

GENERAL TERMS OF SUPPLY AND PAYMENT OF NEPTUNUS ZELTE GMBH

1. GENERAL

- 1.1 These General Terms and Conditions shall apply to hiring of mobile accommodation facilities according to the contract concluded for the delivery of mobile accommodation facilities or parts of accommodation facilities between our company and the client unless it is distinguished in the relevant clause. These General Terms of Business shall apply exclusively; we do not recognize contrary terms or terms deviating from our purchasing terms issued by the client, unless we have expressly consented to their validity in writing. Our General Terms of Business shall also apply if Neptunus delivers without reservation in knowledge of contrary terms or terms issued by the client deviating from our terms and conditions of business.
- 1.2 Provided, letting of semi-permanent accommodations is agreed in the business dealings with the client, the supplementary provisions for letting of semi-permanent accommodations shall be overriding and supplement these General Terms of Renting, Delivery and Payment.
- 1.3 All agreements that are reached between us and the client for the purpose of the execution of this contract must be recorded in writing in this contract.

2. QUOTATIONS/PRICES

- 2.1 In the absence of any express agreement to the contrary, all offers are free of obligation. The prices stated in the quotation shall apply for 8 weeks.
- 2.2 In the absence of any agreement to the contrary in the order confirmation, all prices quoted by Neptunus are exclusive of VAT, packaging and carriage costs and/or of taxes, duties or charges otherwise imposed on the goods and/or services.
- 2.3 Unless otherwise agreed to in writing, all charges and costs for energy and water shall be borne by the client. The client has to provide the required connection points to Neptunus. In like manner, the client is to bear possibly arising costs and charges connected to the special use of public (municipal) areas.
- 2.4 The prices in the quotations shall apply solely to the quantities and/or materials stated therein.
- 2.5 We reserve the right to adapt our prices reasonably when cost reduction or increase occurs after the contract has been concluded, especially due to wage settlements or changes of material prices. On demand we will verify this to the client.

3. ORDERS

- 3.1 An order shall be binding on the client. Neptunus shall only be bound once the order has been confirmed in writing. If the client does not report any complaints within 8 days after the order confirmation, it shall be assumed that the order confirmation describes the agreed details correctly and completely.
- 3.2 The materials offered will exclusively be reserved for the client after the receipt of the signed order confirmation and paying of the first contractually agreed instalment of the agreed remuneration.
- 3.3 Changes of the order after the order has been placed must be reported to Neptunus in writing in a timely manner. Orally reported changes shall only be valid after the written confirmation by Neptunus. Any change that causes higher costs than the ones based on the quotation will be charged in addition.
- 3.4 Neptunus reserves the right to carry out extra work, whether or not specified in the order or order confirmation, and to charge same to the client, if such work is in the interests of the proper fulfilment of the order. Neptunus shall give the client prior notice of such extra work in writing unless the urgent nature thereof prevents this.

4. FULFILMENT OF THE ORDER

- 4.1 All delivery dates given in the tender documents are always approximate and non-binding. The starting date of delivery/delivery times take it for granted that all technical problems have been solved and needs the confirmation by Neptunus.

- 4.2 The compliance with the delivery and performance obligation on our part presupposes the buyer's timely and orderly fulfilment of his obligations. The defence of non-compliance with the contract hereto shall be reserved.
- 4.3 If it appears, before or during fulfilment of an order accepted by Neptunus, that due to reasons not caused by Neptunus or through force majeure, for instance war or forces of nature, etc., or circumstances, like strike, etc., the works cannot be accomplished, the delivery time will be extended accordingly. Neptunus shall be entitled, without notification or consultation, to outsource the order or part thereof or to have same fulfilled by a third party, if this is, in Neptunus' opinion, conducive to the proper and efficient fulfilment of the order.
- 4.4 If the client does not strictly fulfil the obligations arising from the contract with Neptunus, Neptunus shall at all times be entitled to postpone the fulfilment of this contract and to cancel it completely or in part, without any requirement for a formal notice of default and/or judicial intervention, whereby Neptunus' right to compensation will remain unaffected.
- 4.5 In the event of force majeure (which shall be deemed to include: war, mobilisation, disturbances, extreme weather conditions, in particular strong winds, hold-up due to frost, traffic jams, conflagration, breakdown of machinery, strikes, non-delivery of requisite materials and semi-finished goods to Neptunus by third parties and other unforeseen circumstances that disrupt the normal course of business and delay or render the sound performance of the order impossible) Neptunus shall be relieved of its obligation to comply and the client thereby shall not be entitled to claim for compensation of expenses, damages or interests. Should force majeure arise, Neptunus shall immediately notify the client thereof, whereupon the client shall have the opportunity to cancel the agreement within five days of the receipt of said notice, subject to an obligation to recompense Neptunus for the part of the order already fulfilled.

5. CLIENT'S OBLIGATIONS

- 5.1 The client must ensure that the location to which the goods are to be delivered is accessible from the public roads, completely free of obstructions and levelled in such a way that Neptunus is able to begin erecting the building materials without additional work. Should the site be inaccessible/irreclaimable at the time of delivery, especially due to weather conditions or similar, the client must provide for an adequate replacement site.
Anchorage must be possible on the assigned site using either ground anchors of up to 150 cm installation depth or concrete blocks or concrete floors are used. The client must ensure that the site is trafficable for trucks, cranes, forklift-trucks and other work vehicles (e.g. has been made so by carriageway slabs).
- 5.2 It is incumbent upon the client to acquaint itself about the permissions, orders and releases required for the building project and to obtain the relevant applications at its own expense. Furthermore, the client takes over at its own expense the installation and servicing of the prescribed fire-alarm and evacuation systems and other fire precaution measures (extinguishing substances, emergency lighting and emergency exit signs). The client is responsible to inform the relevant official bodies of the intended construction of the reassemblable portable buildings and - if so required - make an appointment for the building-related acceptance of works, which must take place in the presence of a representative of Neptunus. Neptunus shall, if necessary, make design calculations available for the testing authorities. The client, being aware that such calculations incorporate patented information, is bound to secrecy and must ensure that the calculations are used exclusively for the purposes of the technical inspection.
- 5.3 If excavation works and/or soil drilling have to be carried out in connection with anchorage, the client must submit exact drawings of the positions and course of underground lines or supply cables and pipes (including but not limited to gas, water, electricity, heating and communications) to the responsible project supervisor of Neptunus. The client shall indemnify Neptunus against third-party claims against Neptunus in relation to damage caused to lines, supply lines and pipes.
- 5.4 The client must provide a clear drawing showing where the reassemblable portable buildings are to be erected. The client or an authorized representative must be present at the commencement of the erection works and indicate the exact position. The client shall indemnify Neptunus against

third-party claims against Neptunus in relation to damages caused to reassemblable portable buildings.

- 5.5 The client must ensure that, during fulfilment of the order, the provided site is properly enclosed (e.g. by temporary fencing) and is monitored for preventing vandalism and theft.
- 5.6 The client must make space available in the proximity of said position for the storage of transport/packaging material at no costs.
- 5.7 The client must provide the requisite connections for electricity, water supply and sewerage. For the duration of the works done by Neptunus, the client must also provide for (temporary) toilet facilities.
- 5.8 The client must inform Neptunus of the prevailing specific provisions on health, safety and the environment applicable to the site.

6. PARTICULAR OBLIGATIONS / CLIENT'S DUTY TO COLLABORATE

- 6.1 The client has to check the subject matter of contract/rented item for completeness and integrity immediately after taking over. Any missing parts, damage, change or destruction of the subject matter of contract/rented item is to be reported immediately. The rented item has to be treated with care. Later notices of defects are excluded.
- 6.2 The client is to protect the goods from any extraneous access by third parties, to on its own risk and own expense to keep it safe and to preserve the as-delivered condition.
- 6.3 Neptunus shall not be liable for personal injuries or property damage in connection with the use of the subject matters of contract/rented items. The client is responsible on its own expense to ensure that damages or similar are not caused by the subject matter of contract/rented item to the other subjects.

7. LIABILITY

- 7.1 In case defects occur that essentially affect the function, Neptunus shall repair or replace the subject matter of contract/rented item on its own choice. A further reaching liability is excluded, unless the defect is caused by intent and gross negligence. Especially no liability for defects will be accepted for damages that have been caused by unsuitable or improper wear and tear, wrong or careless treatment, use of unsuitable operating facilities, non-observance of installation, operating and maintenance instructions as well as improper modifications or repair works.
- 7.2. The client's obligation to pay shall not be postponed by complaints referred to certain works or deliveries. In no case, the client is entitled to request a cancellation of the contract due to complaints or defects.
- 7.3 If the client requests repair works on another site than contractually agreed for the handing over, the client has to refund the additional expenses arising from this to Neptunus.
- 7.4 The client is not allowed to make any changes to subject matter of contract/rented item, replace parts or only open the devices. In case of contravention, the client shall be liable for the costs arising for restoring of the prior condition.
- 7.5 Neptunus' liability shall be limited to no more than the amount of the goods and or services it supplies. In no event shall Neptunus be liable for direct or indirect damage that may arise from non-fulfilment of the order or the incorrect or untimely fulfilment thereof.
- 7.6 Neptunus and its employees shall not be liable in any way for any other damages, whatsoever and for what reason ever they were caused but only for damages that arose due to own intent or gross negligence..
- 7.7 The client shall be obliged to protect Neptunus from all indemnity claims and to compensate for damages filed by third parties against Neptunus that arose in connection with the delivery by whatever means.

8. ADDITIONAL RULES FOR RENTING

- 8.1 The clauses hereinabove shall also apply in the event of mobile objects being hired, insofar as there is no express provision to the contrary. The client shall be the hirer and Neptunus the rental company.

- 8.2 In any event Neptunus shall remain the owner of the goods made available to the hirer.
- 8.3 The pure hire period shall start from the date on which the rented item is delivered and end on the date of removal of the rented item.
- 8.4 The period of use shall start with the date on which the rented item is handed over to the hirer and end on the date on which dismantling of the rented item begins, inclusive.
- 8.5 The hirer shall use the hired goods as intended. The hirer receives the rented item in a condition suitable for the contractually agreed usage. The hirer will keep them in that condition and returns them in the same condition after the period of utilization has expired. The hirer may not transport or cause the transport of the hired objects without the written consent of the rental company. The hirer shall grant the rental company access to the hired objects at all times.
- 8.6 Any sublease or kind of surrender of use to a third party shall be possible only with Neptunus' written consent. In case of rightful or unauthorized surrender of use the hirer already assigns all rights now to the user that are due to the hirer from the rental relationship; we accept the assignment.
- 8.7 The hirer must inform Neptunus without delay if a third party asserts rights in the rented item; this especially applies when the movables or immovables of the hirer or the hired items are seized, or when Neptunus' proprietary rights are in danger of being damaged, e.g. in case of an insolvency, an application for postponement of payment or similar. The hirer is obliged to immediately inform the executing court officer or insolvency administrator of the existing contract and allow the inspection of these documents.
- 8.8 The hired accommodation facility was insured by Neptunus against the risks of fire, storm, damage by aircraft, and lightning. The hirer shall be liable for all other damages - also damage to environment (including soil contamination caused by fuel-powered hired goods such as heating, generator sets, etc.). The rental company particularly indicates that systems and equipment that are not the property of Neptunus and are on or within the rented item are not covered by the assurance mentioned in sentence 1. Within the rental period specified in clause 8.3, the hirer shall bear the risk for vandalism, theft, burglary and similar. Insofar, the hirer is responsible for the conclusion of insurances against burglary, theft, water and similar risks.
- 8.9 The hirer must report any damage to or defect in the hired property to Neptunus immediately. The hirer may not make repairs without Neptunus' consent.
- 8.10 The hirer is not permitted to cover up or remove the brand names, trademarks and logos on the rented item or parts thereof without the consent of the rental company.
- 8.11 The hired item has to be returned in clean condition. It is not allowed to make changes on the hired item, e.g. beating in nails, or similar, except the rental company has agreed to. If special cleaning measures are required, the rental company can charge separate expenses for cleaning.
- 8.12 If parts are missing, counting in the store at Neptunus shall prevail.
- 8.13 If the hirer further uses the hired item after the agreed rental time has expired it will be obliged to continue to pay house rent to the rental company. The further rental relationship can be terminated with one month's notice.

9. RESERVATION OF TITLE

In the event of sale, hire purchase or financial leasing, Neptunus shall retain title to the goods supplied until such time as the client has met all his obligations under the agreement, and has paid any compensation owed in relation to the supply in question.

10. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

- 10.1 Neptunus reserves the right of ownership and the copyright for any designs, drawings, sketches, images and calculations designed or implemented. This shall apply also for such written documents that are indicated to be confidential.
- 10.2 The client undertakes to use the designs, drawings, sketches and calculations only internally. Before forwarding to third parties the hirer needs our explicit consent.

11. TERMS OF PAYMENT

- 11.1 Neptunus is entitled to charge interim invoices or an advance payment or request a prepayment up to the value of the total invoiced amount expected.
- 11.2 Unless otherwise agreed, invoicing and requirement of rent security deposit will be made with the order confirmation by the company Neptunus. Invoices shall be due immediately without deduction, unless other terms of payment have exceptionally been agreed on before invoicing. The rent security deposit shall be due three days before starting the execution of the order.
- 11.3 Neptunus is entitled to refuse the execution of the order until the due invoices and the rent security deposit have been paid completely by the client (right of retention). Additional costs arising for the company Neptunus from this and other damages and additional costs caused by delays have to be paid by the client.
- 11.4 After the execution of the order has been completed, Neptunus shall create the final invoice including their services, possible additional costs and expenses for replacement parts or the indemnity/compensation
Neptunus shall be entitled to settle the final account with the rent security deposit. The final invoice shall be due immediately without deduction.
- 11.5 Neptunus shall be entitled to request subsequent claims when individual cost items were not known when the final account was prepared.

12. NOTICE AND CANCELLATION OF THE AGREEMENT

- 12.1 If the client does not duly meet one or more of its obligations to Neptunus under the agreement and the default prerequisites exist, Neptunus shall be entitled to cancel the agreement with immediate effect, either fully or in part, all such without prejudice to the right to receive compensation.
- 12.2 Neptunus shall have the power to cancel the agreement with immediate effect if the client applies for a suspension of payments, is declared judicially insolvent or decides to shut down or transfer his business, wholly or in part. In particular this is the case when the client has provided wrong details about facts that determine its creditworthiness, unless the client immediately pays in advance. Neptunus shall also be entitled to terminate without notice when the assets of the client are submitted to immediate execution or an application is made to open an insolvency proceeding.
- 12.3 In the event of dissolution of the agreement as described in 12.1 and 12.2, Neptunus shall be entitled to start dismantling and carrying off of the contracted/rented item. If there are goods or other materials in the rented item, they have to be removed immediately at the client's expense. If the client does not fulfil these obligations, Neptunus shall be entitled to clear the rented item at the client's expense.
- 12.4 If the client is in default with payment, Neptunus shall also be entitled to terminate the contract without prior notice or an enforcement letter. In this case, the client shall be obliged to pay, possibly pro rata, the order sum as per section 1 above. The client is entitled to prove a lower damage.
- 12.5 The client is entitled to cancel the contract before the date of acceptance in writing by a registered letter. In this case, the client shall be liable to receive a cancellation charge equal to a percentage of the price agreed in the order confirmation. This percentage is specified as follows:
 - On cancellation > 120 days before completion: 20 %
 - On cancellation <120 and > 60 days before completion: 40 %
 - On cancellation <60 and > 31 days before completion: 60 %
 - On cancellation < 30 days before completion: 80 %
 In addition, the client is obliged to compensate Neptunus for the work already carried out by Neptunus and/or its subcontractors and for the investments made and/or investment obligations entered into by Neptunus.
- 12.6 The payments referred to in Article 12.5 also apply in the event of cancellation, postponement, interruption or premature termination of an event in connection with an epidemic, pandemic or contagious disease (both national and international) and/or in connection with measures to be taken/adopted (by the responsible authorities) to prevent the spread of the diseases referred to

above. This applies irrespective of the degree of foreseeability of the outbreak of the diseases referred to above.

13. APPLICABLE LAW AND DISPUTES

13.1 Only Austrian Law shall apply to agreements and transactions by Neptunus.

13.2 All disputes, however described, shall be subject to the judgement of a competent Austrian court, to the exclusion of all other arbitral and/or judicial bodies.

