

voestalpine Europlatinen GmbH

GENERAL TERMS OF SALE

1. General

Any contracts and agreements shall be binding on us solely upon our written confirmation. Purchasing terms of Buyer shall be binding on us solely in the event expressly accepted by us. Under no circumstances shall a lack of objection be deemed as approval from us. Offers shall always be without obligation; the right of sale of stored products is reserved. Resale of unprocessed goods shall not be permitted and, in the event of non-observance, shall imply a penalty of 30% of the purchase price.

2. Prices

Unless otherwise stipulated, prices shall be valid ex supply works, without any deduction. Packaging and charges for the provision of railcars shall be excluded.

3. Delivery Time

The specified delivery times shall be without obligation, i.e. not legally binding. Hence any claims for damages referring to delivery times are excluded. Buyer shall not be entitled to reject partial deliveries.

4. Performance and Shipment

Loading and shipping – even in the event of delivery with freight prepaid – shall be at the risk of Orderer. Shipping route, means of transportation, means of protection as well as covered cars shall be charged separately and left at our discretion. We shall carry no liability whatever. However, we will take into account Buyer's wishes to the extent possible. Goods reported ready for dispatch shall be requested immediately, otherwise delivery shall be effected at the cost and risk of Buyer. Unless specified otherwise, Incoterms 1990 as last amended shall be decisively applicable to the interpretation of the various sales clauses.

5. Quality Regulations

Unless specially agreed otherwise, the relevant standards and respective applicable deviations shall be decisive for the quality made to measure and piece numbers. Failing existing standards, usage of trade shall apply. Unless expressly agreed otherwise, the number of pieces and the capacity utilisation of the means of transportation shall be decisive for the calculation.

6. Long-Term Contracts and Additional Quantities

In the event of current longer-term contracts, requests for and respective specifications of approximately equal monthly quantities shall be submitted to us. In the event requests or specifications are not presented in due time, we shall reserve the right, after the grace period has expired without results, to provide specifications ourselves and deliver the goods or withdraw from the unfulfilled portion of the contract and claim damage for non-fulfilment. If Orderer's requests exceed the contractual quantity, we shall be entitled but not obliged to deliver the excess quantity at the market price valid on the day of the request. Any extra costs incurred by the additional quantity shall be charged to Orderer.

7. Acceptance

Buyer shall be obliged to accept at the supply works, immediately after having received notification of readiness for dispatch, those goods for which special quality specifications have been agreed or which are destined for export. In the event Buyer, by not specifying regulations regarding acceptance in the order, expressly or impliedly waives acceptance in the supply works, the goods shall be considered duly delivered and accepted upon departure from the works. For materials without quality specifications, Buyer shall have the right to perform acceptance in the supply works to the extent such acceptance comprises the determination of the exterior condition and the dimension in the stack, i.e. without removing the goods from the stack. Accepted goods or goods deemed accepted shall be considered duly delivered and received. Any subsequent rejections shall not be taken into consideration.

8. Complaint and Liability

In those cases in which Buyer has the right to make a complaint with respect to defects, such claim shall be made in writing and shall indicate all order- and delivery-related data within seven days after arrival of the goods at the place of destination. Defects that even upon careful inspection cannot be detected within this period shall be promptly notified upon detection, immediately stopping any machining or processing, but not later than six weeks after receipt of the goods. After expiration of this period, liability for defects, for any reason whatever, shall be excluded. Goods acknowledged as defective shall be taken back by us at our discretion, either by compensation or reimbursement of the charged price, freight prepaid to our works, or payment of the reduced price. In the event of returns, our order number shall be indicated in the bill of lading, shipping documents and forwarder's note of charges. Other compensation claims of any kind and for any reason whatever, particularly claims for compensation of direct or indirect damage as well as consequential loss or loss of profit, shall be excluded. Exclusion, however, shall not comprise claims under the product liability law for personal injuries and property damages suffered by a consumer in the sense of the product liability law.

9. Terms of Payment

Our invoices, including those for partial deliveries, shall be paid in cash, without discount deduction, by the date of maturity. Bills are only accepted by us upon special agreement and as payment only. Discounting costs, bank charges and bill stamps, if any, shall be paid by Buyer. In the event of delayed payment, interest in the amount of 1% above the prime rate of the Austrian big banks shall be paid to us. Should, however, the prime rate of the big banks in the receiving countries be above this level, these higher rates shall be considered agreed. Non-observance of the terms of payment or circumstances which are apt to reduce Buyer's credit worthiness shall result in the maturity of all our claims. Moreover, these claims entitle us to effect outstanding deliveries only on advance payment or withdraw from the contract and claim damage for non-performance. Withholding payments on the grounds of alleged counterclaims of Orderer which are not acknowledged by Supplier shall not be permitted. Setoff with such counterclaims shall also be prohibited. All delivered goods shall be our property (conditional goods) until satisfaction of all claims, including, in particular, the respective balance claims which, for any lawful title whatever, we are entitled to. This shall also apply in the event payments were made on specially defined claims.

10. Force Majeure

Events of Force Majeure such as strikes, major operational interruptions, occurrence of rejects at delivery items and failure of sub-supplies and pre-materials as well as any other circumstances which make it considerably more difficult or impossible to effect delivery, shall entitle us to stop delivery for the duration of the impediment in addition to a reasonable start time or withdraw from the contract with respect to the unfulfilled portion. Buyer shall have the right to demand an explanation from us whether we intend to withdraw or deliver within a reasonable time. In the event we fail to present an explanation, Buyer shall be entitled to withdraw from the contract.

11. Place of Performance and Competent Court

The place of performance for performance shall be the place of the supply works and the place of performance for payment shall be Linz on the Danube for all contracts, even in the event delivery freight prepaid point of destination or works has been agreed. Linz on the Danube shall be the venue for all legal disputes. We, however, shall have the option to appeal to any other court competent for Buyer.

Applicable Law

Austrian law shall apply exclusively for settling any disputes with respect to the interpretation of these Terms of Sale, including conducting a lawsuit, as well as circumstances not specified in these Terms.

12. Severability

In the event any one or more of the provisions of these Terms of Sale, in whole or in part, become invalid, all other provisions of these Terms of Sale shall remain in full force.