

**GENERAL CONTRACT TERMS AND CONDITIONS**

of voestalpine Personal Services GmbH

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These general terms and conditions of voestalpine Personal Services GmbH apply to all agreements between voestalpine Personal Services GmbH as the contractor and its contractual partners as the client, unless other agreements have been made in writing.

**1. Scope of application**

These General Contract Terms & Conditions regulate the relationship between voestalpine Personal Services GmbH (hereinafter referred to as "**Contractor**") and its contractual partners (hereinafter referred to as "**Client**"). Irrespective of the individual contents of the regulations, the validity of any general terms and conditions/conditions of sale or other contract forms of the client is completely excluded.

**2. Scope of services / Change Request**

- 2.1. The specific scope of services is based on the contract or the offer.
- 2.2. Both contractual parties can request changes to the scope of services at any time ("**Change Request**"), as long as it does not involve a basic service. A requested change must, however, provide a precise description of the change and the impact on schedule planning and costs in order to give the recipient of the change request an opportunity to make an appropriate assessment. A change request only becomes binding with a legally valid signature from both contractual parties.
- 2.3. Cancellations and suspensions of orders are only possible by mutual agreement. Cancellation regulations from third parties involved in the provision of services (e.g. trainers, hotels, etc) shall be passed on 1:1 to the client. Any costs incurred in this context shall be borne by the client.

**3. Prices, terms of payment**

- 3.1. The remuneration to be paid by the client and the terms of payment are based on the contract or offer. Unless otherwise contractually agreed, all prices plus the applicable statutory sales tax apply. Accrued cash outlays, expenses, travel costs, etc. must be reimbursed against receipts.
- 3.2. Claims for remuneration are due within 30 days of the invoice date without deductions.
- 3.3. Unless otherwise agreed, one-time remunerations after the service has been provided and ongoing remunerations shall be paid monthly in arrears.
- 3.4. The client is only allowed to offset against a counterclaim recognized by the contractor or that has been legally established. The client has no right of retention.

**4. Force majeure**

- 4.1. Insofar as and as long as obligations cannot be fulfilled on time or not properly properly, due to force majeure, this releases the contractor from the performance obligations for the duration of the disruption and the extent of their effect. The contractor is obliged to immediately and comprehensively inform the client and to do everything that is reasonable and economically justifiable to limit the effects of such events.

- 4.2. Force majeure includes all circumstances that are independent of the will and influence of the contractor, in particular but not limited to natural disasters, illness, government measures, official decisions, changes in laws that affect the services after conclusion of the contract, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts and other workplace unrest (including at suppliers' premises), confiscation or embargo.

## **5. Subcontractors**

- 5.1. The contractor is entitled to use third parties to fulfill its obligations, in whole or in part (hereinafter referred to as "**subcontractors**"). If personal data worthy of protection within the meaning of the Data Protection Act is to be processed by the contractor for the client and subcontractors are used in whole or in part to fulfill the obligations, the client must be informed in good time so that they can forbid this if necessary. The contractor must ensure that the subcontractor commits to the same obligations as the contractor on the basis of the agreement with the client.
- 5.2. If subcontractors are called in at the request of the contractor, their actions cannot be attributed to the contractor.

## **6. Data protection/confidentiality**

- 6.1. The contractual parties commit to treat as confidential all documents, information and data of the other contractual party that are handed over to them in the context of the contractual relationship or that are otherwise known to them or accessible in connection with the contractual relationship, and not to publish or otherwise disclose them, and to use them exclusively for the purpose of fulfilling the contract. This does not apply if it can be proven that the documents, data and/or information are publicly available. Each contractual party must ensure that their respective subcontractors, agents and employees are also committed to maintaining confidentiality.
- 6.2. If personal data is transmitted and/or made available within the context of the contractual relationship, the party receiving the personal data (hereinafter referred to as the "**receiving party**") is entitled to process the personal data entrusted to it within the context of the purpose of the contractual relationship.
- 6.3. The receiving party shall take sufficient security measures to prevent data from being used improperly or from being made available to third parties without authorization. For the technical and organizational requirements, the receiving party shall ensure that the right to information and the right to rectification and deletion of the person concerned can be fulfilled at any time within the statutory deadlines by the other contractual party, and shall provide the other contractual party with all the information necessary for this.
- 6.4. The receiving party shall oblige all persons entrusted with data processing to maintain data secrecy before starting the work. In particular, the confidentiality obligation of the persons entrusted with data processing shall remain in effect even after the termination of their work and leaving the contractor.

## **7. Provision obligations of the client**

- 7.1. The client commits to support all measures that are necessary for the provision of the services by the contractor.
- 7.2. The client shall perform all of its obligations to cooperate in a timely manner so that the contractor is not hindered in the provision of the services.

## 8. Intellectual property protection

The copyrights to the documents created in the context of the contractual relationship (in particular, offers, reports, analyses, expert opinions, organizational plans, programs, service descriptions, drafts, calculations, drawings, data carriers, etc. – hereinafter referred to as “**work results**“) remain with the contractor, unless otherwise agreed. Upon payment of the agreed remuneration for the work results within the scope of its business purposes, the client receives a non-exclusive and unlimited right of use without the authorization to issue sub-licenses.

## 9. Disruption in performance

- 9.1. The contractor commits to provide the services in accordance with the contract. If the contractor does not provide the services at the scheduled times or they are inadequate, i.e. with significant deviations from the agreed quality standard, the contractor is obliged to start remedying the defects immediately and to provide their services properly and free of defects within a reasonable period of time, by providing the affected services again or carrying out remedial work, as the contractor chooses.
- 9.2. If the deficiency is based on the provision or cooperation of the client or a breach of the provision obligations of the client, any obligation to remedy the defect free of charge is excluded. In these cases, the services provided by the contractor are still deemed to have been provided in accordance with the contract despite possible restrictions. At the request of the client, the contractor will remedy the defect for a fee.
- 9.3. The client will support the contractor in remedying the defects and will provide all necessary information. Any defects that occur must be reported immediately to the contractor in writing by the client.

## 10. Ensuring independence

No employment relationship should and/or will be established within the framework of the working relationship. The relationship between the contractual parties corresponds to that of independent contractual parties. The client and the contractor commit to not actively poach any employees of the other contractual partner during an ongoing contractual relationship and for up to one year after its termination.

## 11. General

- 11.1. Changes and additions to these General Contract Terms & Conditions must be made in writing, as must a waiver of this formal requirement.
- 11.2. In the event that individual provisions of these General Contract Terms & Conditions are and/or become ineffective, this does not affect the effectiveness of the remaining provisions and the contracts concluded on the basis of them. The ineffective provision must be replaced by an effective provision that comes closest to the meaning and economic purpose of the ineffective provision.
- 11.3. The law of the Republic of Austria applies exclusively to the exclusion of reference norms of international private law and the UN Sales Convention of 1980 in the respectively applicable versions. The competent court in Linz is responsible for disputes.

## 12. Special regulations for educational events

- 12.1. The prices for educational events are listed in the educational program, which is available for download on the contractor's website. The prices listed in the educational program are net prices and apply to participants who are in an ongoing employment relationship with a company of the voestalpine Group. The prices consist of seminar and accommodation costs (as stated in the individual descriptions in the educational program).

- 12.2. For seminars with overnight stays, hotel rooms are already reserved for the participants. Therefore, if participants do not take advantage of this for whatever reason, the overnight stay must be cancelled at least four weeks before the start of the seminar. Otherwise, a cancellation fee, which shall be specified by the hotel, guesthouse, etc., must be charged. The costs for the unused overnight stay shall then be refunded by means of a credit note.
- 12.3. The costs for travel to and from the educational events are not included in the prices listed in the educational program and shall be borne by the participants themselves.
- 12.4. The prices quoted are based on an assumed minimum number of participants. If the minimum number of participants for a specific educational event is not reached, the contractor reserves the right to cancel the event, postpone the date or, in agreement with the client, adjust the prices for the educational event to the lower number of participants.
- 12.5. We reserve the right to change prices in the event of changes to the content of the educational event.
- 12.6. If, because of urgent reasons, it is not possible for a participant to attend a booked event, a cancellation can only be carried out by the respective training manager (seminar manager), by sending a written request to the Education and Consulting department of voestalpine Personal Services GmbH.
- 12.7. For cancellations 4 weeks or less before the start of the seminar, 100% of the seminar costs shall be charged.
- 12.8. Cancellation fees will not be charged if a substitute participant is sent to the booked seminar.
- 12.9. The contractor reserves the right to use a replacement trainer instead of the originally planned trainer.
- 12.10. Confirmation of participation will only be issued if 75% attendance is required.
- 12.11. Separate cancellation conditions apply to development programs (see the respective offer or price information).