

# GENERAL TERMS OF SALE

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## For Goods and Services of the voestalpine Steel Division

These General Terms of Sale apply to all goods and services provided by companies in the voestalpine Steel Division.  
A list of the companies affiliated with the Steel Division can be accessed using the following link:  
[www.voestalpine.com/stahl/en/Companies](http://www.voestalpine.com/stahl/en/Companies)

## 1. Contractual Agreement

The following provisions shall apply exclusively to all supplies and/or services, including any proposals, consultation and additional services provided by companies in the Steel Division of voestalpine (hereinafter referred to as supplies and/or services). This provision also applies to future business transactions. A complete list of companies in the Steel Division (hereinafter summarized as voestalpine) can be accessed using the following link: [www.voestalpine.com/stahl/en/Companies](http://www.voestalpine.com/stahl/en/Companies)

General terms, conditions and standard contractual forms of the customer that stand in opposition to the subject General Terms of Sale shall not apply, even without explicit objection by voestalpine, no matter the form in which such provisions become known to voestalpine. Absence of objection towards general terms, conditions and standard contractual forms of the customer shall not constitute consent, particularly with respect to any terms of purchase. Agreements deviating from individual provisions of the subject General Terms of Sale shall apply only to the same and their validity shall be subject to the explicit written consent of voestalpine. Any quotations made by voestalpine are generally subject to confirmation and are not legally binding. Changes and adaptations to the contractual agreement, in particular cancellations and the postponement of orders shall not be accepted unless the parties mutually agree. Any costs or disadvantages incurred in this respect shall be borne by the customer insofar as no other agreement has been made to the contrary.

## 2. Supplied Goods

Subject matter, volume and quality of supplies and/or services of voestalpine are based on the respective contractual agreements with the customer. To the extent not expressly otherwise agreed, production-related deviations of dimensions, weights, technical characteristics and specifications shall be permitted within applicable tolerances and in compliance with pertinent market standards (EN, DIN, ÖNORMEN, VDA). Insofar as not otherwise contractually stipulated, confirmation of usability is not granted by voestalpine with respect to the application of supplies and/or services. The customer fully bears all risks of suitability and qualification in any and all customer-intended applications, including those made known to voestalpine. With the exception of an agreement to the contrary, the Technical Terms of Delivery and voestalpine price lists applicable at the time the respective contract is signed shall apply. Entitlement to the supply of goods originating in the European Union shall not apply unless this has been explicitly stipulated by a contractual agreement.

## 3. Delivery Modalities

### 3.1 Limiting Supply Conditions, Force Majeure and Other Hindrances to Supply

Independent of other contractual agreements, all delivery dates and deadlines are expressly subject to the absence of unforeseen interruptions to production, sufficient supply of raw materials and other third-party services required by voestalpine for timely delivery. Non-compliance with delivery dates and deadlines in this respect shall not constitute infringement by voestalpine on contractual obligations or other responsibilities. voestalpine shall be released either fully or partially from its obligation to meet deadlines in fulfillment of the contract if voestalpine is hindered by an event of force majeure. Such an event shall entitle voestalpine to postpone fulfillment of the contract for the amount of the delay caused by the event or to withdraw fully or partially from its contractual obligation to deliver supplies and/or perform services. Events of force majeure such as war, riots, explosions, fire, strikes, lock-outs and other unforeseen conditions that essentially complicate the performance of supply and delivery or make it impossible (including serious machine breakdowns, bottlenecks in the supply of primary materials or hindrances in transport) shall apply no matter whether they occur at the supplier or at one of the designated subsuppliers. In the event that the duration of force majeure experienced by voestalpine exceeds a period of 2 weeks, voestalpine and the customer shall mutually endeavor to negotiate a solution for execution of the contractual agreement. In the event that the duration of force majeure experienced by voestalpine exceeds a period of 3 months and no mutual agreement is achieved, the contractual partner shall have the right to withdraw from the

agreement with respect to goods that have not entered production. Such withdrawal shall not constitute any claims against voestalpine.

### 3.2 Terms of Delivery

Insofar as conditions have not been specified to the contrary, the indicated dates and deadlines of delivery are reference values that are generally subject to confirmation and in no way entitle the customer to any compensation for delay in the performance of supplies and services, irrespective of legal grounds. However, the customer is entitled, after fruitless expiry of a reasonable grace period, to withdraw from the contract following prolonged delays attributed to voestalpine. This shall only apply where delayed goods have not already entered the production stage. Where voestalpine has explicitly confirmed a designated delivery date and deadline, the customer shall not be entitled to withdraw from the contract and claim any incurred damages within the scope of Section 8, General Limitation of Liability, unless the customer has expressly designated an appropriate grace period that has fruitlessly expired before voestalpine performs the respective supplies and/or services. Industry-customary production lead times shall be taken into account along with the appropriateness of the grace period. In the interest of crucial predictability and otherwise to the exclusion of all liability claims, voestalpine is to be sufficiently and concretely informed at the latest at the time the contract is signed of potential losses and damages arising from delay in delivery. Without prejudice to the afore stipulated provisions, delivery dates and deadlines are based on the provisions set forth in the order confirmation. However, in cases of doubt, they do not become effective until all contract-related details have been clarified in their entirety, particularly with respect to the provision of any required domestic or international governmental permits and approvals. In the event that the customer does not meet his obligations, particularly ancillary and cooperation obligations, voestalpine shall reserve the right, irrespective of other rights, to adapt delivery dates and deadlines to the respective processing and production schedules and to postpone delivery accordingly within reasonable limits. In the event that no other agreement has been made, compliance with delivery dates and deadlines is based on the date of shipment from the works (pursuant to Incoterms® (2010) FCA in unclear cases). Delivery dates and deadlines are deemed to be met if the goods are ready for dispatch and cannot be sent on schedule for reasons not attributable to voestalpine.

## 4. Prices (Delivery Conditions), Payment Terms and Obligation of Acceptance

In the absence of an additional agreement, all prices for supplies and/or services are net prices without any deduction (discounts, etc.) per metric ton (+/-20 % weight tolerance for individual deliveries up to 50 tons, +/-10 % weight tolerance for individual deliveries above 50 tons) for all deliveries FCA Linz Works pursuant to Incoterms® 2010. Unless agreed otherwise, payment shall be made by bank transfer to the account previously named by voestalpine or in the manner stipulated by the contract by the 15th of the month following delivery (generally FCA Linz Works, Incoterms® 2010) or extraction from the designated consignment warehouse. The customer explicitly agrees that invoices may be issued by voestalpine in electronic form. Based on agreements pertaining to the preparedness of voestalpine to deliver supplies and/or services at the customer's request for delivery within a defined period following notification by voestalpine of preparedness to deliver, the customer is contractually obligated to call off the supplies and/or services within 7 days after voestalpine issues the notice of preparedness to deliver. The customer is contractually obligated in any case to call off and take all supplies and deliveries ordered by the customer as set forth in the provisions of the contract. In all cases of contractual breach by reason of customer's delay in releasing or taking deliveries, hereinafter referred to as default in taking delivery, voestalpine shall have the right to store the respective supplies at the cost and risk of the customer (minimum storage rates according to Section 5, final paragraph) and/or to invoice the prices/charges without setting another deadline. These costs shall become due immediately. In the event of default in taking delivery following expiration of a granted grace period of 14 days, voestalpine also reserves the right to sell, scrap or otherwise use the respective supplies and/or services and to invoice all costs, especially losses, incurred in

this respect to the customer. Further legal and contractual rights remain explicitly reserved. Interest is charged at a rate of 9.2 percentage points above the base lending rate of the Austrian National Bank (pursuant to Section 456 of the Austrian Commercial Code), however at least 9.6% p.a., commencing at the time of initial objective delay in payment.

Based on powers delegated by companies belonging to the voestalpine Group, voestalpine is authorized to offset any receivables payable by the corporation of the customer to another company in the voestalpine Group or receivables payable by one of the voestalpine Group companies to the corporation of the customer, irrespective of the similarity of the receivables. This shall apply irrespective of the legal grounds of the respective payables/receivables. In the event that the deadlines for outstanding debts differ, our outstanding debts become due at the latest by the deadline of our liability and upon this value date. All receivables payable to voestalpine shall become due immediately at the time that payment terms and deadlines are not met or circumstance become known that justifiably make voestalpine significantly doubt the customer's creditworthiness or that may essentially endanger the realization of entitlements, e.g. substantial reduction or entire cancellation of credit insurance limits by renowned credit insurers. Furthermore, voestalpine shall have the right in such cases to make all further deliveries and extractions from consignment warehouses dependent on advance payment or provision of appropriate and acceptable securities (also see Section 6, Collateral and Retention of Title) and or to (partially) withdraw from the contract following an appropriate grace period, particularly by reason of non-fulfillment of the contractually stipulated obligation of taking delivery.

Any additional contractual and legal rights of voestalpine shall remain unaffected by this.

#### **5. Shipping, Packaging and Transfer of Risks**

To the extent that no other agreement has been made to the contrary, supplies delivered by voestalpine are generally FCA Linz Works pursuant to Incoterms® 2010. Any other agreed shipping types shall be at the risk and expense of the customer, whereas voestalpine shall select a suitable means of transport, a suitable carrier/forwarder and a suitable dispatch type sequence. To the extent legally permissible, voestalpine shall not be held liable for selections made in this respect. Upon request and at the expense of the customer, voestalpine will purchase an appropriate transport insurance policy in favor of the customer. In the absence of specific contractual provisions, shipping expenses shall be based on the daily applicable freight tariffs plus any incurred additional costs and shall be invoiced by voestalpine pursuant to Section 4. Unless otherwise explicitly agreed, goods are loaded at the Linz works by the logistics firm specifically commissioned by voestalpine. In this respect, voestalpine reserves the right to inspect individual carriers and to reject them if they are deemed operationally unsafe or the means of transport are considered unsuitable, e.g. by reason of overall conditions, lack of or insufficient load securing devices, etc. Such rejection shall not incur any claims against voestalpine. Goods are generally shipped in complete loads on trucks or railcars in order to fully optimize space utilization. In the event that goods are released by a customer for dispatch and these goods are insufficient to fully utilize the space on the means of transport, voestalpine will automatically load additional goods ready for dispatch and intended for shipment to the customer in order to ensure that transport space is optimally utilized.

Partial deliveries are possible at the request of the customer and at extra cost. Where not agreed otherwise, goods are shipped by voestalpine unpackaged and unprotected. Any resulting signs of corrosion, contamination and other adverse effects in or on the supplied goods shall not be deemed as defects. Packaging commensurate with the respective product properties and/or individual product requirements, however, is recommended and can be supplied by voestalpine based on a separate agreement.

The supplier expressly confirms that all commercial packaging in the tariff categories of paper, films, other composite materials and wood are duly licensed under the "Altstoff Recycling Austria AG" collection and recovery system pursuant to the Austrian Packaging Ordinance (Verpackungsverordnung 2014). This only

applies to domestic deliveries in Austria.

Irrespective of the agreed shipping type, unloading shall be exclusively within the customer's realm of responsibility, and the customer shall bear the respective risks and costs. All delivered goods shall be completely unloaded without any undue delay and without any damage or undue dirtying to the means of transport. Loose materials, dirt, debris and packaging must be removed. Returned packaging materials will not be accepted by voestalpine. Unless otherwise agreed, material handling and special transport equipment such as europallets, steel pallets and grate boxes shall be returned to voestalpine free of charge within four weeks following the delivery date. All risks, including the risk of seizure, are transferred to the customer at the time the goods are accepted by the forwarding agent or freight carrier. At the latest, all risks are transferred at the time the goods leave the Linz works or the agreed consignment storage warehouse. In the absence of any additional agreements pertaining to cost, risk or liability, the agreed Incoterms® 2010 clause shall be decisive for interpretation. The minimum charge for delay in taking delivery (also see Section 4) shall be 10 cents per metric ton per day.

#### **6. Collateral and Retention of Title**

6.1 voestalpine is entitled to appropriate, customary and recoverable securities for receivables based on the type and scope of supplies and/or services, especially with respect to payment claims. In any case, individually or intermittently non-enforced security claims shall not constitute a renouncement by voestalpine of provision of such securities. Insofar as the customer has provided materials or production tools to voestalpine in connection with the supplies and/or services, these shall also serve as security for all claims of voestalpine arising from the respective business transaction and for any similar successive individual transactions based on the supply relationship, including any balance claims from current accounts.

6.2 All supplied goods shall remain the unrestricted property of voestalpine (sold goods under reservation of title) until full payment of the sale price for the said goods has been enacted, including particularly any balance claims from current accounts (also see Section 6.1, final sentence). This also applies in the event that customer payments have been made to the voestalpine account of individually designated receivables.

6.2.1 Where payment for supplied goods has not been effected in its entirety and the goods are further processed by the customer, voestalpine shall maintain a corresponding co-ownership share of the newly created products in proportion to the invoice value of the goods supplied by voestalpine and the value of the newly processed products. In the event that the goods supplied by voestalpine are combined with other products by the customer, voestalpine shall maintain a corresponding co-ownership share of the newly created products in proportion to the invoice value of the goods supplied by voestalpine and the invoice values of the other products included in the creation of the newly created goods. Insofar as the further processing and/or combination of the reserved property of voestalpine expires for whatever reason, the customer shall assign all of his proportional ownership and/or joint ownership rights and contingent remainders to voestalpine and shall hold the joint property so created free of charge. The named rights to ownership or co-ownership shall also constitute reserved property held by voestalpine.

6.2.2 The right of the customer to resell conditional goods to which voestalpine retains title is limited to ordinary business transactions in accordance with the normal business conditions and as long as direct debit authorization is not revoked by voestalpine in accordance with the following provisions; however, this shall not be permitted unless the customer has entered into a legally valid retention agreement stipulating that all receivables are previously determined as payment collateral to the account of voestalpine as set forth in Sections 6.1 and 6.2. Receivables acquired by the customer through the resale of the goods supplied by voestalpine to third-party buyers are automatically assigned by the customer to voestalpine in the amount of the respective invoice value. The amount of receivables to be assigned by the customer to voestalpine in advance for security is calculated according to

the respective calculation rules set forth in Section 6.2.1 to a maximum share of co-ownership or ownership of voestalpine. This amount pertains to goods supplied by voestalpine that have been processed or combined with other products.

Irrespective of this assignment, the customer shall remain entitled to collect the assigned claims as long as voestalpine does legitimately revoke in written form the customer's direct debit authorization for a just cause, particularly pursuant to Section 6.2.3. In the event of justified revocation and at the request of voestalpine, the customer shall be obligated to immediately notify the respective recipients and third-party buyers of the assignment and to hand over all required information and documentation to allow voestalpine to assert its rights accordingly. Furthermore, voestalpine reserves the right in such cases and is expressly authorized by the customer to inform the respective recipients and third-party buyers of the assignment and to collect receivables. The pledging of goods or transfer of securities of receivables previously assigned is not permissible.

6.2.3 Under justified circumstances, particularly in cases of delay in payment, instances of reasonable doubt concerning the customer's creditworthiness, non-payment of receivables, the application for or opening of restructuring or insolvency proceedings or any other proceedings with similar effect, voestalpine shall have the right to exercise the title pursuant to contractual and legal regulations and, at the risk and expense of the customer, reserves the right to prohibit any further processing, combination or sale of the retained property as well as to retrieve the property by entering the production premises of the customer or the respective consignment warehouse as well as to revoke any direct debit authorization of the customer or to collect as partial payment any receivables arising from any re-sale.

6.2.4 In the event that the reservation of title is enforced or the authorization to collect payments is revoked, voestalpine shall not partially nor fully withdraw from the contract unless voestalpine expressly declares such withdrawal in the course of exercising such rights. At the request of the customer, voestalpine shall release held securities of the customer as long as their value exceeds the secured receivables by more than a total of 20%. All sold goods under reservation of title, including any goods under voestalpine ownership or co-ownership, shall be proportionately insured by the customer with respect to security and to provide certificates to substantiate this insurance at the request of voestalpine. In the case of loss, destruction or damage of supplied goods (including those under ownership or co-ownership), the customer shall assign all resulting insurance claims and claims against the injuring party to voestalpine in the amount of the respective invoice value for the corresponding goods supplied by voestalpine or in the amount to be calculated in accordance with Section 6.2.1. In the event that the retention of title or assignment is not effective according to applicable law, the security that most closely corresponds to the reservation of the respective title or the respective assignment shall apply. In the event that involvement of the customer is necessary, the customer shall take all measures required and possible in order to substantiate and maintain such rights and securities. In order to avoid distraints or other interventions related to property under retention of title or co-ownership by voestalpine or a third party or in order to avoid measures imposed by authorities, the customer is obligated to introduce all reasonable measures to prevent any such action (labeling, separate storage, blocked stock, etc.) Nonetheless, in the event of a dstraint or other hindrance, the customer shall be obligated to inform voestalpine immediately of such a condition. Further legal and contractual rights of voestalpine shall remain unaffected.

#### **7. Delay in Delivery, Delivery of Non-contractual and Defective Products**

At the time of transfer of risk (FCA Linz Works according to Incoterms® 2010 in connection with Section 5 – last paragraph – as far as no additional agreement exists with respect to the delivery clause), voestalpine warrants that supplies and/or services fully comply with the provisions of the respectively applicable contractual agreements, particularly in the interest of the provisions set forth in Section 2, Supplied Goods.

To the extent not expressly otherwise agreed, voestalpine shall not accept any warranty claims or any other liability for any properties other than those explicitly agreed upon or any application of the supplies and/or services. All risks of application and qualification are borne by the customer. Technical consultation provided by voestalpine is by nature a service with informative character and serves exclusively as an aid in technical orientation. No claims of any kind may be derived from the content of technical consultation unless such content has been expressly included in the contract.

The customer shall inform voestalpine in writing (facsimile transmissions permissible) within an appropriate time period, however within 21 work days following the transfer of risk, of any defects in the supplies and/or services that were recognizable at the time of transfer of risk. Defects not recognizable during careful inspection (= hidden defects) at the time of transfer of risk shall be reported by the customer within an appropriate period of time, however no later than three months following the transfer of risk. The legal consequences of Section 377 of the Austrian Commercial Code shall apply in the event of improper or belated defect notifications. Section 378 of the Austrian Commercial Code shall expressly apply. Throughout the entire warranty period of 12 months following the transfer of risk, the customer shall bear the burden of proof that any defects in the supplies and/or services were already present at the time of the transfer of risk. Section 924, Paragraph 2, of the Austrian Civil Code shall not apply.

In the event of promptly notified defects, the customer shall grant voestalpine access to the rejected supplies and/or services to the extent required and within an appropriate time period from the time such access is requested. At the request of voestalpine, the rejected supplies and/or services or respective parts thereof or samples of the same shall be made available to voestalpine for inspection. In the event that the defects are justified and have been promptly notified, voestalpine shall perform defect-free replacement supplies and/or services and shall rectify defects within a reasonable period of time (commensurate with production times customary in the industry) or effectively reduce the price of the defective goods (including credit-memo procedures). In so doing, voestalpine shall take into account the justified interests of the customer with respect to defective supplies and/or services. Any standard complaints, deductions, claims to damages or returned partial shipments shall not be accepted by voestalpine. To the extent not expressly agreed otherwise, voestalpine shall exclude any warranty other than that exclusively specified in the afore defined scope. Any warranties beyond this scope, irrespective of its nature, shall be subject to express written agreement.

Customer claims arising from or in connection with delay in delivery and supplies and/or services that are non-compliant with the contractual agreement, including claims to damages, shall not be assigned or transferred to a third party. Pecuniary receivables resulting from business transactions between entrepreneurial companies are excepted. Any claims against voestalpine in accordance with § 933b of the Austrian Civil Code are explicitly excluded. Fulfillment or recognition of claims by voestalpine with respect to the warranty shall not automatically constitute recognition of other claims, irrespective of their nature, particularly claims arising from damages. Upon expiration of the warranty period, however at the latest following 18 months from the date of transfer of risk, all customer claims arising from the contractual or other obligations of voestalpine shall be excluded, including any and all claims to damages. To the extent legally permissible, all customer claims arising from non-fulfillment or partial compliance with contractual or legal obligations shall be subject to the provisions set forth in Section 8 (General Limitation of Liability).

#### **8. General Limitation of Liability**

To the extent permitted by law, voestalpine (including its subsidiaries, affiliates, officers, directors, employees, agents, subcontractors, etc.) shall not be held liable, irrespective of the legal grounds, for any claims to damages due to slight negligence, the replacement of consequential/subsequent damages (in particular resulting from production disruptions or interruptions in operations), lost profit, non-achieved savings, loss of interest/revenues and replacement of pure financial loss. Furthermore, the total liability of voestalpine, irrespective of the legal grounds, is limited

to a maximum of 100% of the contract value of the individual damage-causing deliveries (to the exclusion of any surcharges for shipping, packaging, storage and customs). This limitation of total liability includes any reimbursement of expenses, claims to warranty or individually agreed guarantees. All claims in connection with the supplies and/or services of voestalpine shall lapse after 18 months at the latest following the transfer of risk (see above). Claims under mandatory provisions of law pursuant to product liability or other legally compelling claims shall remain unaffected by this provision. All claims for recourse of the customer or of third parties attributable to the customer arising from product liability shall be excluded unless the recourse claimant proves that the product defect is the result of gross negligence on the part of voestalpine.

#### **9. Compliance**

The regulations defined in the Code of Conduct of voestalpine AG, the regulations based on this code and defined in the Code of Conduct for voestalpine Business Partners as well as the guidelines for sustained, ethical and impeccable business behavior are accessible at [www.voestalpine.com/group/en/group/compliance](http://www.voestalpine.com/group/en/group/compliance), as amended, and shall be explicitly accepted and approved by the customer. In individual cases in which the customer evidently and severely infringes on basic principles and regulations of the Code of Conduct, thus making it intolerable for voestalpine to continue the business relationship, voestalpine reserves the right to terminate the contractual agreement for good cause and thus with immediate effect. The customer shall respectively indemnify voestalpine in such cases for all arising damages and disadvantages.

#### **10. Export Control Regulations**

The customer is obligated to comply with all national and international export control regulations, particularly those set forth in Community directives, with respect to the transfer of supplied goods and any connected performance to the advantage of third parties. Fulfillment of the contract by voestalpine is subject to the explicit reservation that any required export permits have been issued and compliance with all other national, international and especially Community export control regulations is constituted. Insofar as the afore stated statutory regulations require the provision of certain information or documents necessary for export control procedures, the customer shall provide these to voestalpine within an appropriate time.

#### **11. Taxes, Customs Fees, Duties, etc.**

All taxes and other charges incurred at the customer in connection with the performance of supplies and/or services (see Section 1) shall be borne by the customer. The customer shall inform voestalpine in due time should the customer intend to levy withholding taxes. Prior to payment by the customer, voestalpine shall provide the customer with a certificate of residence of the competent tax office or any other documents required for avoidance of withholding taxes. The customer and voestalpine shall mutually agree upon details. Taxes on sales of voestalpine supplies and/or services are subject to the currently applicable taxation law of the country in which the sales tax is due.

The sale price shall not contain any sales tax or any other comparable taxes. Value-added tax or other comparable sales taxes shall be invoiced in addition to the designated prices for all business transactions subject to such taxes applicable in Austria or abroad. The issuer of a credit memo in the course of a credit-memo procedure is obligated to ascertain correct calculation of value-added taxes or comparable taxes and must indicate the correspondingly calculated tax amounts in all credit memos. The customer is obligated in the event of deliveries to other EU member states to indicate his individual VAT identification number prior to entering into the contract as required for invoicing purposes. In the event that the country of original departure does not recognize the foreign VAT identification number, the respectively applicable value-added tax shall be invoiced in addition to the actual price of the supplied goods.

The value-added tax respectively applicable in Austria shall be initially invoiced for all types of collections of supplied goods by the customers that are transferred to a third-party country outside the European Union. The invoiced value-added tax shall

be back-calculated upon subsequent presentation of a legally recognized export certificate. Tax exemption is not permitted in cases of intra-Community collection unless all legal prerequisites are met at the time of retrieval.

Pursuant to Incoterms® 2010 delivery clause FCA Linz Works, the customer is responsible for importing the goods in the country of the customer. The sale price shall not include any customs duties for the import of goods in the country of the customer. All taxes and other charges incurred by the import of goods in the country of the customer shall be borne by the customer. The customer and voestalpine shall mutually agree upon invoicing details.

Any taxes incurred by changes to taxation law after the contract is signed by voestalpine shall be borne by the customer. The customer and voestalpine shall mutually agree upon details.

Binding offers of voestalpine as well as the fulfillment of already existing contractual delivery obligations are subject to the express proviso that performance under the relevant contract does not conflict with any applicable import or export trade law or regulation, including, without limitation, the imposition of an antidumping or countervailing duty order or the filing of an antidumping or countervailing duty investigation with respect to the subject merchandise. It is expressly acknowledged and agreed that the filing of such a proceeding constitutes an event beyond the control of voestalpine, the effect of which is to release voestalpine from its contractual obligations with respect to the subject merchandise. In such an event, voestalpine and the customer shall consult in good faith regarding prices and delivery options. The customer shall hold voestalpine harmless from and against any and all costs and expenses of the customer, direct, indirect or consequential, which arise in connection with any such release and/or failure to deliver the subject merchandise.

## 12. Confidentiality, Electronic Data Processing and Data Protection

Unless otherwise agreed in a separate non-disclosure agreement, the following shall apply: The customer shall keep all contract-related information made privy to him by voestalpine in the course of contract execution strictly confidential, in particular all technical, commercial and/or business information, including pricing conditions and payment terms, formulas and product configurations, ideas, designs, electronically stored data and product samples, etc., whether in verbal, written, electronic or any other form, hereinafter referred to generally as information. Such information shall not be made available fully, partially nor in any manner to a third party without the previous written consent of voestalpine and may not be used in full or in part for any other purpose other than fulfillment of contractual and/or order-related agreements. This obligation of secrecy shall not apply to the following:

- a) Information justifiably known to the customer prior to any obligation of secrecy or justifiably made known to the customer by a third party without any infringement on any obligations of secrecy or other recognizable violations of law.
- b) At the time of acquiring such information, it had already been publicly known and generally accessible and the customer or a third party had justifiably become privy to this information without any infringement on obligations of secrecy or other recognizable violations of law.
- c) The information was independently developed by the customer without any use of information from voestalpine in accordance with Section 12, Paragraph 1 or in accordance with the exceptions in Section 12, Paragraphs a and b.
- d) The customer was expressly granted permission by voestalpine for the further use or publication of the information.

Specific information does not automatically fall under the named exceptions only by reason that they are included in the general knowledge and experience, which as such falls under this exception. Similarly, combinations of pieces of information do not automatically fall under the named exceptions only by reason that individual pieces of information in this combination fall under this exception, but by reason that the combination as such falls under the named exception. The customer is obligated to keep all information strictly confidential and to prevent any third party from becoming privy to classified information. At the request of voestalpine, the customer shall return all information pertaining to the execution of the contract or to destroy it at the request of voestalpine. To the extent that voestalpine makes information known or available to the customer pursuant to Section 12, Paragraph 1, voestalpine expressly reserves all rights, particularly intangible property rights (including intellectual property, copyrights, trademark rights and registered design rights, etc.), to this information. To the extent not agreed otherwise, such confidential information may not be transferred, made accessible or otherwise disclosed without license or authorization of use.

Information relevant in connection with the applicable data protection regulations, particularly information pertaining to personal data, collected by voestalpine or an affiliated company in the course of regular business is electronically stored and processed within the voestalpine Group in strict compliance with applicable data-protection regulations and is used for the sole purpose of fulfilling the contractual and legal obligations of voestalpine in connection with concrete business relationships maintained with customers. A complete list of companies affiliated within the voestalpine Group is accessible in the current annual report of voestalpine AG and at [www.voestalpine.com](http://www.voestalpine.com). Disclosure to third parties outside the voestalpine Group is excluded to the effect that this is not required in the course of fulfillment of the respective contractual or legal obligations of voestalpine. In accordance with applicable data-protection regulations, it is possible to assert claims arising from rights to information, appeal, deletion and correction.

## 13. Miscellaneous Provisions

### 13.1 Assignment and Offset Rights

Assignment of customer claims are not permitted unless explicitly approved by voestalpine, which shall not be unreasonably withheld. In the course of offset proceedings, claims against voestalpine shall not be valid unless they are legally established or uncontested by voestalpine. The customer shall not be entitled to any counter-claims or offset rights arising from business relations with other companies affiliated with voestalpine.

### 13.2 Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)

All constituents in the products of voestalpine that are subject to registration in accordance with the Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), have been pre-registered either by voestalpine or a company in the voestalpine Group or by an upstream company along the supply chain of voestalpine. Further information is accessible at this link: [www.voestalpine.com/group/en/group/environment/reach/](http://www.voestalpine.com/group/en/group/environment/reach/)

### 13.3 Restrictions in connection with any explicit agreements on audits and rights to inspection of documents

With regard to the protection of sensitive corporate information and data (e.g. privileged technological and commercial expertise) and in connection with any existing non-disclosure obligations of voestalpine toward third parties, voestalpine explicitly reserves the right to adequately limit the exercise of any contractually stipulated audit rights or the rights to inspection of corporate documents as appropriate according to type, content, scope and person of the auditor. Audits/inspections shall be conducted exclusively following due written notice (at least 14 workdays in advance) and by appointment with voestalpine during regular business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.). Explicit reference is made to pertinent safety and security regulations applicable to visitors at the respective company site. Disturbances or interruptions to production processes and safety risks shall not be caused in any way by audits and inspections. Any information, regardless of its nature, that becomes known to the customer or auditor during the audit or inspection shall be treated with utmost confidentiality and shall be used solely for contractually stipulated purposes. The customer shall bear the costs arising from any audits and/or inspections.

### 13.4 Salvatory Clause

In the event that individual provisions of this agreement become invalid, ineffective, unlawful or non-executable, the other provisions of the agreement shall remain in full force. In such a case, voestalpine and the customer are obligated to replace the provision that has become invalid, ineffective, unlawful or non-executable with one that most closely serves the original economic purpose of this provision in a legally permissible manner.

### 13.5 Rights of Withdrawal and Termination

In addition to the individually stipulated rights of withdrawal set forth in these General Terms of Sale, voestalpine explicitly reserves its rights as regulated by law or the contract to withdraw from or terminate individual business transactions or permanent supply relationships. Furthermore, voestalpine reserves the explicit right to prematurely terminate expressly agreed fixed-term or indefinite supply relationships for good cause and at any time without observation of a term of notice. Termination for good cause shall particularly apply in, but without limitation to, any of the following cases:

- » Severe infringement of major contractual obligations which, despite a written warning, have not been remedied (if capable of remedy) or eliminated by the customer within a reasonable period of time upon receipt of the written warning of voestalpine.

- » Insolvency proceedings on the part of the customer, commencement of insolvency or compromise proceedings or proceedings equivalent in effect with respect to the assets of a contracting party or the dismissal of an application for the commencement of such proceedings for lack of assets to cover the costs.
- » Major changes in the ownership structure/shareholding relationships of the customer that make it unreasonable for voestalpine, e.g. as a result of imminent loss of reputation or image, to continue execution of the contract.
- » Major negative changes in the technical, legal or economic basic conditions/circumstances which make it no longer tolerable for voestalpine to adhere to the supply agreement (impaired balance between performance and consideration).

#### **14. Competent Court, Choice of Law and Place of Jurisdiction**

All disputes arising out of or in connection with the performance of supplies and/or services by voestalpine shall be submitted to the exclusive jurisdiction of the competent ordinary court in Linz, Upper Austria. All disputes that may arise out of or in connection with the performance of supplies and/or services by voestalpine shall be subject to Austrian law, and its conflict-of-law provisions (including but not limited to the Austrian Statute on Private International Law [IPRG] and the Rome Regulations I and II) as amended from time to time shall be excluded. Applicability of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG as amended from time to time) shall be expressly excluded.

Furthermore, voestalpine reserves the right to have any disputes arising out of or in connection with the performance of supplies and/or services finally settled under the Rules of Arbitration of the International Chamber of Commerce in Paris (ICC Rules) by three arbitrators appointed in accordance with the said rules. Such disputes are also subject to Austrian law, and its conflict-of-law provisions (including but not limited to the Austrian Statute on Private International Law [IPRG] and the Rome Regulations I and II) as amended from time to time shall be excluded. Applicability of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG as amended from time to time) shall be expressly excluded. The place of arbitration is Vienna, Austria. The language to be used in the arbitration proceedings is German.

To the extent not otherwise agreed, the place of fulfillment is Linz, Upper Austria. At the request of voestalpine, the customer shall be obligated to confirm in written legal form the content and existence of the afore named place of jurisdiction, the court of arbitration and the selection of legal venue.

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**voestalpine**

ONE STEP AHEAD.