

1.

1.1. ATM shall enter into contracts solely under the general terms and conditions set forth in this document. In order to be valid, any terms and conditions that differ from the terms and conditions hereof shall be subject to written approval by the chief executive officer of ATM. These terms and conditions also apply to all subsequent orders, including those that do not expressly refer to these terms and conditions.

1.2. The vendor hereby acknowledges that for any order whose value exceeds €2,000, solely the ATM chief executive officer or chief operating officer (*Prokurist*) qualifies as the authorized representative of ATM. Any document, letter of commitment, agreement or the like that originates with an ATM sales rep or any member of the ATM office staff shall be deemed to have been authorized after the fact and thus legally valid, *not* by virtue of having been effected/entered into by the parties directly concerned, but instead solely by virtue of express after-the-fact written authorization from the ATM chief executive officer or chief operating officer (*Prokurist*). The foregoing authorization procedure shall constitute a suspensive condition for any such document, commitment or agreement.

1.3. If any individual provisions hereof are or become invalid, the validity of the remaining provisions hereof herewith shall remain unaffected.

1.4 Application of any oral agreements shall be excluded.

1.5. A contract shall be deemed to have been concluded only insofar as our order has been definitively and unreservedly confirmed in writing. The foregoing notwithstanding, upon delivery of the shipment in question by the vendor, our order and these general terms and conditions shall be deemed to have been accepted.

2.

2.1. The vendor shall expressly confirm that the vendor has received and checked all documents necessary for order fulfillment purposes, and that the vendor has found such documents to be devoid of any flaws.

2.2. The vendor hereby acknowledges that the vendor is aware of the existence of any currently valid contracts with end customers. The vendor shall hold ATM harmless from all claims, demands, losses, damages, liabilities, cost and expenses (including attorney's fees and expense of litigation) resulting from, or alleged to have resulted from, or in connection with any disadvantage accruing to such end customers and attributable to the vendor.

The vendor hereby states that the vendor possesses the expertise necessary for order fulfillment purposes. In case of doubt in this regard (a) for technical matters, the standards agreed upon by the end customer shall apply; or (b) in any other case, the relevant Austrian standards (*Ö-Normen*) and DIN standards (*DIN-Normen*) shall apply.

2.3. The prices indicated shall be deemed to be fixed, lump-sum prices, and in case of doubt shall be deemed to include VAT. Such prices shall be free domicile for consignments shipped in packaging suitable for shipping, and shall be indicated in euros.

2.4. Hence, risk shall be transferred on handover of the shipment to ATM at the place of delivery.

3.

3.1. Deliveries shall be effected on a free domicile basis. A delivery shall be deemed to have been completed only insofar as all deliverables, including all test certificates, certification, and any other documents needed for testing purposes have been provided.

3.2. Insofar as not otherwise stipulated, delivery time shall be one week. Inasmuch as ATM shall have made plans contingent upon timely receipt of the shipment in question, the said delivery period shall constitute a commercial transaction subject to delivery on a fixed date (*Fixgeschäft*). Therefore, in the event of cancellation, ATM shall be entitled in its discretion to either (a) cancel the contract without allowing the vendor a grace period for delivery; (b) set a grace period for the vendor, insofar as the end customer agrees to such period; or (c) purchase the goods in question from an alternative supplier. All of the foregoing options shall be without prejudice to any damage claim resulting from any late delivery.

3.3. In the event of late delivery, the vendor shall pay a penalty amounting to 15 percent of the value of the shipment in question, for (a) the administrative expenses attributable to negotiating with the end customer; and (b) the transaction processing involved. Such 15 percent penalty shall be without prejudice to any claim exceeding the amount of such penalty.

3.4. The vendor shall promptly notify to ATM any impending delivery delay of which the vendor becomes aware.

4.

4.1. ATM shall be entitled to have an expert report realized concerning the goods per se. Such report may be realized by an ATM agent or by a subject expert.

4.2. The vendor shall release ATM from the obligation to inspect delivered goods and submit claims in their regard without delay. In this regard, any application of Article 377 of the Commercial Code (HGB) shall be expressly excluded.

4.3. In the event an end customer lodges a defect claim, ATM shall be entitled to secure evidence by (a) taking a representative random sample of the consignment; or (b) hiring an expert to draw up an expert report. The costs and expenses arising from either option shall be defrayed by the vendor.

4.4. The vendor hereby acknowledges that end customers are not under any obligation to store goods for an unlimited period and at no charge. Hence, on request from ATM, the vendor shall arrange for the pickup of any shipment concerning which a claim has been lodged, without prejudice to any requirements or claims related to or arising from a dispute. Such pickup shall be effected within seven days. Insofar as such pickup is not effected, ATM shall be entitled to take possession of the goods, and in particular to effect a distress sale of such goods or

to dispose of them. In such a case, the quality standard of the previously collected random sample shall apply to the contractual parties for the shipment as a whole.

4.5. A five year product warranty shall apply. Such warranty shall begin upon handover or acceptance of the entire ATM order by the end customer.

5.

5.1. The vendor shall incur unlimited liability for the vendor's own actions as well as those of the vendor's agents.

5.2. ATM shall be liable solely for gross negligence.

5.3. The vendor shall hold ATM harmless from all claims, demands, losses, damages, liabilities, cost and expenses (including attorney's fees and expense of litigation) resulting from, or alleged to have resulted from, or in connection with any liability or product liability claim arising from the delivery of any vendor consignment. The vendor hereby assigns to ATM any vendor insurance claim attributable to any insurance that is obtained for any of these risks. Any such claim shall be deducted from any amount attributable to any vendor liability for loss or damage.

5.4. The vendor shall institute and maintain a comprehensive quality assurance management system, and shall traceably document all steps, stages and phases that go to make up the vendor's provisioning process.

5.5. The vendor shall indemnify ATM for any costs incurred by ATM resulting from any vendor delay or lateness.

6.

6.1. Invoices shall be payable on a net 60 basis as from the invoice date, and shall be subject to a three percent discount in the event of dilatory handover or acceptance of the entirety of the shipment in question.

6.2. The vendor's reliability is a pivotal component of the commercial relationship between ATM and the vendor. Thus, in the event of any late delivery or other dilatory performance, ATM shall be entitled to cancel all outstanding orders and/or any orders that have not yet been fulfilled or that have been partly fulfilled. Any vendor claim in connection with such cancellation shall be excluded.

6.3. Any discount that may be granted shall also apply to partial deliveries and/or partial performance.

6.4. In the event of any operational breakdown, any vendor right shall be excluded to suspend deliveries or make further deliveries contingent upon payment being effected for any goods subject to an outstanding claim – except insofar as ATM grants permission for such suspension for the foregoing.

6.5. ATM shall be entitled to cancel any order that is outstanding in whole or in part. In the event of such cancellation, the vendor shall receive pro rata payment for any partial delivery that has been effected in connection with such order. The vendor shall not be entitled to file any claim exceeding such pro rata payment.

7.

7.1. This agreement shall be concluded as a master agreement between the parties for all deliveries that are effected.

7.2. This agreement shall be concluded for an indeterminate period, and may be terminated by either party with six months' notice prior to the end of any given year.

8.

8.1. Insofar as any end customer files a law suit for damages, ATM shall inform the vendor that such law suit has been filed. Insofar as any objection is raised to such claim either directly or as an offset, the vendor shall indicate, promptly upon receipt of notification of the law suit in question, whether or not the vendor intends to be a party to such law suit. In the event the vendor decides against being a party to such law suit, the vendor shall indemnify ATM for the legal costs attributable to such law suit. Insofar as the vendor decides to become a party to such law suit, the vendor shall provide ATM with support for such law suit to the best of the vendor's ability, and in case of doubt shall do so as an intervening third party. In the event ATM is sued on grounds of any kind whatsoever that are attributable to the vendor, the vendor shall hold ATM harmless from all claims, demands, losses, damages, liabilities, cost and expenses (including attorney's fees and expense of litigation) resulting from, or alleged to have resulted from, or in connection with payment of the damages in question, as well as the legal costs attributable to such law suit.

8.2. During the order fulfillment process and thereafter, the vendor shall keep strictly confidential all plans, documents, data, and circumstances ("Confidential Elements") that have come to the vendor's attention in connection with the order fulfillment process. The vendor shall furthermore refrain from duplicating any Confidential Element and shall protect all such Elements against third party access. The vendor shall demonstrably obligate its employees and agents, in writing, to abide by the nondisclosure provisions hereof. The vendor shall furthermore refrain from using any Confidential Elements for the vendor's own purposes and shall refrain from violating any intellectual property rights accruing to ATM, any end customer, or any third party.

8.3. In the event of any violation of section 8.2, a €30,000 penalty shall be imposed. Such penalty shall not be subject to any court ordered limits, and shall be without prejudice to any ATM claim for damages exceeding the amount of such penalty.

9.

9.1. The place of performance for deliveries and payments shall be Fohnsdorf.

9.2. This agreement shall be governed by the laws of Austria.

9.3. Any dispute arising from or in connection with this agreement shall be adjudicated before the court in Leoben.