

RAG Standard Purchasing Terms (“SPT”) (Last revised: September 2020)

DEFINITIONS

Client:

RAG Austria AG, Schwarzenbergplatz 16, 1015 Vienna. If the order is placed by an RAG Austria AG affiliated company, such company shall be deemed to be the Client.

Contractor:

The Client’s contractual partner for the respective contract.

Contractual Supply:

Comprises the supply of goods and/or services to be provided by the Contractor pursuant to the Purchasing Documents.

Purchasing Documents:

The documents or contractual provisions pursuant to Article 2 of these SPT including Annexes.

Place of Performance:

The Place of Performance for the Contractual Supply is the location defined in the respective contract. The Client’s registered office is the Place of Performance for payments.

Overall Facility:

Comprises the Client’s respective operation, unit and/or plant to which the Contractual Supply to be provided by the Contractor is functionally and/or substantively associated.

Receipt:

Comprises the receipt of performance by the Client.

Acceptance:

Comprises acceptance on the basis of the acceptance process agreed in the Purchasing Documents.

1. CONTRACT CONCLUSION

Inquiries from the Client are not binding and are to be understood as an invitation to submit an offer. Unless otherwise specified in the Client’s inquiry, offers from the Contractor are binding for at least 60 days from receipt by the Client. Offers are prepared at no charge even if they require preparatory work by the Contractor.

The contract between the Client and the Contractor is concluded once the Contractor has accepted the Client’s written order by means of a written order confirmation. The transmission of a scan of a properly signed order to an email address provided by the Contractor or, respectively, the transmission of a scan of the order confirmation to an email address of the Client indicated in the order, is sufficient for such purposes. If the order confirmation deviates from the order, the Contractor must clearly indicate so in the order confirmation. Any such changes will only become part of the contract if the Client expressly accepts them in writing. The acceptance of the Contractors’ supplies of goods and services does not imply approval of any such changes.

The Client is entitled to revoke its order if the Contractor has not accepted it within two weeks of receipt by means of a written order confirmation. Notice of revocation is timely if sent to the Contractor before receipt of an order confirmation.

The Standard Purchasing Terms (“SPT”) become part of the contract upon acceptance of the order and apply to all purchases from the Contractor by the Client. They likewise apply to all subsequent orders, supplemental orders and changes even if express reference is not made to these SPT therein. Any standard business terms of the Contractor, as well as any legal provisions of the Contractor included in other documents from the Contractor that conflict with these SPT are excluded from application unless the Client has expressly acknowledged them in writing. The mere reference to documents of the Contractor does not imply approval of any legal provisions contained therein. Standard business terms or contract forms from the Contractor are hereby objected to in advance. No specific objection is required in any individual case.

2. SUBJECT MATTER OF THE CONTRACT

The subject matter of the contract is the specification of the rights and obligations of the Contractor and the Client with regard to the provision of the Contractual Supply. The contract for the provision of the Contractual Supply comprises the following documents (including any annexes) which apply in the following order of priority:

1. Mandatory laws and regulations;
2. Written orders from the Client;
3. Jointly initialled technical and/or commercial records of negotiations, if any;
4. Tender documents, if applicable;
5. A framework agreement concluded between the Client and the Contractor, if any;
6. In the case of performance at the Client’s facilities: The Safety Regulations for External Enterprises (Sicherheitsvorschriften Fremdunternehmer), as amended, as published on the Client’s homepage and available via the following link: <http://www.rag-austria.at/lieferanten/einkauf.html>;
7. In the case of access to the Client’s network and information systems, in particular its plant control system, IT systems (hardware/software) or network infrastructure: The Client’s Information Security Guidelines for Suppliers;
8. These SPT of the Client;
9. The Contractor’s offer (references to the Contractor’s standard business terms are invalid);

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10. The Code of Conduct according to Article 21;
11. All (dispositive) statutory and technical standards, guidelines and other regulations, insofar as they relate to the Contractual Supply or comprise the state of the art, in particular the relevant ÖNORM, DIN, EN and/or API standards (where applicable), building regulations, the Mineral Raw Materials Act (Mineralrohstoffgesetz), the Natural Gas Act (Gaswirtschaftsgesetz), etc. that (i) are valid at the time the contract was concluded, (ii) were announced prior to the conclusion of the contract but only come into force within the performance period or (iii) newly came into force within the performance period and are immediately binding, provided that the change covered by (ii) or (iii) was or should have been foreseeable by the Contractor. The provisions resulting therefrom are already priced into the offer.

In the event of contradictions, the various provisions shall apply in the order or priority stated above.

3. SUPPLIES AND SERVICES BY THE CONTRACTOR

The scope of work/services to be provided by the Contractor is based on the documents and regulations specified in Article 2.

All supplies of goods and services not separately listed in the Purchasing Documents are - to the extent that they are required for complete, proper and approvable performance, in particular the construction, commissioning, fully-functional live operations, integration into the functional unit of the Overall Facility and/or the state of the art of the Contractual Supply - likewise included within the scope of supply for the Contractor and are deemed to have been included in the offer. This also includes, in particular, the preparation of technical documentation (i.e., in particular plans, manuals, operating instructions, training documents), and other documents required for proper use. For such purposes, all special requirements applicable to the oil, gas and energy industries must be taken into account in particular. Only supplies of goods and services to be provided by the Client itself as explicitly described in the Purchasing Documents are excluded from the Contractor's scope of works/services. The Contractor must properly document its performance.

Only undivided overall works (unteilbare Gesamtleistungen) are agreed.

By submitting its offer, the Contractor confirms that it has familiarized itself concerning the nature and scope of its obligations, as well as all circumstances that may play a role in the planning, calculation and subsequent execution of the Contractual Supply, in particular local conditions (if applicable: including site inspection), locally applicable standards and the condition of the place of performance. Section 1168a of the Austrian Civil Code (ABGB) applies.

The Contractor is required to supply all employees, subcontractors, operating materials, components and equipment, machines, devices, scaffolding, lifting gear, assembly containers (including set-up, maintenance, clearance and operating expenses for the construction site, telecommunications, copiers, etc.) required for performance of the Contractual Supply at its own expense and risk. This does not apply to all supplies of goods and services that are expressly to be provided by the Client according to the Purchasing Documents. All such costs must be reflected in the quotation price.

Within the scope of providing the Contractual Supply, the Contractor undertakes to comply with all applicable laws and official orders relevant for performance (in particular applicable to the Overall Facility and for each location at which the Contractor will provide its goods or services). It undertakes to ensure that, in particular, all statutory, official and company health and safety regulations (see in particular HSE, Article 4) and all official individual orders are complied with by its employees and any other vicarious agents. Furthermore, when providing supplies of goods and services, the Contractor is obliged to comply with the labour and social laws applicable in the respective host country, as well as laws regulating the employment of foreigners and corresponding provisions against wage and social dumping. The Contractor is liable for any failure of compliance. The Contractor will not use any persons who are named in applicable national, EU and/or US sanctions lists. The Contractor is required to indemnify and hold the Client harmless in the event of any infringements in this regard.

The Contractor further undertakes to adhere to the agreed schedules. Neither wage nor material price increases will be paid for work carried out after such date in the event that completion dates specified in writing are exceeded. Penalties pursuant to Article 11 may be imposed if agreed. If deadline shifts are verifiably the fault of the Client, the schedule is to be moved back by the period of the respective delay. This does not affect agreed periods between deadlines. The Contractor is not entitled to any compensation for damages provided that deadline shifts were not caused by the gross negligence of the Client.

Work is to be performed such that the construction, commissioning and/or operation of the Overall Facility is not disturbed so as not to cause any delays and/or additional expenses associated with the Client's operations. In particular, this obligation likewise relates to the relationship with other contractors of the Client.

The Contractor undertakes to ensure that persons employed by it or its subcontractors have the necessary authorizations, reliability, technical knowledge and physical aptitude to carry out their work. If subcontractors are to be used, the Contractor must indicate them when submitting the offer and they must be approved by the Client before use. The same applies with regard to substituting subcontractors. The Client may reject subcontractors on objectively reasonable grounds. The use of assistants does not release the Contractor from its obligations. The Contractor is liable for the conduct of its agents and/or suppliers to the same extent as its own.

The specifications of the Information Security Guideline for Suppliers of the Client, as well as the specifications of the NIS Directive (Directive (EU) 2016/1148 of the European Parliament and of the Council of 6 July 2016), the Network and Information System Security Act ("NISG") and the NIS Ordinances, each as amended, must be complied with in the case of work on the Client's network and information systems, in particular its plant control system, IT systems (hardware/software) or network infrastructure.

4. HSE

When performing services on the Client's premises, the Contractor must ensure that its employees and subcontractors are familiar with and comply with the Client's Health, Safety and the Environment ("HSE") policies - in particular as stated in the "Safety Regulations for External Enterprises" (Sicherheitsvorschriften Fremdunternehmer) and must likewise monitor such compliance. Furthermore, the Contractor must ensure that its employees comply with all safety-related instructions from the Client's personnel (in particular the Safety Engineer or the Client's Safety Officer). All events that relate to safety and the environment (especially accidents) must be reported to the Client without undue delay and the Client must be consulted regarding further action. A copy of the accident report must be

provided to the Client. The Contractor's personnel must undergo the prescribed entry and exit checks for safety reasons. The Contractor must contact the local supervisor for instruction in occupational safety measures prior to commencing work. Access to the Client's facilities or construction sites is not permitted without prior notification and instruction. In the event of non-compliance with instructions, the Client may demand that the work be stopped in whole or in part without giving rise to any claims on the part of the Contractor as a result. The Contractor is liable without limitation for any damages arising in connection with the failure to comply with such proper instructions.

The Client reserves the right to expel employees of the Contractor who do not follow the Client's safety instructions (in particular the HSE) from its properties. Any resulting delays in performance shall be borne by the Contractor.

5. DELIVERY AND PACKAGING RULES

Unless otherwise agreed, deliveries shall be made on the basis of DDP (INCOTERMS 2020) place of performance, packed and loaded. Transport insurance must be taken out for the respective cargo if a delivery is made (even partially) by sea transport. Such insurance is included in the quotation price.

The Client must be notified in due time prior to delivery. The Contractor must provide notice of any expected delays in delivery without undue delay. Solely delivery of the agreed total quantities is deemed to be timely delivery. Partial deliveries are only permitted if they have been expressly agreed and must be marked as such.

If the type of packaging is not specified by the Client, the Contractor must design it in such a way that the integrity of the goods is assured through to the place of delivery (including unloading and storage after delivery). Items subject to special product regulations (e.g., products subject to dangerous goods regulations) must be classified, packaged and labelled in accordance with all applicable regulations and the respective modes of transport. Legally required safety data sheets must be enclosed with the order confirmation and the consignment.

Deliveries must include all information necessary for to smoothly process the respective delivery and to correctly classify it at its destination. At a minimum, this includes the following information:

- Order reference (purchase order number);
- Name of the Client and a contact person at the Client;
- Name of the Contractor and contact person at the Contractor (including contact details);
- Destination;
- Weight (gross) in kilograms;
- Dimensions (LxWxH) in cm;
- Packing / delivery units according to the order or when using other delivery units: Conversion to the delivery units referred to in the purchase order.

Even if other terms of delivery are agreed (in particular if the Client performs transport itself), the Contractor is obliged to provide the Client all information necessary for the smooth processing of the delivery at the destination specified by the Client.

The individual parts included in packaging must be labelled properly, or at least according to the contractual specifications (part no., TAG no., item no., etc.). Each package must contain a packing slip or delivery note with a precise description of the contents and packaging data in accordance with the documents specified in the order. If requested in the purchase order, the Contractor must provide a valid proof of preference (such as movement certificate, certificate of origin, supplier's declaration, etc.).

The purchase order number must be indicated on all documents, items included in the consignment and on the invoice. If delivery is made by a company other than the Contractor, such company must likewise be obliged to indicate the purchase order number. In order to ensure correct classification at the destination, the Contractor and (if specified in the purchase order) any sub-contractor of the Contractor responsible for receiving the goods must be indicated on the shipping documents.

Cash on delivery shipments will not be accepted by the Client. Expenses and damages resulting from non-compliance with any shipping instructions are to be borne by the Contractor.

6. INFORMATION AND EXAMINATION RIGHTS OF THE CLIENT, QUALITY ASSURANCE

The Contractor must regularly inform the Client of the status of the work and of all significant incidents. The Client is entitled to inform itself at any time (either itself or through third parties it commissions) about all work carried out by the Contractor as well as its status and progress and to inspect any such work. The Contractor must contractually ensure the right to information and inspection in relation to its suppliers and sub-contractors. The Contractor shall provide the Client with documents (plans, test reports, etc.) on a timely basis so that the Client has sufficient time to exercise its inspection rights and/or agreed reporting and/or hold points and so that the changes required to achieve the agreed quality are still possible within agreed deadlines. The Contractor must provide all necessary support free of charge, for the performance of the tests and inspections by the Client such as the provision of the necessary aids and measuring instruments and, if necessary, the provision of qualified personnel.

Upon the Client's request, the Contractor is required to prove that it has introduced a quality assurance system that complies with quality assurance principles specified in relevant, current standards (such as SCC, ISO9001, ISO14001, ISO45001 or ISO5000). With regard to individual supplies of goods and services, it must ensure that the quality requirements specified by the Client in the Purchasing Documents are satisfied. Satisfaction must likewise be ensured with regard to any sub-contractors and suppliers and must be reviewed regularly. Monitoring reports must be submitted to the Client on request.

If the attachment of the CE marking and a CE declaration of conformity is prescribed or permitted for the supplies/services, the Contractor shall be obliged to comply with all relevant statutory provisions and to attach the CE marking to a ready-to-use machine/system and to provide the Client with the necessary CE declarations of conformity for machines or the CE declaration of incorporation for incomplete machines, including the risk analysis and operating and maintenance instructions, in the languages required in the documentation and/or languages required in applicable laws and regulations.

A safety data sheet (Article 31 et seq.) or information for articles (Article 33) must be provided free of charge in German and English if EC Regulation 1907/2006 REACH is applicable to the respective supplies.

Inspection by the Client and/or third parties commissioned by the Client does not constitute approval and/or acceptance and does not release the Contractor from its performance and guarantee/warranty obligations.

7. SUBSEQUENT CHANGES TO THE ORDER; RIGHT OF INSTRUCTION

The Client is entitled to demand changes and/or additions to the Contractual Supply even after the contract has been concluded. The Contractor is obliged to inform the Client in writing of all relevant effects of the desired changes (in particular with regard to costs, deadlines, safety-relevant aspects, etc.) without unnecessary delay and to submit a corresponding offer. The modified or supplementary services are to be charged on the basis of the original price calculation, without increasing the unit prices or business overhead. The Contractor must present to the Client the price calculation used originally if an all-inclusive price had been agreed for the original supply. The provision of the supplementary or modified services may only be commenced after written confirmation or signing of joint meeting minutes by the Client.

If verbal instructions are given in safety-relevant cases, they must be recorded without undue delay - and not later than same workday in an event - in meeting minutes signed by the Client and the Contractor. The Client's right of instruction shall not affect the Contractor's responsibility for the fulfilment of the contractual obligations; section 1168a of the Austrian Civil Code (ABGB) applies in particular. The Contractor must notify the Client in writing without undue delay if the Contractor has reservations about the Client's instructions, in particular with regard to quality, warranty, safety, deadlines and remuneration. In such cases, the Contractor must postpone execution of the instructions concerned until receiving a response from the Client. The relevant instructions must be carried out if the Client confirms its instructions in writing despite concerns expressed by the Contractor.

8. CONTRACTOR REMUNERATION - PAYMENT TERMS

The Client will pay the Contractor the contractually agreed remuneration for the Contractual Supply. This covers all costs incurred by the Contractor and its sub-contractors in connection with the performance of the order. The agreed prices are fixed until the order has been performed in full. Changes of any kind to the calculation base have no influence on quoted prices. The allocation of additional costs incurred for unforeseeable changes in the law must be decided by mutual agreement, whereby any such additional costs must be substantiated by the Contractor by means of verifiable documents.

Prices stated in the offer are to be stated net plus statutory VAT. Payment dates are to be fixed by mutual agreement between the contracting parties. If no provision is made, invoices are only to be issued after complete performance of the Contractual Supply and any defect rectification (and after Acceptance if agreed).

Packaging/delivery units must be indicated in invoices as per order. If other delivery units are used, they must be converted into the delivery units stated in the purchase order or, at the least, information must be included on how to convert them into the delivery units included in the purchase order.

The final invoice may only be issued after completion of the Contractual Supply in full (and if Acceptance has been agreed: Acceptance by the Client). All payments on account made and any liability or coverage reserve must be taken into account when preparing the final invoice. Furthermore, it must contain a signed declaration that after payment of the final invoice no further claims (with the exception of the claim for repayment of an existing liability or coverage reserve) will be asserted on the basis of this contract (including supplementary claims). The final invoice must state the express waiver of reservations.

Unless otherwise agreed, payments shall be made within 30 days of receipt of a verifiable, correct and legally compliant invoice.

Payments do not constitute an acknowledgement of the accuracy of the invoice and/or the conformity of the delivery or service with the contract, but are subject to subsequent verification. In particular, all claims of the Client against the Contractor arising under the contract shall remain fully valid.

Contractors from another EU country must include in all invoices, proof of movement of goods in addition to the legally required information for tax exemption.

The Client reserves the right to retain 10% of the total order value (including all supplements) for the duration of the warranty period, plus three months, as a non-interest-bearing liability reserve. On request, a free, irrevocable and unconditional bank guarantee, payable on first demand, of the same amount and duration, issued by a major bank established in the EU area, may be provided in the alternative. If the warranty period is extended on the basis of warranty claims, the bank guarantee must be extended accordingly at least two months before its expiry, otherwise the Client is entitled to call such bank guarantee.

The Contractor is not entitled to set off claims of the Client against its own claims unless the Client has expressly confirmed the grounds and amount of such claims in writing or the claims concerned have been finally legally established by a court or in the event of the Client's insolvency.

9. ACCEPTANCE

If, with regard to the Contractual Supply, Acceptance by the Client has been agreed, such Acceptance must be carried out as specified in the Purchasing Documents, at least, however, in the form of an acceptance report to be signed by both parties. If the Contractual Supply is not accepted by the Client on grounds for which the Contractor is responsible (e.g., in the event of defects), the interim use of the Contractual Supply shall not comprise acceptance for legal purposes under any circumstances.

10. TRANSFER OF OWNERSHIP AND PASSAGE OF RISK

Unless otherwise agreed (e.g., by means of an Acceptance procedure in accordance with Purchasing Documents), ownership and the risk of accidental loss pass to the Client upon Acceptance of the overall supply or service by the Client at the agreed place of delivery or performance (after prior notification of the Client of the pending delivery so that it can be accepted by the relevant employees of the Client). No reservation of title is permitted. Partial deliveries, or deliveries at a time or place of performance other than as agreed, are only permitted with the Client's express consent. Any such deliveries without the prior consent of the Client do not cause risk to pass. Deliveries without prior notice to the Client shall only cause risk to pass when the Client actually takes over the delivery concerned.

11. DEADLINES AND CONTRACTUAL PENALTIES

The time of complete and defect-free performance in accordance with the contract is decisive for the timeliness of the respective supply or performance. If deadlines are postponed with the consent of the Client, such new deadlines shall likewise be considered new deadlines for contractual penalty purposes.

Deadline-related penalties / Milestones:

Dates or milestones subject to penalties are defined in the Purchasing Documents. The Contractor is in default without need of further notice upon the failure to meet agreed milestones. Unless otherwise agreed, in such cases the Contractor owes the Client a no-fault penalty for breach of contract equal to 1.0% of the total contract amount, however limited in total to 10% of the total contract amount, for each week commenced, and for each milestone subject to a penalty (deadline-related penalties).

Documentation penalties:

Documents subject to penalties are defined in the Purchasing Documents. The Contractor is in default without need of further notice upon the failure to meet agreed deadlines for documents to be supplied by the Contractor and, unless otherwise agreed, owes the Client a no-fault penalty for breach of contract equal to 0.5% of the total contract amount, however limited in total to 5% of the total contract amount, for each week commenced, and for each document subject to a penalty (documentation penalties).

Cap:

Unless otherwise agreed, the sum of contractual penalties is limited to 15% of the total contract value (including all supplements). Contractual penalties do not comprise liquidated damages. The Client therefore expressly reserves the right to assert a claim for damages exceeding such no-fault contractual penalties (in accordance with Article 14).

The Receipt or Acceptance of a delayed supply of goods or services does not exclude potential claims for compensation by the Client. If a delivery is made prematurely, the Client is entitled to refuse delivery until the agreed delivery date or to charge the Contractor for any costs incurred (storage costs, etc.).

12. WARRANTIES

The Contractor warrants that

- all Contractual Supplies are functional, free of defects and suitable for their intended use, as well as complying with the contractually agreed properties, all relevant standards, norms and legal regulations in the country in which the Client has its registered office (and, if different, at the agreed place of delivery), including the usual pre-supposed product qualities, and the current state of the art; and
- the Contractual Supply will become the freely disposable property of the Client and is not subject to any defects in title.

The Contractor shall remedy all defects without undue delay and at its own expense. Any costs associated therewith (e.g., for troubleshooting, error recovery, replacement or repair, collection or delivery, personnel) are only to be borne by the Contractor to the extent that they would also have had to be charged to the Client in the case of performance in accordance with the contract. If the Contractor fails to fulfil its obligations under this Article despite being granted a reasonable grace period, the Client shall be entitled to remedy the defects or damage at the Contractor's expense and/or have them remedied by third parties. The Client shall be entitled to do so without setting a grace period in safety-relevant cases (in particular in the event of imminent danger) and/or to fulfil its obligation to mitigate damages.

In the context of warranty rights, the Client is free to demand repair, replacement, price reduction and/or to rescind the contract. However, the Client only has a right of rescission in the case of defects that are more than minor. In any case, a defect is not merely minor if there is a deviation from guaranteed performance parameters or a deviation from other performance parameters by 5% or more.

Unless otherwise agreed or legally required, the warranty period for the Contractual Supply is 24 months from delivery for movable items and 36 months from delivery for immovable items or work/installation on immovable items. The warranty period shall only begin to run when the Client becomes aware of a defect in the case of defects of title and hidden material defects. Partial supplies of goods and services do not trigger the warranty period. If defects occur within 6 months after Receipt or Acceptance of the Contractual Supply, these defects shall be deemed to have been in existence at the time of Receipt / Acceptance. The warranty period shall commence again from the start from the time of Receipt or Acceptance by the Client in the case of repaired or replaced supplies of goods and services. In cases in which an Acceptance of the Contractor's services has been agreed in accordance with Article 9, the aforementioned warranty periods shall not commence until formal Acceptance of performance. There is no Receipt or Acceptance obligation in the event of defects. The use or processing of the Contractual Supply shall not be deemed to be their approval, acceptance or waiver of any claims.

The Client must report obvious defects within a reasonable period, but no later than 30 days after Acceptance of performance. Hidden defects will be reported by the Client within a reasonable period (however no later than 30 days) after their discovery. Notice of a defect provided verbally preserves the warranty period. The Client is entitled to assert defects or damages as a defence even after the expiry of the limitations period.

The defect must be rectified in the shortest possible period and subject to the greatest possible consideration for the Client's operations. If the form of remedy is unclear, the Contractor must submit repair proposals within 5 working days and they must be agreed with the Client. Should the same defect occur again, the Contractor must prove that it

is not a design or construction error. Should it be unable to do so, it must, at its own expense, take or arrange for all measures and work necessary for a functioning, state-of-the-art system.

The assertion of any warranty claims notwithstanding, the Client retains the right to assert additional claims, including without limitation, for product liability, compensation for damages, torts and action without due authority.

13. LIABILITY

The Contractor is liable for all damages that it, or its vicarious agents, cause to the Client or its personnel during or in connection with the provision of the Contractual Supply on the basis of applicable laws and regulations. The Contractor must indemnify and hold the Client harmless in cases in which claims are asserted against the Client by third parties in connection with the Contractor's Contractual Supply related to the fault of the Contractor. The foregoing applies regardless of fault in cases of strict liability/absolute liability. In such cases, the Contractor guarantees, in particular, that the Contractual Supply is not subject to any third-party rights or that the Contractor has acquired and/or licensed any such rights to the extent necessary for performance of the contract and is authorised to assign and/or sub-license such rights to the Client.

The Client's liability is - as far as legally permissible - limited to cases of gross negligence and intent. Liability on the part of the Client for simple negligence and consequential damages and/or lost profits is excluded. The Client is only liable to the extent that a claim exceeds EUR 10,000 in each specific case. In all other cases, Client's liability is limited to 10% of the respective contract value in any specific cases (total remuneration for all services belonging to the respective project, excluding VAT, excluding options not taken up or contract extensions and excluding those sub-parts that the Contractor has not yet begun to perform). In total, the Client's liability is limited to 50% of the order value for the last 12 months in relation to the respective contract. This is without prejudice to liability for personal injury.

14. INSURANCE

The Contractor warrants and undertakes to maintain business liability insurance that covers the risks associated with the Contractual Supply with an appropriate coverage sum and that it will maintain such insurance for at least for the period during which it will perform for the Client. Proof of insurance coverage shall be provided to the Client at its request. If such proof is not provided, the Client is entitled to suspend performance by the Contractor until such proof has been provided. Any resulting delay shall be borne by the Contractor.

15. OWNERSHIP OF DOCUMENTS - INTELLECTUAL PROPERTY RIGHTS - RIGHTS OF USE

Ownership of all documents, papers, drawings, custom software, etc., which the Contractor (or its subcontractors) produces or procures in fulfilment of the order or this contract ("Documents") shall be vested in the Client and shall be covered by the agreed price. The Contractor undertakes to hand over the originals as well as an editable electronic version of such Documents to the Client and irrevocably grants the Client, without separate remuneration, the exclusive and sub-licensable right of use, exploitation and editing of the Documents as well as of all other work results (including, if applicable, copyrighted results) created for the Client in the context of the performance in the broadest possible legal sense.

The Contractor is obliged to supply its goods and services in such a way that they are free of third-party rights, in particular free of patent rights or other industrial property rights or intellectual property rights. If access to the industrial property rights of third parties is necessary to achieve the purpose of the contract, the Contractor must state this in its offer. In such cases, the Contractor undertakes to grant the Client all rights of use, processing, adaptation and exploitation that are necessary to achieve the purpose of the contract (and in particular the intended use of the products delivered / services rendered by the Contractor) without further costs and/or to obtain such rights from the persons entitled to them, whereby such rights shall be structured in such a way that the Client may exercise such rights permanently, i.e. including beyond the potential end of the underlying agreements.

The Contractor is liable for ensuring that third-party property rights are not infringed. If third-party claims are asserted against the Client on the basis of any such rights, the Contractor is obliged to indemnify and hold the Client harmless as to any such claims.

16. INVENTIONS

The Contractor is required to seize any inventions arising within the scope of work for the Client or that are based on documents, know-how (etc.) provided by the Client, to report them to the Client without undue delay and, at its request, to assign them to the Client without additional remuneration. The Contractor warrants that it has made all necessary agreements with its employees and/or subcontractors. At the request of the Client, it will support the Client in the context of any potential patent application. The Contractor shall bear any inventor remuneration due its employees and undertakes not to challenge any applied-for property rights, not to support third parties in taking action against such rights and not to hinder the application for industrial property rights in any other way (e.g., by disclosing the invention to third parties).

17. CONFIDENTIALITY - PUBLICATIONS

The Contractor undertakes to treat as confidential all information received by it and/or its representatives, consultants or other agents in the course of the initiation and/or performance of the contract, to use such information exclusively for the purpose of the business relationship between the Contractor and the Client and to prevent the disclosure of such information, in whatever form, to third parties. The disclosure of confidential information is only permitted insofar as this is necessary for the provision of the Contractual Supply and the recipients of the information are subject to a professional confidentiality obligation or have previously been obliged to maintain confidentiality and limitations on use subject to conditions that are at least as strict. The Contractor is liable for violations by the recipient in the same manner as with regard to its own conduct and must indemnify and hold the Client harmless.

Publications of any kind (radio, television, press, trade journals, lectures or the like) about the Contractual Supply or the establishment of a contractual relationship with the Client (e.g., in the form of reference data) may only be made or made possible by the Contractor with the Client's prior written consent. This applies likewise

to the production of photographic, graphic and other representations intended for publication. The Contractor must ensure that third parties likewise obtain the Client's consent in the cases referred to above.

The Contractor undertakes, following performance or after premature termination of the contract, to return all confidential information (including any copies) belonging to the Client in its possession (or in the possession of recipients referred to above) without undue delay and without request or (at the Client's request) to delete such information, provided that this does not conflict with statutory retention obligations, and to confirm to the Client in writing that all confidential information has been returned over or destroyed.

The Contractor's obligations under this Article shall continue to apply for an indefinite period even after termination of the contractual relationship.

18. FORCE MAJEURE

Force majeure is defined as events or circumstances that make it impossible for the affected party to fulfil its contractual obligations. However, this only applies if such events or circumstances could not have been foreseen by the affected party, were beyond its control, cannot be attributed to it and could not have been or cannot be avoided or eliminated by the affected party by exercising due care.

If the preceding criteria are met on a cumulative basis, the following events and circumstances, for example, are considered to satisfy the definition of a force majeure event: (a) natural disasters; epidemics, pandemics, quarantine measures; (b) official or judicial measures including confiscation or expropriation, embargoes; (c) war, civil war or civil war-like conditions, riots, unrest, sabotage or terrorist attacks; (d) blackouts or interruptions of necessary supply lines as well as events or circumstances equivalent to the situations referred to in (a) to (d).

The term force majeure does not apply to (a) insufficient financial means of a contractual partner; (b) delay or failure in the supply of operating materials, raw materials, machines (insofar as such delays are not the result a force majeure event in accordance with the preceding paragraphs), or (c) strikes, lock-outs, work stoppages or similar industrial actions.

If one of the contracting parties does not intend to fulfil its contractual obligations due to a force majeure event, it must notify the other contracting party accordingly without undue delay, stating the specific circumstances and the expected duration. In the case of a force majeure event, the contracting parties will endeavour to keep the resulting detrimental effects as minimal as possible. In particular, the contractual partner affected must take all technically and economically reasonable measures to eliminate or mitigate the cause or consequences of the respective force majeure event.

The other contracting party is not entitled to assert any claims on the basis of failure to comply with the contract on such grounds for the duration of a continuing force majeure event. On the contrary, the parties' mutual rights and obligations are suspended for the duration of the respective force majeure event. Any payment obligations that have already been incurred remain in effect and must be satisfied without delay.

If it is foreseeable that a force majeure event and/or its after-effects are expected to last more than temporarily, the Client and the Contractor will enter into negotiations in order to reach a solution acceptable to all parties, taking the interests of the contractual partner not affected by the force majeure event into account in particular.

If, on the other hand, the (expected) duration of the force majeure event and/or its after-effects is longer than 8 weeks (since the agreed date of performance), the contractual partner who is not affected by the force majeure event is free to withdraw from the contract or to continue to demand performance of the contract after the force majeure event has ceased.

19. INTERRUPTION

The Client is entitled to demand the interruption of the further performance of the contract at any time. If any such interruption lasts longer than one month, the Contractor is entitled to present reasonable costs arising as a result of an interruption of more than one month (not however any lost profits), subject to submission of corresponding supporting documentation, and to demand compensation from the Client. No claims can be asserted by the Contractor for the first month of the interruption concerned. The Client is entitled to have such costs verified for their appropriateness by an advisor of its choice (tax consultant or auditor (-company)) who is subject to a professional confidentiality obligation. The review is initially at the expense of the Client and the opinion of such advisor is binding on both parties. The advisor is to be instructed to determine which costs are reasonable and justified. The Contractor is obliged to provide the advisor with all necessary documents and to allow them to inspect the books and records relating thereto. The Client is only obliged to reimburse the Contractor for costs confirmed as reasonable and justified in the advisor's report. If the advisor determines that more than 25% of the costs listed by the Contractor are unreasonable or unjustified, the Client and the Contractor are obliged to pay the advisor's fee in proportion to the reasonable (Client) and unreasonable (Contractor) costs.

20. TERMINATION AND CONTRACT RESCISSION

If a right of rescission on the part of the Client has been agreed in the Purchasing Documents in return for the payment of forfeit money (Reugeld), the Client may rescind the contract or certain sub-parts (Teilleistungen) thereof by paying such (in the case of agreed sub-parts: proportionate) forfeit money. If sub-parts have been agreed, the Client has the right to rescind those sub-parts that the Contractor has not yet begun to perform without being obliged to pay consideration. In any case of rescission, the Contractor has the right to invoice a proportionate amount of compensation due for supplies of goods and services that have already been completed without increasing the overall price and/or overhead costs. The scope of performance already completed must be verified by the Contractor. The Contractor has no further claims to compensation. In the case of supplies of goods and services that are deficient, Contractor's only right is reduced remuneration within the scope of statutory warranty rights.

The following applies further in the case of target obligations (Zielschuldverhältnisse): The Contractor may only rescind the contract in the event of qualified default on the part of the Client. For such purposes, a qualified default on the part of the Client refers to circumstances in which the Client defaults on an essential contractual obligation and does not cure such default despite having been given a grace period in writing that is reasonable in light of the circumstances concerned and includes a statement of the Contractor's intent to rescind the contract in the event of non-compliance. Such a demand must be sent to the Client in writing by registered letter.

The following applies in addition with regard to continuing obligations: Continuing obligations concluded on an indefinite term may be

terminated in compliance with deadlines and dates defined in the Purchasing Documents. If not (differently) specified in the Purchasing Documents, the Client may give three months' notice of termination to the end of a quarter and the Contractor may give six months' notice of termination to the end of the year. The Contractor may not give ordinary notice of termination for continuing obligations concluded for a definite term. The Client may terminate such obligations on three months' notice of the end of the quarter.

A waiver of the right to terminate and/or minimum commitment periods to the detriment of the Client must have been expressly confirmed by the Client in writing, otherwise they shall be deemed not to have been effectively agreed.

This is without prejudice to the right to extraordinary termination for good cause and the Client's warranty remedies under Article 12.

21. SUPPLIER CODE OF CONDUCT

The Contractor has read the "Supplier Code of Conduct" published on the Client's website (<https://www.rag-austria.at/lieferanten/einkauf.html>) and commits to comply with it. The Contractor confirms that the Code of Conduct represents the basis for current and future business relationships with the Client and comprises an integral part of every agreement concluded between the Contractor and the Client, regardless of whether or not it is expressly referred to in any relevant contract. Furthermore, the Contractor declares that it is liable for non-compliance with the Code of Conducts by its employees, company representatives as well as his subcontractors and other business partners whom it employs to perform on its behalf within the scope of its business relationship with the Client to the same extent that it is liable for its own conduct.

The Client reserves the right to terminate contracts with the Contractor on an extraordinary basis in the event of a material breach of the Code of Conduct by the Contractor. The Contractor shall indemnify the Client and hold the Client wholly harmless as to claims by third parties in connection with violations of the Code of Conduct.

22. LEGAL SUCCESSION

The Client may transfer its rights and obligations arising under the contractual relationship to legal successors, affiliated and/or associated companies in accordance with section 189 no. 8 or 9 of the Austrian Enterprise Code (UGB). The Client will inform the Contractor in writing in such cases. The Contractor may object to a transfer to legal successor within 14 days of receipt of the notification provided that there are legitimate grounds to believe, based on the identity of the legal successor concerned, that it will not be able to perform its obligations under the contract and the Client does not state that it is willing to assume the respective legal successor's obligations under the legal relationship subject to transfer.

The Contractor may only transfer its rights and obligations with the prior written consent of the Client. In particular, the Contractor shall not be entitled to assign its claims or have them collected by third parties without the prior written consent of the Client (with the exception of claims that have been finally determined by a court).

23. SEVERABILITY

If any provision of this contract is or becomes wholly or partially invalid, unenforceable or void, this is without prejudice to the validity of the remaining provisions of this contract. In such cases, the parties undertake to replace any such wholly or partially invalid, unenforceable or void provision with an effective provision that comes as close as possible to the achieving the economic purpose of the such invalid, unenforceable or void provision.

24. MISCELLANEOUS PROVISIONS

The Purchasing Documents govern all relationships between the contracting parties in relation to the Contractual Supply. Any and all amendments and/or additions to the Purchasing Documents must be in writing in order to be effective. This applies in like manner to an agreement to waive this written form requirement. No verbal agreements have been or will be made.

25. APPLICABLE LAW; JURISDICTION

Unless otherwise agreed, the parties agree to the exclusive jurisdiction of the Vienna Commercial Court (Handelsgericht Wien) for all disputes arising under or in connection with the contract (including pre-contractual liability, contract conclusion, performance, termination, cancellation, invalidity and rescission if applicable). Applicable law is the material law of the Republic of Austria subject to the exclusion of conflicts of laws principles and United Nations trade laws (UNCITRAL).