

General Terms and Conditions of Sale and Delivery of voestalpine Rotec GmbH (hereinafter “voestalpine Rotec”)

1. Area of Application

The following Terms and Conditions of Sale and Delivery (hereinafter: “Terms of Delivery”) shall apply exclusively to the entire current and future legal relationship between voestalpine Rotec and the customer with respect to the purchase of movable items (“Deliverables”). The customer acknowledges the exclusive and binding nature of these Terms of Delivery by placing an order or by receiving delivery of the Deliverables ordered, at the latest. If the customer uses conflicting, divergent or supplementary terms and conditions, they shall not be applicable to voestalpine Rotec even if voestalpine Rotec does not expressly object to them. voestalpine Rotec 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 Unless otherwise stated in the relevant offer, voestalpine Rotec’s offers are non-binding and should only be construed as requests to place an order.

2.2 By placing an order, the customer shall be bound for two weeks from receipt thereof by voestalpine Rotec. A contract is not concluded until receipt of voestalpine Rotec’s written order confirmation. Said contract is governed exclusively by the content of the order confirmation and/or these Terms of Delivery. Oral agreements or commitments must be confirmed by voestalpine Rotec in writing.

2.3 voestalpine Rotec reserves all rights to its own sales documents (especially its drawings, illustrations, weights and measurements, 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 without voestalpine Rotec's prior written consent, and must – at voestalpine Rotec's choice and upon its request – either be promptly returned to voestalpine Rotec, or be destroyed and/or deleted without making copies.

2.4 voestalpine Rotec always manufactures the Deliverables ordered in accordance with the customer's specific requirements – and at times does so with the participation of individual voestalpine Group companies and/or third parties. Therefore, the customer must attach in particular, but not exclusively, 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 Rotec by the customer. voestalpine Rotec produces the Deliverables in accordance with the Specification of Properties. voestalpine Rotec 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 (e.g. according to approval drawing including but not limited to dimensions, materials and tolerances). Otherwise, voestalpine Rotec shall not be obliged to perform. Therefore, voestalpine Rotec shall have no responsibility for the construction and design of the Deliverables.

3. Approval for Production

3.1 If the parties have agreed on an approval-for-production process (e.g. in accordance with IATF16949) for the Deliverables to be manufactured, this approval for production shall take place at the voestalpine Rotec production facility. The customer must provide written approval for production in each case.

3.2 Approval for production shall be based on a approval drawing provided to the customer by voestalpine Rotec. voestalpine Rotec shall not be obliged to

produce (and deliver) the Deliverables before it has received written approval for production from the customer.

- 3.3 By issuing the written approval for production, the customer confirms that the properties of the Deliverables are conforming for purposes of production. voestalpine Rotec meets its contractual obligations by delivering Deliverables that conform to approval drawing.

4. Delivery Periods and Deadlines

- 4.1 Delivery periods and deadlines are only binding if they have been confirmed by voestalpine Rotec in writing and the customer has communicated or provided voestalpine Rotec with all information, 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.

- 4.2 Unforeseeable, unavoidable events, which are beyond the control of voestalpine Rotec and are not the responsibility of voestalpine Rotec (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, orders from higher authorities or similar events) shall release voestalpine Rotec from its obligation of timely delivery or performance for the duration thereof. This shall also apply in case such event occurs while voestalpine Rotec is in delay with its delivery obligation. 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.

- 4.3 All offers made and supply agreements concluded by voestalpine Rotec, 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 Rotec employees and/or employees of the respective sub-suppliers and contractors. voestalpine Rotec 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 Rotec bear the cost of such non-fulfillment, and the customer shall fully indemnify and hold voestalpine Rotec harmless in this respect.
- 4.4 The late delivery of materials and services, raw materials or vendor components or transport problems, for which voestalpine Rotec is not responsible, shall result in a reasonable automatic extension of the delivery period. In such cases, voestalpine Rotec 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.
- 4.5 If voestalpine Rotec's deliveries are delayed, the customer shall be entitled to rescission only if voestalpine Rotec is responsible for the delay and a reasonable grace period set by the customer for delivery has expired without performance. In any event, the customary production times in the industry shall be taken into account in determining the reasonableness of the grace period.

4.6 If the customer is in default of acceptance or violates other cooperation requirements, voestalpine Rotec shall at its own choice be entitled to appropriately store the Deliverables at the expense and risk of the customer or rescind the agreement, irrespective of its other rights.

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

5. Shipping, Transfer of Risk, Insurance

5.1 Subsections 5.2 to 5.4 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:

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

If the Deliverable is not collected in due time, voestalpine Rotec shall at its own choice be entitled either to arrange for transport via a reasonable route at or to appropriately store the Deliverables, each at the expense and risk of the customer.

5.3 If delivery is agreed upon but the details are not precisely defined, voestalpine Rotec shall reasonably determine the means of transport and the freight forwarder or freight carrier. voestalpine Rotec shall provide or deliver the Deliverables unpacked and without corrosion protection.

5.4 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.

6. Prices, Payment Terms

- 6.1 Unless otherwise agreed in writing by the parties, the prices agreed upon by voestalpine Rotec and the customer shall be fixed prices. voestalpine Rotec's offer may include price adjustment clauses to be agreed upon by the parties that appropriately bind the customer.
- 6.2 Unless expressly otherwise agreed in writing, all voestalpine Rotec prices are always quoted in euros ex delivery warehouse or plant, excluding the respective statutory value-added tax, packaging, shipping and insurance costs, and any taxes and customs duties incurred.
- 6.3 voestalpine Rotec shall be entitled to issue partial invoices for partial deliveries within the meaning of Subsection 4.7.
- 6.4 Unless otherwise agreed by the parties, every voestalpine Rotec invoice shall be due and payable within 30 days from the date of the invoice without deductions. If this period expires without payment, the customer shall be in default.
- 6.5 The customer shall be deemed to have made payment only when voestalpine Rotec has the full amount at its free disposal.
- 6.6 If the customer defaults on a payment, voestalpine Rotec shall be entitled to demand default interest in the statutory amount. voestalpine Rotec's right to claim additional default damages (including but not limited to reminder fees) shall remain unaffected.
- 6.7 The customer shall only be entitled to a set-off if its counterclaim is uncontested or legally enforceable. For the avoidance of doubt, the customer is not entitled to a set-off against voestalpine Rotec for counterclaims against other companies affiliated with voestalpine Rotec.

6.8 The customer shall only be entitled to a right of withholding if its counterclaim is based on the same contract and is uncontested and acknowledged in writing by voestalpine Rotec or legally enforceable.

6.9 If, after concluding the agreement, voestalpine Rotec realizes that the customer may not be able to meet its payment obligations, voestalpine Rotec 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 Rotec can discontinue deliveries until prepayment is made or collateral is provided, or rescind some or all affected agreements, in whole or in part. voestalpine Rotec shall be free to assert additional rights.

7. Retention of Title

7.1 The Deliverables shall remain the property of voestalpine Rotec until full payment has been made for all voestalpine Rotec's claims arising from the business relationship with the customer.

7.2 In the case of a running account, the retention of title shall be deemed to secure voestalpine Rotec's claim for the balance due.

7.3 The customer may only sell Deliverables subject to retention of title ("Products Subject to Retention of Title") in the ordinary course of business. The customer hereby assigns its claim based on resale of the Products Subject to Retention of Title, including Products Subject to Retention of Title that have been processed, mixed or mingled, to voestalpine Rotec; voestalpine Rotec hereby accepts the assignment. The customer is revocably authorized to collect the claims assigned to voestalpine Rotec in its own name in trust for voestalpine Rotec. If the customer wishes to resell the Products Subject to Retention of Title while at the same time granting a deferral of the purchase price, the customer may do so only if - concurrently with the resale - it notifies the purchaser of the assignment by way of security and records the assignment in its books and accounts. Upon voestalpine Rotec's request, the

customer is obliged to disclose to voestalpine Rotec the assigned receivable together with its debtor and all documents and informations required for the collection of the receivable. voestalpine Rotec may revoke this authorization and the customer's entitlement to resell the Deliverables if the customer defaults on cardinal obligations, such as making payment to voestalpine Rotec. In the event of revocation, voestalpine Rotec shall be entitled to collect on the claim itself. The customer is not entitled to pledge the Products Subject to Retention of Title, transfer them as security or make any other disposition that may jeopardize voestalpine Rotec's ownership. If the customer sells the Products Subject to Retention of Title after processing or modification or after combining or blending them with other goods, or otherwise in conjunction with other goods, the assignment of claims shall only be deemed to apply to the part that corresponds to the price agreed upon between voestalpine Rotec and the customer plus a safety margin of 10% of that price.

- 7.4 Any processing or modification of the Products Subject to Retention of Title by the customer is always undertaken on behalf of voestalpine Rotec. If the Products Subject to Retention of Title are processed with other items, voestalpine Rotec shall acquire co-ownership of the new item in the ratio of the value of the Products Subject to Retention of Title to the other processed items at the time of processing. In other respects, the same shall apply to the new item as applies to the Deliverables subject to retention of title.
- 7.5 If the Products Subject to Retention of Title are combined or blended with other items, voestalpine Rotec shall acquire co-ownership of the new item in the ratio of the value of the Products Subject to Retention of Title to the other items at the time of combination or blending. If the combination or blending is done in such a way that the customer's item is considered to be the main item, it is deemed agreed that the customer transfers pro rata co-ownership to voestalpine Rotec. The customer shall safeguard the joint property for voestalpine Rotec.

- 7.6 The customer shall provide voestalpine Rotec with all requested information regarding the Products Subject to Retention of Title or the claims assigned to voestalpine Rotec thereunder at any time. The customer shall immediately report any attachments of or claims to Products Subject to Retention of Title by third parties to voestalpine Rotec and hand over the necessary documents. At the same time, the customer shall notify the third party(ies) of voestalpine Rotec's retention of title. The customer shall bear the costs of defending against any such attachments and claims.
- 7.7 To the extent possible, the customer shall separately label the Products Subject to Retention of Title as the property of voestalpine Rotec and treat them with care for the duration of the retention of title.
- 7.8 If the realizable value of the collateral exceeds the entirety of voestalpine Rotec's secured claims by more than 10%, the customer shall be entitled to demand release of collateral to this extent.
- 7.9 To the extent that the retention of title cannot take effect at the foreign destination of the Deliverables or Products Subject to Retention of Title, or cannot take effect to the extent envisioned herein, the customer shall duly cooperate in providing the amount of collateral that most closely approximates a retention of title in scope and effect.

8. Acceptance

- 8.1 To the extent that the parties have expressly agreed on an acceptance procedure for Deliverables, acceptance shall generally take place at voestalpine Rotec's plant (place of delivery), unless otherwise provided. voestalpine Rotec can determine the place of acceptance.
- 8.2 Unless otherwise agreed, each party shall bear its own share of the costs arising from the acceptance procedure.
- 8.3 Acceptance cannot be refused due to immaterial defects.

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

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

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

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

9.1 Upon transfer of risk, the Deliverable,

(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 Deliverable, including the related Services ("Agreement on Properties"), or

(ii) shall conform to the approval drawing approved by the customer (if approval for production has been agreed upon).

voestalpine Rotec provides no general warranty that the Deliverables or Services will be fit or suitable for certain intended uses by the customer, even if the intended use was made known to voestalpine Rotec, unless voestalpine Rotec has expressly warranted in writing that the Deliverables will be fit or suitable for the specific intended use.

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

9.2 If the Deliverable has been processed 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 Rotec for defects in the Deliverable 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 Rotec.

- 9.3 To the extent that the parties have agreed on approval of the Deliverable for production (cf. Subsection 3) and the Deliverable conforms to the prototype and/or sample approved by the customer, the customer shall have no warranty claims against voestalpine Rotec (as long as the other agreed-upon Specifications of Properties have been met).
- 9.4 Information included in price lists and other informational materials and product descriptions provided to the customer by voestalpine Rotec (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 by voestalpine Rotec and the customer.
- 9.5 Customary and/or production-related quantity and weight deviations of up to 10% of the order quantity shall be permissible. Also permissible are customary deviations in quality/properties caused by the Deliverable and its manufacture.
- 9.6 The customer shall have no warranty claims against voestalpine Rotec in the following cases:
- (i) unsuitability of the Deliverables for their intended purpose if they were manufactured in accordance with the customer's plan, e.g. based on the customer's drawings, specifications or the like,
 - (ii) unsuitable or improper use or processing of the Deliverable,

- (iii) faulty installation or start-up of the Deliverable by the customer or a third party,
- (iv) natural wear and tear on the Deliverable and its wearing parts,
- (v) improper maintenance and/or treatment of the Deliverable in terms of voestalpine Rotec's instructions,
- (vi) chemical, electrochemical and/or electrical influences for which voestalpine Rotec is not responsible or other influences for which voestalpine Rotec is not responsible.

Technical consultations by voestalpine Rotec generally constitute a service of an informational nature and therefore serve merely as technical guidance. To the extent that the content of the technical consultations did not expressly become part of the content of the written contract, no claims of any kind can be derived from them.

9.7 As a prerequisite to asserting any rights based on defects in the Deliverable, the customer must inspect the Deliverable after handover and in due course inform voestalpine Rotec of any defects in writing, providing the invoice number, no later than seven calendar days after handover. In all cases, voestalpine Rotec 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 Rotec in writing after they are discovered. 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 Rotec 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. In the event of improper or belated notices of defect, the legal consequences set forth in Sec. 377 of the Austrian Business Code (UGB) shall apply. Reference is made to the applicability of Sec. 378 of the Austrian Business Code (UGB).

9.8 With every notice of defect, voestalpine Rotec shall have the right to inspect and test the disputed Deliverable within a reasonable period of time, no more than 5 business days after an appropriate request. The customer shall grant

voestalpine Rotec the necessary time and opportunity to do so. voestalpine Rotec can also demand that the customer return the disputed Deliverable to voestalpine Rotec at voestalpine Rotec's expense.

- 9.9 In case of a justified, proper and timely notice of defect, voestalpine Rotec shall within a reasonable period (taking into account production times customary in the industry) and at its own option, either replace the defective Deliverables with a corresponding amount of Deliverables that are free from defects or repair the defects (jointly "rectification").
- 9.10 voestalpine Rotec does not recognize or pay any flat-rate fees for complaints, damages or sorting. voestalpine Rotec 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 due to wrongful intent or gross negligence and if this was discernible to the customer before it issued the notice of defect, the customer shall compensate voestalpine Rotec for all expenses incurred in this regard (such as travel expenses or shipping costs) and for damages.
- 9.11 voestalpine Rotec can refuse to rectify the defect if rectification is impossible or only possible at a disproportionately great expense and/or effort. The judgment of whether the expense is disproportionately great shall be made based on the circumstances of the individual case. In particular, disproportion shall be indicated if the chosen type of rectification exceeds the costs of a possible alternative type of rectification by more than 20% (so-called relative disproportion) or if the costs of rectification exceed 150% of the value of the item in a defect-free condition or 200% of the reduced value caused by the defect (so-called absolute disproportion).
- 9.12 If voestalpine Rotec is unable to rectify the defect or if rectification is unreasonable for the customer or if voestalpine Rotec has refused to rectify the defect in accordance with Subsection 9.11 or Sec. 932 (2) of the Austrian Civil Code (ABGB), voestalpine Rotec shall implement an appropriate price reduction (by way of credit note procedure, where appropriate).

- 9.13 The limitation period for the customer's rights due to defects shall be 12 months. During the entire 12-month-period from the relevant date of transfer, the customer shall bear the burden of proof for demonstrating that the Deliverables were already defective at such relevant date. Sec. 924 (2) of the Austrian Civil Code (ABGB) shall not apply. As far as permissible under statutory law, all claims asserted by the customer based on inadequate fulfillment of contractual or statutory obligations shall be subject to the provisions of Subsection 10.1 and 10.2 hereof (Liability and Compensatory Damages). 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.
- 9.14 To the extent that voestalpine Rotec eliminates defects outside of the warranty or provides other services, it shall charge the applicable prices for these services on a time-expended basis.
- 9.15 The Customer's claims based on or in connection with defective Deliverables, including any claims for damages, may not be transferred or assigned to third parties. The assertion of claims against voestalpine Rotec under Sec. 933b Austrian Civil Code (ABGB) is expressly excluded.

10. Liability and Compensatory Damages

- 10.1 The liability of voestalpine Rotec shall be governed exclusively by the provisions of the above sections. To the extent permitted by law, voestalpine Rotec assumes no liability for any claims – on whatever legal ground – not expressly permitted therein (including with respect to its statutory representatives, employees, agents, vicarious agents, etc.). It also assumes no liability for damage claims based on slight negligence, for the payment of indirect damages or consequential damages (particularly due to production downtime or business interruptions), for lost profit or for positive damages in the form of lost revenues, unrealized savings, lost interest or purely pecuniary damages.

10.2 In addition, the total liability of voestalpine Rotec, on whatever legal ground, shall be limited to the benefits under its business liability insurance. Moreover, for breach of contractual obligations, the total liability of voestalpine Rotec shall be limited to a maximum of 100% of the order value for the individual deliveries that were the source of the losses (excluding any additional charges for shipping, packaging, storage or customs duties). This cap on total liability shall also include any claims for reimbursement of expenses, warranty claims and claims based on separately agreed-upon guarantees. In other respects, all claims in connection with voestalpine Rotec's Deliverables shall be time barred no later than 18 months after the date on which risk and peril were transferred to the Customer. Any recourse claims for "product liability" by the Customer – or by third parties attributable to the Customer's sphere – are excluded, unless the party entitled to recourse proves that the product defect within voestalpine Rotec's sphere was caused by gross negligence.

10.3 The aforementioned limitations on liability in Subsections 10.1 and 10.2 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 Rotec, guarantees provided by voestalpine Rotec or fraudulently concealed defects.

11. Product Liability

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

12. Confidentiality

12.1 To the extent that the parties have not concluded a separate confidentiality agreement, the following shall apply:

- 12.2 The Customer agrees to maintain strict confidentiality with respect to all confidential information, such as all technical, commercial and/or business information, including prices and payment terms, formulas and product compositions, illustrations, drawings, ideas, designs, electronically recorded data, product samples, etc., in verbal, written or electronic form (and other possible forms of presentation) – hereinafter collectively referred to as “Confidential Information” – which the Customer directly or indirectly receives from voestalpine Rotec in connection with this business relationship and all information in which voestalpine Rotec has a recognizable interest in confidentiality. The Customer shall also be strictly liable to voestalpine Rotec for ensuring that confidentiality is also maintained by all employees of the Customer and by third parties to whom the Customer has made relevant information available with the consent of voestalpine Rotec. This obligation shall continue after the end of the agreement.
- 12.3 Data made available to the Customer under an agreement with voestalpine Rotec may only be used for the intended contractual purposes. To the extent that the data must be stored by the Customer or a third party utilized by the Customer, it must be protected as well as possible and irreversibly and verifiably deleted as soon as possible, but no later than the end of the contract. Deletion shall be confirmed to voestalpine Rotec in writing, upon request. The Customer shall promptly and expressly inform voestalpine Rotec, if there is actual or threatened unauthorized access of the data belonging to voestalpine Rotec.
- 12.4 Confidential Information may only be copied and disclosed in accordance with operating requirements and may only be copied for and disclosed to Customer employees who have a need to know the information for the agreed-upon purpose. Confidential Information may only be disclosed to third parties with prior written consent, and all reasonable precautions shall be taken to prevent third parties from gaining access to Confidential Information.

- 12.5 The aforementioned obligations relating to Confidential Information shall not apply if the Customer can prove the following:
- (i) the information was already generally available at the time of the disclosure or became generally available thereafter through no fault of its own;
 - (ii) the information was already in its possession at the time of disclosure;
 - (iii) the information was made available by a third party with no obligation to refrain from disclosing or utilizing the information, provided that this third party did not directly or indirectly receive the information from voestalpine Rotec or a company affiliated with voestalpine Rotec within the meaning of Sec. 15 of the Austrian Stock Corporation Act (AktG); or
 - (iv) the information must be disclosed to government authorities under applicable mandatory law.
- 12.6 The Customer may only use the Confidential Information disclosed to it by voestalpine Rotec for its intended purpose. It shall use the same care in protecting the secrecy of this information that it uses in protecting its own information, but at least the care required in normal business practice.
- 12.7 Specific information does not come within the aforementioned exceptions per se because it is encompassed by general knowledge and experience that come within this exception. Likewise, a combination of individual pieces of information does not come within the aforementioned exceptions because the individual pieces of information in the combination come within these exceptions per se, but only if the combination itself comes within these exceptions.
- 12.8 To the extent that voestalpine Rotec provides the customer with information in accordance with Subsection 12.2 or makes it available, voestalpine Rotec expressly reserves all rights, particularly intangible property rights (including intellectual property rights, copyright/trademark and utility model rights, etc.) to this information and, in the absence of an express agreement to the

contrary, no license or other permission to use the information is associated with the provision or availability of the information. In the absence of a specific written agreement to the contrary in a specific case, the Customer agrees to refrain from using, processing, analyzing, reverse engineering or imitating this information, particularly any samples (“Reverse Engineering”) or inspecting it and further agrees to only make it available to other persons within the context of this agreement.

13. Compliance

The principles and guidelines for sustainable, ethical/moral and legally sound conduct in business defined in the “Code of Conduct of voestalpine AG” and the “Code of Conduct for voestalpine Business Partners,” which is based thereon, are available online at <http://www.voestalpine.com/group/de/konzern/compliance> in the applicable versions and shall expressly be noted by the Customer and incorporated into the Customer’s basic principles and rules. If, in an individual case, there are obvious and serious violations of the basic principles and rules in the Code of Conduct by the Customer, which make it unreasonable for voestalpine Rotec to continue the business relationship, voestalpine Rotec shall be entitled to dissolve the contractual relationship for good cause, effective immediately. In such cases, the Customer shall indemnify voestalpine Rotec and hold it harmless against any resulting losses and detriments.

14. Audits and Right to Inspect Documents

For the purposes of protecting sensitive corporate information and data (e.g. protectable technical and commercial know-how) and honoring existing non-disclosure obligations on the part of voestalpine Rotec toward third parties, voestalpine Rotec expressly reserves the right to limit the exercise of any contractually agreed-upon auditing rights or rights to inspect its business records to the extent necessary in terms of their nature, content, scope and the identities of the auditors so that they are proportionate to

their purpose. Audits/inspections can only be conducted during regular business hours (Mon.-Fri. from 8:00 a.m. to 5:00 p.m.) with (at least 14 business days') prior written notice, and agreement on the date with voestalpine Rotec. Express reference is made to the applicability of the existing visitor rules and safety rules at the respective places of business. Audits/inspections may not disrupt or interrupt production processes or create safety risks. Any information, of any kind, obtained by the Customer or the auditor in the course of an audit/inspection shall be kept strictly confidential and used exclusively for purposes of the auditing rights granted by contract. The Customer itself shall bear the costs incurred in connection with any audit or inspection.

15. General Provisions

- 15.1 The customer may not assign its claims against voestalpine Rotec to third parties without the written consent of voestalpine Rotec.
- 15.2 In general, voestalpine Rotec shall be entitled to involve other voestalpine Group companies in the performance of the respective contract. Accordingly, voestalpine Rotec shall also be entitled to subcontract the customer's orders/contracts to other voestalpine Group companies.
- 15.3 Amendments and supplements to contractual agreements between voestalpine Rotec and the customer and/or these Terms of Delivery and any ancillary agreements must be in written form. This also applies to any modification of this written-form requirement.
- 15.4 If a provision of the agreement and/or these Terms of Delivery 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.

- 15.5 The place of performance for all reciprocal claims shall be the registered office of the supplying voestalpine Rotec plant.
- 15.6 The competent court in Leoben, Austria shall have exclusive jurisdiction over all disputes arising from this contractual relationship. However, voestalpine Rotec shall be entitled to sue the customer in any other legal venue.
- 15.7 The laws of the Republic of Austria shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).