

General Terms and Conditions (of Purchase)

Doppelmayr Seilbahnen GmbH
P.O. Box 20, A-6922 Wolfurt/Austria

1. Validity and Scope

- 1.1. Effective immediately, any and all purchases and contracts of Doppelmayr Seilbahnen GmbH (hereinafter referred to as "Doppelmayr") with our suppliers shall be exclusively governed by these General Terms and Conditions (hereinafter referred to as "GTC"), except as expressly amended by separate written agreement.
- 1.2. Our supplier's own (general) provisions and/or provisions diverging from these GTC shall not be incorporated into the contract and shall have no effect.
- 1.3. Amendments to or modifications of these GTC and/or the annexes hereto shall not be effective unless made in writing. Deviating or supplementary terms and conditions will not be binding on us unless expressly counter-confirmed by us and shall only apply to the respective individual transaction agreed.
- 1.4. In the event of contradictions or ambiguities arising from other applicable documents, these GTC shall take precedence in any event. If there is still ambiguity, the principle of best fitness of the goods and services for the intended use shall apply in the event of any doubt as to the scope of goods and services. However, in the event of any ambiguity as to the performance of the contract, our supplier shall notify Doppelmayr and shall reach agreement on a solution. Our supplier is obligated to immediately draw Doppelmayr's attention to any discrepancies in the specification. Headings are intended for guidance only and shall not be taken into account for interpreting the contents.
- 1.5. As a matter of principle, goods and services provided by our supplier will be incorporated into an existing complex complete system of Doppelmayr or a complex complete system to be installed by Doppelmayr. Therefore, impairment of performance with respect to individual performance normally will result in problems in overall project organization and will cause additional costs to be incurred accordingly, e.g., in connection with postponements in the network diagram, disruptions in logistics, delays in acceptance, idle times, etc. Our supplier therefore agrees that in filling its order it shall take special care to reflect these circumstances.

2. Quotation

- 2.1. By a request for quotation (RFQ) from Doppelmayr, our supplier is requested to submit to Doppelmayr a quotation, free of charge, based on these GTC.
- 2.2. Our supplier shall comply with Doppelmayr's specifications and descriptions when preparing the quotation and shall expressly point out any deviations. Any deviations from the purchase order shall be expressly highlighted and require our express written approval. Verbally placed purchase orders will be deemed invalid unless expressly confirmed in writing by Doppelmayr.

- 2.3. Our supplier's quotation shall expressly show in detail all incidental expenses that may be incurred by Doppelmayr for taxes, charges, duties, packaging, transportation, license fees, etc. (see Sub-clause 4.18).

3. Purchase Order/Order Acknowledgment

- 3.1. Doppelmayr will place a written purchase order with our supplier by mail, fax or e-mail (in PDF or signed form).
- 3.2. Such a purchase order, including the annexes thereto (drawings, technical specifications and other documents) will be deemed to supplement the GTC or may amend individual clauses thereof.
- 3.3. In the event of our supplier issuing an order acknowledgment deviating from the purchase order, Doppelmayr will not be bound by such deviating order acknowledgment until it has given its express written approval.

4. Using Electronic Data Interchange (EDI):

Doppelmayr and the supplier may mutually agree to set up an EDI link, in which case the following shall apply:

- 4.1. Data exchange shall take place using an appropriate data exchange format, *e.g.*, XML and PDF.
- 4.2. Doppelmayr and the supplier shall exchange the following electronic business documents using EDI:
- Purchase order
 - Purchase order change
 - Purchase order confirmation
 - Notification of shipment
 - Invoice
- 4.3. Both Doppelmayr and the supplier undertake to implement safeguards to protect their systems and data against unauthorised access by third parties as well as against viruses and/or manipulation. The sender shall be informed without delay if unreadable or unintelligible messages are received through EDI. The sender of virus-infected data shall compensate the other party for any damage caused by the transmission of such data, unless the sender proves that it has taken all measures which the state of technology permits to prevent such damage.
- 4.4. The parties shall inform each other of any error messages in connection with EDI. For that purpose, both parties shall create an electronic mailbox and inform each other to which mailbox such error messages must be sent. By forwarding the error message to that mailbox, the respective party shall have complied with its duty to inform.
- 4.5. If for its part of the EDI link the supplier uses the services or infrastructure of a third party, the supplier shall inform Doppelmayr thereof in writing prior to starting the EDI link; this shall also apply if the supplier changes that third party. The supplier undertakes to ensure that any such third party shall also be bound to keep secret any Confidential Information pursuant to Item 16.

- 4.6. Any and all previous agreements entered into by Doppelmayr and the supplier shall not be affected by the setting up of an EDI link and shall remain in force unchanged. This provision shall also apply, without limitation, to these GTC, which govern the business relationship between Doppelmayr and the supplier and which shall remain in force unchanged.

5. Delivery, Place of Delivery, Date of Delivery

- 5.1. The ordered products, goods and/or services shall be delivered and/or provided according to the instructions of Doppelmayr and these GTC.
- 5.2. In the absence of any such instructions, our supplier shall be responsible for proper packaging and transportation. Our supplier shall expressly point out to Doppelmayr and to any forwarding agent or carrier employed any special care to be taken during unloading (including unpacking).
- 5.3. Packaging shall not be separately paid. Any returns that may be required shall be separately agreed upon.
- 5.4. In the event of transportation of products, goods and/or services being delayed for any reason whatsoever, our supplier shall notify Doppelmayr without delay and/or properly store the goods at its own expense and risk.
- 5.5. Unless otherwise agreed, the place of delivery shall be Doppelmayr Wolfurt (designated factory) in accordance with INCOTERMS 2010.
- 5.6. The date of delivery shall be date the goods are received by the factory (place of delivery) of Doppelmayr.
- 5.7. In the event of any delays in delivery due to circumstances within the control of our supplier, Doppelmayr shall be entitled, at its option, to claim subsequent delivery and damages for delay (if applicable, plus the penalty set forth in Clause 11) or to waive subsequent delivery, rescind the contract and claim damages for failure to perform. Doppelmayr's acceptance of a late delivery shall not constitute a waiver of claims for further damages.
- 5.8. The agreed dates of delivery will be deemed to be binding and shall be complied with at all events; earlier delivery shall only be permitted by mutual agreement. Unless expressly agreed, partial delivery shall be inadmissible.
- 5.9. Without prejudice to the rights it is entitled to under the law, Doppelmayr reserves the right to cancel the transaction without granting an additional period of time in the event of delay in delivery. At all events, as soon as our supplier becomes aware that it is unable to effect delivery in due time, our supplier shall notify Doppelmayr without delay, giving the reasons for and the expected duration of such delay.
- 5.10. Our supplier shall fully indemnify and hold Doppelmayr harmless from and against any loss and/or detriment that may be incurred by Doppelmayr as a result of delay in delivery.
- 5.11. Except as otherwise agreed in writing, the benefits and risks attaching to the goods shall pass to Doppelmayr as soon as the products, goods and/or services

arrive, are unloaded, accepted and/or provided on the premises of Doppelmayr Wolfurt (designated factory).

- 5.12. Events of force majeure or other disruptions suffered by Doppelmayr that result in production cutbacks or stops at Doppelmayr shall release Doppelmayr from its obligation to take receipt and/or pay damages, if any, for the duration and to the extent of the effects of such force majeure events.
- 5.13. Subsequent changes in price or quantity will not be accepted unless they are separately confirmed by Doppelmayr in writing. Purchase orders placed by Doppelmayr will be deemed transactions for delivery by a fixed date within the meaning of the law to the extent specific delivery periods are agreed.
- 5.14. Reservations of title on the part of our supplier are not accepted by Doppelmayr.
- 5.15. Returned goods, irrespective of the reason for returning, shall be sent freight prepaid to Doppelmayr in Wolfurt or to any other place designated by the customer. The underlying shipping condition in accordance with INCOTERMS 2010 shall be CIP.
- 5.16. As a matter of principle, the quantities ordered shall be delivered as ordered. If excess and/or short delivery or partial delivery is required due to the manufacturing process, such delivery shall be clarified with Doppelmayr upon order acceptance and/or no later than 15 workdays prior to delivery. In principle, quantity tolerances will be approved by Doppelmayr. However, Doppelmayr expressly reserves the right to refuse to accept and to return, freight collect, any quantity tolerances or partial deliveries not approved or to deduct the value from the relevant invoice. Any costs incurred for excess delivery, short delivery and partial delivery shall be borne in full by our supplier.
- 5.17. Any necessary storage instructions shall be pointed out separately in any and all documentation, failing which our supplier shall be liable for any damage resulting from improper storage. In the event of Doppelmayr being unable to comply with the specified storage instructions, Doppelmayr will notify our supplier, and both parties shall reach an agreement and/or Doppelmayr shall be entitled to rescind the contract.
- 5.18. It shall fall solely within our supplier's responsibility and duty to cause the required export licenses to be obtained and to ensure that any and all export, import, transit and inspection regulations and formalities are complied with (see Sub-clause 2.3).
- 5.19. Our supplier is obligated to obtain, at its expense, export licenses, if any, for export to Austria and, if necessary, from Austria to foreign countries. Our supplier assures that at the time the purchase order is placed the complete delivery of the subject matter of the purchase order is ensured and does not conflict with any restrictions imposed by public authorities or any other restrictions on the complete delivery and provision of service. Otherwise, our supplier shall be liable for any damage incurred by Doppelmayr. Our supplier shall notify Doppelmayr of any potential emerging prohibitions/restrictions on export in due course and shall submit alternatives to Doppelmayr free of charge at an early stage.

6. Quality Requirements

- 6.1. Products, goods and/or services shall be delivered and/or provided according to the legal provisions and standards as amended from time to time and as set forth in the purchase order itself or in its enclosures and shall expressly comply with the state of the art (see Sub-clause 12.1).
- 6.2. Our supplier is obligated to check the specifications, drawings, technical data, descriptions, samples, etc., specified in the purchase order and the annexes thereto when developing and manufacturing the products, goods and/or services, taking into account the (relevant specified) legal provisions immediately upon receipt of such documents and to strictly comply with such specifications when executing the purchase order. Our supplier shall immediately notify Doppelmayr of any discrepancies and/or other defects our supplier may become aware of when executing and/or checking the purchase order. Our supplier shall be under express and full obligation to inform Doppelmayr.
- 6.3. To the extent the specifications included in the purchase order and the annexes thereto do not define the quality of the goods, our supplier shall indicate the binding quality description and warrant the consistent quality of its products for current and future purchase orders according to the state of the art (Sub-clause 12.1).
- 6.4. Our supplier shall notify Doppelmayr of any changes in quality at an early stage. Upon request of Doppelmayr samples and / or specifications must be provided in advance and need to be approved by Doppelmayr. In case of changes in quality without prior notification, Doppelmayr shall be entitled to refuse to accept the goods. Our supplier shall be liable for any direct and indirect damage resulting therefrom.
- 6.5. If special working drawings or design documents are required for manufacturing and/or providing specific products, goods and/or services, our supplier shall submit such drawings or documents to Doppelmayr for approval in advance.
- 6.6. Our supplier shall not be entitled to subcontract the orders placed, in whole or in part, except with the prior written consent of Doppelmayr. If Doppelmayr gives its consent to the subcontracting of part of an order placed, our supplier shall in particular impose any and all duties and obligations on the subcontractor.
- 6.7. Doppelmayr shall be entitled to inspect at any time the manufacture and/or provision of the products, goods and/or services and the work progress made by our supplier and/or by subcontractors according to the agreed quality specifications as set forth in the purchase order and the annexes thereto. Furthermore, Doppelmayr shall be entitled to perform such inspections also on the business premises of our supplier, including inspections by competent authorities or regulatory bodies. This shall also, include inspection of planning, manufacturing with respect to quality and scheduling, sampling, packaging with respect to quality and conformity of packing notes with contents, loading inspection, etc. For that purpose, our supplier shall grant Doppelmayr or its agents access to the respective workshops and documents on the premises of our supplier. Our supplier shall ensure that Doppelmayr or its agents are also granted access to the premises of any subcontractors at any time. Inspection or waiver of inspection on the part of Doppelmayr shall under no circumstances limit the obligations of our supplier. Our supplier and/or Doppelmayr shall each bear their own costs incurred for their personnel and/or inspection team. In the event of inspection not being (successfully) completed for reasons within the control of our supplier, any and all costs resulting from re-inspection shall be borne by our supplier.

- 6.8. Doppelmayr shall be notified in a verifiable manner of any product changes, changes in the manufacturing process and/or change in manufacturer, if any, at an early stage. Such changes will be deemed to result in a new quotation. Doppelmayr may refuse to accept such changes without giving reasons. Furthermore, Doppelmayr may qualify such changes as a breach of contract and shall be entitled to refuse acceptance or to rescind the contract or to claim a reduction of the purchase price and to claim damages.
- 6.9. Our supplier shall notify Doppelmayr of any scheduled production stops and/or relocation of production by our supplier at an early stage, no later than six months prior to the delivery deadline.

7. Ownership of Tools

- 7.1. In the event of Doppelmayr paying all or part of the costs of the engineering and manufacturing of tools or all or part of the purchase price of tools, absolute title to such tools shall pass to Doppelmayr. Our supplier shall separately store and conspicuously and appropriately mark such tools as the property of Doppelmayr.
- 7.2. Our supplier shall be responsible for and shall pay the costs of standard maintenance of such tools. Furthermore, our supplier shall bear the risk of accidental destruction, loss, deterioration and damage.
- 7.3. In the event of our supplier failing to perform the obligation set forth in Sub-clause 6.2, Doppelmayr shall be entitled to claim damages from our supplier as well as the return of any benefit derived and to rescind any current contracts with our supplier in whole or in part.

8. Documentation

- 8.1. Documentation shall mean any and all documents in written, graphical or other form that accompany our supplier's goods and services and are intended to enable our supplier and Doppelmayr to perform their obligations hereunder in the most cost-effective manner. Such documents relate to manufacturing, quality control, hazard potentials, safety regulations, shipment, transportation, export, import, customs clearance, payment of taxes, identification of parts, logistics, storage, assembly, commissioning, training, bookkeeping, accounting, plant management, repair, maintenance, procurement of spare parts, etc. Documentation shall be an essential component of our supplier's scope of goods and services.
- 8.2. Doppelmayr shall acquire an unrestricted and (if additionally agreed) exclusive right to use such documentation.
- 8.3. Documentation shall be submitted in the scope specified in the purchase order. Where not specified in detail, documentation shall correspond, in scope, quality and scheduling, to the specific transaction and shall be prepared in German, English and/or in the language specified by Doppelmayr. Documentation shall, in each case, be delivered to Doppelmayr in triplicate in hard copy as well as in digital format on a standard data storage medium in readable format.
- 8.4. Shipping documentation: The documentation shall clearly show the complete and correct order number, ident number, contract article number and item number, in

addition to the description of the goods, to enable, for example, the respective customs tariff to be clearly assigned. The part description shall be identical in any and all documentation and is required to be identically worded in drawings, bills of material, packing lists and shipping documents.

- 8.5. Documentation of origin: Our supplier shall attach, free of charge, a valid proof of preferential origin (movement certificate, GSP certificate of origin, certificate of origin, confirmation of origin, declaration of origin, etc.) to the products and/or goods to be delivered in cross-border traffic. Unless otherwise agreed, the country of our supplier will be deemed to be the country of origin. Any and all duties, charges and additional expenses incurred as a result of failure to produce such documents or of incorrect statements shall be borne by our supplier.
- 8.6. Inspection documentation: To the extent required in connection with the transaction, the inspection documentation to be supplied by our supplier shall consist of reports on quality control, test records, etc., in addition to time schedules and progress reports.
- 8.7. Assembly documentation: Documents and instructions on proper and cost-effective assembly shall be produced.

9. Prices

- 9.1. Prices shall be determined by annual agreements or for defined periods with our supplier or shall be project-related.
- 9.2. Prices shall be fixed prices, exclusive of VAT, and shall include any and all expenses incurred by our supplier in connection with the delivery of goods and provision of services.
- 9.3. Doppelmayr will only pay costs that are expressly stated as an obligation of Doppelmayr in the purchase order. Any extensions or of supplements to purchase orders and purchase orders for spare and wear parts shall be governed by the terms of the main order.
- 9.4. If, in exceptional cases, prices are not previously agreed, binding prices shall be quoted in the order acknowledgment at all events. In such a case, Doppelmayr expressly reserves the right of objection or rescission.

10. Payment

- 10.1. Payment shall be made within 30 days with a 3% discount or within 60 days net upon receipt of the invoice and the goods by Doppelmayr Wolfurt or at the agreed place of delivery.
- 10.2. Payment of the invoice shall not constitute approval and/or acceptance of the products, goods and/or services by Doppelmayr or a waiver by Doppelmayr of any claims under warranty and/or guarantee.
- 10.3. Our supplier shall not set off any claims it may have on Doppelmayr against any claims Doppelmayr may have on our supplier.

- 10.4. The last payment will not be released until an overall final account showing any and all goods delivered and services provided as ordered and any and all related claims and a systems acceptance report prepared by the parties to the contract are available. By presenting the final account, our supplier declares to have thereby asserted any and all claims arising from the respective transaction and to raise no additional claims.

11. Inspection, Notification of Defects, Refusal to Accept

- 11.1. As a matter of principle, the values of the quantity delivered, mass, weight and quality requirement determined by Doppelmayr during acceptance testing and/or receiving inspection (Clause 5) shall be binding. Doppelmayr will notify our supplier in writing of any defects as soon as such defects are identified in the ordinary course of business of Doppelmayr.
- 11.2. Our supplier expressly waives the plea of late notification of defects and approval without reservation.
- 11.3. Upon notification of defects, Doppelmayr will grant our supplier an additional period of time of reasonable length for rectification of the defects free of charge at the place designated by Doppelmayr or for replacement free of charge. The reasonableness of such an additional period will depend, among other factors, from the importance of the (ropeway) system delivered by Doppelmayr to its customer that is currently inoperative.
In individual cases, "reasonable" may therefore also mean "without delay".
- 11.4. In the event of our supplier failing to comply with the said additional period, Doppelmayr shall be entitled, without further request and/or notice, to remedy the defects or cause substitute performance to be effected by third parties, in each case at the expense and risk of our supplier.
- 11.5. In the event of a material defect, our supplier shall take back the goods (product and/or service) at its expense and shall refund to Doppelmayr the price already paid and shall reimburse Doppelmayr for any proven expenses incurred in connection with the inspection of the goods (product and/or service) and with any unsuccessful attempts to rectify the defects. In any event, Doppelmayr shall be entitled to deduct from the purchase price the reduction in value, if any, of the defective part.
- 11.6. If Doppelmayr incorporates the goods (product and/or service) delivered as a component into a product and the defect is not revealed until the product is operated, Doppelmayr shall be entitled to notify defects of any kind at any time until the relevant period of limitation has expired.
- 11.7. In the event of a justified notification of defects, our supplier shall reimburse Doppelmayr for any expenses incurred in connection with the remedying of the defect.
- 11.8. If, in the opinion of Doppelmayr, a defect may be presumed to occur also in other parts delivered by our supplier, Doppelmayr shall be entitled to create a recall and/or replacement campaign for parts identified to be defective.
- 11.9. Our supplier shall, at Doppelmayr's option, repair or replace, at its own expense, any and all parts already delivered., This shall also apply if the warranty period

has already expired, to the extent such defective parts are likely to damage other objects or, in particular, pose a risk to life and limb.

- 11.10. Moreover, our supplier shall indemnify Doppelmayr for any losses incurred in connection with such a replacement campaign.
- 11.11. Doppelmayr shall be entitled to refuse to take delivery of, and pay, products, goods and/or services until any defects that Doppelmayr is unable to prevent by reasonable means have been remedied.
- 11.12. Our supplier is further obligated to repair, and/or assist Doppelmayr in the repair of, any products, goods and/or services delivered and/or provided, and to do so free of charge.

12. Penalties

- 12.1. In the event of our supplier failing to meet the deadlines stipulated in the purchase order, our supplier - unless otherwise agreed - shall pay penalties as set forth hereinbelow, calculated on the basis of the total order value, regardless of the occurrence of an actual loss, until the actual date of delivery.
If the occasion arises, penalties can also be deducted from the current accounts and/or accounts receivable of our supplier.
Doppelmayr reserves the right to assert claims in excess thereof.
In the event of final acceptance tests being delayed for reasons within the control of our supplier, the default provision set forth hereinbelow shall apply, irrespective of whether or not an acceptance date is explicitly stipulated in the contract. In such a case, the date mutually agreed between Doppelmayr and our supplier during order processing shall serve as the basis.
- 12.2. Penalties for goods (including documentation) and services shall amount to 1% for each commenced week of delay, and shall not exceed 20% of the total order value.
- 12.3. Our supplier's obligation to pay penalties shall arise upon the occurrence of default. Upon taking delivery, Doppelmayr shall not be required to express any reservations to protect the claim for payment of penalties.
- 12.4. Payment of penalties shall not release our supplier from its obligation to perform or from any responsibilities resulting therefrom.
- 12.5. Our supplier shall reimburse Doppelmayr for all costs arising from a failure to comply with the shipping terms or from implementing them incorrectly.
- 12.6. Even if penalties are provided for in the purchase order (e.g., penalties for non-performance), this shall not release our supplier from its obligation to ensure that its goods and services comply with the guaranteed intended use.

13. Guarantee/Warranty

- 13.1. Our supplier is aware that Doppelmayr products are used worldwide for mechanical ascending and transportation aids in passenger transportation systems or conveying systems. Therefore, unless express guarantees have been made, the goods to be delivered shall, in any event, comply with the state of the

art in science and engineering at the time they are delivered and shall expressly provide the degree of safety that can be expected, having regard to all the circumstances, considering in particular but not exclusively the presentation of the product, the use of the product that can be reasonably expected and the time the product is put into circulation.

- 13.2. Our supplier warrants that the goods delivered are free from defects in development and design, that the specified material or, where no material has been specified, suitable material is used, that the material used is free from defects, that the products delivered are free from defects in workmanship and assembly and that all other requirements set out in the purchase order and the annexes thereto are met.
- 13.3. The warranty period shall be 24 months from the time the respective system is accepted or at the latest 48 months from the time the goods are received or accepted by Doppelmayr Wolfurt (designated factory) or at any other place of delivery designated by Doppelmayr.
- 13.4. In addition to the characteristics that are expressly specified or otherwise guaranteed or generally taken for granted, our supplier guarantees that its deliveries, products, goods and services are complete, in good working order and fit for the specific requirement, and guarantees in particular, but not exclusively, the fitness of the goods and services for the operating conditions prevailing on site during continuous operation and in conjunction with the complete system, compliance with any and all standards applicable on site and any and all regulatory requirements (in particular those regarding safety and environmental protection), uninterrupted availability in compliance with performance and consumption values, ease of assembly, maintenance and repair, and in particular state-of-the-art design, and also that any and all required certificates of conformity and conformity marks, licenses, accreditations, permits, approvals and certificates are on hand.
- 13.5. Our supplier declares to be aware of the particular importance of the fulfillment of its obligations in connection with documentation and, therefore, to be liable for the consequences of any omissions and/or faults and defects.
- 13.6. Our supplier guarantees that the engineering services, consultancy services and documentation are correct and complete.
- 13.7. Our supplier warrants to Doppelmayr that the products, goods and/or services delivered and/or provided comply with the legal and regulatory provisions applicable in the country of destination for their distribution and use in the country of destination and do not infringe any third-party rights. Our supplier shall be equally liable for goods and components and/or services that are delivered and/or provided by our supplier but were not produced by our supplier. The agreed warranty or guarantee period shall commence on the date the complete system into which the product delivered has been incorporated is accepted.
- 13.8. In the event of components or assembly groups being replaced, the warranty and/or any guarantee period that may have been agreed shall recommence for the components or assembly groups of the supplier that have been replaced.
- 13.9. Unless specially agreed, it shall be our supplier's responsibility to take out any insurance policies that may be deemed necessary.

14. Industrial Property Rights/Intellectual Property Rights

- 14.1. To the extent that our supplier delivers to us products in which intellectual property rights (e.g., patents, brands, designs, copyrights) or other rights exist, our supplier shall ensure that Doppelmayr is granted all rights necessary to use the products world-wide, without any limitation as regards object or time, and without being required to pay any further remuneration. Where and whenever the supplier cannot ensure this, it shall inform Doppelmayr thereof without delay. In that case Doppelmayr shall have the right to withdraw from the contract.
- 14.2. If claims are raised against us by a third party for an infringement of rights with regard to products supplied by our supplier, our supplier shall indemnify us at our first demand, unless (i) no infringement has occurred; (ii) the infringement is not due to a legal defect; (iii) our Supplier is not responsible for the infringement; or (iv) the warranty claims have become statute-barred.
- 14.3. Any use of registered and/or non-registered marks (e.g., brands, names, logos) as well as of parts thereof by the supplier is forbidden. Doppelmayr may approve of the use of such marks in writing on a case-by-case basis.
- 14.4. Any intellectual property rights (which shall include but not be limited to patents, brands, designs, copyrights a.s.o.) or other rights in the information made available by us to our supplier within the scope of the cooperation are owned exclusively by us. Any use of such information which goes beyond the cooperation shall be subject to our prior written approval.

15. Product Liability

- 15.1. Our supplier shall be liable under the Austrian Product Liability Act ("Produkthaftungsgesetz") for the products and/or goods delivered by our supplier.
- 15.2. In consideration of the provisions relating to product liability as applicable in the various countries, the products and/or goods delivered shall comply with an appropriate product safety standard for the countries where the goods are used.
- 15.3. Our supplier declares to have provided, by taking out an adequate insurance policy as customary in the ordinary course of business or in any other appropriate manner, for satisfying, to an adequate extent, any product liability claims that may be asserted against our supplier.
- 15.4. Doppelmayr shall be entitled to be indemnified and held harmless by our supplier from any claims and supplementary charges that may be asserted in relation to the defectiveness according to the provisions of the relevant product liability act of any products and/or goods delivered by our supplier.
- 15.5. In the event of a claim being asserted against Doppelmayr in connection with the products and/or goods delivered by our supplier, including without limitation claims under a product liability act (including Switzerland and the U.S.), Doppelmayr will name our supplier. Moreover, Doppelmayr shall be entitled to claim damages and recourse in full from our supplier for any expenses incurred in connection with such a claim.

16. Confidentiality

- 16.1. Our supplier shall treat any and all confidential information received from us within the scope of the business relationship confidential vis-à-vis third parties. It shall, in particular, protect such information from any unauthorised access by means of technical, organisational and legal measures, and shall use it exclusively within the scope of the cooperation. The following shall be deemed confidential information: (i) the fact that a business relationship with us exists; (ii) the signing of the Contract as well as its content; (iii) any information developed jointly with us within the scope of the cooperation; (iv) any and all information or documentation disclosed by us to the supplier within the scope of the cooperation; and (v) any and all knowledge gained by the supplier within the scope of the cooperation and concerning operational and/or organisational processes at Doppelmayr. This undertaking shall not apply if and insofar as (i) confidential information was already known to the supplier at the time of the signing of the Contract or became known to the supplier afterwards through a third party in a lawful manner, i.e., without breach of a confidentiality agreement, a statutory provision or an administrative order; (ii) confidential information was already in the public domain at the time of the signing of the Contract or thereafter comes into the public domain without culpable breach of this confidentiality obligation; (iii) confidential information has been independently developed or discovered by the supplier; (iv) its disclosure is required within the context of the cooperation or for the protection of the legal interests of the supplier, provided that such disclosure takes place vis-à-vis auxiliaries which have been bound to secrecy in writing in accordance with the above obligation (e.g., sub-suppliers) or vis-à-vis advisors which are bound to professional secrecy; (v) we have released the supplier from its obligation; or (vi) statutory requirements, other applicable laws, or a court or administrative order require the disclosure. In such cases, the supplier undertakes to inform us without delay in writing in order to determine together with us the scope of the disclosure to the extent permitted by law.
- 16.2. The right to terminate this Confidentiality Clause by due notice shall be excluded.
- 16.3. For each case of a culpable breach of this confidentiality clause the supplier undertakes to pay to Doppelmayr a contractual penalty in the amount of EUR 250,000.00. The objection of continuation of the breach shall be excluded to the extent that a breach is due to a wilful conduct of the supplier. Doppelmayr reserves the right to assert further claims arising from a breach of the confidentiality obligation. Any violation of the confidentiality obligation shall entitle us to withdraw from the contract.
- 16.4. Upon our request the supplier shall (i) return to us any and all confidential information received from us within the context of the business relationship and (ii) thereafter delete such information completely along with all copies, if any, provided that no statutory requirement exists to retain such information.

17. Rescission

- 17.1. In the event of material breach of contract, Doppelmayr shall be entitled to rescind the entire contract, in whole or in part, granting an additional period of time of reasonable length (not more than 14 days).
Material breach of contract shall include, without limitation,

- Our supplier's failure to make manufacturing progress as stipulated in the purchase order at the respective dates;
 - Exceeding of deadlines for delivery and/or commissioning despite utilizing the maximum delay in delivery;
 - Failure to achieve the absolutely guaranteed values based on the values of the RFQ and/or contract specifications or details in the quotation and attempts to rectify the defects being unsuccessful;
 - Penalized guaranteed values exceeding the maximum amount of penalties stipulated in the contract despite attempts to rectify defects;
 - Delivery not meeting the requirements.
- 17.2. Doppelmayr shall be entitled to rescind the contract at any time without granting an additional period of time if
- Doppelmayr, even prior to delivery and/or takeover, has good and understandable cause to believe that our supplier will not be able to perform its contractual obligations;
 - Reorganization proceedings are instituted against our supplier or a relevant petition is dismissed for lack of assets;
 - The ownership structure, whether direct or indirect, of the company of our supplier changes.
- 17.3. In the event of rescission, Doppelmayr shall be entitled to perform, or cause to be performed by third parties, at the expense of our supplier, such deliveries of goods and/or provision of services as have not been performed or have been insufficiently performed (substitute performance). Doppelmayr may directly charge the related costs incurred, with a term of payment of 10 (ten) days from the date the account is rendered being deemed agreed and our supplier waiving its right to set off any of its own alleged claims against the claims asserted by Doppelmayr.
- Our supplier shall refund to Doppelmayr any amounts already paid for any deliveries of goods and provision of services not effected, plus any financing expenses incurred by Doppelmayr, with our supplier waiving any right to set off such amounts against any of its own alleged claims.
- 17.4. If the exercise of the right to cause or effect substitute performance requires Doppelmayr to access materials, in addition to any drawings, etc., located on the premises of our supplier or of its subcontractors, our supplier is obligated to surrender such materials to Doppelmayr, which obligation shall survive the termination of the contract.
- 17.5. If the exercise of the right of rescission requires Doppelmayr to access any industrial property rights, documentation (such as workshop drawings, calculations) or other information, our supplier is obligated to procure the necessary rights, documentation and information for Doppelmayr, which obligation shall survive the termination of the contract.
- 17.6. In the event of a rescission of the contract, Doppelmayr shall be entitled to use the subject matter of the purchase order, free of charge, until a substitute solution is accepted.
- 17.7. In the event of operations of Doppelmayr being impeded by events of force majeure, Doppelmayr shall be entitled to rescind the contract in whole or in part or demand performance at a later date, without any claims whatsoever arising on the part of our supplier.

18. Place of Performance, Passing of Title

- 18.1. The place of performance for any and all mutual obligations shall be Wolfurt/Austria, unless a different place or the place where the system is installed was agreed in writing.
- 18.2. Title shall pass to Doppelmayr upon delivery.

19. Applicable Law, Jurisdiction

- 19.1. These GTC and any and all related issues (purchase order, etc.) shall be governed by the laws of Austria, to the express exclusion of the UN Sales Convention.
- 19.2. Both parties agree that the court having subject matter jurisdiction over Wolfurt shall have exclusive jurisdiction for any and all disputes. However, Doppelmayr shall be free to sue our supplier in any other competent court.

20. General

- 20.1. Doppelmayr will not pay any remuneration for the development of projects, etc.
- 20.2. Our supplier is obligated to notify Doppelmayr in writing, without delay, of any substantial changes in the business structure and/or ownership structure of its company compared to the structure prevailing at the time the contract is entered into.
Such changes shall include, without limitation,
- A third party that currently holds an interest in our supplier obtaining control of at least 25% of the business interests or shares;
 - A party that currently holds an interest in our supplier obtaining control of at least another 5% of the interests or shares in the company in addition to the interests or shares that are already under its control;
 - A party that currently holds an interest in our supplier newly obtaining control of at least 50% of our supplier's interests or shares;
 - The majority of the interests or shares in a parent company of the supplier that controls at least 20% of the interests or shares passing to another person.

Control and/or interest within the foregoing meaning shall mean any direct or indirect control and/or interest (e.g. as a member of the group, or else on the basis of, e.g., a fiduciary relationship). In the event of any such changes, Doppelmayr shall be entitled to terminate the contract with a notice period that can be freely specified by Doppelmayr.

- 20.3. If individual clauses of these GTC are held to be void or invalid for any reason whatsoever, the remaining clauses hereof shall remain in full force and effect. Instead of the invalid provision or to fill any gaps, the parties shall agree on a reasonable valid provision that, to the greatest extent possible, comes closest to what the parties would have intended if they had considered that point.

- 20.4. As a matter of principle, the language of the contract shall be German. In the event of any issues concerning the interpretation of different language versions of these GTC, the German version shall prevail in any event.
- 20.5. These GTC shall also be applicable on the part of our supplier in business transactions with all companies of the Doppelmayr Garaventa Group, if they so desire.

21. Code of Conduct/Compliance

- 21.1. The contracting parties' obligations arising under their business relation shall be governed by the corporate values, code of conduct, guidelines and laws summarized in the Code of Conduct of the Doppelmayr Garaventa Group. The current version of the Code of Conduct is available on the Web at <http://www.doppelmayr.com>. Our supplier declares to be aware of the Code of Conduct and agrees to comply with the provisions contained therein.

Doppelmayr Seilbahnen GmbH, February 2017