

## STANDARD TERMS OF BUSINESS

### 1. Scope of application of the Standard Terms of Business

The following Standard Terms of Business shall apply exclusively to contracts concluded between HALI Büromöbel GmbH, Schachingerstrasse 1, 4070 Eferding, registered under Company Number 101164x at the Wels Provincial Court (hereinafter referred to as "HALI") and the client, purchaser or principal (hereinafter referred to as the "Customer"), and in particular contracts for works and services, sales contracts or other services contracted such as in particular consulting services or start-up work for the Customer, or assembly work. By placing and/or confirming the order the Customer accepts the Standard Terms of Business.

As a matter of principle, HALI concludes contracts with business enterprises.

### 2. General

The contract is concluded upon receipt by HALI of the confirmation of order signed by the Customer. Amendments or additions made after the contract has been concluded shall be invalid unless recognized in writing and bearing the signature of HALI.

Plans, samples and material inspections shall as a matter of principle be subject to charge.

Penalty agreements to the detriment of HALI shall require the written consent of the HALI management

### 3. Time of delivery and assembly

If the confirmation of order signed in writing by the Customer contains no details, DDU (delivery to the stated destination according to the confirmation of order, duty unpaid) shall be deemed to be agreed.

HALI shall charge delivery fees for deliveries of a value below € 1000.-.

Assembly is only included if this is expressly confirmed in the confirmation of order.

The Customer shall ensure unimpeded lorry access possibilities to the building site and for electricity, lighting, dry rooms, a lockable storage room and the use of a lift for transport within the building over more than one storey. The costs caused by the failure to ensure such conditions shall be charged to the Customer.

Unforeseen costs for assembly and delivery, such as intermediate storage and additional transport costs, shall be borne by the Customer.

The goods shall be inspected immediately upon delivery, in any event however within five working days, and any defect shall be notified in writing. Transport damage shall be notified immediately in writing. The Customer shall lose the right to rely on the delivery being in breach of contract if it fails to undertake these inspections and to provide the written notice of defect.

### 4. Acceptance default

If HALI is unable to supply or assemble on time without being at fault because delays on the building site prevent such, the agreed delivery date shall cease to apply and new delivery dates must be agreed.

The goods shall also be deemed to be delivered if they are not immediately called up on the delivery date after HALI has notified its readiness to dispatch.

If the Customer is in acceptance default, the goods shall be stored at the Customer's cost and risk either by HALI or a third party. HALI shall only be liable for any deterioration or loss of the goods stored by it in the event of intent or gross negligence. This shall not affect HALI's rights within the meaning of Sections 373 et seq. of the Business Code.

If the Customer fails to accept the goods in whole or in part, HALI can (i) set a grace period of 14 days and withdraw from the contract and/or (ii) claim damages for non-performance, HALI being entitled to claim 30% of the relevant contract total without providing evidence of damage for fault and waiving any judicial right of moderation, and in addition also to claim compensation for the loss actually incurred including lost profit. The same shall apply if the contract is rescinded for other reasons for which HALI is not responsible.

The Customer in acceptance default shall pay the costs for delivery (and assembly if agreed) of the goods separately

### 5. Force majeure

Force majeure and other unforeseeable obstacles or obstacles not subject to the influence of HALI and accidents for which HALI or its suppliers are not responsible shall release HALI from the obligation to supply for the duration of their effects.

### 6. Delivery dates

HALI agrees delivery dates according to calendar weeks and subject to unforeseeable events and obstacles. The delivery period shall commence on the date of receipt by HALI of the Customer's written confirmation of the order. If HALI has not assumed responsibility for dispatch, delivery on time shall be determined by notification of readiness for dispatch.

If an agreed delivery date is exceeded by more than six weeks, HALI shall be in default and the Customer shall set an at least six-week grace period for delivery. If this grace period expires without effect, the Customer can withdraw from the contract if it has notified withdrawal at the time of setting HALI the grace period.

HALI shall be entitled to suspend or terminate the performance of its own obligations at any time if following conclusion of the contract it becomes apparent that the Customer will not fulfil a substantial part of its obligations (i) because of a serious deficiency in its ability to perform the contract or (ii) because of a serious deficiency in its creditworthiness or (iii) because of its conduct in the preparation of the performance or (iv) in the performance of the contract or preceding contracts.

### 7. Part deliveries

Unless otherwise expressly agreed, HALI shall be permitted to make part deliveries, which shall be accepted and paid for by the Customer. HALI shall also be entitled to supply in advance of the agreed delivery date. The withdrawal from the contract or any other dissolution of the contract for whatever reason shall not rescind the contract for the part deliveries already executed unless the ground for the withdrawal from the contract or the dissolution of the contract also covers the part deliveries already executed.

### 8. Warranty

HALI warrants that the delivery shall correspond with the quality specified in the written confirmation of order signed by the Customer.

If the confirmation of order signed by the Customer contains no details as to the quality of the goods, an average standard quality shall apply. No warranty is given with respect to departures in colour shade due to production and material reasons.

The purchaser shall only be entitled to return goods with the express written approval of HALI. These shall be credited in all cases with a maximum of 80% of the effective payment made. The Customer shall bear the transport costs in Kirk.

The warranty period for deliveries made by HALI shall be two years starting from the date of the notification to the Customer of the readiness to dispatch or - in the case of dispatch - from the time when the delivery is effected DDU; this shall also apply if dispatch is executed by HALI. The aforesaid shall not affect the provisions concerning the bearing of risk pursuant to Incoterms 2000 if the place of performance is specified by a reference to Incoterms. The remedy of a defect shall not lead to the prolongation of the warranty period.

The warranty claim shall expire in the event that the goods supplied are changed, processed, reassembled or subjected to improper treatment. HALI shall not be responsible for the costs of a remedy of defects carried out by the Customer itself.

The application of the special rights of recourse pursuant to Section 933 b of the General Civil Code is excluded.

The reversal of the burden of proof in the provision of Section 924 of the General Civil Code, according to which HALI is subject to the burden of proof within the first six months following delivery, is excluded.

The Customer expressly waives the claim to a reduction of price as long as HALI can correct the performance or make good what is missing. Concealed material and design faults shall be remedied beyond the statutory warranty for a period of two years at the contractor's expense. The statutory warranty period shall apply to electrical appliances, lighting equipment and audiovisual presentation equipment. If the goods supplied are faulty or show faults within the warranty period, the Customer shall only be entitled to remedy free of charge or delivery of a replacement within a reasonable period. In any event, the warranty claim shall be nullified by incorrect interventions or natural wear and tear with respect to the objects sold.

### 9. Damages

HALI shall only be liable for damage on the grounds of the infringement of the obligations assumed in this contract or existing pursuant to the law if it is guilty of intent or gross negligence. The burden of proof of such shall lie with the Customer; the same shall apply to compensation for consequential losses.

Claims shall not be entertained for compensation for lost profits or claims for compensation for expenditure for a business interruption, production losses or indirect losses as a result of the delivery of goods in breach of contract.

The contract concluded between the parties does not contain any protective rights to the benefit of third parties. This shall also apply even if it is foreseeable that a third party is the recipient of the service or that a third party will come into contact with the goods.

In any event, the claim to damages shall expire if the delivery is processed, reworked or resold without HALI being given the opportunity to verify its non-compliance with the contract. In addition, any claims for liability or regress, including any claims based on consequential losses, shall in terms of amount be limited to 50% of the payment agreed on within the framework of the contract in question, and in any event to an amount of € 20,000.-, and shall expire six months after the time of the first possibility of acquiring knowledge of the fault and of the identity of the party liable for damages.

### 10. Product liability

The restrictions laid down in Section 9 shall not apply to the non-excludable liability for defective products if as a result a person is injured, killed or suffers damage to health.

Liability for damage to property resulting from a product defect, namely for all enterprises involved in the production, import and marketing, is excluded. The Customer undertakes to impose this exclusion of liability on its purchasers. A recourse claim within the meaning of the statutory provisions specified in the preceding paragraph shall be excluded unless the party entitled to recourse proves that the fault caused within the sphere of HALI's responsibility has been caused with at least gross negligence. The Customer shall not be entitled to any claims to regress against HALI (in particular pursuant to Section 12 of the Product Liability Act).

### 11. Prices

HALI's prices shall, unless agreed otherwise, be DDU. Assembly costs are only included in the prices if such has been agreed separately in writing.

The Customer shall bear any taxes, contract fees, import, export and transit levies, customs dues and customs expenses, official commissioning fees and the like.

HALI's prices have been prepared on the basis of the wage and materials costs in force at the time of the confirmation of order; if such increase between the time of conclusion of the contract and the execution of the order, HALI shall be entitled to charge such increases to the Customer. The same shall also apply to other increases resulting from taxes, customs dues or transport charges over which HALI has no influence.

In any event, the agreed prices shall apply for a maximum of two months from the submission of a quotation by HALI

### 12. Terms of payments

All prices are stated in EURO, and are exclusive of the statutory value-added tax. HALI's invoices shall be payable at the time of delivery, and at the latest at the time of the presentation of invoice. 30% of the invoice totals shall be due as payment on account upon award of contract.

Payments received shall first be applied to interest, costs and then to HALI's oldest receivable against the Customer.

The Customer shall not be entitled to offset HALI's claims against its own counterclaims.

Notwithstanding more extensive claims, default interest at a rate of 8% above the applicable base rate shall be deemed to be agreed in the event of payments default. In addition to default interest, HALI shall be entitled to assert a claim for the refund of any other losses and expenditure resulting from the default, in particular the costs for extrajudicial and judicial collection or debt enforcement measures.

If despite the setting of a fourteen day grace period the Customer fails to comply with a demand for payment, HALI shall be entitled, notwithstanding other rights, to take back the goods that are the property of HALI without such constituting a withdrawal from the contract, or to withdraw from the contract in whole or in part while maintaining HALI rights, in particular the right to damages for non-performance.

The Customer shall not be entitled to retain payments on the basis of warranty claims or other counterclaims not acknowledged by HALI.

If the Customer requests a change of the invoice text in departure from the confirmation of the order, the original date for payment shall remain in effect.

### 13. Reservation of title

All goods and deliveries shall remain the property of HALI until paid for in full. In addition, HALI retains title to its goods (even if such specific goods have been paid for) until all claims based on the business relationship with the Customer have been settled; HALI's claims shall also include all collateral claims such as interest, costs and claims to compensation.

If claims based on the delivery are charged to an open account, the reservation of title shall secure the maximum the debit balance outstanding at any time.

If the Customer is in payment default with respect to the payment secured by the reservation of title, HALI shall be entitled at any time to take possession of the goods subject to reservation of title, even if the contract has not yet been dissolved.

### 14. Place of performance, legal venue

The registered office of HALI shall be deemed to be the place of performance for delivery and payment even if pursuant to the agreement the delivery takes place elsewhere.

In the event of disputes that result from these Standard Terms of Business or a contract concluded with HALI, or relate to the infringement, dissolution or invalidity of the Standard Terms of Business or of the contract, including disputes concerning the existence or nonexistence of the present Standard Terms of Business or a contract with HALI, the parties to the contract agree that the court competent in such cases in Eferding, Austria, shall have sole jurisdiction. Notwithstanding the aforesaid, HALI shall at its own discretion be entitled to file an action against the company before an ordinary court competent for such cases on the basis of the Customer's registered office or a branch establishment.

All questions concerning the construction of the Standard Terms of Business or of all contracts concluded by HALI with the Customer and concerning the performance of the rights and obligations regulated in such shall be subject exclusively to the formal and substantive law of Austria, subject to the express exclusion of the United Nations Convention concerning Contracts for the International Sale of Goods (UN Law on Sales) and other rules of remittal.

### 15. Consumer protection

Purchasers who are consumers within the meaning of the Consumer Protection Act shall be subject to the Standard Terms of Business subject to their lawfulness pursuant to the Consumer Protection Act, it being expressly placed on record that the invalidity of a part of these provisions shall not affect the validity of the other items.

### 16. Concluding provisions

If any provisions of the Standard Terms of Business shall be invalid, this shall not affect the other contents of these Standard Terms. If the invalidity of one or more provisions or otherwise leads to gaps in the execution of the contract, the contracting parties undertake to jointly conclude a provision that comes as close as possible to the invalid provision in terms of commercial effect.

The Customer shall indemnify and hold HALI harmless with respect to infringements of industrial property rights resulting from the production of the objects of the performance in accordance with the Customer's specifications. Plans shall remain the intellectual property of HALI.