

1. These General Terms and Conditions of Purchase of the RETAL Group (the "GTC") apply to all purchases of any product, material, commodity or any other kind of goods (the "Goods"), works and services to be performed in or without connection with the purchase of any Goods, which includes construction, repair, technology, design, engineering, consultation, manufacturing, transport, supervision, installation, testing, maintenance or other activity (the "Services") delivered and/or sold by Seller to Buyer which placed its purchase order with the reference to these GTC.
2. Any and each of Buyers referring to the present GTC in their purchase orders shall be solely responsible for performance and liable to respective Seller with which the order is placed. In no event may these GTC be interpreted as a guarantee, surety or any other instrument constituting legal grounds for joint liability of any member of the RETAL Group other than the Buyer placing the purchase order concerned for the performance of the order placed by such Buyer with a particular Seller. Buyer and Seller are collectively referred to as the "Parties" and separately as a "Party".
3. The submission of a supply contract and/or purchase orders (collectively, an "Order") by Buyer is expressly conditioned on Seller's acceptance of these GTC, which can be expressed either in writing or by conduct directed at performance of respective Order without written confirmation thereof, including the issuance of an invoice, acceptance of the down payment and/or shipment of the Goods or start of provision of Services.
4. These GTC and an Order placed by Buyer and accepted by Seller in any of the forms specified herein supersede all prior understandings, transactions, and communications, whether oral or written, with respect to the matters referred to herein and the relevant Order and form a complete, binding and enforceable contract between Buyer and Seller. Any deliveries of Goods and/or performance of Services shall be deemed to have been made under these GTC and the respective Order.
5. These GTC shall apply notwithstanding Buyer's knowledge of any terms and conditions of Seller (including those posted on Seller's website or otherwise communicated to Buyer) which conflict, deviate from or add to these GTC, and any such terms and conditions shall not be binding on Buyer unless those are expressly accepted by Buyer in a specific, one-document written agreement signed by duly authorized representatives of the Parties.
6. Buyer's Orders, Seller's confirmations of acceptance and other associated purchasing documents shall be issued in writing including standard electronic forms any of the Parties may use in its business and delivered by e-mail or other electronic means which shall be acknowledged as an effective mode of delivery. Such documents originating from either Party shall be valid without signature if received from the Party's official source being the email address with the domain name used by the sending Party in its routine business.
7. The Parties shall agree on the delivery method with respect to each Order. All deliveries of the Goods shall be shipped and packaged using the best commercial practices to prevent damage and deterioration to the Goods. Each package shall be labeled or marked in accordance with applicable laws and regulations, including without limitation the rules applicable to transportation and traceability. Each label or marking shall specify, at least, the name and address of the manufacturer, the product name and code, the lot number, and the net weight of the Goods.
8. Unless otherwise agreed to in writing, all deliveries of the Goods will be made F.O.B. Buyer's plant (in case of intra-U.S. supplies)/DDP Buyer's plant (Incoterms 2010). Title to the Goods passes to Buyer along with all risks in accordance with the applicable delivery basis. Delivery of the Goods shall not be deemed to have taken place until Buyer or Buyer's consignee has received the complete consignment of the Goods, without defects, at the agreed place of delivery.
9. Buyer accepts delivery of the Goods between 9 a.m. and 5 p.m. prevailing time, excluding holidays and weekends. Seller's estimated delivery window shall be communicated to Buyer at least one (1) day in advance so the Parties can attempt to coordinate the delivery of the Goods hereunder.
10. Time is of the essence of any Order. Delays in delivery or performance shall entitle Buyer to remedies available under applicable law, including withdrawal of the Order and termination of respective contract plus any damages permitted by applicable law. Without prejudice to any other right or remedy available under applicable law, defaulting Seller at Buyer's demand shall pay to Buyer a delay charge of 0,03% of the total value of the Order per day of delay.
11. Seller shall provide its delivery note and/or a bill of lading/waybill from the carrier of the Goods, which shall include on each packing slip and bill of lading the number of the relevant Order, the name and address of the consignor, and other data provided for in the Order or reasonable requested by Buyer. The Goods shall be always delivered with a certificate of quality/analysis issued by the manufacturer of the Goods for the respective lot/batch number indicating measurement results for all the parameters of the Goods as per respective specification. For every grade or type (e.g. different color) of the Goods ordered Seller shall provide Buyer with a specification of raw material, Material Safety Data Sheet, Technical Data Sheet, Declaration of Compliance, and other documents related to the safety of the Goods and its compliance with the applicable statutory rules and regulations. Such documents shall be renewed and delivered to Buyer without specific demand in case of change of raw/initial material, manufacturing process or legal requirements for their content. At Buyer's request, Seller shall provide Buyer with other documents Buyer may reasonably need to receive, use and/or process the Goods including without limitation a certificate of origin, export declaration, operating instruction and/or others. The absence of the necessary documents on delivery as well as non-accurate or incomplete content thereof shall be considered a justified reason for rejection of the Goods by Buyer and/or payment delay. At Buyer's request, Seller shall send drafts/copies of the said documents by email before shipment of the Goods.
12. Buyer is not obliged to accept any incomplete delivery or delivery in excess of the amounts stated in the Order and may reject the delivery for nonconformity in any lot or instalment delivered and performed hereunder, including, without limitation, Seller's failure to deliver the Goods in due time, delivery of defective or otherwise nonconforming Goods, or delivery of an insufficient quantity of the Goods.
13. When an Order concerns any Services resulting in delivery to Buyer of an object of industrial or intellectual property, including without limitations text, picture, other work of art, design, software, know how, etc., Buyer shall be deemed to have acquired from Seller all worldwide right, title and interest in and to such intellectual property, including all worldwide patents, patent applications, copyrights, mask work rights, design, trade secrets rights and other intellectual property rights in any such object and any and all "author's rights" or "moral rights" ("Moral Rights") that Seller may have in or with respect to any result of the Services provided to Buyer. To the extent any Moral Rights are not assignable, Seller waives, disclaims, agrees and warrants that Seller or the owner of the Moral rights will not enforce such Moral Rights against Buyer or any Buyer's assignee or licensee or subsequent after-Buyer user of the respective object of industrial or intellectual property. Seller agrees, at no charge to Buyer, but at Buyer's sole expense, to sign and deliver to Buyer such documents as Buyer considers desirable to evidence the assignment of all rights of Seller, if any, described above to Buyer and Buyer's ownership of such rights, and to do any lawful act and to sign and deliver to Buyer any document necessary to apply for, register, prosecute or enforce any patent, copyright or other right or protection relating to any object of intellectual and/or industrial property in any country of the world. Seller hereby irrevocably designates and appoints Buyer, and each and any of its directors and officers as Seller's agents and its attorneys-in-fact to act for and in its behalf and instead of it, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights therein with the same legal force and effect as if executed by Seller.
14. Seller warrants to Buyer, its successors, assigns, customers and end users that Goods and/or Services, upon delivery and within the warranty period provided for herein, will (a) meet all specifications, drawings, instructions, descriptions set out in the documentation and materials published by Seller and/or made available to Buyer before accepting an Order or prescribed by such Order as well as statements on containers or labels; (b) be of good and merchantable quality and free of defects in material, workmanship and design, even if the design has been approved by Buyer, (c) fit for their intended purpose, (d) be manufactured in accordance with industry standards and in compliance with any applicable laws, rules and regulations, (e) be not altered or misbranded within the meaning of the law, regulation or ordinance applicable to food and drugs, where applicable, (f) not infringe or misappropriate any industrial or intellectual property rights of any third party, and (g) title to the Goods is free and clear of all liens, security interests, encumbrances or restrictions of any kind. All warranties shall survive any test, inspection, delivery, acceptance, payment and use of the Goods and/or Services.
15. Seller represents, warrants and undertakes to provide on demand sufficient evidence of that any and all information furnished to Buyer with respect to the country of origin of the Goods is true and correct, and undertakes to obtain and maintain due and sufficient evidence no less than three years after the end of the year when the respective Goods is delivered to the Buyer. If Seller's warranty hereunder is false, or if the evidence maintained by Seller is unreliable or insufficient in the opinion of the competent authority to confirm the country of origin of the Goods initially advised to Buyer, Seller shall indemnify, defend and hold Buyer harmless against any and all costs and expenses, including any taxes, duties, levies and other official charges, that Buyer may incur as a result of inability to confirm the country of origin of the Goods initially advised by Buyer due to the aforementioned circumstances.
16. Seller shall inform Buyer in writing a reasonable time in advance on any planned modifications to (1) the materials, production processes, formulations, and recipes of Goods to be taken by Seller or any of the manufacturers of the Goods, or (2) the description, scope, plans, specifications or other instructions in connection with any Services to be provided to Buyer. The Goods manufactured or Services to be performed after the implementation of such changes may be supplied or provided to Buyer only subject to its explicit written consent.
17. Buyer may inspect the entire lot or a sample of the Goods, at Buyer's option, and may reject all or any portion of the Goods or lot of the Goods if Buyer determines them all or a portion of any lot thereof to be defective or nonconforming. Buyer will report Seller on defects or nonconformity of the Goods promptly upon discovery. Defects or nonconformity of the Goods and Services may be reported to Seller within the greater of: the applicable warranty period or 12 (twelve) months from delivery of respective Goods to the final consignee/ acceptance of Services by its recipient. Seller shall analyze and provide reasonable response to any Buyer's claim as soon as practicable but in any way no later than within five (5) business days from the day of receipt. In the case Seller reasonably needs additional time/documents/data for analysis of a single claim, it shall request for the prolongation of the period prescribed. The lack of prolongation request or response on the merits shall constitute acknowledgement of the claim.
18. Any equipment designed or manufactured at Buyer's Order is subject to testing by Seller or the equipment manufacturer at their respective premises prior to shipment. Seller shall notify Buyer that the Goods are ready for testing within a reasonable time in advance, and Buyer shall be free to attend. Unless otherwise provided for in the Order, testing shall be performed in accordance with the procedure commonly used for testing goods of the same or similar nature demonstrating the performance of the equipment in accordance with its specification. In case of failure of any test, Seller shall promptly rectify all deficiencies and perform another test. If no successful test is performed prior to the intended shipment date, Buyer, without prejudice to any other right or remedy available to Buyer under the applicable law, may terminate the respective Order, and Seller shall reimburse Buyer for all costs and expenses incurred with respect to performance of the Order by Buyer, including, without limitation, all amounts paid by Buyer for the Goods. Final testing of the equipment shall be performed by Buyer upon installation thereof in Buyer's/Buyer's consignee's premises. Acceptance of the Goods by Buyer shall be subject to full compliance of the Goods with the performance criteria. If the testing is failed because of the reasons not related to Buyer, the equipment shall be deemed nonconforming.
19. All the Services are subject to (a) inspection and test during work progress regardless of location, and (b) final inspection, test, and acceptance at destination regardless of location. Buyer's payment, inspection, failure to make inspection, or acceptance of the Goods and/or Services shall not be deemed to constitute a waiver by Buyer of any warranty of Seller, express or implied, nor impair Buyer's rights to reject or revoke acceptance of nonconforming Order.
20. Unless a greater/shorter period is accepted by Buyer in writing or the greater period is provided by law, Seller warrants that the Goods and/or Services shall be free from any defects for a period of at least 12 (twelve) months after the date of delivery to the final consignee.
21. If Goods and/or Services are defective or otherwise nonconforming in any manner, Seller shall, at Buyer's sole discretion and without prejudice to any other right or remedy available under applicable law, (a) eliminate the defect or replace the defective Goods and/or Services with conforming Goods and/or Services, without any additional expense to Buyer; (b) reduce the purchase price for the nonconforming Goods and/or Services upon a mutually agreed discount to the Order payment and reimburse the difference between the initial and discounted prices to Buyer; or (c) collect the consignment where any single defect or nonconformity was detected (in whole or in part) if the defect was discovered before processing of the Goods, if applicable, and credit or reimburse to Buyer the full price paid for the nonconforming and rejected Goods and/or Services together with all and any

transportation, customs clearance, labour and other expenses incurred by Buyer in connection with the collection of Goods from Buyer shall always follow reimbursement by Seller.

**22.** Seller is liable for all damages, losses, costs, and expenses incurred by Buyer resulting from Seller's failure to deliver conforming and non-defective Goods and/or conforming Services in time. This includes, but is not limited to, compensating Buyer for: (i) any value of the Goods and/or Services paid by Buyer; (ii) any value of the Buyer's property damaged or lost because of Seller's default; (iii) Buyer's additional expenses incurred in procurement of substitute Goods and/or Services (iv) Buyer's liability to third parties, including arising from recalls and product withdrawal claims.

**23.** To the fullest extent permitted by law, Seller agrees to indemnify, hold harmless and defend Buyer and its affiliated companies, their directors, members, officers, employees, and agents ("Indemnitees") from and against any losses, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including, without limitation, all judgments and awards rendered against, and all fines and penalties imposed upon Indemnitees and all reasonable attorney's fees and any other cost of litigation (collectively, "Liabilities") arising out of, or directly connected with, the performance or non-performance of Seller's obligations under or pursuant to an Order, or Seller's negligence, where such performance, non-performance or negligence has resulted in bodily injury, including death, or property damage to the third party claimant. Seller's obligation to defend and indemnify under this Section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise, except for claims that arise as a result of the gross negligence of Buyer, but only to the extent of such negligence.

**24.** All mechanics' liens are hereby waived by Seller and no lien shall be filed or maintained against Buyer's premises on account of any Services. The same shall apply to Seller's subcontractors. Seller shall indemnify, protect and defend Buyer in respect of any lien or claim for lien in favor of Seller or any of its sub-contractors that may appear in course of performance of any Order and after all payments are made.

**25.** The insurance requirements set forth herein shall not in any way limit Seller's liability arising out of these GTC.

For Sellers operating in the U.S.: Seller shall maintain the following insurance coverage provided by an insurer rated a minimum AM Best rated "A" in the specified amounts: (a) Worker's Compensation with no less than the statutory limit required by law; (b) Employer's Liability to the extent required by any laws or regulations applicable to any location where Seller carries out its commercial activities; (c) Comprehensive General Liability, written on an occurrence form, including but not limited to bodily injury, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury and advertising injury and liability assumed under an insured contract, with limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate and products/completed operations aggregate of \$2,000,000; (d) Automobile Liability Insurance covering all motor vehicles licensed for highway use and employed in the performance of an Order including coverage for owned, hired, and non-owned vehicles with a combined single limit including bodily injury and property damage of not less than \$1,000,000 each accident, and (e) Excess Liability (Umbrella) Insurance with a minimum limit of \$5,000,000 per occurrence and such policy shall provide excess limits for the General Liability, Employer's Liability and Automobile Liability policies and follow form or be at least as broad in coverage. Seller shall name Buyer, its subsidiaries, affiliates, directors, officers, employees, partners, customers, and agents as additional insureds on such policies and, to the extent permitted by law, will require its insurers to waive all rights of recovery or subrogation against Buyer, its subsidiaries, affiliated companies, its and their respective officers, directors, shareholders, employees, and agents. Upon Buyer's request, Seller shall furnish endorsed certificates of insurance setting forth the amounts of coverage, policy dates, and dates of expiration for insurance maintained by Seller. Such certificates shall provide that Buyer will receive thirty (30) calendar days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage.

For Sellers operating out of the U.S.: Seller shall maintain the following insurance coverage provided by an insurer to Buyer's reasonable satisfaction: General, Product, and Professional Liability insurance in a minimum amount of USD 5 million per claim, on an occurrence basis, covering Seller's liability in respect of all Goods and Services supplied by Seller. Seller shall ensure that the Buyer's interest is noted on the insurance policy. On demand, Seller shall demonstrate to Buyer that it has adequate insurance.

**26.** Buyer has the right to set off amounts payable to Seller under any Orders and other associated purchasing documents against any claim or charge it may have against Seller.

**27.** The Parties shall agree on applicable payment terms and procedures in writing. Unless otherwise confirmed by Buyer in writing, an invoice shall come only after final delivery of the Goods and completion of any required Services. Invoices for the Goods shall always contain the Parties' names, addresses and VAT registration numbers if any, Order number, specification of the delivered Goods, purchase price (per item and total), the applicable tax rate, the amount of tax payable, or the reverse charge, or alternative reference, the payment term and Seller's bank account details. Invoices for Services charged on a time and material basis shall be accompanied by time sheets or other cost supporting documentation. The total price specified for the Goods and/or Services shall be inclusive of any taxes, duties, levies, withholdings or any other official charges.

**28.** In the absence of an Order specifying otherwise, payment terms shall be net ninety (90) calendar days and each Party shall bear its own banking fees (i.e. Buyer shall pay any outgoing money transfer charge and Seller shall pay any incoming money transfer charge). Should any correspondent bank change the charging code from "OUR" to "SHA", the relevant portion of the charges shall be borne by the beneficiary.

**29.** Seller is not authorized to make use of Buyer's name for any purpose or publicize the fact that Seller has furnished or contracted to furnish to Buyer any Goods and/or Services without Buyer's prior written consent.

**30.** Seller acknowledges that Seller may be supplied with or come into possession of information related to Buyer's business, which Buyer considers to be confidential and proprietary ("Confidential Information"), including but not limited to, the descriptions, drawings, specifications, photos, illustrations, technical data, Orders, the prices or price methodology, or any information (whether technical or otherwise) relating to the Goods and/or Services. Seller hereby agrees that it will maintain confidentiality of such Confidential Information, and will not use it for Seller's own benefit or disclose such Confidential Information to third parties without the prior written consent of Buyer, except Seller may disclose such Confidential Information to its employees, consultants or others on a need-to-know basis in order to process and perform Buyer's Orders. Seller agrees to take necessary or appropriate

actions by way of requiring non-disclosure covenants from the recipients of the Confidential Information so as to maintain the confidentiality of such information.

**31.** Seller shall not assign its rights or obligations under any Order, whether by operation of law or otherwise, without the express prior written consent of Buyer.

**32.** Buyer is entitled to terminate any Order and cancel the undelivered portion of Goods and/or unperformed Services, if any, without liability if (a) Buyer reasonably believes there has been a material and adverse effect on the financial condition of Seller or the Seller's ability to perform its obligations, liabilities or duties under any Order, including without limitation a change in control of Seller (over 50% of the voting rights of the current direct and indirect owner(s) of the authorized capital or interests of Seller pass either directly or indirectly to another company/individual); (b) Seller has provided Buyer with untrue or inaccurate information regarding its business matters; (c) there is an unauthorized delay in delivery of the Goods and/or performance of the Services by Seller, (d) the equipment test is failed and Parties has no agreement on its repetition, (e) Seller commits a material breach of any of the GTC or an Order and fails to rectify such breach on Buyer's demand; (f) in other cases provided by applicable law.

**33.** The following provisions concerning the law governing these GTC and resolution of disputes arising out of or relating to these GTC shall apply:

(a) *where Seller and Buyer are domiciled in the United States of America:*

these GTC and any Orders shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania. Exclusive venue for any suit, action or other proceeding relating to or arising out of these GTC and/or any Order shall be commenced and litigated only in the state or federal courts located in Washington County, Pennsylvania, and any appellate court thereof. **THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THESE GTC OR ANY ORDER;**

(b) *where Buyer is domiciled in the United States of America and Seller is domiciled outside of the United States of America:*

these GTC and any Orders shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania. Any dispute arising out of or relating to these GTC and any Order shall be resolved by binding arbitration in Pittsburgh, Pennsylvania before the American Arbitration Association in accordance with its commercial arbitration rules;

(c) *where Seller and Buyer are domiciled in the European Union and/or European Free Trade Association member countries:*

these GTC and any Orders shall be governed by, and interpreted in accordance with, the laws of the country where Buyer is domiciled. Any disputes arising out of or relating to these GTC and any Order shall be resolved by the competent courts at Buyer's domicile;

(d) *in all other cases not falling within clauses (a) - (c) above:*

these GTC and any Orders shall be governed by, and interpreted in accordance with, the laws of the Republic of Austria. Any dispute, controversy or claim arising out of or in connection with any Order, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the said Vienna Rules. The seat of arbitration shall be Vienna, Austria. The language of the arbitral proceedings shall be English. The award of the arbitral tribunal shall be final and binding on the Parties.

**34.** Notwithstanding the aforesaid, Buyer may submit, at its sole discretion, its claim against Seller with the competent court at Seller's domicile, and such court shall be deemed the appropriate forum for resolution of the respective claim and/or dispute.

**35.** The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) is expressly excluded.

**36.** If any of the provisions of these GTC is, or becomes, invalid, illegal or unenforceable under the applicable law, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. If any of the provisions or clauses of these GTC are found void because they provide for a regulation unlawfully expanding the limits provided for in the applicable laws, then such provisions shall be deemed void only to the extent they are not in compliance with the applicable laws and the competent court or arbitration tribunal shall be entitled to reduce their application to the Parties' relationship so that such provisions become valid and enforceable to the maximum extent possible.

**37.** Seller acknowledges and endeavors to comply with RETAL CODE OF CONDUCT FOR SUPPLIERS (available at website: <https://www.retalgroupp.com/policies/>) ("Code of Conduct"), which states Buyer's expectations towards Seller regarding Corporate Social Responsibility (CSR). Seller will cooperate with Buyer in the assessment and verification of Seller's performance against the Code of Conduct and will implement corrective actions when needed.

**38.** All notices, consents and communications between the Parties shall be in writing, and can be provided by electronic means (email or fax) and shall be deemed received on the next day from dispatch if sent by email or fax and after 5 (five) calendar days if sent by regular mail or courier, provided the sender keeps in its possession evidence of dispatch (delivery receipt, successful facsimile transmission reports, delivery notes).