

1. Orders

Unless otherwise agreed in writing or stipulated in the following conditions, the legal provisions shall apply. Any deviating conditions of the seller or supplier (hereinafter referred to as “the Contractor”) shall be non-binding for voestalpine Precision Strip AB (hereinafter referred to as “the Principal”) in any case, even if we do not contradict them expressly.

In case minutes of the negotiation have been agreed upon with the Contractor, the contractual relationship with the Contractor shall become effective upon placing the order. Only orders placed in writing, e-mail or via fax by the Principal shall be deemed to be binding. Any other agreements shall require the written confirmation of the Principal. The acceptance of each order shall require the Contractor’s written confirmation.

The Contractor undertakes to confirm the order in writing within 3 days, otherwise the Principal shall be entitled to revoke the order. If the Contractor commences to execute the order within 14 days – calculated from the date of submission of the order – the order shall be deemed to have been accepted unconditionally and without reservation even without an order confirmation. Any deviations from the order text in technical or commercial terms must be indicated in the order confirmation and shall require the written approval by the Principal in order to become legally effective which shall also apply to any supplements made subsequently by the Contractor. The delivery conditions of the Contractor shall only apply, if the same have been approved explicitly by the Principal.

2. Quality and Environmental Management

The Contractor undertakes to apply the principles of quality and environmental management in accordance with the relevant standards ISO 9001, ISO TS 16949 (relevant for automotive-related suppliers/sub-suppliers) and/or ISO 14001 or EMAS in relation with the performance of any deliveries and services and to impose the same obligation also upon its subcontractors/sub-suppliers. The Principal shall reserve the right to verify the quality and environmental management system of the Contractor and its subcontractors/sub-suppliers at certain points of time to be agreed upon (in the form of an audit) and shall, if need be, require of the Contractor to take the necessary correction and prevention measures.

In addition, the Contractor undertakes to continuously keep itself informed on the state-of-the-art QSE policy of the Principal and to communicate the same to its staff and/or subcontractors/sub-suppliers which shall include also the relevant training measures to be implemented for them. The current valid version of the QSE policy is available at the following internet website address <http://www.voestalpine.com/precision-strip>

3. Prices and Packaging

Unless any further requirements and stipulations are specified in the order, the following pricing shall apply:
Prices shall be deemed to be fixed net prices, exclusive of VAT, DDP named place of destination in accordance

with INCOTERMS 2010, including documentation, technical inspection, coating, protection from corrosion, marking, labelling (embossing) etc. Price reductions for delivery as per FCA manufacturer's plant in accordance with INCOTERMS 2010 shall be quoted alternatively by the Contractor. Except in cases of special agreements the merchandise must be packed according to the prevailing trade practices and in a suitable and flawless manner at the expense of the Contractor. Wood packaging material imported into the EU shall in particular comply with the International Standard for Phytosanitary Measures (ISPM No. 15).

Packaging material and wrappings shall become the property of the Principal. Any returns shall be made at the risk and at the expense of the Contractor. Any fees to authorities shall be made at the expense of the Contractor.

4. Delivery Period

Any delivery dates (which include also intermediate deadlines) and deadlines shall be deemed to be fixed dates. The term „fixed“ in the sense of the above mentioned provision shall mean that in the event of a missed deadline or an exceeding of a delivery date, the Principal shall be entitled to take steps to ensure substitute performance in case of imminent danger without setting a further reasonable deadline at the expense and risk of the Contractor. The Principal shall, however, be obliged to notify the Contractor prior to the beginning of the works. Should the Contractor become aware that he might be unable to meet the agreed deadlines and delivery dates, the Contractor shall be obliged to notify the Principal immediately in writing, stating the reasons for and the expected duration of the delay in question. Delivery dates shall only be deemed to have been fulfilled, if the required documentation (e.g. technical dispatch and test documentation) has been delivered completely and to its full extent.

5. Dispatch and Customs

The delivery conditions and the rules governing transit (forwarding instructions) applicable to this order are contained in the order of the Principal. Delivery times for customs consignments: Monday to Friday from 7 am to 4 pm. In the event of any need for clarification with regard to the delivery conditions, questions should be directed to the responsible purchase department of the Principal. In the event of deliveries from abroad, a commercial invoice and a valid proof of preferential origin (e.g. a movement certificate, certificate of origin, etc.) shall, in addition, be attached to the consignment and/or to the freight documents by the Contractor. The complete order number and the indicated unloading point need to be specified in a clearly visible and legible manner in the shipping documents, the dispatch documents intended for the recipient and on the parcels themselves (lettering, adhesive labels). The total weight (gross and net weight) must be indicated in all dispatch documents, invoices, etc. If the order bears a contract item number, the latter must be indicated on each

document and on all delivery papers. The Principal shall only bear the costs for the transport insurance if this has been agreed upon between the parties explicitly. Any incidental expenses in connection with the order execution that are not regulated by the agreement or by the INCOTERMS 2010 shall be borne by the Contractor. In other respects, the dispatch and packaging guidelines of the Principal and current customs regulations and stipulations applicable to each individual business transaction shall form an integral element of the Terms and Conditions of Purchase.

In case of failure to comply with the terms of shipment, packaging, customs clearance and documentation stipulated by the Principal, all the resulting risks, damages, and costs shall be borne by the Contractor. The date of maturity for payment shall be postponed accordingly until compliance with or presentation of the missing documents has been made by the Contractor.

6. Packaging

The Contractor undertakes to use for the ordered materials an environmentally friendly and less elaborate packaging. Any packaging material which is classified as hazardous waste shall be returned to the Contractor at the expense of the latter party and/or the disposal costs shall be borne by the Contractor. Special arrangements shall remain unaffected by the aforementioned provision. The goods shall be labelled according to instructions from the Principal.

7. Passing of Risk / Acceptance

The transfer of risk as well as the transfer of ownership shall take place upon delivery in accordance with INCOTERMS 2010 or, where an acceptance is required to be carried out, upon the completed successful acceptance.

For any services going beyond the mere delivery of goods (in particular works services or services), or where this is required by the Principal, an acceptance must take place. The Principal shall be entitled to refuse the acceptance, if the services have not been performed by the Contractor in accordance with the contract. In this case the Contractor shall be obligated to remedy any defects and is required to present the services thereafter again for acceptance. A notional acceptance (e.g. through commissioning of the performed services) shall be excluded. The acceptance shall take place through mutual signing of a written acceptance report.

8. Guarantee/Warranty

The Contractor warrants that the deliveries and services are performed in a proper and workmanlike manner. Unless otherwise agreed, the guarantee period for defects shall be deemed to be two years from date of delivery in accordance with INCOTERMS 2010 or after successful acceptance has taken place. Should the Contractor

fail to meet its obligations within the period of time requested by the Principal, the latter party shall be entitled, irrespective of any other rights, to eliminate the defects or damages itself or to have them eliminated by Third Parties and to demand reimbursement by the Contractor of the necessary costs. The Contractor's obligations shall remain unaffected by the foregoing clause.

A notification of defects shall be deemed to have been made in time in case of:

- a) Obvious defects up to three months after the end of the guarantee period;
- b) Hidden defects up to 2 months from the date of their discovery.

In the event of supplies which customarily remain packaged up to their use, defects which become evident only upon unpacking are considered as latent defects. In case of replacement delivery and repair the warranty period shall begin to run anew and the duration of guarantee agreed upon between the contracting parties shall apply. The Contractor shall further warrant that the goods ordered can be purchased and sold without infringing third party industrial property rights or any other rights, in particular rights for the protection of trademarks and brands, registered designs, patents and copyrights and without violating rules or provisions under competition law. The Contractor undertakes to defend or settle any suits that may be instituted by third-party claims at its own expenses and further agrees to reimburse any costs the Principal incurs thereof and to indemnify and hold harmless the Principal in this regard.

In the event of non-conformity with or deviations from processes stipulated by the Principal (e.g. Work instructions/Work standards for inspections), the Contractor shall be obliged to notify the Principal in advance and shall at the same time indicate a competent contact person in charge. The type and form of the notification shall be made by means of classical reporting (e.g. 8D-report, Eight Disciplines Problem Solving analysis). Any deviation from the process stipulated by the Principal may only take place after the written approval by the Principal has been received in this regard.

9. Liability

The Contractor hereby guarantees that the construction and production of and instructions for ordered products are free from defects. The Contractor guarantees in particular that no defects of the ordered product could be observed according to the current state of science and technology when the product was placed on the market. If the Contractor subsequently learns of circumstances that might substantiate a product-defect within the meaning of the Product Liability Act, the Contractor shall immediately inform the Principal about these circumstances and shall remunerate any costs for a recall of defective products. In the event of a recall the Contractor shall be obliged to reimburse the purchase price already paid for the products plus any costs and disadvantages arising as a result of such defects. Any restrictions of any kind of Contractor's obligations

resulting from the Product Liability Act or any other provisions and any restrictions of any kind of Principal's claims for compensation resulting from this Act or any other provisions shall not be accepted.

In the event of any claims asserted by third party against the Principal due to faultiness of the delivered product, the Contractor undertakes to provide any necessary assistance to the Principal and to indemnify and hold harmless the Principal against all damages. The Contractor further agrees to be held liable to recourse by the Principal. The Principal assumes that the delivered product is to be identified as a product supplied or sold by the Contractor who shall be obliged to assume liability for the same as a manufacturer or importer in accordance with the provisions governing the Product Liability Act. Should it turn out subsequently that the product delivered or individual partial products have not been manufactured or imported by the Contractor itself, Contractor shall, however, be obliged to assume liability towards the Principal like a manufacturer or an importer. The Contractor undertakes to waive in particular of the objection to be free from any liability obligations in its capacity as a mere seller.

10. Invoicing

Invoices shall be made out by the Contractor together with copies of the advice of delivery and/or the delivery note. The order number, item number etc. must be indicated clearly visible in all invoices; service invoices must be accompanied by service confirmation documents. Deliveries which are subject to customs duties shall furthermore, and irrespective of the foregoing clause, be governed by the provisions of point 4.

Non-taxable intra-Community deliveries: Invoices for supplies made within the EU shall be made out without charging VAT. Therefore, the international VAT ID numbers of the Principal and Contractor and a note referring to a "Tax-exempt intra-Community supply" must be indicated in the invoice.

Services performed within the EU: Invoices for services performed within the EU shall be made out without charging VAT. Therefore, the international VAT ID numbers of the Principal and Contractor and a note referring to "Passing of tax liability to the person to whom the services are provided" and/or "Reverse charge procedure" must be indicated in the invoice.

In the event of national invoices containing an order value of more than 10.000 Euros, both VAT ID numbers must be indicated on the invoice document. For domestic business transactions, the submitted invoice must show the value added tax rate and as a matter of principle, the VAT amount must be clearly stated. The invoice needs to be addressed to the Principal. In cases where the invoice contains another address than specified by the Principal, the invoice shall only be deemed to have been submitted, when it has been received by the Principal.

11. Payment

Unless otherwise agreed, the Principal shall make payments only after receipt of the invoice and complete and duly performed delivery/services and/or after a successful acceptance has taken place where the same has been agreed upon between the contracting parties within 30 days and a 3% cash discount or within 45 days and a 2% cash discount or after 90 days net.

The Principal shall reserve the right to prolong its acceptance once for a period of further 3 months. The Contractor hereby agrees to a compensation of claims and liabilities of any nature. This right to compensation shall also apply to the claims and liabilities of all companies that are affiliated with the Principal's Group. The assignment of the amounts due to the suppliers by the Contractor shall be permissible only with our express written consent of the Principal. Cash on delivery consignments shall not be accepted (with the exception of written specific agreements). Any complaints with regard to the delivery/services shall entitle the Principal to withhold payments which have become due. Any potential interest in arrears shall be deemed to have been agreed upon between the contracting parties with an interest rate of 5% p.a.

12. Inquiries, Order Documentation, Confidentiality

Any attachments to the inquiries or orders (e.g. plans, samples, models etc.) of the Principal shall remain the property of the Principal and may not be used for any other purposes than specified by the latter party without the written approval of the Principal; they must be returned without prior request to the Principal, together with the quotes, or after the complete execution of the order has taken place.

The use of the order for advertising purposes shall not be permitted. The order as well as any information, documents etc. relating to the same shall be treated confidentially as a business secret. No remuneration shall be granted for the elaboration of offers, plans, etc. The submission of quotes implies the consent that the Principal may forward technical tender documents, etc. to engineering partners etc. for technical examination, after providing assurances for secrecy of the received information. Quotation documents shall not be returned. The principal shall own the legal rights to documents created as a prerequisite for order fulfilment, e.g. drawings.

13. Miscellaneous

The Principal reserves the right, for itself, for the Ultimate Buyer and/or its inspecting bodies, to check that deadlines are met and to make intermediate and final tests (this includes inspection of packing) in Contractor's and its sub-contractors' and sub-suppliers' offices, production plants and storage facilities at any time during the design, planning and production stages and during the preparation of the delivery, and to reject faulty documentation and defective material. These controls and examinations do not release the Contractor from its responsibilities.

Any potential sub-suppliers, except for standard parts, must be communicated and shall require the approval by the Principal. Persons who carry out work on the Principal's premises in fulfilment of the contract must observe the respective plant regulations for safety and environmental protection. The liability of the Principal for accidents which happen to these people on the factory premises is excluded as far as these were not caused by intent or grossly negligent dereliction of duty of the legal representative or vicarious agents of the Principal.

14. Legal Venue

The legal venue shall be deemed to be the court of law having jurisdiction for the Principal as regards the subject matter in Stockholm, Sweden, or, according to its choice, the court competent as regards the subject matter at the business location of the Contractor. The Contractor shall be obliged to acknowledge the present existing agreement on the place of jurisdiction at any time in writing towards the Principal upon request.

15. Applicable Law

For the purpose of clarification of any questions in case of doubt arising in connection with the interpretation of these Terms and Conditions of Purchase, even in the event of a lawsuit, as well as under circumstances not covered in these Terms and Conditions of Purchase, only Swedish law shall apply exclusively, excluding its referral and conflict norms (EVG, EPRG) and excluding the U.N. Convention for the International Sale of Goods of 1980 (CISG) in its respective valid version.

Should any provision of these Terms and Conditions of Purchase become ineffective, this shall not affect the effectiveness or enforceability of the remaining provisions or parts thereof. The ineffective and unenforceable provision shall be replaced with a legally admissible new effective and enforceable provision, the content, meaning and purpose of which conform economically as far as possible to those of the replaceable ineffective provision.

16. Correspondence

In all correspondence, the complete order number (and/or enquiry number) as well as letter reference and date of the proceeding correspondence must be indicated. Any queries shall be exclusively directed to the Principal.

17. Code of Conduct for voestalpine Precision Strip Business Partners

This Code of Conduct defines the principles and requirements voestalpine imposes on its suppliers of goods and services and on business intermediaries, advisors, and consultants and other business partners. These principles and requirements are based on voestalpine's Code of Conduct and on the principles set forth in the UN Global Compact.

Compliance with the legal regulations

- The Business Partner undertakes to comply with the legal regulations of the applicable legal system(s).

Fair competition

- The Business Partner undertakes not to restrict free competition and not to infringe on national or international antitrust law rules.

Prohibition on active or passive corruption/prohibition on granting benefits (e.g. gifts) to employees

- The Business Partner undertakes that it shall not tolerate any form of active corruption (offering and granting benefits; bribery) or passive corruption (demanding and accepting benefits), nor shall it collude with such conduct in any manner whatsoever.

- The Business Partner undertakes that it shall not offer gifts or other personal benefits (e.g., invitations) to voestalpine employees or their close family members, where the total value of such benefits and the specific circumstances create the impression that a particular action is expected from the recipient of the benefit in return. The question of whether this is the case will depend on the specific circumstances of the individual case. Gifts of de minimis value and hospitality falling within the range of what is customary in business will, in any event, be permissible.

- The Business Partner furthermore undertakes that it shall offer customary market prices to employees procuring goods or services for their own personal use, and/or that it shall only grant rebates or other price reductions if they are granted to all voestalpine employees.

Respect and integrity

- The Business Partner hereby undertakes that it shall respect and comply with human rights as fundamental values on the basis of the European Convention for Human Rights and the UN Charter. In particular, this applies to prohibitions on child labour and forced labour, equal treatment of all employees, and the right of employee representation and collective bargaining.

- The Business Partner furthermore undertakes that it shall assume responsibility for the health and safety of its employees.

Code of conduct

■ The Business Partner will appropriately promote compliance with the substance of this Code of Conduct by its own business partners.

Confidentiality

■ The Contractor shall make sure that documents and information in any form, written or spoken, from voestalpine Precision Strip AB shall not be known to 3:rd party unless a written approval is received from the Principal.