GENERAL TERMS AND CONDITIONS OF CONTRACT
of
NEXUS Elastomer Systems GmbH

1. Scope of Application and Terms

1.1 These General Terms and Conditions of Contract (in the following "GTC") shall apply to all legal transactions concerning the delivery of Goods and the provision of services between NEXUS Elastomer Systems GmbH (in the following “NEXUS”) and the recipient of the delivery or service, unless the parties have not otherwise explicitly agreed upon in writing.

1.2 In the context of these GTC, “Customer” means requester, purchaser, recipient or purchaser of Goods or customer of the services. Delivery includes the legal transaction for the delivery of Goods, but also the contract for other (incidental) services, including consultancy or installation services, as well as the performance of legal transactions. Party are the customer and NEXUS as well as both in common. Goods means the Goods subject to the order.

1.3 Suppliers’ Terms and Conditions or forms shall not be recognised or incorporated into any part of the current contract, regardless of whether or not NEXUS knew, objected to its validity, or they conflict with the terms of the GCP. Also, the unqualified approval of the delivery or silence shall not imply a submission by NEXUS under such conditions.

1.4 The Customer is subject to all regulations according the GTC upon acceptance of delivery. If NEXUS is in long-term business relationship with the Customer, the GTC for each individual delivery shall apply even if their validity was not separately indicated.

2. Price quotations, orders and offers

2.1 Unless otherwise agreed upon in writing, price quotations by NEXUS shall not be binding and their accuracy shall not be guaranteed.

2.2 Proposals by the Customer to conclude a legal transaction constitute a binding offer if they describe the Goods or services sufficiently. The Customer is bound by such order at least 14 days after NEXUS has received it.

2.3 Communication by NEXUS - including messages requested by the Customer – shall be non-binding, even if they contain prices, deadlines and other technical specifications; NEXUS technical information or solutions are without guarantee, such as descriptions, specimens or samples, which are presented in public statements by NEXUS. A legal transaction is therefore concluded, if an order by the Customer is received in accordance to point 2.2.

3. Conclusion of a legal transaction (contract)

3.1 The legal transaction shall be effectively concluded as soon as the Customer receives the approval by NEXUS (acceptance / order confirmation) in writing in accordance with his order (point 2.2). The legal transaction also comes into effect, if NEXUS starts to execute the delivery without a prior written acceptance / order confirmation.

3.2 If, after the conclusion of the legal transaction, the Customer creates further documents which are intended to effect or confirm (document) this conclusion, then these shall have no legal effect whether or NEXUS contradicts them or rejects them.

3.3 If the acceptance / order confirmation by NEXUS deviates from the Customer's order, this deviation is considered as approved if the Customer does not object to it within 3 days upon receipt, but no later than upon execution of the delivery.

4. Prices and terms of payment

4.1 All prices are based on the time of the conclusion of the legal transaction (date of the written order confirmation by NEXUS or - if not performed - start of the delivery). The prices stated in the acceptance / order confirmation or – in case of their absence - the prices stated in the price list of NEXUS for delivery shall be valid.

4.2 Packaging, loading and transport equipment and assembly as well as assembly aids shall not be included in the price. Deliveries and services not included in the price will be charged according to the actual expenditure in kind and time. In case of delivery of minimum quantities will be charged additional surcharges for compensating additional costs.

4.3 Unless otherwise provided upon concluding the legal transaction, all prices shall be quoted ex works or ex distributing warehouse specified in the acceptance / order confirmation by NEXUS. They shall not include VAT, freight, customs duties or import or export duties.

4.4 If the delivery is to be made more than two months after the legal transaction has been concluded, or if the delivery will take place later than two months after the conclusion of the legal transaction and NEXUS is not responsible for the reasons of this delayed delivery (in particular for the reasons stated in point 7.), NEXUS is allowed to request the price indicated in the price list at that time instead of the originally determined price.

4.5 Without prejudice to the terms in point 4.4, NEXUS shall be entitled to adjust the price to delivery (a) in the case of price changes for materials and energy (b) in the event of a change in exchange rates, and Additional costs resulting from incomplete loading, aggravating or obstructing transport and transport conditions; and (d) any change in the transport route due to circumstances for which NEXUS is not responsible and (e) in the event of a change in freight, taxes, customs duties and duties Fees, as far as NEXUS has commissioned the dispatch (Point 6.) itself.

4.6 The price is payable upon receipt of the invoice without deduction. The maturity shall

occur regardless of whether or not the Customer has had the opportunity to inspect the delivery or he asserts defects and damage to the delivery. If delivered in parts, NEXUS shall be entitled to create partial invoices. NEXUS has the right to demand payments in advance or to demand payment if there are doubts about the Customer's willingness to pay or his ability to pay.

4.7 Discounts shall be available to the Customer only if they have been explicitly agreed upon in writing. Discounts and other deductions on part invoices already paid shall lapse upon delay regarding further partial invoices or the total invoice.

4.8 Payments in full discharge of its liabilities shall be made in the accounts of the paying agency named in the invoice; payments to representatives or delivery agents do not free the client from the obligation to pay. Bills of exchange and cheques shall be considered as means of payment. The payment obligation shall be deemed as fulfilled as soon as NEXUS can dispose unrestrictedly of the bank credit note or discounts.

4.9 If there are numerous due claims, payments by the Customer will be credited to the oldest claim. In relation to the individual claims, firstly the costs associated with the enforcement of the claim shall be covered. Afterwards the interest and lastly the capital shall be amortized. Dedicated payment, which deviates from either one or both of the previous two sentences, shall be ineffective.

4.10 The Customer shall not be entitled without the explicit and written consent by NEXUS to cover the amount due by offsetting against other claims or to withhold the payment for whatever reason, especially with the argument, that damages or defects exist.

4.11 In the event of late payment default interest in the amount of 9.2 percentage points above the base rate must be paid. In addition to the interest, NEXUS may assert compensation for other damages and expenses resulting from the delay, in particular the costs of appropriate extra-judicial and judicial debt collection or encashment measures, insofar as these are owed by the Customer and in a reasonable proportion to stand. NEXUS is entitled, in the event of default in payment, to demand the dissolution of the contract in whole or in part in addition to default interest.

4.12 NEXUS shall be entitled to make due all claims from deliveries or other claims, if (a) the Customer repeatedly shall not meet the deadline for payment, (b) if the Client shall exceed internally agreed credit lines and shall not return them despite a reminder, (c) if the Customer is in payment default, if he shall ask his creditors for a deferment of payment, if insolvency has occurred or its occurrence is imminent. In addition, NEXUS shall be entitled in these cases to inhibit future deliveries or demand delivery dependent on payment in advance.

5. Delivery

5.1 The place of obligation is – unless otherwise explicitly agreed upon – NEXUS' plant or the delivery warehouse designated in the acceptance / order confirmation by NEXUS. Shall another place of obligation be agreed upon; the provisions of Incoterms 2015 shall apply either according to their explicit reference in the acceptance / order

confirmation by NEXUS or other otherwise mutatis mutandis.

5.2 If the Customer is in default of acceptance (in particular for nonacceptance after notification of readiness for dispatch), the Goods shall be stored at the expense and risk of the Customer stored within NEXUS or a third party. If the deposit shall be made by NEXUS, NEXUS shall be entitled to charge a fee equal to that of a public warehouse. NEXUS shall only meet liability for the deterioration or destruction of the Goods on the event of intent or gross negligence. The rights of NEXUS according to §§ 373 UGB remain unaffected.

5.3 The delivery dates specified by NEXUS are – unless otherwise explicitly stated at the conclusion of the legal transaction – not binding. Likewise, delivery dates are approximate. The term of delivery dates does not start before the date of the conclusion of the legal transaction. The delivery dates shall be extended for the period thereafter until clarification of details or the provision of official authorisations, to be procured or restored by the Customer, is necessary. The same applies if the Customer made the delivery dependent on the fulfilment of down payments or the securing of the payment. The decisive factor for the compliance of the delivery period shall be the display of the shipping convenience; if NEXUS has taken over the shipment, the transfer to the first carrier shall be decisive.

5.4 Ongoing delivery deadlines according to point 5.3 shall be interrupted by the circumstances listed below and shall only continue after the discontinuation of the reason for interruption: violation of the Customer's duty to cooperate or other breaches of contract by the Customer or another legal transaction, suspension, interruption or Subcontractor's delay in supplying NEXUS, technical defects in production and transport facilities and all cases of force majeure. In addition to this interruption period, a reasonable start-up time for the commencement or continuation of the delivery shall also be added. In the same way, the periods of interruption and restart of delivery shall as well change the contractual delivery dates.

5.5 If one of the named reasons for interruption provided in point 5.4 lasts more than 3 months, both NEXUS and the Customer shall be entitled to terminate the contract by unilateral written declaration. The Customer shall lose this right: (a) if the Customer is responsible for the interruption or (b) if NEXUS has notified the Customer of the removal of the obstacle and has announced the delivery within a reasonable period of time.

5.6 NEXUS shall be entitled, unless otherwise explicitly agreed upon, to make partial deliveries. NEXUS shall be entitled to deliver before the agreed time. The withdrawal from the contract or any other termination of the contract, for whatever reason, shall not affect the contract for the partial deliveries which have already been executed; unless the reason for the withdrawal from the contract or the termination of the contract also covers the already executed partial deliveries.

5.7 The risk of accidental loss and accidental damage shall pass to Customer upon notification of readiness for shipment or in accordance with the applicable clause of Incoterms 2015. If there is a reason for interruption in accordance with point 5.4 and if the Customer has already been notified of readiness for shipment, the risk shall pass

to the Customer upon notification of readiness for shipment even if the shipment has been agreed.

5.8 NEXUS shall be in default if the delivered Goods cannot be delivered at the agreed time or within the agreed deadline, if the delivery date and delivery time explicitly agreed upon are fixed. If only an approximate date or an approximate period is agreed or if they are deemed to have been agreed, then NEXUS is only in default if the delivery is not made within a further 10 weeks after the specified approximate date or the specified approximate period.

5.9 If NEXUS is in default according to point 5.8, the Customer shall be entitled to rescind the contract after reasonable, but at least a 30-day grace period to withdraw, has been set. This period shall not commence until receipt of the Customer's written declaration that he will withdraw from the contract after expiry of the period of grace set by him in his letter, if by that time the delivery has not taken place. If NEXUS is to blame for the delay, the Customer shall be entitled to claim for damage compensation under the conditions of point 9.

5.10 The Customer shall be obliged to accept the delivery at the place of performance and, if applicable, in accordance with the clause of Incoterms 2015 agreed in the contract. The assertion of claims for a delivery contrary to the contract or the fact that the Customer was unable to verify the delivery, do not entitle him to refuse or postpone the acceptance.

5.11 The Customer shall be obliged to inspect the delivery upon acceptance. The Customer loses the right to invoke a lack of conformity of the delivery if he refrains from this immediate examination or if he fails to recognize a lack of conformity within 14 days after the time when he could have recognized it under proper inspection, with precise indication of the lack of conformity in written form.

6. Shipment

6.1 Even if NEXUS contractually accepts the shipment, the place of performance remains the works of NEXUS or the delivery warehouse designated by NEXUS in the Acceptance / order confirmation.

6.2 In the case of dispatch by NEXUS, the Customer shall bear the shipping costs (including the incidental costs caused by the shipment) and the packaging costs.

6.3 The possible and permitted access of lorries shall be provided for the delivery. The discharge of the delivery is based on the cost and risk of the Customer.

6.4 For downtimes and delivery services exceeding half an hour per vehicle unit, NEXUS shall be reimbursed for its costs.

6.5 NEXUS shall not be obliged to take back the packaging material, this shall rather be charged. If the delivery is made on pallets, the delivery shall initially be invoiced for a pallet insert, which will be credited after the pallets have been returned, if they are in perfect condition.

6.6 The return of the delivered Goods requires the prior written agreement between the parties; in any case, the return shall be at the Customer's charge.

6.7 NEXUS shall not be obliged to take out transport insurance. If such is demanded by the Customer or voluntarily concluded by NEXUS, the Customer shall bear the resulting costs.

7. Force majeure and other delivery impediments

7.1 Events of force majeure shall entitle NEXUS to postpone the delivery for the duration of the hindrance and a reasonable start-up period, or to withdraw from the contract in total or in part because of the unfulfilled part. Force majeure shall be deemed to be strike, lockout and other circumstances which make NEXUS substantially more difficult or impossible to deliver, irrespective of whether it enters NEXUS, the manufacturer or a subcontractor; NEXUS shall not be responsible for any consequences of delay in performance.

7.2 The party, which is already in default at the beginning of the obstacles mentioned in point 7.1, shall not invoke the inhibitory effect of these obstacles.

8. Conformity of the Goods

8.1 NEXUS warrants that the delivery complies with the quality specified in the acceptance / order confirmation by NEXUS. If no determination is made in the acceptance / order confirmation or a delivery is made without an acceptance / order confirmation by NEXUS, NEXUS warrants that the Goods have a quality or performance that is customary for Goods of the same type and which can be reasonably expected by the Customer. Descriptions of Goods in advertising or other public statements addressed to an indefinite group of people do not constitute a description of the quality of the Goods. If the Customer received a sample, the Goods are in accordance with the contract if they correspond to the sample. Deviations in size, weight, quality and color are permitted within the agreed or in the country of NEXUS existing standard. The same shall apply to the usual tolerances in the determination of quantities according to mathematical principles.

8.2 NEXUS reserves the right to technically change the delivery program and aggregates even after the conclusion of the contract in order to further develop the technology.

8.3 The determination of the conformity of the contract shall depend on the date of notification of readiness for dispatch or - on dispatch - on the time of handover to the first carrier; this also shall apply, if the shipment is made by NEXUS. If the Customer claims the lack of conformity, then it is at him to proof that the Goods were in breach of contract at that time. The risk management regulations under Incoterms 2015 remain unaffected if the place of performance is determined by the reference to Incoterms.

8.4 NEXUS only then shall issue guarantee, if the commissioning has been carried out by a technician from NEXUS with a signed acceptance record and, in addition, all in-

house electrical connection work has been carried out by NEXUS technicians. Furthermore, the damaged part must be retained in its original state and returned immediately to NEXUS.

8.5 If the lack of conformity of the Goods has been proved, NEXUS shall be entitled to cancel the lack of conformity within a reasonable period of time by replacement (replacement) or by rectifying the defect in the delivery. If the improvement or replacement is impossible or associated with a disproportionate effort for NEXUS, the Customer can only demand the cancellation of the contract. A claim for price reductions are excluded. NEXUS shall be entitled to several attempts at improvement.

8.6 If NEXUS had caused the lack of conformity, the Customer shall only claim damages by means of improvement or replacement. If such an improvement or replacement is impossible or incurs a disproportionately high expenditure on NEXUS, the Customer shall only claim money damages if NEXUS is culpable of intention or gross negligence. A replacement of the consequential damage is only permitted under this restriction.

8.7 The claim for elimination of the lack of conformity with the contract and for damages shall expire (a) in the case of improper or late notification of lack of conformity (point 5.11) or (b) with the working or processing of the delivery, without NEXUS having the opportunity for a proper examination of the defect or (c) at the expiration of 6 months after the date of the discovery of the damage and the person of the injuring party, unless, the claim for remedying the lack of conformity has been asserted in court.

8.8 If products are manufactured according to the Customer's instructions, NEXUS shall only warrant the manufacture in accordance with the instructions given. A warranty for the actual usability shall be excluded. NEXUS shall not be obliged to review the instruction. NEXUS shall only be liable for the violation of the warning obligation if NEXUS knew the unsuitability of the instruction.

8.9 The fact of lack of conformity of partial deliveries shall not entitle the Customer to refuse unaffected or future partial deliveries or deliveries under other contracts.

8.10 Guarantee statements of the manufacturer of the Goods justify claims only against the manufacturer itself, even if they are transferred by NEXUS. Such warranty shall not constitute a warranty of NEXUS nor does it constitute a warranty or guarantee in addition to, or superseding the warranty of NEXUS.

9. Liability and damages

9.1 NEXUS shall be in breach of the contract or obligation under the law to pay damages only if NEXUS is culpable of intention or gross negligence. The proof of this lies with the Customer. This does not apply to liability for defective products, which is mandatory under the law, provided that a person is injured, killed or injured in their health.

9.2 Liability for material damage resulting from a product defect (in the meaning of liability

for defective products, which is not negotiable by law and irrespective of fault), and also for all companies involved in the manufacture, import and distribution, shall be excluded, if the damage has occurred in the distribution chain.

9.3 Claims for recourse by the Customer or subsequent Customers who have made compensation due to product liability shall hereby be excluded by contract, unless the person entitled to recourse proves that the defect was caused by NEXUS and at least by gross negligence. The Customer agrees to transfer this disclaimer of liability to its customers.

9.4 The contract concluded between the parties shall not contain any protection obligations in favour of third parties. This shall also apply, if it can be foreseen, that a third party is the recipient of the delivery or that third parties come into touch with the product.

9.5 All claims for damages, including claims for consequential damages, shall be limited - as far as permitted by law - to those damage which NEXUS foresaw or could have foreseen as a possible consequence, but at the most with the simple delivery value.

9.6 Claims for compensation of loss of profit as well as claims for compensation for the costs of business interruption, return actions, loss of production or indirect damages due to the delivery of Goods in breach to the contract shall be excluded.

10. Retention of title

10.1 All deliveries shall remain the property of NEXUS until fully paid. In addition, NEXUS reserves the ownership of its deliveries upon payment of all claims arising from the business relationship (even if these specific deliveries have been paid); NEXUS claims shall also include ancillary claims such as interest, costs and reimbursement of expenses. If the receivables from the delivery are placed in a current invoice, the retained property shall secure the highest balance outstanding in each case.

10.2 If the Customer gives bills of exchange or checks, the security provided by the reserved title shall expire only, if NEXUS can dispose of the bank vouchers arising from encashment or eskomptation without restrictions.

10.3 The reserved title of NEXUS shall also extend to the newly created Goods in the case of joining, combining or mixing with other Goods; In this case joining, combining or mixing shall be done free of charge exclusively for NEXUS. However, should the retention of title cease to exist due to any circumstances, NEXUS and the Customer shall agree that the ownership of the deliveries with the joining, combining or mixing is transferred to NEXUS, who accepts the transfer. The Customer shall remain unpaid custodian in this case. When processing with objects that are owned by a third party, NEXUS acquires coownership of the new items. The extent of this co- ownership results from the ratio of the invoice value of the Goods delivered by NEXUS to the invoice value of the remaining Goods.

10.4 If the Goods subject to retention of title (if applicable after their joining, combining or blending) are resold by the Customer, his purchase price claim shall replace the

reserved property. This claim from the resale shall be assigned to NEXUS at the time of its creation. He acquires ownership of the funds received by the Customer in the form of an ownership constitute. The fact of this assignment shall be noted by the Customer in his books and on the outgoing invoices as well as by the recipient of the Goods. NEXUS has the right to obtain knowledge of the fulfilment of this obligation by viewing the Customer accounts and the open list of items.

10.5 The Customer shall adequately insure the Goods subject to retention of title against fire, theft and damage by third parties. The Customer shall assign NEXUS his claim from the insurance contract and inform the insurer of it.

10.6 The creation of contractual security interests in the reserved Goods shall be prohibited to the Customer. If the Goods subject to retention of title are seized by enforcement actions, the Customer shall inform the executing agency of the foreign ownership and shall inform NEXUS within 24 hours at the latest. If the bankruptcy proceedings are opened against the assets of the Customer, the bankrupt estate shall be prohibited to sell the reserved Goods at the time the bankruptcy is opened.

10.7 If the Customer defaults on the payment of the price or balance secured by the reservation of title, NEXUS shall be entitled at any time to take possession of the reserved Goods, even if the contract has not yet been dissolved (right of return).

10.8 If the reserved property or the advance assignment of the resale proceeds according to the property law of the place where the delivery is located is not effective, but this right permits similar forms of protection, this form of security is deemed to have been agreed. If the Customer has to take appropriate action or has to make a declaration to the effectiveness of this security, he shall be obliged to do so without any request from NEXUS.

11. Jurisdiction and applicable law

11.1 All disputes and conflicts arising out of or in connection with a legal transaction on which the GTC are based, including a dispute over its occurrence or its validity, shall be exclusively subject to the jurisdiction of the objectively competent district court in Steyr, Austria. Irrespective of this, however, NEXUS is also entitled at its own discretion, to sue the Customer before the competent court having jurisdiction over his domicile or principal place.

11.2 The contract concluded on the basis of this GTC is subject to material Austrian property law. The application of the UN Sales Convention shall be excluded.

12. Confidentiality

12.1 The parties undertake to treat as business secrets any undisclosed commercial and technical details disclosed to them by the business relationship.

12.2 The Customer shall treat the contract confidentially and might point it in commercial materials on business connections out only after the written consent given by NEXUS.

12.3 Intellectual property and all other rights in works or other results created by NEXUS, its employees and / or third parties, know-how in projects and documents, such programs, concepts, analyzes, plans, reviews, offers, service descriptions, cost estimates, calculations, data carriers, documentation, etc. (collectively also referred to as results) shall exclusively remain with NEXUS. The Customer shall have no rights to the results due to his / her participation. The results can be reclaimed by NEXUS at any time. Upon non-conclusion of the business, all results shall be returned immediately without request.

13. Various

13.1 In the case that individual provisions of the terms and conditions are ineffective or unlawful, the remaining provisions shall remain effective. In this case, the contract parties undertake to immediately agree on such a provision instead of the ineffective provisions, which comes closest to the economic purpose of the ineffective provisions and the economic objectives of the contract parties.

13.2 The Customer shall refrain from contesting the contract as well as the GTC underlying this contract due to error or for other reasons.

13.3 The assignment of claims of the Customer requires the explicit and written consent by NEXUS in order to be effective. However, NEXUS shall be entitled to assign its claims to third parties for financing purposes.

13.4 Insofar as a contract concluded on the basis of these GTC, or if the GTC foresees written notifications to the either one other the other party, these shall be deemed to be legally binding, if they have been made to the respectively last-mentioned address.

13.5 Any acts or omissions of the manufacturer, the subcontractor or the carrier shall not be attributable to NEXUS with regard to the fulfillment of its contractual obligations.

13.6 NEXUS shall be entitled, at any time, to suspend or inhibit the fulfillment of its own obligations if the Customer fails to perform a substantial part of its obligation after conclusion of a contract (a) due to a serious lack of its ability to perform the contract or due to a serious lack of creditworthiness; or (b) because of its conduct in preparing for performance or performance of the contract or any previous contract. Named condition is fulfilled in any case if the Customer shall be in default of payment.

13.7 The Customer gives his consent that personal data of the Customer are automatically stored and processed in fulfilment of the contract by NEXUS.

13.8 The Customer gives his express consent that a request can be made to the Warenkreditevidenz of the Austrian Kreditschutzverband von 1870 (institution for protection of creditors). Furthermore, the Customer explicitly agrees that in the event of default in payment, his name, birth date and gender, address and profession, as well as the open saldo and dunning data can be transmitted to the Warenkreditevidenz and made accessible by this to other merchant creditors.

13.9 In doubt, the German version of the GTC shall have preference over other translations.

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