

1. General provisions

The following General Terms and Conditions of Sale and Delivery shall apply to all of our deliveries of goods and services, provided that no other, deviating conditions have been expressly agreed separately. All contracts and agreements shall only become binding for us with our written confirmation. The buyer's purchasing conditions shall only bind us if we expressly acknowledge them. A lack of objection shall in no case imply our consent. Offers are always subject to confirmation; the right to prior sale of inventory products shall remain reserved. Products purchased for domestic use shall not be permitted to be exported in an unprocessed form; products purchased for foreign use shall not be permitted to be used domestically. Trade terms shall be interpreted according to the INCOTERMS, as amended from time to time. Cancellations and suspensions shall only be possible by mutual consent. Any costs incurred shall be for the account of the ordering party. A withdrawal from the contract is, in any case, only possible as long as completion activities have not yet taken place on our part. The Contractor shall not be obligated to fulfill this Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. The Contractor shall use its best efforts to obtain for its scope all necessary export licences. The Customer shall assist and support the Contractor in this respect and shall provide all requested declarations and documents. In case an export licence cannot be obtained or cannot be obtained in due time or is revoked, the Customer and the Contractor will select a replacement solution by mutual agreement. Any additional costs arising in connection with the replacement solution shall be borne by the Customer. Claims against the Contractor due to not or delayed obtaining or revoking of an export licence are excluded. Any items delivered by the Contractor within its contractual scope shall be exclusively utilized by the Customer in accordance to the herein described use for which they were requested for by the Customer or for which they were quoted for by the Contractor, respectively. The Customer shall not have the right to re-export the delivered items, except to the Contractor, e.g. for return or repair works.

2. Transactions via e-business order platform

Access to the e-commerce supported order platform is solely granted under the condition that the buyer accepts these General Terms and Conditions of Sale and Delivery. By ordering via the e-business platform the buyer declares his intention to contract according to these General Terms and Conditions of Sale and Delivery. The buyer confirms that he had the opportunity to read these General Terms and Conditions of Sale and Delivery prior to contract conclusion. The buyer is able to store and reproduce these General Terms and Conditions of Sale and Delivery. At the request of the buyer these General Terms and Conditions of Sale and Delivery shall be submitted to him as hardcopy. The buyer declares to be familiar with the procedure to place orders and that he was informed about the functionality at the time access to the e-business order platform was granted. Moreover, the buyer declares that he is familiar with the abbreviations, technical terms and specifications used in this platform. Products presented on the e-business platform are for illustration purposes only and shall not be considered as binding offers. All presented products can only be ordered subject to their availability. The procedure for the conclusion of the contract is as follows: the buyer submits a duly completed order form via the technical facilities of the platform. Only after our written confirmation of the order the contract shall be concluded. It is expressly noted that "confirmation e-mails" of any kind shall not be considered as order confirmation, but only as confirmation of receipt of the buyer's offer to enter into a contract.

3. Prices

All prices are quoted net and shall be ex works (EXW), if not expressly stated otherwise. If the supply is arranged with delivery, the prices are quoted without unloading and without carrying, as well as being on the basis of full loads and shipments and with the utilisation of full loading weight. All applicable taxes and other contributions, such as fees, customs duties and additional state taxes, shall be listed separately by us on the invoice and shall be compensated by the buyer. If prices cannot be charged in euro, the buyer shall bear the exchange rate risks from the date of the order confirmation until full payment. The relevant reference rates of the European Central Bank shall apply. The prices stated in order confirmations and contracts shall be based on the valid raw material and shipping prices on the relevant date of the order confirmation/contract. In case of a change to these raw material or shipping costs that is not merely negligible, we reserve the right to a relevant price adjustment each calendar quarter. If no agreement can be reached on this, we reserve the right to unilateral cancellation of the contract.

4. Delivery period

The specified delivery dates are subject to change, i.e. are not legally binding. Therefore, compensation claims of all types with reference to delivery periods or dates shall be excluded. The buyer shall not be entitled to reject partial deliveries. Delivery periods and dates relate to the point in time of dispatch/collection ex works. They shall be regarded as having been met with the notification of readiness for delivery, even if the goods cannot be dispatched by us on time, through no fault of ours. As long as the buyer is in default with his obligations to us

voestalpine Krems GmbH
Schmidhüttenstraße 5, PO Box 43, 3500 Krems/Donau, Austria
T.: +43/50304/14-0, info.krems@voestalpine.com, www.voestalpine.com/krems

Company Register Court: Commercial Court A-3500 Krems
Commercial Register Number: FN 32327 s
DVR: 0057550
VAT ID: ATU 36909609

Bank: Unicredit Bank Austria
Account No. 00973940000, BLZ 12000
IBAN: AT85 1100 0009 7394 0000
BIC: BKAUATWW

either from this or other contracts, we are not obligated to provide any deliveries, notwithstanding our further rights arising from default by the buyer. The provisions of this point shall also apply if delivery periods and dates have been expressly agreed as fixed.

5. Loading and shipping

Unless expressly agreed otherwise, loading and shipping shall take place at the ordering party's risk in all cases - even with freight-free supply. The shipping method, means of transport and means of protection, which are charged separately, shall be at our choice, to the exclusion of any liability. However, we shall take the buyer's requests into consideration, as far as possible. If customs duties and equivalent contributions should be charged, these shall be for the buyer's account. Goods that have been notified as ready for dispatch must be immediately called off, otherwise storage shall take place at the expense and risk of the buyer. The buyer shall be obligated to comply with the provisions pursuant to traffic law and take along the necessary safety equipment for loading and shipping. Safety clothing must be worn during loading. The buyer shall ensure fulfilment of these obligations by the shipping company commissioned by him. The buyer expressly acknowledges that no loading/release to leave the factory premises can take place in case of non-compliance with these regulations. No liability claims whatsoever can be asserted against us from this.

6. Acceptance default

If the buyer should refuse to accept the goods, notwithstanding his payment obligation, he shall bear all costs for shipping and storage. In case of acceptance default, the purchase price shall immediately fall due for payment. At our option, we shall instead also be entitled to demand compensation for non-performance. Minor defects shall not entitle the buyer to refuse acceptance.

7. Execution regulations, storage

Unless specially agreed upon, execution in respect of condition, dimensions and weight will be in accordance with the appropriate standard specifications with applicable tolerances, or failing such standard specifications, in accordance with the terms of trade. The calculation shall take place according to m², running metres, units or according to the weights defined by our check weighmen. The relevant standards shall be complied with regarding shipping and storage. As a precaution, galvanised products should be shipped and stored dry and protected from moisture – also condensation.

8. Long-term contracts and exceeding contracts

For longer-term permanent contracts, call-offs and relevant specifications shall be provided to us for approximately equal monthly quantities. If a call-off or specification does not take place on time, after an unsuccessful grace period, we shall be entitled to specify and deliver the goods ourselves or withdraw from the part of the contract that is still in default and demand compensation due to non-performance. If the quantity of the contract should be exceeded by the borrower's call-offs, we shall be entitled, but not obligated, to deliver the excess at the daily prices applicable upon call-off.

9. Acceptance inspection

The buyer shall accept those goods for which special quality specifications have been agreed upon or which are intended for export at the works immediately on being notified that they are ready for dispatch. After performance of an agreed acceptance inspection, the objection to defects which could have been determined with this acceptance shall be excluded. The buyer shall be obligated to make a note of any shipping damage on the consignment note. If the buyer explicitly or implicitly waives the right of inspection at the supplying works by not including an inspection provision in the order, the goods shall be deemed properly delivered and inspected upon leaving the works. For materials without quality standards, the buyer shall be entitled to inspect the materials insofar as this inspection extends to ascertaining the external condition and dimensions in the stack or bundle, i.e. without the goods being removed from the store. Inspected goods or goods deemed as inspected shall be regarded as properly delivered and accepted. Any subsequent complaints cannot be taken into consideration.

10. Notification of defects and liability

In the cases where the buyer has a right of notification of defects, it shall be lodged in writing within 14 days of receipt of the goods at the destination. Defects which cannot be detected even by diligent examination within this period shall be notified without delay upon discovery with the immediate cessation of any handling or processing, at the latest however 6 weeks from receipt of the goods. After the expiry of this period the liability for defects, for whatever reason, shall be excluded. The buyer shall bear the onus of proof that any defects already existed at the time of transfer. A claim pursuant to Article 933b ABGB [Austrian Civil Code] by the buyer is expressly excluded. We shall not assume any liability for damage, including but not limited to corrosion damage, which has been caused by improper shipping or improper storage by the buyer or a third party commissioned by him (cf.

voestalpine Krems GmbH
Schmidhüttenstraße 5, PO Box 43, 3500 Krems/Donau, Austria
T.: +43/50304/14-0, info.krems@voestalpine.com, www.voestalpine.com/krems

Company Register Court: Commercial Court A-3500 Krems
Commercial Register Number: FN 32327 s
DVR: 0057550
VAT ID: ATU 36909609

Bank: Unicredit Bank Austria
Account No. 00973940000, BLZ 12000
IBAN: AT85 1100 0009 7394 0000
BIC: BKAUATWW

point 7.). This shall also apply to the time period between ascertainment of a defect and possible rectification of defects by us. Any liability for damage, which is caused by incorrect design specifications provided by the buyer or his incorrect choice of steel quality or surface treatment, shall be excluded. If an item is acknowledged defective, we shall be entitled at our own discretion to supplementary fulfilment in the form of return delivery for a replacement free of works or reimbursement of the purchase price or rectification of the defect at our expense. In the event of return delivery, our order number shall be indicated in the shipping documents and in the bill of lading. Any damages claims above and beyond this of whatever kind and from whichever title, especially such relating to compensation for slight negligence, lost profit, non-achieved savings, loss of interest, pure financial loss or consequential loss (particularly from loss of production/business interruption) are expressly ruled out. However, this exclusion shall not encompass binding statutory claims under product liability law. Overall, the liability is limited to benefits from our public liability insurance, furthermore, with the infringement of contractual obligations, in any case, to the material value of the delivery that caused the damage. The liability limitations shall not apply with personal injury as a result of damage to life, physical integrity or health of a person. At our request, the buyer shall indemnify and hold us harmless from all claims from the execution of his order, in those cases where domestic and foreign third-party industrial property rights, particularly copyrights, trademark rights or registered designs are violated, through the execution of his specifications regarding specific quality and other characteristics due to the use of drawings, models, designs, supplies, etc. provided by the buyer.

11. Payment terms, reservation of ownership

Unless otherwise agreed, our invoices, including for part deliveries, shall be paid in cash and without a discount deduction by the 15th of the month following the delivery, subject to the exclusion of setoffs or retentions. We shall only accept promissory notes by specific arrangement and on account of payment. Discounting costs, bank fees and possible promissory note stamps shall be borne by the buyer. In case of payment default, we shall be compensated for interest in the amount of 8% above the base interest rate of the Austrian National Bank (Österreichische Nationalbank). Non-compliance with the payment terms, or circumstances which entail a deterioration of the creditworthiness of the buyer (particularly the cancellation of overdraft facilities by our credit insurance) shall result in all our claims becoming due and payable. In addition, we shall be authorised, in these cases, to perform outstanding deliveries only against advance payment or to withdraw from the contract or to demand compensation for non-performance. The withholding of payments based on the buyer's alleged counterclaims which are not recognised by us is not allowed, as well as offsetting with such counterclaims. Until complete payment of the purchase price, including any default interest, reminder and collection fees and legal costs that have already accrued, we reserve the right of ownership to the goods delivered. The buyer shall only be entitled to resell the goods subject to reservation of ownership in the ordinary course of business. He shall not be entitled to other rights of disposal, particularly pledging or assignment as security. The buyer shall immediately notify us of intervention by third parties in our rights as the reserved owner. The buyer hereby already assigns all claims to us as collateral, which he is entitled to against his customers from a sale of the reserved goods. At our request, which is admissible at any time, the customer shall notify the assignment to his customer and provide the necessary information about this at any time and deliver the necessary documentation for the assertion of our claims. The customer shall only be authorised to collect the claim from the resale, if we do not reserve the collection of the claim for ourselves. The customer shall be authorised to work on and process the reserved goods. We shall remain the co-owner of the worked on and processed goods in the ratio of the value of our new reserved goods to the end product.

12. Force majeure

Force majeure, which includes, inter alia, strikes, major industrial disruptions, the occurrence of rejects among delivery items, and the non-receipt of supplies of energy and starting materials, as well as all unforeseeable and unavoidable circumstances which make delivery materially difficult or impossible, shall entitle us to suspend delivery for the duration of the impediment and a reasonable initial period or to withdraw from the contract with regard to the part not yet performed. The buyer may seek a declaration from us as to whether we intend to withdraw or deliver within a reasonable period. If we fail to provide a declaration, the buyer may withdraw.

13. Place of performance, jurisdiction, choice of law

In the absence of any explicit agreement to the contrary, the place of performance for all transactions and payment, even if carriage paid to point of delivery is agreed, shall be Krems/Donau. The place of jurisdiction for all disputes is exclusively Krems/Donau, however, we can also file legal action with another court that is responsible for the buyer. All legal relationships between the buyer and seller shall exclusively be based on Austrian law, with the exclusion of its reference and exclusion norms and the exclusion of the UN Convention for the International Sale of Goods. The buyer shall be obligated to confirm the existence of the jurisdiction agreement in writing at any time, at our request. If individual terms of these General Terms and Conditions of Sale and Delivery should be fully or partially invalid, this shall have no influence on the validity of the remaining provisions.

voestalpine Krems GmbH
Schmidhüttenstraße 5, PO Box 43, 3500 Krems/Donau, Austria
T.: +43/50304/14-0, info.krems@voestalpine.com, www.voestalpine.com/krems

Company Register Court: Commercial Court A-3500 Krems
Commercial Register Number: FN 32327 s
DVR: 0057550
VAT ID: ATU 36909609

Bank: Unicredit Bank Austria
Account No. 00973940000, BLZ 12000
IBAN: AT85 1100 0009 7394 0000
BIC: BKAUATWW

14. Arbitration

If the buyer is not domiciled in an EU Member State or in a Member State of the EEA, the following shall apply: Unless otherwise agreed in writing, all disputes arising from this contract or related to its infringement, rescission or invalidity shall be ultimately decided under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Economic Chamber in Vienna (Vienna Rules) by one or more arbitrators appointed in accordance with these rules. Austrian substantive law shall apply, with the exclusion of its reference and exclusion norms and the exclusion of the UN Convention for the International Sale of Goods. The language to be used in the arbitration process is German. The buyer shall be obligated to confirm the existence of the arbitration agreement in writing at any time, at our request.

voestalpine Krems GmbH
Schmidhüttenstraße 5, PO Box 43, 3500 Krems/Donau, Austria
T.: +43/50304/14-0, info.krems@voestalpine.com, www.voestalpine.com/krems

Company Register Court: Commercial Court A-3500 Krems
Commercial Register Number: FN 32327 s
DVR: 0057550
VAT ID: ATU 36909609

Bank: Unicredit Bank Austria
Account No. 00973940000, BLZ 12000
IBAN: AT85 1100 0009 7394 0000
BIC: BKAUATWW