

GENERAL TERMS AND CONDITIONS

of the

DF Pure Solutions GmbH

1. scope of application and general

These General Terms and Conditions apply to legal transactions between DF Pure Solutions GmbH (hereinafter referred to as "DF") and all legal entities and natural persons (contracting party) concerning the delivery of goods and, correspondingly, also to the provision of other services by DF Pure Solutions GmbH. The General Terms and Conditions also apply to future transactions and deliveries between the same parties without the need for further reference. Deviating agreements and terms and conditions of the contractual partner are only binding if they have been expressly recognized by DF in writing in the individual case.

The execution of a delivery or service of the DF to a contractual partner, even if it is carried out in the knowledge of terms and conditions of the contractual partner that conflict with the GTC of the DF, shall in any case not constitute an acknowledgement of the terms and conditions of the contractual partner and shall not preclude the sole validity of the GTC of the DF.

DF reserves all property and intellectual property rights to offers, cost estimates and other documents without restriction. Any deviation from this rule requires written consent. The contractual partner shall inform DF of all changes with regard to: Address, name, company, legal form and other relevant information immediately in writing.

2. Order acceptance, order, conclusion of contract

All offers made by DF are subject to change and non-binding unless otherwise stated in the order confirmation. Verbal subsidiary agreements, amendments, supplements or assurances to quotations or written contracts are only effective if confirmed in writing. Project documents may neither be reproduced nor made accessible to third parties without the consent of DF, are to be treated confidentially and are to be returned to DF immediately upon request.

The documents enclosed with an offer, such as illustrations, drawings, etc., which contain weight and dimension specifications as well as quality and property descriptions, are only approximately authoritative and are not deemed to be warranted. Only those properties which are expressly marked as such are warranted within the meaning of the UGB.

Every order must be placed in writing with DF. Confirmed orders cannot be cancelled without the corresponding consent. DF reserves the right to decide whether orders are accepted or rejected.

The contract shall only be deemed concluded when DF confirms receipt of the order in writing or effects delivery; the sending of the invoice shall also be deemed to be confirmation of the order.

3. Right of withdrawal

The DF is entitled to withdraw from the contracting party's order within 14 days after receipt of the order for reasons important to DF. Furthermore, DF expressly reserves the right to discontinue the provision of its own services in the event of delay on the part of the recipient of the services, in particular delay of payment and temporary insolvency, or to offer them only on a step-by-step basis.

The declaration of withdrawal shall be made in writing to the contractual partner. The contractual partner shall have no claims arising from this, in particular no compensation for damages. Contractual partners of DF undertake to inform DF in advance of their imminent filing of an insolvency application with the competent court pursuant to § 69 para 1 IO, as well as of an application submitted pursuant to § 70 Para 1 IO. Insolvency proceedings initiated against the contractual partner lead to the automatic termination of the contractual relationship. Insolvency proceedings render all claims against the contractual partner immediately due and payable.

4. Terms of payment, prices, invoicing

Unless other terms of payment have been agreed in writing, the full price is due without deduction within 10 days of the delivery date stated on the invoice. The start of the period shall be determined by the delivery date indicated on the invoice. If the agreed payment deadline is exceeded, interest on arrears shall be charged at a rate of 9,2 % p.a. above the respective base interest rate of the Austrian National Bank. Dunning costs, collection costs and other pre-litigation costs shall be borne by the contractual partner, if they are necessary for appropriate legal action. A payment shall only be deemed to have been made when DF can dispose of it. Furthermore, DF is entitled to claim further damages for delay. DF is entitled to demand advance payment or securities for goods consignments in transit or not yet delivered or to withdraw from the contract if necessary.

All prices quoted by DF do not include statutory value added tax and packaging and shipping charges. Unless expressly agreed otherwise, the prices applicable on the date of the order shall be used. Should the costs increase by the time of delivery, DF shall be entitled to adjust the prices accordingly. Fees, taxes or other charges levied in connection with the delivery shall be borne by the contractual partner. In the case of continuing obligations, DF reserves the right to adjust prices in the event of increases in production costs, in particular wages, raw materials, transport and other costs. In such a case, the contractual partner has a special right of termination, which he can exercise from the time of the planned price increase. This right must be exercised within six weeks of receipt of the notice of increase. The contractual partner shall only have a right of set-off if its counterclaims have been legally established or recognized by DF. The contractual partner may only exercise a right of retention if its counterclaim is based on the same

contractual relationship. Furthermore, the contractual partner agrees to invoices being sent in electronic form.

5. Delivery, dispatch, transfer of risk

Delivery dates or deadlines shall only apply if they have been expressly agreed in writing. Compliance with the delivery obligation on the part of DF requires the timely and proper fulfilment of the contract by the contractual partner. DF reserves the right to plead non-performance of the contract. DF is only obliged to deliver after receipt of payment.

An agreed delivery date shall be deemed to have been complied with if the handover to the person designated to carry out the shipment and a corresponding notification to the contractual partner has taken place. If delivery periods have been agreed in writing, they shall commence on the date of acceptance of the order. Delivery periods shall apply subject to correct and timely advance delivery, unless otherwise agreed in writing by DF. Compliance with delivery deadlines is generally subject to the timely receipt of all documents, necessary approvals and releases to be provided by the contractual partner. If these prerequisites are not fulfilled in time, the delivery period shall be extended appropriately. Partial deliveries are also permissible, whereby each partial delivery is understood as the completion of a separate order within the meaning of this document. The goods shall be dispatched by commissioned third parties. If DF has committed itself to advance performance, it is entitled, if after conclusion of the contract justified doubts about the solvency or creditworthiness of the contracting party arise or become apparent, to refuse advance performance until the consideration has been affected or security has been provided. The costs for packaging and transport will be charged to the contractual partner. In addition, DF is entitled to charge the contractual partner a lump sum for administrative expenses depending on the scope of the order or delivery. The contractual partner is not entitled to assert further claims against DF. DF is entitled to send the goods cash on delivery. The risk of accidental loss and accidental deterioration shall pass to the contractual partner when the goods are made available in the warehouse to the person or company designated to carry out the shipment. The handover is the same if the contractual partner is in delay of acceptance. Cases of force majeure that prevent DF from fulfilling obligations as a whole or in part shall release DF from the performance of the respective contractual obligations, until the force majeure ceases to exist. Thus, a delay in delivery shall also not occur in cases of force majeure. Force majeure is defined as all circumstances beyond the reasonable control of DF, in particular natural events, explosions, fire, accidents, war and other comparable hostilities. Other cases of force majeure include operational disruptions, refusal to issue licenses or permits, as well as prohibitions or measures of any kind on the part of a public authority or other third parties with the appropriate authority or acting accordingly, including, for example, in the context of pandemic control.

6. return

Goods delivered free of defects may only be returned with the prior written consent of DF. If the contractual partner returns goods delivered free of defects despite the lack of

consent, he shall remain obliged to pay the agreed purchase price of these goods. DF reserves the right to return these goods to the contractual partner at the latter's expense. Excluded from return are goods that have been manufactured at the special request of the customer or articles that have been modified according to the customer's specifications. The contractual partner shall bear the risks for the transport of returned goods.

7. Warranty, notice of defects

The warranty period for entrepreneurial contractual partners is 12 months from the date of handover, unless otherwise agreed.

Only the product description by DF shall be deemed to be the quality of the goods, irrespective of public statements, advertising or promotion. All other statements do not constitute a contractual statement of the quality of the goods.

All deliveries and other services must be checked immediately by the contractual partner by means of an incoming goods inspection. By signing the delivery documents (delivery note or digital signature), the contractual partner confirms the receipt inspection of the goods. Acceptance of the service itself without issuing a notice of defects, in accordance with §377 UGB within 12 hours, also confirms the proper condition of the deliveries and other services. Incorrect deliveries, shortages or other defects must be notified within 5 working days after receipt of the goods or invoice, otherwise the delivery or other service shall be deemed to have been performed in accordance with the contract. The same shall also apply to hidden defects. The unobjected acceptance of goods by forwarding agents or carriers shall be considered as proof of, among other things, faultless packaging and shall exclude claims against DF for damage incurred during transport.

Notifications of defects themselves must contain as detailed a description of the defect as possible; this is generally achieved by comparing the delivered goods or services with the performance parameters agreed in writing. Minor deviations of any kind, including deviations in quality, color, dimensions and weight, shall in any case not constitute grounds for complaint. Warranty claims expire if the parts affected by the defect have been changed or manipulated by third parties or by the contractual partner himself. Except in case of imminent danger, but in any case, after 6 months. If the defect was notified in time and was justified, improvement or replacement shall be applied as primary legal consequences. In the event of repeated non-fulfilment or reduced fulfilment by DF or unreasonable fulfilment, the contractual partner shall be granted a price reduction or cancellation of the contract. Claims for damages due to non-delivery or delayed delivery, as well as for any other reason, are generally limited to cases of intentional breach of duty by DF. The contractual partner must take measures that adequately support the elimination and rectification of defects. Obvious defects which occur in relation to deliveries or other services shall not be charged to these services and deliveries as agreed. The contractual partner shall bear the burden of proof for all claim requirements relating to the defect and the complaint pursuant to § 377 of the Austrian Commercial Code (UGB). The contracting party also waives the right to assert a reduction by more than half.

8. retention of title

The delivered goods shall remain the property of DF until all claims arising from an ongoing business relationship have been settled in full. The assertion of the retention of title does not constitute a withdrawal from the contract, unless otherwise agreed. Pledging or transfer of ownership by way of security of the reserved goods is also not permitted. In case of default of payment, DF is entitled to withdraw from the contract; furthermore, the contractual partner is obliged to surrender the reserved goods after a reminder. If the contractual partner does not surrender the goods, it must tolerate the removal and grant DF access to its business premises for this purpose. The extended retention of title in the contractual relationship with resellers shall be deemed agreed, whereby the resale price shall be deemed assigned to DF in advance. In this context, the contractual partner shall disclose the name or the company and the business address of the buyer for the purpose of informing the third-party debtor. In case of doubt, the simple as well as the extended retention of title shall continue to exist until the contractual partner proves, that the products delivered by DF have been paid for in full. In the event that the goods subject to retention of title by the DF are claimed by third parties, e.g. by way of seizure, or third parties assert claims on the claim assigned to DF, the contractual partner is obliged to inform DF thereof and to inform the third party about the retention of title. The contractual partner is also obliged to insure the delivered goods against damage, assigning all claims from the insurance contracts to DF.

9. product liability, general liability and obligations of the dealer

DF shall only be liable for damages in the event of intent or gross negligence. This provision does not apply to personal injury. Liability for slight negligence, compensation for consequential and pecuniary damages, savings not achieved, loss of interest and damages from third party claims against the contractual partner are excluded. DF shall be liable, in accordance with the statutory provisions for foreseeable damage typical for the contract, which the contractual partner has incurred as a result of a material breach of contract committed by us, but this shall be limited in amount up to the agreed remuneration or the purchase price for the respective order. Any further liability is expressly excluded. The exclusion or limitation of liability also applies to representatives or vicarious agents of DF. Unless otherwise stipulated above, DF's liability is excluded as a matter of principle. DF shall not be deemed to be the manufacturer within the meaning of § 3 PHG with regard to distributed goods (merchandise) if they were manufactured by third parties or imported into the EEA. If the third parties cannot be located, DF will assist in obtaining the relevant information. The right of recourse according to § 12 PHG is excluded.

If contractual partners purchase DF products and offer them on the market or distribute them commercially, the contractual partner is subject to the general obligations of Art. 14 of Regulation (EU) 2017/745. Furthermore, the contractual partner must comply with all obligations for a possible product recall in accordance with EC Directive 93/42/EEC.

10. secrecy

All business, operational and technical matters that become known or come to light in connection with the business relationship with DF are subject to confidentiality. This must also be maintained beyond the end of the contractual relationship and ends with a written waiver by DF or by disclosure to the general public.

This also applies to all other documents and information, with the exception of marketing material, which the contractual partner obtained through the business relationship with DF.

11. place of performance and place of jurisdiction

The place of performance for deliveries, other services and payments shall be the respective registered office of DF. The place of jurisdiction for all disputes arising directly or indirectly from the contracts or these General Terms and Conditions shall be the Austrian court with subject-matter jurisdiction for the registered office of the company.

12. applicable law

Austrian law shall be deemed agreed. References to international private law and regulations of the UN Convention on Contracts for the International Sale of Goods shall be deemed excluded.

13. severability clause

The invalidity of individual provisions of these terms and conditions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid and enforceable provision which comes as close as possible to the meaning and purpose of the invalid provision.

14. regulations for consumers

The legally guaranteed provisions of the KSchG shall take precedence over any conflicting provisions of these General Terms and Conditions in respect of consumers pursuant to §1 para. 1 no. 2 KSchG. In the case of consumer transactions, liability is excluded only for cases of slight negligence.

15. final provisions

The fulfilment of the contract is subject to the proviso that there are no obstacles to its fulfilment due to national or international regulations, in particular export control regulations as well as embargos or other sanctions. The contracting parties undertake to provide all information and documents required for the export/transfer/import. Delays due to export inspections or licensing procedures shall invalidate deadlines and delivery

times. If required approvals are not granted, the contract shall be deemed not to be effective with regard to the parts concerned.