

TERMS AND CONDITIONS OF PURCHASE

1. GENERAL

The equipment, materials, or supplies ("Goods") furnished by Supplier and covered by our purchase order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein (our "GTC"). As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. We (ENGEL USED MACHINERY S.R.O) and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in our GTC will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. These terms and conditions shall constitute the final, complete and exclusive state of the agreement between the Parties and no other terms or conditions will be binding upon the Parties unless accepted by them in writing. For the avoidance of doubt, if no bilateral written agreement is executed by and between us and Supplier, it is conclusively presumed that at the time our PO is drawn up, an Agreement is entered into that is governed by the conditions stipulated in the PO and these GTC ("Agreement"), in which case the conditions of the PO are superior to these GTC; Supplier's conditions, if any, constitute a part of the Agreement only if they do not contradict the provisions of the Agreement or these GTC; Supplier agrees therewith unconditionally at the time Goods are delivered (if no earlier express declaration of consent thereto is provided).

2. SUPPLIER'S OBLIGATIONS

Supplier shall make a detailed description of the Goods and advise of any defects or non-conformities in writing, even if they are apparent by visual inspection. Supplier shall supply all relevant product safety and health information that pertains to all Goods ordered hereunder. Supplier must ensure that Goods comply with certification standards that are effective and applicable at the time of Agreement execution. Unless otherwise expressly agreed by the Parties, Supplier must reverse any former changes in the Goods that would otherwise result in the Goods not complying with the certification standards including, without limitation, safety standards, effective and applicable at the time, if such changes could possibly have an adverse effect on the conformity with health, safety, and environmental protection standards for products sold within the European Union. Notwithstanding the foregoing, Supplier shall not make any changes in the Goods after issuance of the PO and the visual inspection, if any. Supplier shall grant access to the Goods and make available, free of charge, cranes, fork-lifts or any other lifting tools necessary for deinstallation, packing and loading on our truck. Failure of Supplier to abide by the provisions of this article is to be regarded as a material breach of the Agreement, in which case we may withdraw from the Agreement without prejudice to any of our rights to claim full damages.

3. DELIVERY SCHEDULES

Time is of the essence. Deliveries shall be made at times specified in our Delivery schedules. A Delivery schedule is a

list of delivery dates as stated in the Agreement. We may direct temporary suspension of scheduled shipments, neither of which shall entitle Supplier to a modification of the price for the Goods covered by the respective PO or Agreement. If Supplier fails to deliver the Goods in accordance with the agreed date(s), we shall be entitled to any one of the following as well as any combination of the following: (i) withdraw from the Agreement in whole or in part; (ii) refuse any subsequent delivery of the Goods or provision of the Services; (iii) recover from Supplier any expenses reasonably incurred by us in obtaining the goods and/or services in substitution from another supplier; (iv) damages for any costs, losses, expenses and liquidated damages incurred by our customers which are attributable to Supplier's delay; and/or (v) liquidated damages as specified in the PO.

4. INSPECTION

If, prior to delivery any Goods furnished are found to be incomplete, or not as specified in the Agreement, we may reject them, require Supplier to correct them without charge, or require provision of such Goods at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time we deem reasonable, we may withdraw from the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and, in addition to any costs for which Supplier may become liable to us under other provisions of the Agreement, Supplier will reimburse us for all transportation costs, other related costs incurred, or payments already made to Supplier in accordance with the terms of the Agreement for unaccepted Goods and materials and supplies incidental thereto. Payment for the goods delivered shall not constitute acceptance. Additionally, payment for the goods and/or acceptance of the goods is without detriment to any claim we may have as a result of defective Goods having been delivered by Supplier. Our withdrawal from the Agreement shall be without prejudice to any of our rights to claim full damages.

5. PRICE AND PAYMENT

Unless otherwise agreed in writing prices are in Euros, are firm and are inclusive of all applicable taxes, duties, of any kind and in accordance with the Incoterm as stated on the Purchase Order or if not stated, EXW (Incoterms 2020), deinstallation made by us. All invoices must be itemized and must reference the Agreement or PO number. Notwithstanding any provisions of the EXW rule to the contrary, cartage, packaging or boxing expenses are to be paid by Supplier unless expressly agreed upon otherwise in the Agreement. Subject to our right to dispute any amounts due, we shall pay invoices thirty (30) days from the receipt of a complete and correct invoice; we are, however, not obliged to pay an invoice prior to the Goods taken over from the Supplier being inspected by us properly. If applicable, any discounts or rebates set out in the PO or Agreement, or for early payment shall be identified on the invoice. Supplier is required to accept electronic payment. We shall have the right to offset and deduct any amounts resulting from counterclaims against Supplier or any of its affiliated companies from the payment of any due amounts.

TERMS AND CONDITIONS OF PURCHASE

6. TRANSFER OF TITLE AND OWNERSHIP

Ownership of the Goods passes to us at delivery. To the extent that the Goods contain software necessary for operation of Goods, and embedded in and delivered as integral part of Goods (the "Embedded Software"), ownership of such Embedded Software will not pass to us but Supplier must inform us expressly about Embedded Software prior to the Agreement being entered into. Additionally, Supplier shall grant, or – as applicable – shall procure that the third party owner grants, us and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free right to use the Embedded Software as integral part of such Goods. Failure of Supplier to abide by the provisions contained in this article and relating to Embedded Software is to be regarded as a material breach of the Agreement, in which case we may withdraw from the Agreement without prejudice to any of our rights to claim full damages.

7. REPRESENTATIONS AND WARRANTIES

Supplier expressly warrants that Goods furnished shall be exactly as specified in the Agreement, in running order and free of any liens and encumbrances including third party rights such as rights arising out of a rental agreement. Supplier further represents and warrants that: (i) it is duly organized or incorporated in the relevant jurisdictions and has full capacity to enter into the relevant Agreement and perform its obligations thereunder; (ii) no hardware or software or other material used in the supply of the Goods nor the use thereof infringes any intellectual property rights or liens of any third party; (iii) Supplier holds all right, title and interest in the Goods ; and (iv) that it operates in compliance with all laws and regulations; and (v) the Agreement does not violate any other agreement binding on Supplier. Supplier must ensure all warranties inuring to Supplier's benefit at the time of Agreement execution are transferred to us, i.e. they shall survive and not be diminished as a result of Agreement execution or due to an inspection, acceptance, use or payment of, or for, the Goods.. Any Goods that do not comply with this warranty shall, at our option either be replaced or repaired by Supplier or returned by us for refund by Supplier. Failure of Supplier to abide by the provisions of this article is to be regarded as a material breach of the Agreement, in which case we may withdraw from the Agreement without prejudice to any of our rights to claim full damages.

8. INDEMNITY

Supplier shall, at its expense, indemnify, defend (or settle) and hold us, our officers, directors, employees, agents and Affiliates harmless from and against any loss, damage, cost, liability, and expense (including reasonable fees for attorneys and other experts), sustained by reason of arising out of or relating to, without limitation: (i) any breach or non-fulfilment of any of Supplier's warranties or obligations hereunder, (ii) any act, omission, neglect or default by Supplier or its agents and employees; (iii) any claim or infringement of any patent, trademark, trade secret or other proprietary right including claims for royalties or license fees, in connection with the purchase, use or sale of the Goods (whether or not the goods ordered, their parts or designs have been specified by us) or Services; or (iv)

the death or any bodily injury to anyone, damage to property, or any other damage or loss by whomsoever suffered, resulting or claimed to result in whole or in part from the use, purchase, or sale of the Goods.

We may at our option be represented by our own counsel in any action, the expenses of which shall be borne by Supplier. All indemnifications and hold-harmless agreements and releases shall be continuing and shall survive acceptance of the Goods provided hereunder, or cancellation of the Agreement.

9. INSURANCE

Supplier shall maintain Comprehensive General Liability with an insurer acceptable to us, in an amount (in the currency set forth in the PO or Agreement) of no less than five million Euros (€ 5,000,000) per occurrence, for damage to or destruction of property (including loss of use), including products and completed operations coverage and contractual liability, or a combined single limit of five million Euros (€ 5,000,000) for bodily injury including death. Any deductible or self-insurance shall be of a level acceptable to us. The Supplier must provide evidence that a relevant insurance contract has been signed by producing such an insurance contract. Failure of Supplier to abide by the provisions of this article is to be regarded as a material breach of the Agreement, in which case we may withdraw from the Agreement without prejudice to any of our rights to claim full damages.

10. FORCE MAJEURE

If Supplier is unable to sell or deliver any Goods covered by the PO or Agreement, or we (or our customer) are unable to accept delivery of any Goods covered by the PO, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence, then any delay or failure to perform under the respective Agreement that results from such event or occurrence will be excused for so long as such event or occurrence continues; provided, however, that the affected party gives written notice of each such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than a week thereafter). Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, floods, windstorms, severe weather, explosions, riots, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), epidemics, pandemics and power failures. If any such delay lasts more than thirty (30) days, the non-affected party may terminate the Agreement without any liability to the affected party.

11. CONFIDENTIALITY

In addition to (and not in lieu of) any Non-Disclosure-Agreement, the Parties may have signed before the date of the PO or Agreement, each Party agrees to keep confidential and to prevent the unauthorized disclosure of information disclosed by the other Party, which is confidential by its nature including without limitation technical, commercial, financial, marketing, operational or strategic information related to the business of a

TERMS AND CONDITIONS OF PURCHASE

Party, on any verbal, visual or written medium, whether it is marked confidential or restricted or not ("Confidential Information"). The Party receiving Confidential Information from the other Party shall protect it from unauthorized disclosure to third parties by using the same degree of care that it uses for its own confidential information, but no less than commercially reasonable efforts. Neither Party shall use the other Party's Confidential Information for any other purposes than for the execution of the Agreement, nor reproduce the Confidential Information in whole or in part in any form except as may be required by the Agreement.

12. COMPLIANCE AND BUSINESS ETHICS

Prerequisite for any business cooperation shall be unconditional compliance with ENGEL's Code of Compliance as amended from time to time (available at our website www.engelglobal.com) as well as compliance with all relevant laws, regulations, directives, and similar rules with regards to our Code of Compliance; the Supplier expressly declares that prior to executing the Agreement, they have read and understood the Code of Compliance as well as all the other laws, regulations, directives and similar rules, and that they agree therewith. Any breach of the obligations set forth in this Section shall be regarded as a material breach of contract, which shall entitle Purchaser to withdraw from the Agreement and claim for all damages and losses incurred as a result of breach of the provisions of this article.

13. GOVERNING LAW, DISPUTE RESOLUTION

These GTC, any PO, any Agreement and all acts or omissions of the parties related to these GTC or any PO or any Agreement shall be governed exclusively by the laws of the Czech Republic, without regard to its or any other jurisdiction's conflicts of laws principles that may cause the law of another jurisdiction to govern; application of The Vienna Convention on the International Sale of Goods is hereby also excluded. Any dispute arising from these GTC, any PO, any Agreement or from any act or omission of either Party related to these GTC or from any PO or any Agreement shall be finally decided in arbitration proceedings before the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic in Prague, by three arbitrators and in accordance with the rules of this court. The arbitration shall be conducted in the Czech language while written evidence may be submitted in the English language with no translation necessary.

14. MISCELLANEOUS

If any clause is unenforceable it shall be severed, and the other clauses will remain in full force. Any clause which by its nature should survive termination will do so, including without limitation the Confidentiality, Liability, Indemnification and Warranty clauses. The Parties are independent contractors, and nothing herein shall make them agents, employees, or partners and there shall be no joint and several liability. The non-exercise by a Party of a right hereunder does not constitute a waiver of such right. Nothing herein shall be interpreted to create an exclusivity in favor of Supplier unless otherwise set out in the PO or Agreement. Except as otherwise provided

herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The Agreement shall not be assigned in whole or in part by Supplier nor shall Supplier subcontract any part of this Contract without our prior written consent. No waiver of any provision or failure to perform any provision of the PO or Agreement shall be effective unless consented to by us in writing nor shall any such waiver constitute a waiver of any other provision or failure to perform. Supplier shall not use our name for the purposes of advertising, press releases, promotion or solicitation without our prior written consent. These GTC may be updated by us from time to time and Supplier commits to review them regularly and be bound by the GTC.

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