- 3.1 PACT considers orders to be legally binding if they are duly signed by the authorized staff at PACT Shopping. Verbal orders are not binding. Release orders from general agreements can be processed in electronic form.
- 3.2 An exchange of approved upstream suppliers of raw materials for order execution requires the express written consent of PACT. Should there be a failure to comply with this regulation, PACT is not obliged to accept the delivery or service, and the legal consequences of non-compliance take effect.
- 3.3 Orders created electronically are valid even without a signature, provided that it contains a standard order number.
- 3.4 The award of the execution of purchase contracts in whole or in part to subcontractors of vendors is permitted only after written consent by PACT is granted in each individual case.

### 4. Order Confirmation

- 4.1 Unless expressly agreed otherwise, PACT is to receive order confirmation within 5 working days, in particular to confirm the price and delivery time. Otherwise we will assume that you are in tacit and fully substantive agreement. In the event of deviating or incorrect order confirmations PACT is entitled to revoke the order.

### 5. Prices

- 5.1 The agreed prices are fixed prices. Subsequent increases, regardless of cause, are not recognized, unless there is an individual agreement of the exception in writing.

### 6. Delivery Times

- 6.1 The prescribed delivery times is to be strictly adhered to. Partial deliveries or premature delivery require the approval of PACT.
- 6.2 As soon as the supplier realizes that timely delivery is not possible or only partially possible, this is to be reported immediately, stating the reasons and the expected duration of the delay and PACT's agreement.
- 6.3 In the event of delayed or incomplete delivery, we are entitled to withdraw from the contract without granting a grace period, or, alternatively, to insist on delivery. In the case of a severe delay in delivery, PACT is subject to any costs from vendors, nor is PACT subject to any other claims for damages.

### 7. Packaging and Transportation

- 7.1 PACT's delivery of goods provisions in the applicable version must be observed.
- 7.2 The price is understood to be "inclusive of packaging". In the case of other agreements, the packaging shall be charged at cost price and shown separately.
- 7.3 Any damage caused by improper packing shall be borne by the supplier.
- 7.4 The price applies basically DDP PACT warehouse, Thaur, Austria according to Incoterms in the applicable version.
- 7.5 Exceptions to costs incurred at the place of delivery specified by PACT for transport, packaging, insurance and other miscellaneous costs related to the delivery of the goods, shall be agreed in writing.

### 8. Delivery and Acceptance

- 8.1 Acceptance of the delivery is considered legally valid only following verification and approval by the incoming goods inspection by PACT, even if receipt of delivery has been confirmed by PACT or the invoice has already been paid.
- Accordingly, we reserve the right to contestation of the delivery at a later date. Should it not be possible in our production process to check the goods at goods received, we reserve the right to contest the goods if any defects are found in relation to the final products they form part of.
- Here, the resulting damage to the overall product is subject to a refund by the vendor.

### 9. Invoice

- 9.1 The invoice containing all order details shall be sent to PACT immediately after shipment of the goods or after services have been fully provided or as a collective invoice, citing our individual order numbers.
- 9.2 Invoices for goods and services should include time sheets verified by PACT. Submitted invoices which do not adhere to these terms, in particular with regards to the order reference number, will be not be considered as submitted.
- 9.3 cessions require the previous written consent of PACT.
- 9.4 Two commercial invoices, each with a movement certificate or a certificate of origin Form A and each with packing list enclosed with the shipping documents, or with the label "For customs matters" should be sent to goods received department the in a timely manner so that they are present upon arrival of the goods.

### 10. Payment

- 10.1 If no special agreement is made, the payment of unopposed acquired goods and services is at the discretion of PACT and made either within 30 days upon receipt of invoice and goods at PACT minus a 3% discount or within 60 days net upon receipt of invoice and goods by PACT.
- 10.2 Payment is considered as completed following the handover of the transfer order to the bank - either in writing or by electronic data transmission - or following the posting of a valid crossed check.
- 10.3 A payment does not imply the correctness of the delivery and therefore has no impact on claims by PACT in connection with the fulfilment of the contract, such as Compensation claims, right of withdrawal, etc.
- 10.4 Exchange rate and currency fluctuations and bank charges shall be borne by the supplier.
- 10.5 PACT is entitled to withhold payment until all complaints matters have been resolved. PACTS entitlement to a discount is not affected by this.

### 11. Machinery and Equipment

- 11.1. Machinery and equipment must be equipped with the required safety devices and comply with applicable safety regulations. When installing electrical systems or supply of electro-technical products, the vendor must adhere to the guidelines on mass, quality and design outlined by PACT and all electrical safety regulations must be observed.
- 11.2. In particular, legislation on the safety of technical installations and equipment in their valid versions, currently 1985, LGBL. 1985 no. 100, with the corresponding Regulation on the safety of Technical Facilities and equipment, currently 2002, LGBL. 2000 No. 187 and all related provisions, as well as the valid ÖVE or VDE regulations, as well as other relevant standards and codes of practice are to be adhered to.
- 11.3. Should EU directives, laws, regulations or other applicable regulations in the EU member states require a CE marking, the procedure to be used in the application of the CE-mark is defined in the provisions. Adherence to these prescribed procedures is an absolute prerequisite for the fulfilment of the contract.

### 12. Safety Rules and Regulations

- 12.1 The vendor guarantees that the delivery / service are in adherence to the relevant EEA or EU regulations and corresponding guidelines. In the event of non-compliance with these regulations, or any conditions set out by authorities or other public bodies, the vendor is committed to bearing any resulting costs and liability for penalties.

### 13. International Labour Standards

- The vendor is responsible for ensuring that in relation to its contracted services it complies fully with the International Labour Standards of the International Labour Organisation. PACT has the right to
- Terminate the agreement with immediate effect if the above is not adhered to. Any act of non-adherence to International Labour Standards is an important reason for the immediate termination of the business relationship with the vendor.

#### **14. Warranty and Complaints**

- 14.1 The vendor guarantees the use of best, most appropriate materials, special-purpose and true-to-design execution, functional and safe construction and flawless installation.
- 14.2 The supplier is equally liable for the completeness and correctness of the information and statements contained in brochures and proposals and especially in certificates or tests.
- 14.3 The vendors warranty period is 30 months and starts from the acquisition of goods as defined in section 8 or on completion of the work or properly start to run.
- 14.4 The Supplier acknowledges that an examination of the raw and auxiliary materials before processing at PACT can only be conducted to a limited extent and is subject to random testing, rather, it is during the production process that the soundness of the delivered raw and excipients can be examined.
- 14.5 Damages and defects are to be eliminated at point of use and the costs are to be borne by the vendor. PACT is entitled to a compensation for defects that are noticed only during processing or during use.
- 14.6 If during random testing, aspects of the delivery process are shown to breach PACT's purchase terms or the commercial nature, the entire delivery will be completed at no cost.
- 14.7 PACT is entitled to a period of 12 months within which to report defects. Hidden defects shall entitle PACT compensation claim at any given time.
- 14.8 Once corrective action has been completed, the warranty and guarantee period is renewed.
- 14.9 If the vendor fails to arrange shipping returns within 14 days of the notice of defects, PACT is entitled to return the disputed goods to the address of the vendor at the vendors cost and risk.
- 14.10 Acceptance of the goods by the supplier at their warehouse does not release them from this provision.
- 14.11 All deliveries to PACT must be free of retention of title. Such reservations are ineffective even without specific objection by PACT.
- 14.12 The supplier is to send any storage and operating instructions with the product without solicitation and, where appropriate, specifically provide information on further necessary measures in connection with the handling of the delivered goods. In a breach of this provision the vendor shall be liable for any resulting damages.
- 14.13 The vendor must immediately make PACT aware of any claims against them arising from warranty or product liability for goods which are also supplied to PACT. The vendor agrees to cooperate with PACT in a creation or communications relating to any warnings or recalls, affecting its products.

#### **15. Liability**

- 15.1 The vendor is liable for the execution of the order and for the offer itself and remains PACT's sole contract and contact partner even in the event that services are performed by a subcontractor.
- 15.2 The vendor is obliged to indemnify PACT and hold the latter harmless in relation to any delivery disputes, which are based on intellectual or industrial property rights, and to guarantee the unrestricted use of the delivered goods.
- 15.3 The vendor shall release PACT of all third party claims based on product liability legislation and compensate PACT in the event that damage in particular repatriation costs, loss of interest, Attorneys' fees, among others are incurred, unless the defect was caused by PACT in accordance with EEA / EU product liability law.
- 15.4 If the delivered goods are defective, or, in particular, do not meet the sample, quality requirements, packaging and shipping instructions, and material labelling requirements, the vendor is obliged to reimburse PACT for costs incurred for the inspection of the goods, identification of defects, sorting, refurbishment once they have received charges.
- 15.5 Moreover, further legal claims remain unaffected by PACT.

#### **16. Property Rights and Confidentiality**

- 16.1 Rights to drawings, designs, which are made available to the supplier, remain with PACT.
- 16.2 The vendor (including its individual employees) is obliged to treat with confidence information disclosed by PACT and / or its affiliates, in particular, with regards to development, inventions, production, purchasing, accounting, engineering, marketing and sales policies, sales, new product plans and objectives, strategies, records, designs, samples, models, drawings, sketches, systems, processes, production, content and information of a confidential nature with regards to the business relationship, key contracts, values, etc. (collectively, the "Confidential Information"). This information shall not be used without the written consent of PACT, for any reason or purpose whatsoever, now or at any time in the future not for commercial purposes, or disclosed to any third party for their own use or benefit. Any essential disclosure of confidential information to vendors requires written approval and the commensurate obligation of vendors to maintain confidentiality.
- 16.3 Upon request, the vendor shall promptly return to PACT all correspondence and any documentation containing confidential information, including copies thereof in possession of the vendor regardless of whether they were created by the vendor, PACT or third parties.
- 16.4 The restrictions and obligations of this agreement extend beyond the expiration, termination or cancellation of the business relationship. The supplier and any successor(s) will remain bound by it.

#### **17. Drawings, tools, molds**

- 17.1 Drawings, aids, tools, molds and the like, to the extent that they are made available to us in order to execute the order, shall remain the property of PACT, and will not be made available to third parties nor be used for advertising purposes. They are to be returned to PACT in perfect condition upon the latter's request.
- 17.2 Tools, molds and the like, which are wholly or partly manufactured at the expense of PACT, shall become the property of PACT along with their process of production. These as well as the tools provided by us are to be stored carefully, maintained or repaired by the vendor.
- 17.3 After each job for which the tools, molds, etc. are used, PACT is entitled to demand the free and immediate release and return of all tools, molds and the like.
- 17.4 The vendor is obliged to grant PACT or individuals authorized by PACT access as well as ensuring that they are not prevented from repossessing any tools. Tools are to be handed over undamaged, and ready for operation and via registered delivery.

#### **18. Provision of Materials**

- 18.1 Material provided remains the property of PACT and is to be defined as such, and stored and managed separately. In the event of diminished value or loss, the vendor is obliged to offer compensation.
- 18.2 Material provided may only be used for PACT orders. In the treatment and processing of this material PACT is the immediate owner of any new or reworked articles. Any cost calculations for materials provided by PACT shall be conducted in the form defined by PACT.

#### **19. Place of Performance**

- 19.1 The place of performance for deliveries or services and for the transfer of risk is specified by PACT.

#### **20. Shipping Instructions to the Seller**

- 20.1 Whether PACT is wholly or partially responsible for the payment of freight costs, these terms must be strictly adhered to. In the event that the vendor initiates a shipment without specified shipping instructions from PACT, or without taking into consideration PACT's specifications, PACT is entitled to hold the vendor accountable for disadvantages resulting from the difference between their choice and the cheapest possible shipping option.
- 20.2 shipments by rail and post, provided that the vendor does not deviate from the provision to ship in compliance with those rules tariff, which the most cost effective freight offering.
- 20.3 For deliveries from non-EU or non-EEA countries, a customs tariff number must be noted on all shipping documents as well as net weight and the country of origin of the goods. PACTS order and item numbers should be noted on all shipping documents.
- 20.4 The most current version of PACTS delivery of goods provisions must be observed.

#### **21. COD shipments**

- 21.1 COD orders will be accepted only if expressly agreed.

#### **22. Delivery Address**

- 22.1 If no additional delivery information was provided, cargo shall generally be sent to PACT at their appropriate address.

#### **23. Other provisions**

- 23.1 The use of the name PACT as a reference on any reference lists of vendors is permitted only with the express consent of PACT.
- 23.2 The vendor is excluded from disputing or adapting the contract due to error (including calculation error).
- 23.3 This Agreement shall remain valid even if any individual provisions should prove to be invalid. The provision in question is then interpreted as meaning that the tasks originally envisaged with commercial and legal purposes are achieved to the extent possible.

#### **24. Jurisdiction**

- 24.1 In the event of a dispute, Austrian substantive law is to be applied. This applies both to the realization of an agreement as well as the resulting claims from such an agreement. To this end, the Parties agree to the jurisdiction of the factually responsible court in Innsbruck. PACT can choose the jurisdiction based on the customer's residence.