

**General Purchase Conditions
of
Adaptive Regelsysteme GmbH
5020 Salzburg, Austria
(hereinafter referred to as “ADRESYS“)**

ADRESYS is a member of OMICRON Group, more information about OMICRON Group is available at <https://www.omicronenergy.com/en/>.

1. Validity
 - 1.1 These General Purchase Conditions apply to all payable deliveries and services which ADRESYS orders from its suppliers and service providers (hereinafter jointly referred to as "Contractors") in written or verbal form.
 - 1.2 Deviating terms and conditions of the Contractor shall only be valid once confirmed in writing by ADRESYS. For the avoidance of doubt, order placement by ADRESYS without objection to any terms and conditions of the Contractor shall not be deemed as an acknowledgment.
2. Orders, order confirmation
 - 2.1 Orders by ADRESYS are placed in writing (including e-mail or fax). Verbal orders or any modifications shall remain invalid, unless confirmed in writing by ADRESYS.
 - 2.2 The Contractor shall confirm incoming orders in writing within seven days. If such confirmation is not received within this timeframe, ADRESYS is entitled to withdraw from the order.
3. Delivery, packaging, acceptance
 - 3.1 Unless otherwise agreed, all deliveries shall be DDP storage place designated by ADRESYS (Incoterms 2020).
 - 3.2 Upon request of ADRESYS, Contractor shall – if possible – submit a written long-term supplier declaration regarding the preferential origin or the delivered items. ADRESYS shall be notified immediately and unsolicited of the preferential origin of new items, changed origins or the impossibility of making such a declaration.
 - 3.3 All deliveries shall be appropriately packed for the means of transport used. The Contractor shall dispose of the packaging material free of charge or participate in an authorized collection and recycling system.
 - 3.4 If a trial operation or takeover protocol is agreed, the delivery is not considered complete until it has been confirmed in writing following successful completion of the trial operation or in written confirmation in the protocol. In all other cases, the transfer of risk shall be governed by the applicable INCOTERM.
 - 3.5 ADRESYS shall inspect the goods delivered within a reasonable period for obvious defects and report any defects to the Contractor without undue delay as soon as they are discovered. Apart from this, the legal consequences of Section 377 of the Austrian Commercial Code (*Unternehmensgesetzbuch*) do not apply.
4. Billing, payment terms
 - 4.1 All invoices shall meet the sales tax requirements (including VAT identification number). Invoice recipient is Adaptive Regelsysteme GmbH, Oberndorferstraße 35, Eingang C, 5020 Salzburg/Austria.
 - 4.2 The electronic sending of invoices (as PDF attachment via e-mail) is welcome.
 - 4.3 If available, Contractor needs to indicate the 8-digit CN Number, the net weight and country of origin for each invoice item. The invoice is to be issued in the currency of the order.
 - 4.4 Unless otherwise agreed, all prices offered shall be deemed to be fixed prices including any additional services, packaging and transport costs, excluding sales tax.
 - 4.5 The standard payment term is 30 days net. For payments within 14 days of the invoice receipt, the Contractor offers 3% discount. Agreed discounts also apply to partial invoices. If the period for discount is not met for an individual partial payment, the entitlement to discount other partial payments remains unaffected.
 - 4.6 In the event of payment delays, a maximum default interest rate of 4% p.a. can be demanded.
5. Delay, warranty, damages
 - 5.1 The delivery dates quoted in the quotation or order confirmation by the Contractor are binding. The Contractor shall inform ADRESYS immediately of any delays to the delivery.
 - 5.2 In the event of delays, ADRESYS shall be entitled to withdraw from the order after having granted an appropriate grace period. In the case of delays caused by the Contractor, ADRESYS is entitled to deduct 0.2% from the order total for each started day of the delay, however, not more than 5% in total. Claims to further damages remain unaffected.
 - 5.3 The Contractor guarantees that the goods delivered (including software) are free from design, production and other defects and, in addition to this, correspond to recognized rules of technology as well as applicable regulations and standards.

- 5.4 The warranty period starts at the time of the acceptance according to Point 3.4 above. It covers three years for immovable goods and two years for movable goods, unless otherwise agreed.
 - 5.5 In the event of a warranty claim, ADRESYS can choose to have the defect remedied either through repair or replacement of the defective goods. If replacement or repair is not completed within a reasonable time period, or if such supplementary performance is impracticable or unreasonable for ADRESYS, ADRESYS can demand a price reduction or, in case of significant defects, rescind the contract (redhibition).
 - 5.6 Upon fulfillment of the statutory requirements, the Contractor shall be liable for all damages and disadvantages caused by him, its employees or any third parties contracted by him. In the case of liability for slight negligence, the Contractor shall be liable for damages, excluding personal injury and damages under the product liability law, limited to three times the value of the purchasing order. In all other cases, however the Contractor's liability is not limited. In the case of legal defects (in particular violation of third party property rights), the Contractor will in any case fully indemnify and hold ADRESYS harmless.
6. Property rights, confidentiality
- 6.1 If ADRESYS provides the Contractor with plans, drawings, sketches, samples or other templates and means of assistance, these shall remain the sole property of ADRESYS and are to be returned to ADRESYS without being requested following successful delivery or completion of the service. Use for purposes other than the fulfillment of the order is only possible with approval from ADRESYS.
 - 6.2 The Contractor shall treat information, which he receives from ADRESYS or gets access to in the course of order fulfillment, as confidential and use it exclusively to fulfill the order.
 - 6.3 ADRESYS has the exclusive rights to any inventions developed by the Contractor in an ADRESYS order (engineer to order) and it is at ADRESYS's discretion, as to whether patent protection is applied for the respective inventions or other protection is utilized. If works subject to copyright are created or developed in an ADRESYS order (including software), ADRESYS shall also gain exclusive exploitation rights.
 - 6.4 For other software products not specially created for ADRESYS, ADRESYS shall be granted a non-exclusive license, which can be freely transferred to companies associated with the Group. If the software product is only licensed for a specified number of users, ADRESYS is however entitled to install it on any number of computers, as long as it can be ensured that no more than the permitted number of users are using the software.
7. Code of Conduct, choice of law and jurisdiction
- 7.1 Contractor confirms to be informed of and will abide by OMICRON's Code of Conduct, accessible at (<http://www.omicronenergy.com/en/company/#code-of-conduct>), concerning improper or illegal business transactions. Contractor further confirms to comply with the rules and regulations established by said documents. Any offence against these principles will be cause for immediate termination of the contractual relationship.
 - 7.2 No supplementary agreements have been made. Changes and amendments to these General Terms of Sale must be made in writing in order to become effective. This shall also apply to any agreed waiver of the written form requirement.
 - 7.3 All relationships between ADRESYS and the Contractor are governed exclusively by Austrian law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law provisions shall not be applicable
 - 7.4 Both, ADRESYS and the Contractor shall take best efforts to settle all disputes arising from these General Purchase Conditions, agreements, offers and deliveries or referring to the breach, annulment or invalidity thereof out of court, e.g. by mediation. Should the parties fail to reach an agreement within a period of four weeks any such dispute shall be finally settled by the competent court in 5020 Salzburg/Austria
 - 7.5 In case of contradictions between the English and the German version of these General Purchase Conditions or any other document of legal relevance, the German version shall prevail.