

General Terms and Conditions of Service and Delivery of voestalpine Rotec Coating SRL

1. Area of Application

The following Terms and Conditions of Service and Delivery (hereinafter: “Terms of Service”) shall apply exclusively to the entire current and future legal relationship between voestalpine and the customer with respect to coating services to be provided by voestalpine (“Services”) and the delivery of products coated within the scope of the Services (“Deliverables”). The customer acknowledges the exclusive and binding nature of these Terms of Service by placing an order or by receiving delivery of the Deliverables and Services ordered, at the latest. If the customer uses conflicting, divergent or supplementary terms and conditions, they shall not be applicable to voestalpine even if voestalpine does not expressly object to them. voestalpine hereby objects to all references or mentions by the customer of the application of its own General Conditions of Purchase or other divergent terms and conditions.

2. Offer and Contract Formation, Approval of Drawings

- 2.1 voestalpine’s offers are non-binding and should only be construed as requests to place an order.
- 2.2 By placing an order, the customer gives notice of its intent to purchase, by which it is bound for two weeks from receipt thereof by voestalpine. A contract is not concluded until receipt of voestalpine’s written order confirmation. Said contract is governed exclusively by the content of the order confirmation, any framework agreement and/or these Terms of Service. Oral agreements or commitments must be confirmed by voestalpine in text form to be valid.
- 2.3 voestalpine reserves all rights to its own documents (especially its drawings, illustrations, production specifications and product requirements, process descriptions, feasibility studies, and cost breakdowns) as well as to the samples. They may not be made accessible to third parties, and must be promptly returned to voestalpine, upon request, without making copies.

- 2.4 voestalpine always provides the Services ordered in accordance with the customer's requirements – and at times does so with the participation of individual voestalpine Group companies and/or third parties. Therefore, the customer must attach the relevant descriptions of properties, technical data, weights, plans, sketches, dimensions, current drawings, etc. (hereinafter the “Specification of Properties”) to the respective order. The parties must expressly agree on this Specification of Properties in writing.
- 2.5 The Specification of Properties originate solely with the customer and is provided to voestalpine by the customer. voestalpine provides the Services in accordance with the Specification of Properties. voestalpine is not obliged to check the accuracy and feasibility of the Specification of Properties and other documents submitted by the customer. The Specification of Properties must always receive the express written approval of the customer. Otherwise, voestalpine shall not be obliged to perform. Therefore, voestalpine shall have no responsibility for the construction and design of the Deliverables.

3. Delivery Periods and Deadlines

- 3.1 Delivery periods and deadlines are only binding if they have been confirmed by voestalpine in writing and the customer has communicated or provided voestalpine with all information, pre-materials to be provided by the customer according to mutual agreement, Specification of Properties, approved plans, documents, authorizations and approvals necessary to make delivery on time and has made any agreed-upon advance payments in accordance with the contract. Agreed-upon periods shall commence on the date of the order confirmation or notice of acceptance. If additional or expanded orders are made at a later date, the periods shall be extended commensurately.
- 3.2 Unforeseeable, unavoidable events, which are beyond the control of voestalpine and are not the responsibility of voestalpine (such as force majeure, war, natural catastrophes, strikes, lock-outs, cyberattacks, governmental actions, shortages of energy or raw materials, damage from fire and explosion, disruptions of traffic and operations, epidemics, orders from higher authorities or similar events) shall release voestalpine from its obligation of timely delivery or performance for the duration thereof.

Agreed-upon periods shall be extended for the duration of the disruption. The customer shall be informed of the commencement of the disruption in a reasonable manner. If there is no foreseeable end to the disruption or if it lasts for more than four months, either party shall be entitled to rescind the agreement with respect to the affected range of goods and services.

- 3.3 All offers made and supply agreements concluded by voestalpine, including all supply obligations resulting therefrom, shall be subject to the express proviso that their fulfillment is not made legally or factually impossible or becomes considerably more difficult by measures imposed or urgently recommended by governmental authorities or other sovereign entities in an effort to combat the coronavirus pandemic (SARS-CoV-2) or other circumstances in this context. This shall apply particularly to cases where (further) execution of supply agreements can simply no longer be justified, either by reason of economic feasibility or due to health & safety reasons of voestalpine employees and/or employees of the respective sub-suppliers and contractors. voestalpine shall take into account the legitimate interests of the customer to the extent possible, whereby, however, no liability of any kind whatsoever shall arise from such non-fulfillment of delivery obligations, nor shall voestalpine bear the cost of such non-fulfillment, and the customer shall fully indemnify and hold voestalpine harmless in this respect.
- 3.4 The late delivery of materials and services, raw materials or vendor components or transport problems, for which voestalpine is not responsible, shall result in a reasonable extension of the delivery period. In such cases, voestalpine is obligated to promptly notify the customer of the commencement of the aforementioned circumstances. If the extension of the delivery period exceeds four weeks, the right to a timely resort to self-help is reserved.
- 3.5 If voestalpine's deliveries are delayed, the customer shall be entitled to rescission only if voestalpine is responsible for the delay and a reasonable grace period set by the customer for delivery has expired without performance.
- 3.6 If the customer is in default of acceptance or violates other cooperation requirements, voestalpine shall be entitled to appropriately store the Deliverables at the expense and risk of the customer or rescind the agreement, irrespective of its other rights.

3.7 voestalpine can make partial deliveries if this is justified and reasonable for the customer.

4. Shipping, Transfer of Risk, Insurance

Subsections 4.1 to 4.4 below shall apply only to the extent that the parties have not effectively agreed upon Incoterms 2010 or these have no relevant and effective provisions:

4.1 Unless otherwise agreed by the parties, shipment shall be FCA the voestalpine plant.

If the Deliverable is not collected within one week from the agreed-upon delivery date, voestalpine shall be entitled to arrange for transport via a reasonable route at the expense and risk of the customer.

4.2 If delivery is agreed upon but the details are not precisely defined, voestalpine shall reasonably determine the means of transport and the freight forwarder or freight carrier. voestalpine shall not provide or deliver the Deliverables in separate packaging or with corrosion protection.

4.3 The risk shall pass to the customer upon handover of the Deliverable to the transport company or to the customer itself. If the handover or shipment is delayed for reasons attributable to the customer, the risk shall pass to the customer on the date and time the customer is notified that the Deliverable is ready for shipment.

4.4 If voestalpine ships the Deliverables, voestalpine shall, at the request of the customer, insure the shipment Deliverables against transport damage, breakage, fire and accident at the customer's expense.

5. Prices, Payment Terms

5.1 Unless otherwise agreed by the parties, the prices agreed upon by voestalpine and the customer shall be fixed prices.

5.2 All voestalpine prices are always quoted ex delivery warehouse or plant, excluding the respective statutory value-added tax, packaging, shipping and insurance costs, and any taxes and customs duties incurred. The

currency of the voestalpine prices is included in the quotes. In case the prices are quoted without currency, the prices shall be in Euro.

- 5.3 If there are cost increases of any kind, particularly increases in the prices of raw materials, voestalpine shall be entitled to enter into price negotiations with the customer. Both parties must negotiate in good faith. If the parties cannot agree on new prices within three months from the opening of price negotiations by one of the parties, voestalpine shall be entitled to terminate the relevant contract between the parties or the relevant price agreement, together with all the supply contracts concluded thereunder, by giving three months' notice. Orders already being executed shall continue to be processed after termination.
- 5.4 voestalpine shall be entitled to issue partial invoices for partial deliveries within the meaning of Subsection 3.7.
- 5.5 Unless otherwise agreed by the parties, every voestalpine invoice shall be due and payable within 30 days after receipt by the customer without deductions. If this period expires without payment, the customer shall be in default.
- 5.6 The customer shall be deemed to have made payment only when voestalpine has the amount at its disposal.
- 5.7 If the customer defaults on a payment, voestalpine shall be entitled to demand default interest in the statutory amount. voestalpine's right to claim additional default damages shall remain unaffected.
- 5.8 The customer shall only be entitled to a set-off if its counterclaim is uncontested or legally enforceable.
- 5.9 The customer shall only be entitled to a right of withholding if its counterclaim is based on the same contract and is uncontested or legally enforceable.
- 5.10 If, after concluding the agreement, voestalpine realizes that the customer may not be able to meet its payment obligations, voestalpine shall be entitled to condition outstanding deliveries on prepayment or the provision of collateral. If prepayment is not made or collateral is not provided after the

expiration of a reasonable grace period, voestalpine can discontinue deliveries until prepayment is made or collateral is provided, or rescind some or all affected agreements, in whole or in part. voestalpine shall be free to assert additional rights.

6. Acceptance

6.1 To the extent that the parties have expressly agreed on an acceptance procedure for Services that constitute the performance of work, acceptance shall generally take place at voestalpine's plant (place of delivery), unless otherwise provided. voestalpine can determine the place of acceptance.

6.2 After completion of the Services, voestalpine shall inform the customer in writing or by e-mail that the Service is completed and give appropriate notice that the Service is ready for acceptance. The acceptance procedure shall follow promptly after notice that the Service is ready for acceptance, and the parties shall agree on an appropriate date for this. Acceptance shall be made in the simultaneous presence of an employee of voestalpine and an employee of the customer. An acceptance report shall be prepared, containing information on the time and place of the acceptance, any defects detected in the Services, and other remarks. The acceptance report shall be signed by both voestalpine and the customer.

Unless otherwise agreed, each party shall bear its own share of the costs arising from the acceptance procedure.

6.3 Acceptance cannot be refused due to immaterial defects.

6.4 Services shall also be deemed to have been accepted if voestalpine gives the customer a reasonable period for acceptance after completion of the Services, and the customer does not refuse acceptance within this period, citing at least one defect.

6.5 After acceptance, voestalpine shall be entitled to deliver the Deliverables to the customer or appropriately store the Deliverables at the expense and risk of the customer.

6.6 Upon acceptance, the risk for the Deliverables passes to the customer.

7. Properties, Customer's Rights regarding Defects, Duty to Inspect

7.1 Upon transfer of risk, the Services,

- (i) shall have the agreed-upon properties; this shall be measured exclusively by the specific agreements adopted by the parties in writing regarding the characteristics, features and performance characteristics of the Services ("Agreement on Properties"), or
- (ii) shall conform to the sample approved by the customer (if approval for production has been agreed upon).

voestalpine provides no general warranty that the Services will be suitable for certain intended uses by the customer, unless voestalpine has expressly warranted in writing that the Services will be suitable for the specific intended use.

Only the customer is responsible for deciding whether a Service, which conforms to the specific Agreement on Properties, is suitable for a certain purpose and for its intended type of use.

7.2 If the Services have been provided in accordance with the Specification of Properties (cf. Subsection 2.4), which has been developed and/or approved by the customer, its properties shall be measured exclusively by the Specification of Properties (and any additional Agreements on Properties adopted by the parties). The customer shall have no warranty claims against voestalpine for defects in the provision of the Service that are attributable to the Specification of Properties. In particular, the customer alone is responsible for the accuracy and feasibility of all Specifications of Properties and supplements thereto, which are developed by the customer and approved and handed over to voestalpine.

7.3 To the extent that the Deliverable conforms to the sample approved by the customer, the customer shall have no warranty claims against voestalpine (as long as the other agreed-upon Specifications of Properties have been met).

7.4 Information on prices and other informational materials and product descriptions provided to the customer by voestalpine (including factory

standards, material data sheets, test certificates, etc.) may not be construed to be guarantees of certain properties of the Deliverable; such guarantees of properties must be expressly agreed upon in writing.

7.5 The customer shall have no warranty claims against voestalpine in the following cases:

- (i) the Services provided meet requirements for professional surface treatment in materials and work according to the recognized rules of technology,
- (ii) unsuitability of the Deliverables for their intended purpose,
- (iii) unsuitable or improper use of the Deliverable,
- (iv) faulty installation or start-up of the Deliverable by the customer or a third party,
- (v) natural wear and tear on the Deliverable and its wearing parts,
- (vi) improper maintenance and/or treatment of the Deliverable in terms of voestalpine's instructions,
- (vii) chemical, electrochemical and/or electrical influences for which voestalpine is not responsible or other influences for which voestalpine is not responsible,
- (viii) occurrence of coagulum formation that is typical of the process and technically unavoidable,
- (ix) corrosion on those areas of the Deliverable that remain untreated as agreed.

7.6 As a prerequisite to asserting any rights based on defects in the Deliverable, the customer must inspect the Deliverable after handover and promptly inform voestalpine of any defects in writing, providing the delivery slip number, no later than seven calendar days after handover. In all cases, voestalpine must be given prompt written notice of any obvious transport damage and incomplete or obviously incorrect deliveries. Hidden defects must be promptly reported to voestalpine in writing after they are discovered or have become obvious. In addition to the statutory requirements, the notice of defect must be structured in such a way that it is possible to attribute and

trace the defect to a specific voestalpine delivery without a doubt. In particular, this requires the customer to designate the delivery slip number and the invoice number as part of its notice of defect.

- 7.7 With every notice of defect, voestalpine shall have the right to inspect and test the disputed Deliverable. The customer shall grant voestalpine the necessary time and opportunity to do so. voestalpine can also demand that the customer return the disputed Deliverable to voestalpine at voestalpine's expense.
- 7.8 voestalpine shall eliminate defects, at its own option, by either eliminating the defect at no cost to the customer or delivering a defect-free item as a replacement (jointly "rectification").
- 7.9 voestalpine shall assume all transport and road costs and costs of work and materials incurred for the purpose of rectification. If the notice of defect turns out to be unjustified and if this was discernible to the customer before it issued the notice of defect, the customer shall compensate voestalpine for all expenses incurred in this regard (such as travel expenses or shipping costs) and for damages.
- 7.10 The limitation period for the customer's rights due to defects shall be 12 months from delivery of the Deliverable to the customer. The statutory limitation periods shall apply to the customer's claims for compensatory damages on grounds other than defects in the Deliverable and to the customer's rights with respect to fraudulently concealed or intentionally caused defects as well as for Deliverables that are usually intended for use in a structure and this has caused their defectiveness.

8. Liability and Compensatory Damages

- 8.1 The amount of voestalpine's liability for the slightly negligent breach of essential contractual obligations or "cardinal obligations" shall be limited to foreseeable damages, which are typical for the contract. Essential contractual obligations (or cardinal obligations) are the obligations that provide the customer with the legal position that the contract is intended to grant the customer based on its content and purpose and the fulfillment of

which enables the proper implementation of the contract, and on compliance with which the customer regularly relies and may rely.

- 8.2 voestalpine shall not be liable for slightly negligent breach of contractual obligations other than those designated in Subsection 8.1.
- 8.3 In other respects, the customer's statutory claims to compensatory damages shall remain unaffected. In particular, voestalpine shall be fully liable for cases involving wrongful intent and gross negligence.
- 8.4 The aforementioned limitations on liability in Subsections 8.1 and 8.2 shall not apply in cases of strict statutory liability (particularly under the Product Liability Act), culpable bodily injury, loss of life or impairment of health caused by voestalpine, guarantees provided by voestalpine or fraudulently concealed defects.
- 8.5 Missing parts which have been handed over to us for the performance of the Service will only be replaced if the delivery of these parts to us is evidenced by a signed delivery note or in an equivalent other way and the risk for the parts has passed to us.

9. Product Liability

If the customer sells the Deliverable, it shall indemnify voestalpine *inter se* against any product liability claims asserted by third parties if the customer is responsible for the defect triggering the liability.

10. General Provisions

- 10.1 The customer may not assign its claims against voestalpine to third parties without the written consent of voestalpine.
- 10.2 In general, voestalpine shall be entitled to involve other voestalpine Group companies in the performance of the respective contract. Accordingly, voestalpine shall also be entitled to subcontract the customer's orders/contracts to other voestalpine Group companies.
- 10.3 Amendments and supplements to contractual agreements between voestalpine and the customer and/or these Terms of Service and any

ancillary agreements must be in written form. This also applies to any modification of this written-form requirement.

- 10.4 If a provision of the agreement and/or these Terms of Service is invalid, unlawful or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the parties agree to replace the invalid, unlawful or unenforceable provision with a valid, lawful and enforceable provision that comes closest to the economic purpose of the invalid, unlawful or unenforceable provision.
- 10.5 The place of performance for all reciprocal claims shall be the registered office of the supplying voestalpine plant.
- 10.6 The competent court where voestalpine has its registered office shall have exclusive jurisdiction over all disputes arising from this contractual relationship. However, voestalpine shall be entitled to sue the customer in any other legal place of jurisdiction.
- 10.7 The laws of Romania shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).