

General Terms and Conditions of HTM Plc.

1. Scope of Application

1.1 These Terms and Conditions of Sale apply to all items delivered by HTM Plc. to the customer. In addition, they apply to future business, even if no express reference is made.

1.2 Any terms deviating therefrom or in addition to them, in particular, purchasing terms and conditions of the customer as well as any verbal agreements apply only, if HTM has confirmed them in writing.

2. Delivery

2.1 Partial Deliveries

Deliveries are carried out subject to coordination with the customer. HTM reserves itself the right to make partial deliveries.

2.2 Delivery Times

The delivery times stated apply always ex works. The delivery times are effective from the date the order was received or rather clarification of all business and technical documents necessary to fulfil the order. Force majeure or any other unforeseen hindrance at HTM's factory or its sub-supplier releases the supplier from keeping the agreed upon delivery time. Haidlmair shall not be liable for damages in case of delayed delivery.

2.3 Mode of Shipment and Route

The customer shall pay for any additional costs due to customer's special shipping requests such as express shipments, special delivery, express or special means of transport. Special requests concerning the type of shipment and route must be announced in a timely fashion. The obligation to deliver is satisfied when the goods have left HTM's factory or HTM has reported that it is ready to ship.

2.4 Transfer of Risk

The risk transfers to the customer as soon as the goods leave the factory, even if the shipment is delivered postage paid or under similar conditions.

3. Prices

Unless HTM confirms otherwise in writing, the stated prices are ex work Székesfehérvár. The customer shall be responsible for all ancillary costs such as freight charges, insurance, export, import, or any other permits. In addition, the customer is responsible for the payment of all kinds of taxes, dues, fees, and duty.

4. Payment Terms

HTM's invoices must be paid net 30 days from the date of the invoice. If the payment is received late, then HTM is entitled to charge late interest in the amount of the applicable bank rate of interest. The customer is not entitled to offset any warranty or damage claims against the customer's obligation to pay or the customer cannot withhold performance for this reason, unless HTM has provided its express consent in exact numbers and in writing. Promissory notes are accepted only, if Haidlmair provided its written consent. The customer is responsible for any fees. Promissory notes and checks are accepted for payment only. If the customer does not fulfil the customer's obligation to pay HTM on one order, then HTM is entitled to render all receivables due and payable immediately, even if other payment terms had been agreed upon. Moreover, this shall apply to any promissory notes payable. Whenever the payments are in arrears, any payments made are always applied to the oldest invoices due.

5. Place of Performance, Jurisdiction

Place of performance for payment and delivery is the location of HTM in H-8000 Székesfehérvár Széchenyi street 88. In case of any disputes, both parties agree that jurisdiction shall be Székesfehérvár.

6. Warranty and Damage Compensation

Any defects must be reported in writing immediately after the product was received, but at least within 14 days after transfer.

Any claims that have been reported later cannot be accepted. Any items that are returned to HTM must have HTM's prior written consent. HTM shall not be liable for any delivered items or parts thereof, which the purchaser or a third party has modified or repaired. HTM replaces or corrects any defects if deliveries were wrong or defective. If it cannot replace the item or rectify the defect, the customer can either ask for a reduction in price or rescind the contract.

Any defects caused by normal wear and tear, improper storage, and operation, excessive wear and improper handling by the customer or any third party are not covered under the warranty. The statute of limitation for warranty and liability claims shall be 6 (six) months from the date of receipt of the delivery. Any liability for subsequent damages is expressly excluded. HTM shall not be liable for other damage claims. In particular, the conditions of the Product Liability Act are excluded. Moreover, subsequent damages such as loss of revenue, material damages and bodily injury are excluded from liability.

7. Retention of Title

7.1 HTM retains ownership on all goods delivered until all invoices including all ancillary receivables from the customer's business relations with HTM are paid in full by the customer. In addition, this includes all receivables from customer in the future.

7.2 The customer must obtain HTM's express written consent for any sale, disposal, or processing of the goods delivered by HTM under the provision of title retention. In this case, the customer already assigns today to HTM any claims the customer has toward the purchaser or third party due to such sale. This is irrespective whether those retained goods are sold following further processing or modification. Until HTM revokes its right, the customer is entitled to collect the receivables assigned to HTM. HTM agrees not to collect these receivables as long as the customer fulfils its payment obligation in an orderly fashion. Otherwise, the customer is not entitled to pledge, to assign as collateral, or dispose of the items delivered under the retention of ownership.

7.3 HTM agrees to release any securities to which it is entitled upon the customer's request, if its value exceeds 20% (twenty percent) of HTM's total invoice to be secured toward the customer.

7.4 If HTM takes back the products on which it retained ownership or if HTM seizes these products, then it does not constitute a rescission of the contract. .

8. Miscellaneous

8.1 Agreement Modifications

For its effectiveness, any contractual additions, modifications, or verbal agreements must be confirmed by HTM in writing. If one or more of the aforementioned clauses is unenforceable or becomes unenforceable, then it does not affect the effectiveness of the remaining clauses.