

General Terms and Conditions of Sale of Goods

I. Conclusion and Amendments of Contracts

- The following General Terms and Conditions (the "General Terms and Conditions") alone shall apply exclusively to any voestalpine Steel Service Center Romania SRL (hereinafter referred to also as the "Seller" or "we", "us", "our") sale and deliveries of goods unless an explicit written deviation has been agreed upon. Conflicting purchase requirements on the part of the buyer of the goods, namely beneficiary of the deliveries of goods (hereinafter referred to as the "Buyer") are thus explicitly vetoed and they shall not be included and/or applied in any contract. Any general conditions of the Buyer are hereby deemed inapplicable from the execution date of these General Terms and Conditions and/or of the receipt of any order issued by the Buyer, unless the Seller has agreed thereupon explicitly in writing for each particular situation. Any additional conditions shall be agreed upon mutually in writing.
- All our present and future deliveries of goods and services including other connected services shall be carried out exclusively on the basis of these General Terms and Conditions, which shall be an integral part of any orders issued by the Buyer and confirmed by us in writing, which shall compose together the contract between the parties.
- Our offers are not binding. Illustrations, drawings and trademark specifications included in our offers are not binding.
- Contracts only become effective upon written confirmation of the Buyer's order by us, as of the date the confirmation arrives to the Buyer, or upon dispatch of the goods by us following the Buyer's order. The Buyer's order shall be binding and irrevocable for the Buyer. For the avoidance of any doubts, contracts only become effective if the confirmation arrives to the Buyer or if the dispatch of the goods by us takes place within the validity term of the order. Deviating additional agreements require our explicit written agreement.
- Notwithstanding chapter I section 4 above, in case there is no agreement between the Buyer and the Seller regarding the price, the contract shall be considered concluded only on the date of acceptance of the price by the Buyer, respectively on the date of receiving the written confirmation of the Buyer with respect to the prices communicated by the Seller through the confirmation of the Buyer's order.
- The full or partial assignment and/or transfer in any way by the Buyer of the rights and/or obligations it holds under the contract, either severally or jointly, is expressly prohibited without the prior written approval of the Seller.

II. Prices

- Prices are net fixed prices without VAT and without any deduction, compensation/set-off or retention, irrespective of the nature or the grounds for such deduction, compensation/set-off or retention, except as set out in article chapter V section 5.
- Any amounts set in EUR owed by the Buyer to the Seller will be paid in RON at the exchange rate communicated by the National Bank of Romania for the invoice issuing date, except when the payments in EUR to the Seller are allowed as per the legal provisions in force (e.g. the Buyer is not resident in Romania).
- All costs of the sale (including for the transfer of the ownership over the goods) and of the payment of price shall be borne by the Buyer.
- The Seller can withhold from any amounts due to the Buyer any amounts due by the latter to the Seller, including the amounts due as price and/or damages, being entitled to set them off.

III. Delivery

- Delivery is in principle ex works (EXW), unless expressly agreed otherwise by the parties in writing. Risk transfer to the Buyer takes place when the goods are ready for collection, at the Seller's premises located in Giurgiu, 3 voestalpine Street, Giurgiu County, Romania. If transportation by the Seller has been agreed upon, all risks are transferred to the Buyer when the goods are ready for unloading at the agreed destination.
- Any deviating delivery conditions are to be agreed upon separately in writing. The currently valid version of INCOTERMS at the date the contract is concluded shall apply.
- In principle, the delivery is considered to have been executed at the date of the readiness of the goods for delivery provided in the notification carried out by the Seller to the Buyer.
- If we notify the readiness of the goods for delivery, the Buyer has to take over the ready-to-pick-up goods at the date provided in our notification, based on a takeover protocol or an equivalent written deed signed by the duly authorised representative of both the Seller and the Buyer, ascertaining the condition of the goods upon delivery and any objections of the Buyer with respect to the quality and/or quantity of the goods. For such purposes, the carrier contracted by the Buyer will be deemed as the authorised representative of the Buyer. Should the Buyer not take over the said goods at the date of the readiness of the goods for delivery notified by us and/or should refuse to sign the takeover protocol for any reason, all risks related to the goods shall pass to the Buyer on notification of the readiness of the goods, the goods will be deemed to have been taken over by the Buyer in proper condition in accordance with the contractual requirements and without any obvious and/or concealed defect at the aforementioned date and the price of the goods may be invoiced. After this date we are merely obliged to store the goods at the expense and risk of the Buyer. We are liable with respect to the stored goods only in the case of our gross negligence or willful misconduct. In addition, we are entitled to claim from the Buyer any direct and/or indirect, predictable and/or unpredictable damages caused to us due to failure of the Buyer to take over the goods on time, including due to necessity to store such goods.
- Unless a separate agreement has been made, the goods shall be delivered unpacked.
- The cargo shall be secured by the carrier designated to transport the goods to destination, which shall also provide the necessary means to secure the cargo.
- Buyers, suppliers and other providers of voestalpine Steel Service Center Romania SRL are obliged to be familiar with the current versions of the Seller's General Terms and Conditions of Sale of Goods and the Code of Conduct for Business Partners, undertaking to observe the provisions of the afore mentioned documents, both of which are published on the web site: www.voestalpine.com/sscromania.

IV. Delivery time

- Delivery times are not binding for us.
- The delivery term commences to run on the date of acceptance in writing of the order by us, but not before all the particulars of the order have been clarified in full. If the Buyer has to fulfil pre-conditions (e.g. provision of documents, authorisations, clearances or down-payments), the delivery term commences after fulfilment of these conditions. This also applies if delivery terms or dates were explicitly fixed by agreement.

V. Payment

- Payment of the purchase price, including the related VAT, if applicable, shall be made by the 15th of the following month after the date of delivery or the date when the delivery is deemed to have been made as per chapter III above, without any deduction, compensation/set-off or retention, irrespective of the nature or the grounds for such deduction, compensation/set-off or retention, except as set out in chapter V section 5. Any deviating agreements shall be made in writing.
- Failure to comply with our conditions of payment or the occurrence of circumstances which could impair the Buyer's creditworthiness results in all outstanding liabilities (including payments) of the Buyer becoming due immediately. Furthermore, we are entitled, at our discretion, to execute outstanding deliveries only against down-payment and/or against securities respectively and/or to unilaterally cancel the contract by a simple notification (cancellation statement) sent to the Buyer, who will be deemed de jure in delay as of the date of failure to fulfil its obligations and, if necessary, demand compensation for all direct and/or indirect, predictable and/or unpredictable prejudices arising from non-fulfilment, improper and/or late fulfilment of obligations.
- If the Buyer is in default of payment, it is liable to constitute securities in our favour with respect to all outstanding receivables by way of assignment, by liens, by mortgage or by other suitable guarantee means, as per our choice and to obtain the debtor's agreement in this respect or to fulfil all the

required formalities in order to make it opposable to the debtor and/or to third parties (as the case may be).

- If the Buyer is in default of payment, he is liable to pay delay interest at the rate of 5% above the reference interest rate of the National Bank of Romania, however, a minimum of at least 9% p.a. applied to the outstanding amount.
- Retention or set-off against our claims is only admissible for counterclaims of the Buyer which are confirmed by definitive and irrevocable court decision.
- In case of default of payment or late payment, including the failure to pay on time one instalment of the price which does not exceed one eighth of the total price, the Seller is entitled to rightfully cancel the contract, without delay notification, without forbearance, without any intervention of the court of law and without fulfilling any other formalities, the Buyer being deemed in default by the simple expiry of the payment term, but without prejudice to Seller's right to alternatively request the Buyer to properly fulfil its obligations. Notwithstanding the provisions above and apart from these provisions, the Seller is entitled to unilaterally cancel the contract, by written notice (cancellation statement) communicated to the Buyer in case the Buyer fails to fulfil or improperly fulfils or delays to fulfil any of the obligations under the contract.
- Moreover, the Seller is entitled to claim direct and/or indirect, predictable and/or unpredictable damages for all the prejudices caused to it by the Buyer's failure to fulfil, improper or late fulfilment of any of its obligations under the contract (irrespective of the cancellation or not of the contract by the Seller).

VI. Retention of title

- Until the whole purchase price has been paid and/or until any claims of the Seller from or in connection with the contract or from the ongoing business relationship between the Seller and the Buyer has been settled, the delivered goods shall be goods subject to retention of title and remain the property of voestalpine Steel Service Center Romania SRL, even if the goods are taken over by the Buyer, but the risks related to such goods will be transferred to the Buyer as of their takeover or deemed takeover by the latter as per chapter III. The Buyer shall have such goods stored separately or have them labelled clearly.
- As long as the Buyer has outstanding liabilities to us, all delivered goods shall remain our property until all our claims, in particular claims relating to the debts registered in the Buyer's client account, on whatever legal grounds, have been completely settled. This also applies if payments have been made on receivables identified separately. If goods subject to retention of title are processed to a new product, the Seller shall acquire automatically the ownership over the new product, if the value of the delivered goods is higher than the production costs and/or the value of the other goods incorporated in the new product (if they cannot be separated without causing a damage exceeding a tenth of the value of the other goods) under the legal conditions, or joint ownership in such new product in proportion to the value of the delivered goods subject to retention of title to the extent permitted by the legal provisions, the value of the delivered goods being higher than the production costs and/or the value of the other goods incorporated in the new product (if they cannot be separated without causing a damage exceeding a tenth of the value of the other goods) or the difference between such values not being significant or, if it is not possible to acquire such joint ownership over the product as per the legal provisions, the Seller shall be entitled to damages in value of the delivered goods subject to retention of title. Goods already paid continue to represent guarantee for outstanding liabilities.
- The Buyer is not entitled to dispose of the goods subject to retention of title, in particular, transfer by way of security or in any other way and pledging as collateral. A general ban on assignment of the Buyer's rights applies.

VII. Warranty

- The goods must be in suitable condition, as contractually agreed, on the date on which the risk (cf. chapter III.) is transferred to the Buyer. Complaints by the Buyer as regards the obvious defects of the goods shall be made on the date of delivery or on the date deemed as the delivery date as per chapter III or, (exceptionally) if transportation by the Seller has been agreed upon, at the latest on the date the goods are ready for unloading by the Buyer at the destination.
- Notification of defects which, due to their nature, cannot be discovered on immediate inspection as per section 1 above without qualified assistance by a diligent and prudent buyer (concealed defects) shall be made immediately after detection, at the latest within 3 months from the receipt of the goods by the Buyer. Such notification term with respect to the concealed defects of the goods represents the contractual warranty period and is without prejudice to the limitation period for the Buyer's claims regarding concealed defects occurring during such contractual warranty period, limitation period which is of 3 years as of the date the Buyer discovers the concealed defects. In the event of the occurrence of defects any processing of the goods shall be stopped immediately. After the expiry of the contractual warranty period we are not liable for defects for any reason whatsoever. Should the defects have existed at the time of transfer of the risks regarding the goods, the burden of proof lies with the Buyer.
- If the delivered goods are defective at the date provided under section 1 above or if hidden defects arise within the warranty period provided under section 2 above, the Buyer hereby irrevocably agreed that it is entitled only to remediation of the defect or a replacement of the defective delivered goods within an adequate period. No additional claims, in particular concerning a price reduction, on whatever legal basis, or cancellation of the contract as regards the defective products on whatever legal basis, may be made unless this has been agreed upon separately with us in writing. Claims for compensation exceeding these remedies are limited to direct and predictable damages and the Buyer is only entitled to them if we or one of our agents is responsible for gross negligence or intent. There shall be no compensation for consequential damage.
- If the Buyer does not give us the opportunity to ascertain the defect and does not make proof of the existence of the defect at the time of transfer of the risks regarding the goods, the Buyer shall not be entitled to request damages.
- Declassed materials (those presenting wear, defects or those deformed) and special items at special prices may be examined by the Buyer before dispatch. The Buyer shall not be entitled to any warranty rights for declassified materials or special items, hereby expressly acknowledging and agreeing that such items might present wear and/or defects. The Buyer undertakes the risk of occurrence of the eviction and the Seller is exonerated from the obligation of warranty against eviction, except for eviction caused after the sale of the goods by itself or due reasons acknowledged by the Seller at the date of the sale of the goods, but not disclosed to the Buyer.

VIII. Product liability

- Unless otherwise stipulated as a mandatory liability in the Law No. 240/2004 regarding the producers' liability for damages resulting from defective products in the currently valid version or any normative deed replacing it, and/or save in case of expressly taking on a risk by us (the Seller) as ascertained in writing, we are absolved from liability for damages resulting from the goods delivered to the Buyer.
- If claims are made on a foreign buyer as importer resulting from the defectiveness of goods delivered by us, Romanian law shall apply and prevail for any regress claims.
- Responsibility limitations from the hereby chapter do not apply if any compulsory specific provisions, including those regarding consumers' protection (if the goods are delivered to consumers), state otherwise.
- If the Seller is held liable by any court of law in connection with the distribution of the goods by the Buyer, the Buyer shall indemnify and hold the Seller harmless against any damage, cost or expense of the Seller incurred in connection therewith.

IX. Subject to own supply

Our obligation to deliver and/or to deliver in due time is subject to us being supplied properly and in good time by our suppliers.

Any circumstances not arising from our wilful misconduct or gross negligence which impede deliveries or make them impossible entitle us to postpone delivery for the period of the obstruction, to which a reasonable term shall be added for resuming the deliveries, or to unilaterally terminate the contract immediately for that part of the goods which could not have been delivered, by a written notification, without owing any damages to the Buyer.

X. Force majeure and similar events

1. Force majeure events which include inter alia strikes, major business disruptions and any external, unpredictable and unavoidable circumstances which impede deliveries or make them impossible, irrespective of whether they occur to us or to one of our suppliers, also entitle us to postpone the delivery and/or the fulfilment of any other obligations under the contract for the period of the obstruction to which a reasonable term shall be added for resuming the deliveries and/or resuming fulfilment of the obligations, or to unilaterally terminate the contract immediately for that part of our obligations which could not have been fulfilled, by a written notification, without owing any damages to the Buyer.
2. The Buyer may require us in writing to provide an explanation of whether we intend to withdraw from delivery or whether we intend to deliver within a suitable period of time. If we fail to provide an explanation within 15 days as of the receipt of the request, the Buyer may unilaterally terminate the contract by written notification.

XI. Place of performance

The place of performance shall be Giurgiu, 3 voestalpine Street, Giurgiu County, Romania, unless otherwise expressly agreed by the parties in writing.

XII. Place of jurisdiction, applicable law

1. The contract shall be governed exclusively by the laws of Romania, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (cf. Official Gazette of Romania, Part I No. 54 of 19.03.1991).
2. In case a dispute in relation to the contract occurs between the Seller and the Buyer and the parties do not succeed to amiably settle the respective dispute, the parties agree that the dispute resulting from the contract or related to execution, performance or termination hereof, shall be settled by means of arbitration, by the Court of International Commercial Arbitration of the Romanian Chamber of Commerce and Industry, in compliance with the Rules of arbitration procedure of the Court of International Commercial Arbitration, in force, published in the Official Monitor of Romania, Part. I. The arbitration court shall decide also upon temporary measures and upon the litigation expenses. The place of arbitration will be Bucharest. The arbitration court will be composed of 3 (three) arbitrators appointed in accordance with the aforementioned rules. The arbitral proceedings will take place in Romanian language. The arbitral award will be final and binding. For the avoidance of any doubt, irrespective of this arbitration clause, the Seller will be entitled to address to the competent courts of law from Bucharest, Romania payment summons and/or payment ordinances under Government Emergency Ordinance no. 119/2007 or under any equivalent normative deed or normative deed replacing it against the Buyer for recovery of any amounts the latter owes to it.

XIII. Reimbursement of costs

If the Buyer is in default, including when the Buyer is in delay with respect to the payment for the goods delivered by the Seller, it is liable to reimburse any out-of-court pre-process prosecution

costs, in addition to the court and litigation expenses, to the Seller arising from recovery by the Seller of its receivables against the Buyer and/or of its goods which are subject to retention of title by the Seller..

XIV. Partial nullity

If any provision of the General Terms and Conditions and/or the contract should be or become unenforceable, null or void, or should the contract be incomplete, this will not affect the remaining provisions. The unenforceable, null or void provision shall be amended by way of an optional norm or, should a norm of this nature not exist, by commercial usage, respectively by fair common usage at our premises, unless the parties replace it by mutual written agreement. Any loopholes in the contract are to be amended in the same way.

XV. Other provisions

1. The Buyer confirms and declares that the conclusion of the contract by the Buyer represents his free, exclusive and unprejudiced will, uninfluenced and unaffected by any external factors and which was not expressed under any constraint or necessity of any nature of the Buyer.
2. The Buyer shall be deemed as having been notified by law (de jure) for late fulfilment or failure of fulfilment of its obligations by the sole expiry of the terms established in these General Terms and Conditions, in the contract or in the legal provisions for the fulfilment of any obligation under the contract and these General Terms and Conditions or under the legal provisions.
3. The Buyer irrevocably and fully undertakes the risk regarding any change of circumstances in place on the conclusion of the contract and expressly and irrevocably renounces to the enforcement of the hardship theory as described in Art. 1.271 paragraphs 2 and 3 of the Romanian Civil Code, whose enforcement will be excluded in relation to the Buyer.
4. The Buyer and the Buyer's representative(s) agree to the use and processing of its personal data supplied to the Seller for the purposes of conclusion, execution and fulfilment of the contract, agree to the transfer of such personal data by the Seller to the entities within voestalpine group of companies for the purposes of conclusion, execution and fulfilment of the contract and for statistic and bookkeeping purposes, acknowledge and agree that such personal data can be transferred to various addresses, such as storage companies, consultants and lawyers, bookkeeping and audit services providers and any other entities legally authorised for such purposes and acknowledge the provisions of the Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and on the free movement of such data regarding the access right, the intervention right, the opposition right, as well as the fact that such rights can be exercised by a written demand addressed to the Seller according to the provision of the Law no. 677/2001.
5. The Buyer expressly and irrevocably agrees and accepts by signing these General Terms and Conditions all of the clauses of the General Terms and Conditions and of the contract, especially and expressly the following clauses (articles) of the General Terms and Conditions, even if and including in the situation when these clauses might be regarded as unusual clauses: chapter I sections 1, 3, 4, 5 and 6, chapter 2 sections 1 and 4, chapter III sections 1, 3 and 4, chapter IV, chapter V sections 1, 2, 3, 4, 5, 6 and 7, chapter VI, chapter VII sections 1, 2, 3, 5 and 6, chapter VIII section 1, 2 and 4, chapter IX, chapter X section 1, chapter XII, chapter XIII, chapter XV sections 2, 3 and 4.

The English and/or German translation(s) is/are provided to your convenience only, in the event of discrepancies, the Romanian original text shall prevail over the translation(s).

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