

Terms of sale and delivery

(Convenience Translation to our "Verkaufs- und Lieferbedingungen")

A. General provisions

I. Conclusion of contract

1. Our deliveries and services shall be provided exclusively on the basis of the following terms and conditions, also in the case of matching transactions. The buyer's terms and conditions of purchase are herewith contradicted.
2. Our offers are subject to change without notice. Contracts and other agreements shall only become binding upon our written confirmation.

II. Price, terms of payment

1. Unless otherwise agreed, our prices are ex works and for domestic deliveries plus value added tax; packaging costs will be invoiced additionally.
2. Payments must be received by us without deduction by the 30th of the month following delivery ex works. In the event of overdue payments, interest will be charged from the due date at a rate of 8% above the base interest rate.
3. Payments by cheque are no longer accepted.
4. Should circumstances which occur after the conclusion of the contract result in a significant deterioration of the buyer's financial situation, we are entitled to demand payment by the buyer - irrespective of the term of credited bills of exchange. If the buyer is in arrears of payment, we are entitled to prohibit the further processing of the delivered goods, to take back the goods, whereby the buyer already now allows us to enter the premises and take back the goods. The taking back of the goods shall not constitute a withdrawal from the contract.
5. In the cases of No. 4, we can revoke the authorization to collect (A IV 6).
6. The buyer can avert the legal consequences specified in No. 4 and 5 by providing security to the amount of our jeopardized payment claim.
7. The statutory provisions on default of payment shall remain unaffected.

III. Securities

We are entitled to the usual securities for our claims according to type and scope, even if they are conditional or limited in time.

IV. Reservation of title

1. All goods delivered shall remain our property (reserved goods) until all claims, in particular also the respective balance claims, to which we are entitled within the scope of the business relationship have been settled. This also applies to older and conditional claims.
 2. The processing of the reserved goods shall be carried out for us as the manufacturer within the meaning of § 950 BGB without obligating us. The processed goods shall be deemed to be reserved goods within the meaning of No. 1, e.g. in reverse bills of exchange.
 3. In the event of processing, combining and mixing of the reserved goods with other goods by the buyer, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership expires due to combination, mixing or processing, the buyer shall already now transfer to us his ownership or expectant rights to the new stock or object to the extent of the invoice value of the reserved goods, in case of processing in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used and shall keep them in safe custody for us free of charge. Our co-ownership rights shall be deemed to be reserved goods within the meaning of No. 1.
 4. The buyer may only resell the goods subject to retention of title in the normal course of business at his normal terms and conditions of business and as long as he is not in default of payment, provided that he agrees a retention of title with his customer and that the claims from the resale are transferred to us in accordance with numbers 5 and 6. He is not entitled to dispose of the reserved goods in any other way. Resale within the meaning of Section A IV. shall also include the use of the reserved goods to fulfil contracts for work and services and contracts for work and materials.
 5. The buyer's claims from the resale of the reserved goods are hereby assigned to us. They serve as security to the same extent as the reserved goods within the meaning of No. 1.
 6. In the event of resale of the reserved goods together with other goods, the buyer hereby assigns to us the claim from the resale in the ratio of the invoice value of the reserved goods to the invoice value of the other goods. In the event of the resale of goods in which we have co-ownership in accordance with No. 3, the buyer shall assign to us a part of the claim corresponding to our co-ownership share. The buyer is entitled to collect claims from the resale, unless we revoke the direct debit authorization according to A 11. 5. At our request, he is obliged to inform his customers immediately of the assignment to us - unless we do this ourselves - and to give us the information and documents necessary for collection.
- Under no circumstances is the customer authorised to assign the claims; this also applies to all types of factoring transactions, which the buyer is not permitted to carry out even on the basis of our direct debit authorisation.
7. The buyer must inform us immediately of any seizure or other impairments by third parties.
 8. If the value of the existing securities exceeds the secured claims by more than 10% in total, we are obliged to release securities of our choice at the request of the buyer.

V. Place of performance and jurisdiction

The place of performance and jurisdiction for both parties to the contract is Hürth, Germany. We are also entitled to file suit against the purchaser at his general place of jurisdiction.

VI. Cession of claims

The cession of all claims arising from contracts concluded with us requires our written consent, notwithstanding the provision of § 354a HGB.

B. Performance of delivery

I. Delivery periods, delivery dates

1. The delivery periods begin with the date of our order confirmation, but not before all details of the order have been completely clarified; the same applies to delivery dates.
2. In the event that the purchaser does not fulfil contractual obligations - including cooperation or secondary obligations - such as opening a letter of credit, providing domestic or foreign certificates, making an advance payment or similar, we are entitled to postpone our delivery periods and dates - without prejudice to our rights arising from the purchaser's default - in accordance with the requirements of our production process.
3. The time of dispatch ex works shall be decisive for compliance with the delivery periods and dates. If the goods cannot be dispatched on time through no fault of our own, the delivery periods and dates shall be deemed to have been met upon notification of readiness for dispatch.

4. In the event that we are prevented from fulfilling our obligations due to the occurrence of unforeseen events which affect us or our suppliers and which we could not avert even with reasonable care according to the circumstances of the case, e.g. war, interventions by public authorities, civil unrest, natural forces, accidents, other operational disruptions and delays in the delivery of essential operating materials or primary materials, the term shall be extended by the duration of the hindrance and a reasonable start-up period. If delivery becomes impossible or unreasonable for us as a result of the hindrance, we may withdraw from the contract; the buyer has the same right if acceptance is unreasonable for him due to the delay. In any case, strikes or lock-outs shall also be deemed to be a hindrance for which we are not responsible within the meaning of this paragraph. The delivery period shall be extended - without prejudice to our rights arising from default on the part of the purchaser - by the period during which the purchaser is in default to us. If we are in default, the buyer may withdraw from the contract after expiry of a reasonable grace period set by him in writing. The same applies if the delivery of the goods becomes impossible for reasons for which we are responsible. The seller shall undertake to inform the buyer immediately of the occurrence of an unforeseen event within the meaning of paragraph 1.
5. A right of withdrawal to which the buyer or we are entitled according to No. 4 shall in principle only extend to the part of the contract not yet fulfilled. However, if partial deliveries are unusable for the buyer, he shall be entitled to withdraw from the entire contract.
6. The buyer is only entitled to further rights, in particular claims for damages, if we are guilty of intent or gross negligence.

II. Dimensions, weights, quality

1. Any deviations in dimensions, weights and quality are permissible according to DIN or the applicable practice.
2. Excess and short quantities of up to 10 % rolling lot quantity are permissible. For a rolling lot of $\leq 10,000 \text{ m} \pm 15 \%$, for a rolling lot $\leq 5,000 \text{ m} \pm 20 \%$ quantity tolerance is permissible.

III. Shipping, packaging, transfer of risk

1. We shall determine the forwarder or carrier.
2. In the event that the loading or transport of the goods is delayed for a reason for which the buyer is responsible, we are entitled to store the goods at our reasonable discretion and at the buyer's expense and risk, to take all measures deemed suitable to ensure compliance with the goods and to invoice the goods as delivered. The same applies if goods which have been notified as ready for dispatch are not collected within four days. The statutory provisions on default of acceptance shall remain unaffected.
3. Insofar as it is customary in the trade, we shall deliver the goods packed and protected against rust; the costs shall be borne by the buyer. The packaging as well as protective and transportation aids shall not be taken back.
4. In the event of transport damage, the buyer must immediately arrange for a determination of the facts with the responsible parties.
5. The risk shall pass to the buyer when the goods are handed over to the forwarding agent or carrier, but at the latest when the goods leave the factory or warehouse.

IV. Warranty

1. In the event of justified, immediate notification of defects, we shall take back defective goods and deliver a replacement in their place; alternatively, we shall be entitled to rectify the defects. Only if we fail to comply with this obligation shall the buyer be entitled to the statutory warranty rights.
- In cases where warranted characteristics are missing, we shall only be liable for damages to the extent that the warranty was intended to protect the purchaser against the damage that has occurred.
2. The buyer is obliged to immediately give us the opportunity to convince ourselves of the defect, in particular to make the rejected goods or samples of them available on request.
 3. Following the performance of an agreed acceptance, the notification of defects which can be detected during this acceptance shall be excluded.

C. General limitation of liability

Unless otherwise provided in these terms and conditions, we shall only be liable for damages due to breach of contractual or non-contractual obligations in the event of intent or gross negligence. However, we shall only be liable for intent and gross negligence on the part of non-executive vicarious agents if they violate an essential contractual obligation. Claims for personal injury or damage to privately used property under the Product Liability Act shall remain unaffected by this provision.

D. Miscellaneous

I. Proof of export

If a purchaser resident outside the Federal Republic of Germany (external customer) or his representative collects goods and transports or ships them to foreign territory, the purchaser must provide us with the export certificate required for tax purposes. If this proof is not provided, the buyer must pay the VAT rate applicable to deliveries within the Federal Republic of Germany on the invoice amount.

II. Applicable law

The law of the Federal Republic of Germany shall apply, under the exclusion of the Uniform Law on the International Sale of Goods and the Uniform Law on the Conclusion of Contracts for the International Sale of Goods.

III. Tools

The customer shall not acquire any right to the tools themselves by reimbursing a share of the costs for tools. These shall remain the property of the supplier.

IV. Partial invalidity

Should individual provisions of these terms and conditions of sale and delivery be invalid in whole or in part, the remaining provisions shall remain valid.

V. Convenience Translation

The English version of these Terms of Sale and Delivery is for convenience purposes only. In case of any discrepancy between the German and the English version, the German version ("Verkaufs- und Lieferbedingungen", available under <https://www.voestalpine.com/praezisionsprofil/de/unternehmen/download/>) shall prevail.