

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Orders: Only orders placed in writing shall be binding on us. Any oral agreement or side agreement must be made in writing. Once the supplier has accepted our order, any different terms and conditions for the sale or supply of goods or services included in the order confirmation, invoice, other shipping documents and/or records of the supplier shall enter out of force, without the need for any objection on our part. Accordingly, we shall be deemed to have agreed exclusively on our terms and conditions for the purchase of goods and services (hereinafter "Terms"). The supplier acknowledges that our Terms are exclusively applicable to every supply or service.

2. Prices: Unless the parties have agreed otherwise, prices are fixed prices, delivered duty paid. If the parties have agreed on delivery ex the supplier's works by way of exception or ex any other agreed place, any expenses and carriage charges incurred until the place of delivery shall be borne by the supplier, so that we will pay only freight costs (rail, truck, aircraft, vessel). Packaging will be compensated only if explicitly agreed. In this case, packaging shall be credited at the calculated value in case of freight-free return to the railway station from which the goods were dispatched.

3. Delivery and shipment: Agreed delivery dates are fixed dates, in case of calendar weeks, the Wednesday shall be the fixed date. Early full or partial deliveries are permitted only with our prior written consent. We are not obliged to accept partial, excessive or short deliveries that were not agreed. The goods must be accompanied by a delivery note stating our order number, item number and delivery address.

4. Transfer of risk: Unless the parties have agreed otherwise, the risk will transfer when the goods are handed over to Amann Girrbach at the place of performance (Koblach/Brederis, Austria or Pforzheim/Germany). The transport risk is borne by the supplier until the goods are handed over at the place of performance, including transfer. The supplier is responsible for proper packaging.

5. Invoicing and payment: Invoices must be issued immediately after goods were supplied or services provided. Monthly services/supplies shall be invoiced until the fifth day of the following month at the latest. Payment is made according to agreed terms of payment, otherwise within 30 days, less 3% cash discount, or after 90 days net in means of payment chosen by us; the due date of an invoice depends on the day on which the goods were accepted or the invoice received. Payments are made at the date of payment determined on a weekly basis, which follows the due date. Invoices that were not received at the appropriate time or contain defects will delay payment, and any irregularity in supplies and services will trigger delays or a suspension of payments. In the case of an irregularity, the time for payment recommences once such irregularity was fully and properly remedied. In the case of early deliveries, the time for payment shall commence not until the agreed delivery date and proper invoicing. We may unconditionally set off the supplier's claim against claims resulting from our own supplies or services and/or rights to compensation for damage or performance, even if payment by acceptances or customer's bills of exchange was agreed with the other party. Payment of an invoice neither means that we have approved the supply nor that we have waived our entitlements based on warranty or any other legal basis.

6. Making supplies and providing services: Supplies and services shall correspond to most recent international provisions and the state-of-the-art design. You will notify us if the goods to be supplied are subject to third party property rights (e.g. patents, protection of utility models). You will hold harmless and indemnify us in case the supplied goods should infringe any domestic or foreign property rights. Furthermore, the quality agreements agreed with the supplier on a case-by-case basis, which form an integral part of these Terms, shall apply.

7. Production control and quality assurance: We reserve the right to inspect the supplier's production facilities and shall be given access to carry out these inspections. The material costs for the inspection will be borne by the supplier. We will pay for the personal fees of our auditor. The conducted inspections do not release the supplier in any way from its full responsibility and warranty. You will retain the list of sub-suppliers, test records and any product samples for 10 years and, in case of medical devices, for 15 years.

8. Warranty and product liability: The supplier is liable for its supplies according to the Austrian Product Liability Act, as amended from time to time. Liability also includes consequential and financial loss of any kind, such as production downtime. Furthermore, the supplier warrants for the intactness and the guaranteed characteristics of the goods and of the parts produced by its sub-suppliers/subcontractors during the time limits prescribed by law. If any defect is discovered during this time, the supplier shall, at our choice, either immediately exchange the goods free of charge, take corrective action to remove the defect on site, or refund that portion of the compensation which corresponds to the diminution in value caused by the defect. Defects discovered during the warranty period are assumed to have existed already when the goods were handed over. The warranty period recommences for all goods once substitute delivery or corrective action is completed. This shall not affect further claims such as cancellation of the contract or compensation of consequential and pecuniary damage of any kind, such as production downtime. The supplier is responsible for any damage in transit and travel expenses, if any, etc. incurred in connection with corrective action which is necessary to remedy defects or damage. In urgent cases and whenever it would be unreasonable for us to

accept improvement or replacement by the supplier, we may remedy defects either itself or procure corrective action at the supplier's cost and expense.

9. Force majeure: Should our factories be impeded due to force majeure, we may cancel the entire or any part of the contract or demand performance at a later point in time, without the supplier being entitled to enforce any claims therefrom.

10. Drawings and samples: Drawings and documents attached to all orders and inquiries as well as any models, patterns, tools, gages and samples provided for the execution of contracts shall remain our sole property; you will accept the risk of accidental loss, disappearance, deterioration and damage. Goods produced on the basis of our documents, models, patterns, drawings, tools, gages and samples may not be supplied to third parties without our consent. All documents shall be returned to us at the supplier's initiative immediately after the order was executed or rejected and may not be made available to third parties. We reserve the right to hold you liable for the compensation of any damage we have suffered due to any such abuse.

11. Tools: If we have agreed to pay for costs of tools, these tools will become our property immediately after we have paid the full or, if agreed, proportionate costs. The tools shall bear clear indication that they are the property of Amann Girrbach AG. Unless otherwise agreed, tools will be loaned to the supplier until the order was executed. This applies also to tools the costs of which were included into the price of the ordered item according to an agreement. The supplier shall keep such tools and equipment operational free of charge and return these to us at our request after execution of the order. Tools may be used for orders other than our own orders only with our prior written consent.

12. Confidentiality and customer protection: The supplier undertakes to treat our orders and any resulting work as strictly confidential business secrets. The supplier shall be liable for any damage caused by a breach of this obligation. The supplier may make reference to the existing business relationship with us only with our prior written consent. The supplier shall keep confidential any addresses of customers that may be communicated to him in connection with our order or have become known to him in any other way.

13. Copyrights, property rights, intellectual property: The supplier/contractor grants Amann Girrbach as customer/ordering party the sole right, with no limitation as to subject-matter, time or place, to use as well as change, reproduce, publish and disseminate etc. the works and results created in connection with the contractual services. Payment of the compensation therefore covers any future use of the contractual services, including any drafts and parts (texts, word and audio sequences, programmes, pictorial representations, blueprints etc), and any and all transferable copyrights and other property rights as well as intellectual property rights will transfer to Amann Girrbach AG. These data may not be transferred to third parties without the express consent of Amann Girrbach AG.

14. Governing law, place of performance, venue: Place of performance in respect of supplies and payments shall be Koblach/Austria or Pforzheim/Germany.

All legal relationships between us and the contracting party shall be governed by and construed in accordance with Austrian substantive law, without giving effect to the UN Sales Convention. Within the scope of the Lugano Convention and the Brussels I Regulation, exclusive place of jurisdiction for any disputes shall be 6800 Feldkirch (Austria).

Disputes not falling within that scope of application shall be referred to the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna. The place of arbitration is Feldkirch. The language to be used in the proceedings is German. If the contract is executed in a language other than German, the language to be used in the arbitral proceedings shall be English. Notwithstanding the jurisdiction of the arbitral tribunal, a Party may seek preliminary or injunctive measures from a state court or a court may order those measures prior to or during the arbitral proceedings. However, we may always bring claims against the contracting party before any other court having jurisdiction for the contracting party.

Koblach, December 2019