

Standard Terms and Conditions for US based Customers of WESTTECH Mechanical Engineering Limited Company, Ltd.

1. General Information, Writing Requirement: WESTTECH mechanical engineering limited company, Ltd – in the following shortly referred to as WESTTECH – works with its customers – in the following called trade partners – exclusively on the basis of these standard terms and conditions. The standard terms and conditions form an essential part of every contract concluded by WESTTECH. The trade partner hereby confirms that it has received and read the terms and conditions and states its absolute agreement. Except from the agreements recorded in this document, no other arrangements have been made between the trading partners, unless they have been explicitly written down. Oral alterations or modifications, additional agreements, or confirmations are only valid if they are confirmed in writing by a person that is authorized to represent the trade partner. Any conditions of the trade partner that do not comply with the present general terms and conditions are invalid, unless they are changed consensually and in compliance with the writing requirement (see above). The following terms and conditions remain valid for future business dealings with the same trade partner, even if they are not explicitly agreed upon again. However, WESTTECH reserves for itself the right to modify the conditions for goods. In such case, WESTTECH will communicate the modification either at the time during the business relation when a further contract is concluded, or when further goods are rendered within the framework of an existing contractual relationship. The new terms will then be communicated to the trade partner upon request. These terms and conditions are deemed to be accepted when a new contract has been concluded or further goods have been accepted.

2. Offer and Conclusion of Contract: Offers of WESTTECH are non-binding, especially regarding prices, terms of delivery, deadlines and, should the needs arise, availability and additional work. The quantity and type of the goods that have to be rendered are exclusively specified at the time of the confirmation of the order by WESTTECH; the standard terms and conditions apply. Information on goods of WESTTECH displayed in catalogues, price lists, folders, company information leaflets, brochures, advertisements, on booths, in newsletters, commercials or in other media are non-binding, unless they have explicitly been declared the subject matter of contract and put in writing. Cost estimates by WESTTECH are generally deemed to be made without claim for completeness or correctness. WESTTECH reserves its right to deviate from information stated in the order confirmation, if these deviations are necessary to conform to legally required technical standards. Declarations regarding the conclusion of a contract and additional agreements with employees and representatives of WESTTECH, who are not registered as authorized representatives of the company, are only binding for WESTTECH, if these persons hold the power of attorney and are executing orders on behalf of WESTTECH. It is incumbent upon the trade partner to ask WESTTECH about employees' power of attorney and their orders. In case of failure to perform this obligation the trade partner must not rely on employees' or representatives' statements regarding their own power of attorney and their orders.

3. Charges, Terms of Payment, Effects of Arrears: a) Pricing: The prices given in the contract are generally in Euro. If prices are given in any other currency, payment can still be made in Euro, unless it has been explicitly required to pay in a different currency. Conversion of currencies shall be made based on the current rate of exchange at the time of payment. All prices are deemed without any applicable federal, state or local taxes and fees, unless another arrangement has been made and explicitly written down. In addition, prices do not include cost for storing, packaging, transportation, loading and consignment, as well as for customs and insurance. The return of the wrapping material is only accepted if a formal agreement has been made. Deliveries and goods are priced according to the list price that is valid at the time the goods are rendered, unless fixed prices have been formally agreed upon. WESTTECH may demand higher charges than the ones that have been originally arranged when the order was placed, if the basis of calculation, such as raw material prices, the exchange rate or payroll costs, have changed after the conclusion of contract. If an order has to be executed urgently (either because of its nature or because of a trade partner's demand) additional costs, e.g. for working overtime, will be charged. Charges that are invoiced periodically, such as for services or maintenance, are to be paid once a year, at the beginning of the calendar year. If a contract is concluded or terminates sometime during a year, the charges are pro-rated. In order to account for inflationary devaluation, periodical charges are increased using the Austrian consumer price index 1996 (<https://de.tradingeconomics.com/austria/consumer-price-index-cpi>, thereafter A-CPI). This A-CPI allows the calculation of the necessary increase of the charges based on the month, when the periodical charges have been stipulated. If the A-CPI is no longer published, the index that succeeds the A-CPI or, if no successor index is announced, an index that comes closest to the A-CPI, shall be used. Furthermore, WESTTECH is entitled to modify periodical charges based on the A-CPI according to the calculation method mentioned above, if the basis of calculation has changed. As for the full satisfaction of debt and interest on account of delay of periodic charges, the remainder of this clause governs. Expenditures in connection with goods or services of WESTTECH, which are charged periodically, such as fares, daily allowances and costs for overnight stays, will be charged separately and have to be paid entirely by the trade partner. Travelling time is regarded as working time in this context. All stipulated discounts or allowances cease to apply in the case of insolvency proceedings regarding the assets of WESTTECH. WESTTECH reserves the right to charge for goods or services, which have not been subject of the contract but have been demanded and received or consumed by the trade partner, according to the valid and appropriate costs. This applies especially to goods, that become necessary because of inadequate cooperation of the trade partner, or that are caused by use of goods, services of software not provided by WESTTECH. If need be, training and instruction for the correct usage of WESTTECH products are only made if they have been formally agreed upon and are charged accordingly.

b) Maturity, Payment Obligations:

Unless agreed upon differently, half of the charge or purchase price is payable on receipt of the order confirmation and the remainder becomes due at delivery, or, when the goods are held ready, after receipt of invoice. All purchase prices are due free of charge and tax-free. In case of deterioration of a trade partner's financial circumstances, WESTTECH is authorized to render the entire charges or purchase price due and payable immediately, and to execute orders only when advance payments are made. Payments to WESTTECH are only in full satisfaction of the contractual obligation, if the money is transferred to the bank account given on the invoice or paid in cash to a person, who is authorized to represent WESTTECH according to Austrian law. No other people are allowed to collect moneys, unless they can prove that they fulfil one of the formal requirements concerning financial authorization under paragraph 1. Receipt of payment occurs at the place and day WESTTECH receives the payment. In case of a bank transfer, it is the entry date of WESTTECH's bank account. Bills of exchange or cheques are only accepted with the explicit reservation that WESTTECH actually receives the payment. All fees, costs and dues that are connected to the payment must be borne by the trade partner. The mere issuance of a check or draft is not acknowledged as payment and entitles not to cash discounts. Objections to a non-

fulfilled contract and withholding of payment by the trade partner because of claims for damage and warranty are ruled out, regardless of whether they are justified or not. Maturity of payment is not deferred because of such claims. If discounts were agreed upon, the time limit for the discount starts running when the invoice has been forwarded by WESTTECH. The stipulated charges are payable according to rules described above, no matter which discounts have been agreed upon. Claims for warranty or counterclaims do not stop or toll the time limits for discounts. Agreed-upon cash discounts are void, if payment is not fully paid or not paid on time. WESTTECH is, notwithstanding any declarations to the contrary, authorized to use payment received to settle any obligations which are payable, including reminder fees resulting from the prosecution of its claims, for expenses, for debtor research, for interest or interest for delay and, finally, for the principal payment. In case of default, the trade partner is legally obligated to completely refund all reminder fees, costs and cash payments in connection with the settlement of outstanding debts. WESTTECH's headquarters (principal office) has been fixed as the place of performance for the trade partner's payment.

c) Effects of Arrears: On default of payment the trade partner has to pay 1% interest on arrears per month for the overdue amount, a formal notification for this is not required. Interests payable on arrears are due immediately. In addition, the trade partner is obligated to refund WESTTECH all costs caused by arrears, such as expenditures for reminders for payments, collection attempts, warehouse charges and lawyer's fees (judicial or extra-judicial). On default of payment by the trade partner, WESTTECH is, without prejudice to any rights, authorized to stop their goods and/or to prolong delivery periods adequately, to set the maturity date immediately for outstanding debts arisen from this or other transactions and to pick up already supplied goods, without exonerating the trade partner of any of its duties. If payment is made by instalment, deadlines have to be fixed and met. If just one single instalment is not paid on time, the complete outstanding payment is due immediately. If deadlines are not met, interest for late payment are invoiced according to the rules mentioned above.

4. Obligations of a Trade Partner: When installations are made by members of WESTTECH, the trade partner is obligated to make all necessary arrangements in order that the employees can start working immediately after their arrival. The trade partner is responsible for arranging the necessary technical prerequisites for the work that has to be done and for the purchased goods that are given, and has ensure that the technical installations, such as supply pipes, cable networks and the like are in a technical condition free of defects, ready for operation, and compatible with the purchased goods that are to be fabricated by WESTTECH. WESTTECH is entitled but not obligated to examine these installations for additional charges. There is neither any obligation for WESTTECH to check documents, given tasks or instructions by the trade partner, nor warn and explain and there is no legal liability for WESTTECH regarding these issues. The order is given independently of possible necessary governmental permits and authorizations that have to be obtained by the trade partner.

5. Prohibition of Set-offs and Cessions: The trade partner is not entitled to set his claims off against WESTTECH's claims. Further, the trade partner may only cede rights from its contractual relationship with WESTTECH (in particular claims for warranty and compensation) to a third party, if there is an explicit approval which complies with a formal requirement of paragraph 1.

6. Security Rights: The trade partner is required to file a security interest (UCC-1) with respect to the delivered products with the secretary of state in the state where the products are located, with WESTTECH named as secured creditor, as long as the goods are not fully paid. a) Reservation of ownership Rights: All goods remain property of WESTTECH company until the stipulated price (including all fees and charges) is fully paid. This applies for the time after the delivery as well. As long as there are any open claims from contracts between WESTTECH and the trade partner, the trade partner must not sell, let, lend or mortgage any goods, give them away or take them abroad, unless they have the consent of WESTTECH. The reservation of ownership rights remains valid even in the case when third parties acquire rights for the goods in good faith. Until the outstanding debts are fully paid, WESTTECH has the right to check the existence and the condition of the goods at any time. Should a third party impound the goods, the trade partner has the duty to inform WESTTECH immediately by sending a registered letter. The record of the seizure, as well as the statutory declaration of the fact that the impounded good is identical with the goods consigned by WESTTECH and has not been paid for yet, are to be enclosed in the letter. In case of bankruptcy or Chapter 11 proceeding, the trade partner is obligated to inform WESTTECH immediately and to separate out all articles and claims that are under reservation of their ownership rights. Costs for any interventions have to be covered by the trade partner. Seizure of goods, consigned under reservation of ownership rights on behalf of WESTTECH, is not a relinquishment from reservation of ownership rights. WESTTECH is authorized to sell goods that have been taken back to third parties, without having to check the adequacy of the sale price. The proceeds from the disposal of the returned goods are to be subtracted from the original asking price. The resulting sum plus taxes and all costs that are related to the enforcement of the reservation of ownership rights, has to be refunded to WESTTECH or to be accounted for with already paid amount by the trade partner.

b) Assignment of Security Interest:

The trade partner has to cede all claims that arise from disposals, processing, mixing, utilization or usage of products delivered by WESTTECH to WESTTECH for levy. In case of other claims for damages, the trade partner commits itself to document all its payments in its books and invoices until all the charges are paid off completely according to the rules under paragraph 3 and to point them out to its debtors. The trade partner has to make available all documents and information that are necessary for the enforcement of his ceded claims and demands to the contractor, on request.

c) Liens:

To secure their claims in this and other legal transactions with the trade partner, WESTTECH has the right to retain products and goods until all open claims are settled. In addition, WESTTECH is authorized to retain products which were given to WESTTECH for adaptation or modification, in order to secure their claims from this and other business relations with the trade partner, until all open claims in the business relation are settled. The trade partner is obligated to agree with the goods' utilization by WESTTECH, in case of failure to meet its obligations. WESTTECH is authorized to use the receipts from the utilization to settle existing debts from this and other business relations with the trade partner, under analogous application of regulations given in 3.b) concerning cancelled orders.

d) Bank Guarantees, Securities, etc.: If bank guarantees, declarations of security interests or other securities are used in order to guarantee the claims of WESTTECH, the trade partner has to verify them in writing before orders are accepted. If WESTTECH accepts the order without verification they are authorized not to render their goods until evidence is offered. The time of delivery starts and runs in accordance with the rules of paragraph 7

7. Terms of Delivery, Purchase, Default of Acceptance:

Any time limits set by WESTTECH, especially delivery dates, are only mandatory, if they have been confirmed in writing. Any alterations to original orders – for whatever reasons – result in the cancellation of fixed dates or time limits, unless other arrangements have been made. Time limits

and performance deadlines are extended or postponed accordingly, in case of acts of God or in case of hindrances, such as breakdowns, sovereign measures or interventions, difficulties with energy supply, loss of a difficult to replace supplier, strikes, hindrances in traffic routes, delay in customs clearance, etc., which influence delivery or service. Unless other arrangements have been made, the delivery period starts at the earliest on the date of the confirmation of order, on the date of compliance of all technical, commercial or other conditions that are incumbent upon the trade partner, or on the date when WESTTECH receives an arranged deposit or surety. Of those three mentioned dates, the one that occurs latest is the one that determines the onset of the delivery period. The trade partner has to accept WESTTECH's goods, as soon as WESTTECH demonstrates readiness for delivery of goods. The trade partner must not reject acceptance because of minor deviations. If the trade partner defaults in acceptance of orders, WESTTECH is – after having set an additional grace period of a maximum of 14 days – obligated to rescind the contract and/ or to claim damages because of non-fulfilment. If the trade partner does not accept goods that have been agreed upon, even though WESTTECH is ready for the provision of their goods, the trade partner must pay all stipulated charges, or an adequate part. In addition, WESTTECH is authorized, to retreat from this contract and/or to claim damages for non-fulfilment. WESTTECH is authorized to make deliveries in part or preliminary deliveries and to charge them. If a delivery was arranged to be ready on call (request) the service or the purchased good are regarded as requested six months after the order, at the latest. Joint liability is thereby excluded.

8. Risk Liability and Consignment The trade partner assumes the risk of loss, as soon as the firm accepting the order holds the purchased goods ready in the plant or in the store, regardless of whether WESTTECH has handed over the goods to a carrier. Consignment, loading and unloading, as well as transport are always at the trade partner's risk. The trade partner accepts every kind of appropriate consignment. Transport (cargo) will only be insured, if the trade partner has ordered this in writing. In case of consignment, WESTTECH is authorized to collect the money for packing and dispatch, as well as the charges, or the purchase price from the trade partner (who has to pay on delivery), if the trade partner's financial circumstances worsen or if an arranged credit limit is exceeded. WESTTECH's plant (head office) is the place of fulfilment of all contractual obligations.

9. Guarantee, Liability, and Liquidated Damages for Breach of Contract: WESTTECH gives guarantee according to the following regulations: a) THE GUARANTEE FOR MOVABLE AND UNMOVABLE GOODS IS LIMITED IN TIME TO 6 MONTHS, starting with the risk transition according to the terms and conditions given in this document. b) Within the time limit mentioned above, the guarantee covers defects that were already present at the handover/delivery. Evidence for this has to be proffered by the trade partner. c) The trade partner has to document defects in writing after it has received the goods, and describe the defects and possible causes in detail; otherwise the trade partner loses his claim for damages and warranty. Notice of defects has to be given on WESTTECH's plant. After the consignment/handover, complaints can be no longer be accepted. Should the need arise, the trade partner has to engage experts to examine the goods before the handover takes place – at his own costs. In case of non-compliance. later complaints claiming that defects were hidden, are not accepted. **ADDITIONAL CLAIMS FOR WARRANTY ARE RULED OUT.** In addition, claims for damages or warranties are ruled out, if technical installations that have to be supplied by the trade partner itself (or by people acting on its behalf), such as supply pipes, cables, networks or things alike, are not in a technically flawless condition and ready to operate, or if they are not compatible with products that were purchased from or that are to be manufactured by WESTTECH. Further, claims for damages or warranties are unacceptable: if defects were caused by incorrect usage or over-use; if legally required regulations or operating and installing instructions issued by WESTTECH were not followed; if the delivery item was made according to instructions of the trade partner and those instructions or the outlines/drafts caused the defect; if the assembly, installation or commissioning was done incorrectly by the trade partner or a third party; if there are normal wear and tear or damages in transit; if a product is stored improperly; if operating conditions are causing damages of any kind (e.g. inadequate power supply); if there were any chemical, electrochemical or electrical impairments; if products are not maintained properly, or if services are done badly. WESTTECH IS AUTHORIZED TO MAKE (OR ORDER) ANY INVESTIGATIONS, WHICH ARE REGARDED AS NECESSARY BY WESTTECH, EVEN IF THE GOODS OR WORK PIECES MIGHT GET UNUSABLE AS A RESULT. If those investigations prove that the examined defects were not caused by WESTTECH, the trade partner has to accept the reasonable costs for the investigation. If goods or services are made according to information, drawings, schemes, models or other specifications from the trade partner, WESTTECH can only guarantee for workmanship according to the prescribed conditions. If the trade partner tampers with purchased goods or makes any changes without having obtained written authorization by WESTTECH, WESTTECH's warranties and their duty to pay for compensation lapses. If secondary claims for warranty are asserted, WESTTECH is authorized to remedy these claims by offering price reduction, unless major and non-recoverable defects are involved. All costs that are related to the correction of defects, such as charges for transport, loading, unloading or travelling costs are at the expense of the trade partner. On WESTTECH'S request, the trade partner has to provide the necessary workforce free of charge. In case of warranty, the item or part in question shall be replaced, or, if applicable, repaired. WESTTECH IS ONLY LIABLE FOR DEFECTS WITHIN THE FRAMEWORK OF GUARANTEE GIVEN BY THE SUPPLIERS. SPENT COSTS FOR WAGES, REMOVALS, INSTALLATIONS, DISPATCH OR TRANSPORT ARE EXCLUDED FROM WARRANTY. THE TRADE PARTNER MUST NOT CLAIM REIMBURSEMENT OF COSTS FROM WESTTECH FOR SELF-MADE CORRECTIONS OF DEFECTS, unless this was explicitly agreed upon by WESTTECH before the correction of defects. Corrections of defects by WESTTECH do not affect the time limit of the warranty. Corrections or attempts to improve items do not extend the originally stipulated time limit of six months, starting with the date of delivery. The trade partner is not entitled, to claim reimbursement of costs from WESTTECH for self-made corrections of defects, unless he has written permission by WESTTECH. WESTTECH IS NOT LEGALLY LIABLE FOR DETRIMENTS TO THE TRADE PARTNER, SUCH AS DELAY, IMPOSSIBILITY, BAD IMPLEMENTATION, NON-CONTRACTUAL LIABILITY, OR FOR ANY OTHER LEGAL JUSTIFICATION, UNLESS DAMAGES WERE MADE ON PURPOSE OR CAUSED BY GROSS NEGLIGENCE. The trade partner bears the burden of proof for: damage occurrence, the extent of damage, causality, illegality and fault. **EXCLUSION OF LIABILITY/WARRANTY APPLIES PARTICULARLY TO CLAIMS FOR COMPENSATION OF: CONSEQUENTIAL DAMAGES, INDIRECT DEFECTS, LOST PROFIT, LOSS OF INTEREST, OTHER ACTUAL LOSSES, LOSSES ARISING FROM DISCONTINUITIES/INTERRUPTIONS OF WORK, LOSS OF DATA, BREACH OF THE OBLIGATION TO PROTECT THIRD PARTIES AND THIRD PARTIES' DEMANDS FROM THE TRADE PARTNER.** In case of engagement of a third party, the trade partner must keep WESTTECH free from complaints and damages. WESTTECH'S LIABILITY IS IN ANY CASE LIMITED ACCORDING TO AMOUNT – the maximum being the stipulated charge or the purchase price of the order in question. Contracts are only accepted with the provision of this limitation of liability. **ADDITIONAL LIABILITY OF THE FIRM ACCEPTING THE ORDER IS**

EXPLICITLY RULED OUT. If the total damage exceeds the maximum amount, then all aggrieved parties' claims for compensation decrease proportionally. The trade partner has to inform WESTTECH immediately about detected defects of goods; otherwise all rights for claims are lost. Claims for compensation must always be asserted **WITHIN SIX MONTHS AFTER THE HANDOVER OF THE GOODS AS SOON AS DAMAGES ARE DISCOVERED;** otherwise all right for compensation is lost. The obligation to document defects in writing immediately after receipt of goods and to describe defects and possible causes (mentioned under 9.c) remains valid. The trade partner may claim improvements or replacement of goods as compensation; only if both is impossible or, if it would cause disproportional expenses for WESTTECH, the trade partner may demand financial substitutions. In case of failure to comply with necessary conditions for assembly, implementation and usage, or with government agency admission requirements, liability is excluded in general. The trade partner is obligated to ensure that every user follows the operating instructions for the supplied goods. It is important for the trade partner to train its employees and other people, who work with the supplied goods and instruct them accordingly. The trade partner has the duty to transfer the non-warranty clause for product liability claims to his contracting parties and bind them by contract.

If the trade partner is sued under a product liability cause of action, the trade partner cannot take regress against WESTTECH. The trade partner has to carry a product liability insurance that adequately protects itself and, ultimately, WESTTECH. If liquidated damages are agreed upon for breach of contract, the enforcement of a claim for damages that exceed such liquidated damages are ruled out. If, however, the actual damages are lower than the agreed upon liquidated damages, WESTTECH is authorized to pay actual damages only.

10. Revocation, Cancellation of a Contract, Liquidated Damages for Non-Performance: In case of default, WESTTECH is entitled to withdraw from the contract without granting a grace period. WESTTECH is then authorized to bill all the goods that were ordered and produced before the cancellation of the contract and to make the charges payable. The regulations under paragraph 3.b concerning maturity and payment obligations are similarly applicable. If the trade partner files for bankruptcy in federal court, WESTTECH may void the contract. In case of bankruptcy of the trade partner, the contractual relationship automatically terminates. In such case, WESTTECH may, in its own discretion, offer to continue to fulfil its contractual obligations. If the fulfilment of the contract becomes impossible due to reasons not caused by WESTTECH, WESTTECH's contractual obligations are extinguished. In addition, WESTTECH is authorized to withdraw from a contract, if WESTTECH learns of certain circumstances (after the contract has already been entered into) which raise doubts about the trade partner's willingness or capacity to fulfil contract. In case of such a withdrawal, the trade partner is not entitled to any claims and has no rights against WESTTECH. The trade partner waives its right to modify the contract because of mistakes.

11. Business Trade Mark Rights: The trade partner is responsible to ensure that trade or service mark rights of third parties are not interfered with by designs, drafts, models or other specifications that are handed over for production. In case of failure to comply with trade and service mark rights, the trade partner shall hold WESTTECH harmless. Software, schemes, draft versions, cost estimates and other technical documentation, which can also be part of an offer, as well as samples, catalogues, brochures, maps, and suchlike, remain WESTTECH's intellectual property at all times. All form of utilization, duplication, reproduction, distribution or issuance to third parties, publication or presentation is forbidden, unless the trade partner receives WESTTECH's explicit approval.

12. Software If software components or computer programs are part of the service or purchase, WESTTECH grants the trade partner the right of use (which is non-transferable and non-exclusive) on the stipulated site, provided that contractual conditions and documents (e.g. operating instructions) are complied with. The trade partner must not duplicate or reproduce software, change it, re-engineer it, make it available to third parties, or use it for any other purpose than the ones that were explicitly agreed upon, without having received WESTTECH's explicit and written permission beforehand, otherwise the trade partner forfeits all rights. This applies especially to the source-code. Regarding the software, there is only the guarantee that the software matches the specifications stipulated at the completion of the contract, provided that the software is used in accordance with the installation demands/regulations and suitable for the respective operating condition. WESTTECH cannot guarantee a software, which is free from defects, or a continuous or error-free functioning of the software. WESTTECH cannot rule out the possibility of malfunctions or defects of the software. The trade partner must provide the hardware that is necessary for using the software, unless such hardware is included in the scope of service (according to the contract). WESTTECH does neither promise warranty, nor is the company liable when the software does not work because of lacking hardware requirements, which (should) have been provided by the trade partner according to the regulations. The trade partner has to choose from and specify the software provided by WESTTECH and must assure that such software is compatible with the technical conditions on site. The trade partner is responsible for the use of the software and the resulting outcomes. For custom-made software, the customer requirement specification (which must be agreed upon by the contracting parties in writing) solely prescribes: capability characteristics, special functions, prerequisites for hard- and software, requirements for installation, operating conditions and handling of the software. Information that is necessary for programming custom-made software is to be provided by the trade partner before the completion of the contract.

13. Secrecy, Data Protection: Trade partners are obligated to keep confidential information and trade secrets confidential and to use them only for the legitimate completions of tasks, not for their own advantages or for those of third parties. The same applies to other confidential information or matters of third parties, which are confided or are learned in connection with the fulfilment of orders. The obligation for confidentiality does not extend to information that is already known, or information that is learned outside the contract. Additional legal obligations to maintain secrecy are unaffected. Such obligations for secrecy remain valid even after the completion of the contract.

14. General Clauses: Legally void clauses of the contract do not influence the validity of the other clauses. In such case, the contracting parties must replace these legally void clauses by clauses that approach as closely as possible the economic interest and the legal purpose of the legally void clauses. The trade partner has to notify WESTTECH immediately and in writing about important changes, such as any alterations to their name, the company, address or its legal form. Place of performance for both contracting parties is the principal office of the trade partner. The contracting parties agree that Austrian Law governs this contract. Both parties agree to submit all disputes in connection with this contract to the exclusive jurisdiction of the Austrian Court in Wels. Both parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply. In the event that any suit or action is instituted under or in relation to this contract, including without limitation to enforce any provision in this contract, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this contract, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.