

Standard General Terms and Conditions

**of Bloom-Trading GmbH,
Dr. Otto Zimmermannstraße 9, 2380 Perchtoldsdorf, Austria,
hereinafter referred to as "the Commercial Agency"**

I. Scope

The services rendered and offers made by the Commercial Agency shall be based solely on these Standard General Terms and Conditions; conflicting terms or terms deviating from these Standard General Terms and Conditions shall not be recognized unless the Commercial Agency has expressly agreed to the application of the same. Any acts of contractual performance on the part of the Commercial Agency shall not be construed as assent to contractual terms deviating from these Terms and Conditions. These Standard Terms and Conditions shall apply as a framework agreement to all further business between the parties to the agreement. The present Standard General Terms and Conditions shall apply even if not expressly referred to.

Any supplementary agreements, reservations, modifications or amendments to these Standard General Terms and Conditions shall be made in writing in order to be effective. Likewise, any waiver of this written-form requirement must also be made in writing in order to be effective.

The Standard General Terms and Conditions have been prepared to apply to the relationship with business enterprises. Should the Client be, as an exception, a consumer within the meaning of the Austrian Consumer Protection Act ("*Konsumentenschutzgesetz - KSchG*"), the present Standard General Terms and Conditions shall apply only to the extent that they do not conflict with the Austrian Consumer Protection Act.

The contents of the order confirmation by the Commercial Agency shall be solely decisive for the contractual relationship. Oral agreements or agreements by telephone shall only be effective if confirmed by the Commercial Agency in writing.

II. Conclusion of Contract

Any orders placed with the Commercial Agency shall only become binding on it upon its written order confirmation.

Offers of the Commercial Agency shall be subject to change without notice, unless made in writing for a specified period of time.

Unless otherwise agreed, offers or cost estimates directed to the Commercial Agency shall be binding and free of charge.

The basis for the conclusion of a contract shall be, in each case, the offer of the Commercial Agency, which shall stipulate the scope of services and the remuneration.

The contract shall come into existence upon acceptance of the order by the Commercial Agency. Acceptance must be made in writing (e.g. by an order confirmation), unless the Commercial Agency shows beyond any doubt (e.g. by acting on the order) that it accepts the order.

III. Prices

All prices quoted by the Commercial Agency are exclusive of value added tax unless expressly stated otherwise.

Prices quoted in price lists, offers, order confirmations, etc. are not fixed prices. The prices valid on the day of delivery by the Client shall be calculated in each case.

Cash outlays and special costs incurred by the Commercial Agency on the express request of the Client shall be charged in full to the Client.

IV. Payment terms, default interest

The Commercial Agency may render accounts as soon as the order has been sent from the Buyer to the Client or the Manufacturer. The commission shall be payable within seven (7) days of receipt of the invoice.

The Commercial Agency may request a copy of the order from the Buyer and the Client shall be obliged to send a copy of the Buyer's order to the Commercial Agency.

Any discounts shall be subject to a separate agreement. In the event of a delay in payment, inclusive of partial payments, any possible agreements about discounts shall become ineffective. If the Client fails to make just one single partial payment within the agreed term of payment to qualify for a discount, the Client shall forfeit its claims to any discount for all payments made or later to be made to the Commercial Agency. A discount shall always be forfeited in full in the event of a delay in payment.

Payments by the Client shall be deemed made at the time of their receipt in the Commercial Agency's business account.

In the event of a default in payment the Commercial Agency shall be entitled to demand, at its option, either compensation for the actual losses incurred or the statutory amount of default interest.

In the event of a default, even if not due to its own fault, the Client agrees to compensate the Commercial Agency for dunning and debt collection costs incurred, to the extent they are necessary to take appropriate legal action and reasonable in proportion to the product, and it agrees, in particular, to compensate the Commercial Agency for any costs incurred in the context of commissioning a debt collection agency to the extent that such costs do not exceed the maximum fees payable to debt collection agencies as per the applicable decree of

the Federal Ministry of Economy, Family and Youth. To the extent the Commercial Agency itself handles the dunning, the debtor agrees to pay an amount of EUR 30 per payment reminder, plus an amount of EUR 200 bi-annually for monitoring of the debt in the dunning system. If a lawyer is hired instead of a collection agency, the Client agrees to refund the lawyer's fees and any cash outlay incurred in connection with the relevant legal proceedings.

It shall not be possible to offset any counterclaims against claims of the Commercial Agency. Notices of defects, complaints or return shipments of the Buyer shall not give entitlement to any withholding of the relevant settlements from the Commercial Agency. Payments to the Commercial Agency shall be immediately due and payable.

V. Cancellation of an agreement

If the Buyer cancels an agreement with the Client or if it demands that the agreement be annulled, the commissions to the Commercial Agency shall be paid in full, irrespective of that, and shall be due upon invoicing.

VI. Delivery

No claims for damages by the Buyer or the Seller/Client against the Commercial Agency shall ever be allowed on the basis of the Client exceeding stated or agreed time periods.

VII. Damages

No claims for damages against the Commercial Agency shall be allowed for indirect or direct losses, unless the losses were caused with intent or by gross negligence.

Damages for consequential losses shall be restricted to direct losses and shall only be available to the Client if the Commercial Agency or its vicarious agents have caused them intentionally or by gross negligence, in which case the burden of proof shall be on the Client.

The occurrence of gross negligence or intent shall be proved by the injured party - unless it is a consumer transaction.

VIII. Setting off

It shall not be possible, in any way whatsoever, to offset any counterclaims against claims of the Commercial Agency.

IX. Formal requirements

All agreements, subsequent amendments, additions, supplementary agreements, etc. shall be made in writing in order to be effective, which includes an original signature or a safe digital signature.

X. Obligation of secrecy

To the extent either of the parties, during their mutual business relationship, receives or becomes aware of confidential information of the other party or its employed vicarious agents (in particular business and operational matters), it shall keep secret such information. This obligation of secrecy shall continue after the performance of the agreement.

XI. Choice of law, jurisdiction

Austrian law shall apply. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. German shall be the contract language. The parties agree that Austrian domestic courts shall have jurisdiction. Unless a consumer transaction is concerned, all disputes arising in connection with this agreement shall be subject to the exclusive territorial jurisdiction of the courts having subject matter jurisdiction at the registered office of the Commercial Agency.

This agreement on jurisdiction shall apply equally to all parties in Austria and abroad.

XII. Data Protection

The Client agrees that the Commercial Agency may, when performing this agreement, also store and process, through electronic data processing, personal data contained in the purchase agreement.

The Client is obliged to notify any change of residential or business address to the Commercial Agency as long as the legal transaction that is the subject matter of the agreement has not been completely fulfilled by both parties. If this requirement is not met, any notifications made shall be deemed served if they are sent to the address last notified.

XIII. Severability

If any provisions of this agreement shall be or become fully or partially invalid or unenforceable, this shall not affect the validity of the other provisions. The same shall also apply if, within a single provision, one part is invalid while another part is valid. An invalid provision shall be replaced by the parties to the agreement by a provision which meets the economic interests of the parties to the agreement as closely as possible and does not conflict with the other contractual agreements.