

General Terms and Conditions of Sale and Delivery of voestalpine Automotive Components Linz GmbH

1. Area of Applicability

The following General Terms and Conditions of Sale and Delivery (hereinafter: "General Terms of Delivery") shall exclusively apply to all current and future legal relationships between voestalpine Automotive Components Linz GmbH ("vac Linz") and the Customer with respect to the purchase of movable goods ("Deliverables") and related services ("Services"). By placing an order or accepting delivery of the ordered goods (at the latest), the Customer acknowledges that these General Terms of Delivery alone are binding. If the Customer utilizes conflicting, divergent or supplementary terms and conditions, they shall not apply to vac Linz even if vac Linz does not expressly object to them. Objection is hereby raised to all references or statements by the Customer that its own General Conditions of Purchase or other divergent terms and conditions apply. These General Terms and Conditions of Sale and Delivery shall also apply to all future transactions with the Customer.

2. Offers, Contract Formation, Approval of Drawings

- 2.1 The offers made by vac Linz are subject to change and should only be understood as invitations to place an order.
- 2.2 By placing an order, the customer makes an offer by which it is bound for two weeks from receipt by vac Linz. No contract shall come into existence until vac Linz issues a written order confirmation, and any such contract shall be based solely on the content of the order confirmation and/or these General Terms and Conditions of Delivery. Oral agreements or promises must be confirmed by vac Linz in writing to be valid.
- 2.3 vac Linz reserves all rights to its own sales documents (particularly its drawings, illustrations, information on weights and dimensions, production specifications and product requirements, process descriptions, feasibility studies, calculations and costing disclosures) as well as the samples. They

may not be made accessible to third parties without the written consent of vac Linz and must be promptly returned or irreversibly destroyed at the request of vac Linz.

2.4 The ordered Deliverables shall always be produced by vac Linz to the specific requirements of the Customer – at times with the assistance of third parties and/or individual companies belonging to the voestalpine Group. Therefore, the Customer must, in particular, attach the relevant descriptions of properties, technical data, weights, plans, sketches, dimensions, current drawings, product requirements, material specifications, etc., to the respective order (hereinafter: the “Specifications of Properties”). The Parties must expressly agree on these Specifications of Properties in writing.

2.5 The Specifications of Properties shall originate exclusively with the Customer and be provided to vac Linz by the Customer, and vac Linz shall produce the Deliverables in accordance with the Specifications of Properties. vac Linz shall not be required to examine the Specifications of Properties and other documents submitted by the Customer for accuracy, feasibility or practicability. The Specifications of Properties shall always require the express written approval of the Customer (e.g. based on approval drawings with dimensions, material tolerances, delivery condition, etc.). Otherwise, vac Linz shall not be required to perform. Therefore, vac Linz shall have no construction and design responsibility for the Deliverables.

3. Approval for Production

3.1 To the extent that the Parties have agreed on approval for production of the Deliverables to be manufactured, this shall take place at the respective vac Linz factory, unless otherwise agreed in writing. The Customer’s pre-production approval must be in writing.

3.2 The Customer shall issue its approval for production based on an approval drawing provided to the Customer by vac Linz. vac Linz is not required to produce (and deliver) the Deliverables before the written approval for production has been issued by the Customer.

3.3 By issuing the written approval for production, the Customer confirms that the properties of the Deliverables are in conformity for purposes of production. vac Linz fulfills its contractual (quality) obligations by delivering items that conform to the accepted approval drawing.

4. Delivery Periods and Deadlines

4.1 Delivery periods and deadlines are only binding if they have been confirmed by vac Linz in writing and if the Customer has communicated or provided vac Linz in a timely manner with all the information, Specifications of Properties, approved plans, documents, permits and approvals necessary to carry out delivery and has made any agreed-upon advance payments in accordance with the contract. Agreed-upon periods shall commence on the date of the order confirmation or notice of acceptance. If there are additional or expanded orders at a later date, the periods shall be extended accordingly.

4.2 Unforeseeable, unavoidable events, which are beyond the control of vac Linz and are not the responsibility of vac Linz (such as force majeure, war, natural catastrophes, strikes, lock-outs, cyberattacks, governmental actions, shortages of energy or raw materials, damage from fire and explosion, disruptions of traffic or operations, orders from higher authorities or similar events) shall release vac Linz from the obligation of timely delivery or performance for the duration thereof. This applies even if these events occur at a time when vac Linz is in default. Agreed-upon periods shall be extended for the duration of the disruption. The Customer shall be informed of the onset of the disruption in a reasonable manner. If the end of the disruption is not foreseeable or if it lasts for more than two months, either Party shall be entitled to rescind the contract with respect to the affected scope of performance.

4.3 Late deliveries of raw materials or supplier components and transport problems, for which vac Linz is not responsible, shall automatically result in a reasonable extension of the delivery period. In such cases, vac Linz must

give the Customer prompt notice of the occurrence of the aforementioned circumstances. If the extension of the delivery period exceeds four weeks, the right to a timely resort to self-help is reserved.

4.4 If there are delays in deliveries by vac Linz, the Customer shall only be entitled to rescind the contract if vac Linz is responsible for the delay and a reasonable grace period for delivery, provided by the Customer, has expired without delivery. In any event, the customary production times in the industry shall be taken into account in determining to the reasonableness of the grace period.

4.5 If the Customer is in default of acceptance or violates cooperation requirements, vac Linz shall be entitled – irrespective of its other rights – to either appropriately store the Deliverables at the risk and expense of the Customer or rescind the contract, at the option of vac Linz.

4.6 vac Linz can make partial deliveries if this is justified, and reasonable for the Customer.

4.7 vac Linz's delivery to the Customer shall not constitute agreement to any contractual documents unilaterally prepared and sent by the Customer (e.g. orders), which are inconsistent with vac Linz's offer or the documents on which vac Linz's offer is based. Therefore, delivery is made subject to an express, written contract between the Contracting Parties with respect to the applicable contract terms and underlying contract documents in the specific case.

5. Shipping, Transfer of Risk, Insurance

5.1 The Deliverables shall always be transported on special pallets, which must each be manufactured specifically for this purpose. The relevant details (including who shall bear the costs) shall be set forth in the respective contract or written order confirmation.

5.2 Subsections 5.3 to 5.5, below, shall only apply to the extent that the Parties have not effectively agreed to adopt Incoterms 2010 or if Incoterms 2010 contain no appropriate and effective provisions:

5.3 Unless otherwise agreed by the Parties, the Deliverables shall be shipped FCA from the vac Linz factory.

If a delivery item is not picked up in due time, vac Linz shall arrange for its transport by a reasonable route at the expense and risk of the Customer, irrespective of its other rights. In other respects, vac Linz continues to reserve its rights under Subsection 4.5.

5.4 If the Parties have agreed to a delivery but not defined the terms of delivery with precision, vac Linz shall decide on an appropriate means of transport and the freight forwarder or freight carrier. vac Linz shall deliver the Deliverables or make them available in unpacked condition and unprotected against corrosion.

5.5 The risk shall pass from vac Linz to the Customer when vac Linz hands over the Deliverable to the transport company or to the Customer itself. If the hand-over or shipment is delayed for reasons that are the responsibility of the Customer, the risk shall pass to the Customer on the date the Customer is notified that the Deliverable is ready for dispatch.

5.6 Unless otherwise agreed, transport shall be the responsibility of the Customer in accordance with Subsection 5.3 (so-called customer pick-up e.g. Incoterm FCA, EXW). In this case, the Customer shall, on its own initiative, send vac Linz suitable proof

- a) of transport from Austria to the rest of the Community territory within the meaning of Regulation (Federal Law Gazette) 401/1996 in conjunction with Art. 7 of the Single Market Rules (BMR) and
- b) of transport from Austria or the rest of the EU to a third country within the meaning of Sec. 7 (4) and (5) of the German Value Added Tax Act (UstG)

within one month after delivery for purposes of rendering the delivery tax exempt.

In addition to the consignment documents, such as a complete CMR or a freight forwarder's certificate, this may also include: for a) a completely filled out so-called shipment declaration and for b) a certificate of exit of the goods in accordance with Article 334 of the Implementing Regulation (EU) No. 2105/2447 of the Commission of November 24, 2015 with details on the implementation of the provisions of Regulation (EU) No. 952/2013 of the European Parliament and of the Council on Establishing the Customs Code for the European Union.

- 5.7 If the Customer breaches its obligations under Subsection 5.6, vac Linz shall be entitled to charge the 20% statutory value-added tax on the purchase price plus any late payment fines without stating the reasons, and the customer shall be obliged to pay this tax to vac Linz within of 5 business days.

6. Prices, Payment Terms

- 6.1 Unless otherwise agreed by the Parties in writing, the prices agreed upon by vac Linz and the Customer shall be fixed prices. In particular, vac Linz's offer can contain price adjustment clauses, which are agreed upon by the Parties and appropriately bind the Customer.
- 6.2 Unless otherwise expressly agreed by the Parties in writing, all vac Linz prices are understood to be quoted in euros ex works vac Linz, excluding the respective statutory value-added tax, packaging, shipping and insurance costs and any taxes and import duties incurred.
- 6.3 vac Linz shall be entitled to issue partial invoices for partial deliveries within the meaning of Subsection 4.6.
- 6.4 Unless otherwise agreed by the Parties, every vac Linz invoice related to series parts shall be due and payable without deduction by the 15th of the month following delivery to the Customer. If this period expires without payment, the Customer shall be in default.

6.5 Unless otherwise agreed by the Parties, the due dates of the vac Linz euro-denominated invoices related to the costs of tools shall be staggered as follows:

30% when the order is placed, i.e. by transmission of the order confirmation from voestalpine to the Customer

30% at the completion of designing and the commencement of procuring materials

30% with the first off-tool parts and

10% at SOP

If changes lead to deadline shifts, the deadlines when the order was placed shall remain relevant to payments for tools.

6.6 The Customer shall be deemed to have made payment only when vac Linz can freely dispose of the amount in its entirety.

6.7 If the Customer is in default of payment, vac Linz shall be entitled to demand default interest in the statutory amount. The right of vac Linz to claim additional default damages shall remain unaffected.

6.8 The Customer is only entitled to a set-off if its counterclaim is uncontested or has legally enforceable. The Customer is not entitled to a set-off against vac Linz for counterclaims against other companies affiliated with vac Linz.

6.9 The Customer shall only be entitled to a right of withholding if its counterclaim is based on the same contract and is uncontested and has been recognized by vac Linz in writing or is legally enforceable.

6.10 If, after concluding the contract, vac Linz realizes there is a risk that the Customer will not pay, vac Linz shall be entitled to make outstanding deliveries only if prepayment is made or collateral is provided. If prepayment is not made or collateral is not provided by the end of a reasonable grace

period, vac Linz can stop making deliveries until prepayment is made or collateral is provided or rescind some or all affected contracts, in whole or in part. vac Linz shall remain at liberty to assert additional rights.

7. Retention of Title

7.1 The Deliverables shall remain the property of vac Linz until full payment has been made for all vac Linz's claims arising from the business relationship with the Customer.

7.2 In the case of a running account, the reservation of ownership shall be deemed to secure vac Linz's claim for the balance due.

7.3 The Customer may only sell the Deliverables subject to reservation of ownership (the "Products Subject to Reservation of Ownership") in the ordinary or usual course of business. The Customer hereby assigns its claim based on the resale of Products Subject to Reservation of Ownership to vac Linz, including if they were processed, modified or mixed, and vac Linz hereby accepts the assignment. The Customer is granted revocable authorization to collect on the claims, which have been assigned to vac Linz, in its own name but in trust for vac Linz. The Customer is only entitled to dispose of the Products Subject to Reservation of Ownership by resale with deferred payment of the purchase price under the condition that it informs the second buyer of the assignment of claims as security or notes the assignment in its business records, simultaneously with the resale. Upon request, the Customer shall notify vac Linz of the assigned claims and their debtors and provide all information and documents necessary for vac Linz to collect on the claims and shall inform the third-party debtors of the assignment. In the event of an attachment or the assertion of other claims, the Customer shall disclose vac Linz's right of ownership and notify vac Linz immediately. vac Linz can revoke this authorization and the Customer's entitlement to resell if the Customer is in default on cardinal obligations, such as the obligation to make payment to vac Linz. In the event of such revocation, vac Linz shall be entitled to collect on the claims itself. The Customer is not entitled to pledge the Products Subject to Reservation of

Ownership, to assign them by way of security or to make other dispositions that jeopardize the ownership rights of vac Linz. If the Customer sells the Products Subject to Reservation of Ownership after processing or modifying them or combining or blending them with other goods, or otherwise together with other goods, the assigned claim shall be deemed to apply only to the portion of the price agreed upon by the Customer and vac Linz, plus a safety margin of 10% of that price.

- 7.4 Any processing or modification of the Products Subject to Reservation of Ownership by the Customer is always undertaken on behalf of vac Linz. If the Products Subject to Reservation of Ownership are processed with other items, vac Linz shall acquire co-ownership of the new item in the ratio of the value of the Products Subject to Reservation of Ownership to the other processed items at the time of processing. In other respects, the same shall apply to the new item created by processing as applies to items delivered subject to reservation of ownership.
- 7.5 If Products Subject to Reservation of Ownership are combined or blended with other items, vac Linz shall acquire co-ownership of the new item in the ratio of the value of the Products Subject to Reservation of Ownership to the other items at the time of the combining or blending. If the combination or blending is done in such a way that the Customer's item is considered to be the main component, it is deemed agreed that the Customer transfers pro rata co-ownership to vac Linz. The Customer shall safeguard the joint property for vac Linz.
- 7.6 The Customer shall provide vac Linz with all requested information regarding the Products Subject to Reservation of Ownership or the claims assigned to vac Linz thereunder at any time. The Customer shall immediately report any attachment of or claims against Products Subject to Reservation of Ownership by third parties to vac Linz and shall hand over the necessary documents. At the same time, the Customer shall notify the third party(ies) of vac Linz's reservation of ownership. The Customer shall bear the costs of defending against any such attachments or claims.

7.7 To the extent possible, the Customer shall separately label the Products Subject to Reservation of Ownership as the property of vac Linz and treat them with care for the duration of the reservation of ownership.

7.8 If the realizable value of the collateral exceeds the entirety of vac Linz's secured claims by more than 10%, the Customer shall be entitled to demand release of the collateral to this extent.

7.9 To the extent that the reservation of ownership cannot take effect at the foreign destination of the Deliverables or Products Subject to Reservation of Ownership, or cannot take effect to the extent envisioned herein, the Customer shall duly cooperate in providing the amount of collateral that most closely approximates a reservation of ownership in scope and effect.

8. Acceptance

8.1 To the extent that the Parties have expressly agreed on an acceptance procedure for the Deliverables, acceptance shall take place at the vac Linz (supply) factory, unless otherwise provided.

8.2 Unless otherwise agreed, each Party shall bear the costs it incurs with respect to acceptance.

8.3 Acceptance cannot be refused due to immaterial defects.

8.4 A Deliverable shall be deemed to have been accepted if, after completion of the Deliverable, vac Linz grants the Customer a reasonable acceptance period and the Customer does not refuse acceptance within this period, citing to at least one defect.

8.5 After acceptance, vac Linz shall be entitled to deliver the accepted items to the Customer or to appropriately store the Deliverables at the expense and risk of the Customer.

8.6 Upon acceptance, the risk for the Deliverables passes to the Customer.

9. Properties, Customer's Rights with respect to Defects, Duty to Inspect

9.1 When risk passes to the Customer, the Deliverable

- (i) shall have the agreed-upon properties; this shall be measured exclusively by the specific written agreements adopted by the Parties in writing regarding the characteristics, features and performance characteristics of the Deliverable, including services ("Agreement on Properties"), and
- (ii) shall conform to the approval drawing confirmed by the Customer (to the extent that approval for production has been agreed upon).

vac Linz makes no general warranty that its Deliverables will be suitable or can be used for certain purposes undertaken by the Customer and brought to the attention of voestalpine (the Customer shall bear the entire suitability and usability risk), unless vac Linz has expressly warranted that the Deliverable is suitable or can be used for the intended purpose in writing.

In particular, vac Linz also provides no warranty for any use or processing/reworking of the Deliverable outside the technical and/or mechanical parameters set forth in the agreed-upon Specifications of Properties.

The Customer alone is responsible for deciding whether a Deliverable that conforms to the Agreement on Properties is suitable for a certain purpose and type of use.

9.2 If the Deliverable is processed in accordance with the Specifications of Properties created and/or approved by the Customer (cf. Subsection 2.3), its properties shall be measured exclusively by these Specifications of Properties (and any other Agreement on Properties concluded by the Parties in writing). The Customer shall have no warranty claims against vac Linz for defects in the Deliverable that are attributable to the Specifications of Properties. In particular, the Customer alone is responsible for the accuracy and feasibility

of all Specifications of Properties which are developed by the Customer and provided to vac Linz and approved, and any supplements thereto.

- 9.3 To the extent that the Parties have agreed to an approval of the Deliverable for production (cf. Section 3) and the Deliverable conforms to the prototypes and samples approved by the Customer, the latter shall have no warranty claims against vac Linz (as long as the other agreed-upon Specifications of Properties have also been met).
- 9.4 Information on prices and in other informational materials and product descriptions provided to the Customer by vac Linz (including factory standards, material datasheets, test certificates, etc.) may not be construed to be guarantees of certain properties of the Deliverable. Any warranted properties must be expressly agreed upon in writing by vac Linz and the Customer.
- 9.5 Quantity and weight deviations in up to 10 % of the order quantity per delivery, which are customary in the trade or production-related, are permissible. Deviations in quality and/or properties, which are customary in the trade and are caused by the Deliverable and its manufacture are also permissible.
- 9.6 The Customer shall have no warranty claims against vac Linz in the following cases:
- (i) Unsuitability of Deliverables for their intended purpose, if they were manufactured in accordance with the Customer's plan, e.g. based on the Customer's drawings, specifications or the like;
 - (ii) unsuitable or improper use/adaptation/processing of the Deliverable;
 - (iii) faulty installation or start-up of the Deliverable by the Customer or a third party;
 - (iv) ordinary wear and tear on the Deliverable;
 - (v) chemical, electrochemical and/or electrical influences for which vac Linz is not responsible.

Technical consultations by vac Linz generally constitute a service of an informational nature and therefore serve merely as technical guidance. To the extent that the content of the technical consultations did not expressly become part of the content of the written contract, no claims of any kind can be derived from them.

- 9.7 The prerequisite for the Customer to assert any rights based on defects in the Deliverable is for the Customer to inspect the item after delivery and promptly inform vac Linz of any such defects in writing no later than seven calendar days after delivery, indicating the invoice number. In all cases, vac Linz shall be given prompt written notice of obvious transport damage and incomplete or obviously incorrect deliveries. Hidden defects must be reported to vac Linz in writing promptly after their discovery. In addition to the statutory requirements for such notices, the notice of defect must be designed to enable definitive attribution of the defective item to the delivery made by vac Linz, and traceability. In particular, this requires the Customer to designate the delivery slip number and the invoice number as part of the notice of defect. In the event of improper or belated notice of defects, the legal consequences set forth in Sec. 377 of the Austrian Commercial Code (UGB) shall apply. Reference is made to the applicability of Sec. 378 UGB.
- 9.8 With every notice of defect, vac Linz shall have the right to inspect and test the disputed Deliverable, to the extent necessary, within a reasonable period of time, no more than five business days after an appropriate request. The Customer shall grant vac Linz the necessary time and opportunity to do so. vac Linz can also demand that the Customer send the disputed Deliverable back to vac Linz at vac Linz's expense.
- 9.9 If defects are legitimate and the complaint is proper and timely, vac Linz shall cure the defects, at its own option, by either delivering defect-free replacement items in the same quantity (with due consideration of the customary production times in the trade) or eliminating/removing any defects through repair (jointly referred to as "rectification").

- 9.10 vac Linz does not recognize or pay any flat-rate fees for complaints, damages or sorting. The costs of transportation, labor and materials as well as the road charges incurred for the purpose of rectification shall be borne by vac Linz. If the notice of defect turns out to be unjustified due to wrongful intent or gross negligence and if this was discernible to the Customer before issuing the notice of defect, the Customer shall compensate vac Linz for all expenses incurred in this regard (such as travel or shipping costs) and damages.
- 9.11 vac Linz can refuse to rectify the defect if it is only possible to do so at a disproportionately high cost or expense. The judgment as to whether the cost is disproportionate shall be made based on the circumstances of the individual case. In particular, disproportion shall be indicated if the chosen type of rectification exceeds the costs of a possible alternative type of rectification by more than 20% (so-called relative disproportion) or if the costs of rectification exceed 150% of the value of the item in defect-free condition or 200% of the reduced value due to the defect (so-called absolute disproportion).
- 9.12 If rectification fails or is unreasonable to the Customer or if vac Linz refuses to rectify the defect in accordance with Subsection 9.11 or Sec. 932 (2) of the Austrian Civil Code (ABGB), vac Linz shall provide a reasonable price reduction in accordance with the provisions of law (in a credit note procedure, if appropriate).
- 9.13 During the entire warranty period of 12 months from the relevant date of transfer of risk and peril, the Customer shall bear the burden of proving that any defects in the delivery were already in existence on the aforementioned date. Sec. 924 Sentence 2 ABGB shall not apply. The limitation period within which the Customer can assert its rights based on defects is 12 months. All claims asserted by the Customer based on inadequate fulfillment of contractual or statutory obligations shall, to the extent legally permissible, be subject to the provisions of Subsections 10.1 and 10.2 (Liability and Compensatory Damages). The statutory limitation periods shall apply to

damage claims asserted by the Customer on grounds other than defects in the Deliverable and to the Customer's rights with respect to fraudulently concealed or intentionally caused defects.

- 9.14 To the extent that vac Linz eliminates defects outside of the warranty or provides other services, it shall charge the applicable prices for these services on a time-expended basis.
- 9.15 The Customer's claims based on or in connection with defective deliveries, including any claims for damages, may not be transferred or assigned to third parties. The assertion of claims against voestalpine under Sec. 933b ABGB is expressly excluded.

10. Liability and Compensatory Damages

- 10.1 The liability of vac Linz shall be governed exclusively by the provisions of the above sections. To the extent permitted by law, vac Linz assumes no liability for any claims – on whatever legal ground – not expressly permitted therein (including with respect to its statutory representatives, employees, agents, vicarious agents, etc.). It also assumes no liability for damage claims based on slight negligence, for the payment of indirect damages or consequential damages (particularly due to production downtime or business interruptions), for lost profit or for positive damages in the form of lost revenues, unrealized savings, lost interest or purely pecuniary damages.
- 10.2 In addition, the total liability of vac Linz, on whatever legal ground, shall be limited to the benefits under its business liability insurance. Moreover, for breach of contractual obligations, the total liability of vac Linz shall be limited to a maximum of 100% of the order value for the individual deliveries that were the source of the losses (excluding any additional charges for shipping, packaging, storage or customs duties). This cap on total liability shall also include any claims for reimbursement of expenses, warranty claims and claims based on separately agreed-upon guarantees. In other respects, all

claims in connection with voestalpine's Goods and/or Services shall be time-barred no later than 18 months after the date on which risk and peril were transferred to the Customer. Any recourse claims for "product liability" by the Customer – or by third parties attributable to the Customer's sphere – are excluded, unless the party entitled to recourse proves that the product defect within voestalpine's sphere was caused by gross negligence.

10.4 The limitations on liability in Subsections 10.1 and 10.2, above, shall not apply in cases of strict liability under statute (particularly under the Product Liability Act (Produkthaftungsgesetz)), culpable bodily injury, loss of life or impairment of health by vac Linz, guarantees provided by vac Linz or fraudulently concealed defects.

11. Product Liability

If the Customer sells the Deliverable, it shall indemnify vac Linz *inter se* against product liability claims asserted by third parties to the extent that the Customer is responsible for the error triggering the liability.

12. Confidentiality

12.1 To the extent that the Parties have not concluded a separate confidentiality agreement, the following shall apply:

12.2 The Customer agrees to maintain strict confidentiality with respect to all confidential information, such as all technical, commercial and/or business information, including prices and payment terms, formulas and product compositions, illustrations, drawings, ideas, designs, electronically recorded data, product samples, etc., in verbal, written or electronic form (and other possible forms of presentation) – hereinafter collectively referred to as "Confidential Information" – which the Customer directly or indirectly receives from vac Linz in connection with this business relationship and all information in which vac Linz has a recognizable interest in confidentiality. The Customer shall also be strictly liable to vac Linz for ensuring that confidentiality is also maintained by all employees of the Customer and by

third parties to whom the Customer has made relevant information available with the consent of vac Linz. This obligation shall continue after the end of the agreement.

- 12.3 Data made available to the Customer under an agreement with vac Linz may only be used for the intended contractual purposes. To the extent that the data must be stored by the Customer or a third party utilized by the Customer, it must be protected as well as possible and irreversibly and verifiably deleted as soon as possible, but no later than the end of the contract. Deletion shall be confirmed to vac Linz in writing, upon request. The Customer shall promptly and expressly inform vac Linz, if there is actual or threatened unauthorized access of the data belonging to vac Linz.
- 12.4 Confidential Information may only be copied and disclosed in accordance with operating requirements and may only be copied for and disclosed to Customer employees who have a need to know the information for the agreed-upon purpose. Confidential Information may only be disclosed to third parties with prior written consent, and all reasonable precautions shall be taken to prevent third parties from gaining access to Confidential Information.
- 12.5 The aforementioned obligations relating to Confidential Information shall not apply if the Customer can prove the following:
- (i) the information was already generally available at the time of the disclosure or became generally available thereafter through no fault of its own;
 - (ii) the information was already in its possession at the time of disclosure;
 - (iii) the information was made available by a third party with no obligation to refrain from disclosing or utilizing the information, provided that this third party did not directly or indirectly receive the information from vac

Linz or a company affiliated with vac Linz within the meaning of Sec. 15 of the Austrian Stock Corporation Act (AktG); or

(iv) the information must be disclosed to government authorities under applicable mandatory law.

12.6 The Customer may only use the Confidential Information disclosed to it by vac Linz for its intended purpose. It shall use the same care in protecting the secrecy of this information that it uses in protecting its own information, but at least the care required in normal business practice.

12.7 Specific information does not come within the aforementioned exceptions *per se* because it is encompassed by general knowledge and experience that come within this exception. Likewise, a combination of individual pieces of information does not come within the aforementioned exceptions because the individual pieces of information in the combination come within these exceptions *per se*, but only if the combination itself comes within these exceptions.

12.8 To the extent that vac Linz provides the Customer with information in accordance with Subsection 12 (1) or makes it available, vac Linz expressly reserves all rights, particularly intangible property rights (including intellectual property rights, copyright/trademark and utility model rights, etc.) to this information and, in the absence of an express agreement to the contrary, no license or other permission to use the information is associated with the provision or availability of the information. In the absence of a specific written agreement to the contrary in a specific case, the Customer agrees to refrain from using, processing, analyzing, reverse engineering or imitating this information, particularly any samples (“Reverse Engineering”) or inspecting it and further agrees to only make it available to other persons within the context of this agreement.

13. Compliance

The principles and guidelines for sustainable, ethical/moral and legally sound conduct in business defined in the “Code of Conduct of voestalpine AG” and the “Code of Conduct for voestalpine Business Partners,” which is based thereon, are available online at <http://www.voestalpine.com/group/de/konzern/compliance> in the applicable versions and shall expressly be noted by the Customer and incorporated into the Customer’s basic principles and rules. If, in an individual case, there are obvious and serious violations of the basic principles and rules in the Code of Conduct by the Customer, which make it unreasonable for vac Linz to continue the business relationship, vac Linz shall be entitled to dissolve the contractual relationship for good cause, effective immediately. In such cases, the Customer shall indemnify vac Linz and hold it harmless against any resulting losses and detriments.

14. Audits and Right to Inspect Documents

For the purposes of protecting sensitive corporate information and data (e.g. protectable technical and commercial know-how) and honoring existing non-disclosure obligations on the part of vac Linz toward third parties, vac Linz expressly reserves the right to limit the exercise of any contractually agreed-upon auditing rights or rights to inspect its business records to the extent necessary in terms of their nature, content, scope and the identities of the auditors so that they are proportionate to their purpose. Audits/inspections can only be conducted during regular business hours (Mon.-Fri. from 8:00 a.m. to 5:00 p.m.) with (at least 14 business days’) prior written notice, and agreement on the date with vac Linz. Express reference is made to the applicability of the existing visitor rules and safety rules at the respective places of business. Audits/inspections may not disrupt or interrupt production processes or create safety risks. Any information, of any kind, obtained by the Customer or the auditor in the course of an audit/inspection shall be kept strictly confidential and used exclusively for purposes of the auditing rights granted by contract. The Customer itself shall bear the costs incurred in connection with any audit or inspection.

15. General Provisions

- 15.1 The Customer may not assign its claims against vac Linz to third parties without the written consent of vac Linz.
- 15.2 In general, vac Linz is entitled to involve other companies belonging to the voestalpine Group in the fulfillment of the respective contract. Accordingly, vac Linz shall also be entitled to appropriately subcontract the Customer's orders/assignments to other companies belonging to the voestalpine Group.
- 15.3 Amendments and supplements to the contractual agreements between vac Linz and the Customer and/or to these General Terms and Conditions of Delivery and ancillary agreements must be in written form. This also applies to any modification of this written-form requirement.
- 15.4 If a provision of the contract or the order confirmation and/or these General Terms and Conditions of Delivery is invalid, unlawful or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions thereof. In this case, the Parties agree to replace the invalid, unlawful or unenforceable provision with a valid, lawful or enforceable provision that comes closest to the economic purpose of the invalid, unlawful or unenforceable provision.
- 15.5 The place of performance for all reciprocal claims shall be the registered office of vac Linz.
- 15.6 The courts in Linz shall have exclusive jurisdiction over all disputes arising from this contractual relationship. However, vac Linz shall be entitled to sue the Customer in any other legal venue.
- 15.7 The laws of the Republic of Austria shall apply, excluding the conflict-of-laws rules of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).