

GENERAL TERMS AND CONDITIONS FOR FRAMEWORK ORDERS

February 2009

This order serves to cover our requirements for the goods and/or services mentioned. We are not obliged to cover our requirements solely or continuously with you, or to take delivery of a specific order amount, total services amount or total amount of goods.

If the order amount is not reached for operative reasons, the remaining amount can be extended over an agreed period of time after consultation between voestalpine Tubulars GmbH & Co KG and the supplier.

You can obtain call-offs with details of the deliveries and/or services to be provided as well as the required delivery deadlines directly from our plant.

We reserve the right to change or cancel individual works call-offs or items. You shall not charge us for this.

Only the articles or services indicated in the order may be delivered or provided. Call-offs related to other goods or services shall be considered irrelevant. No payment will be made for deliveries made on the basis of such call-offs.

You have to guarantee us most favored conditions; i.e. more favorable conditions granted to another company shall automatically also apply to us from the same point in time. You shall be obliged to inform us of such cases immediately. Otherwise we reserve the right to pull out of the contract at any time.

Changes in prices and conditions have to be made only in agreement with the Purchasing Department in Kindberg and will be documented by the latter as an order change.

Unless otherwise agreed, payment of the invoice and delivery shall be made within 90 days net.

The shipping documents and invoices have to include the order no., delivery no. and delivery note no. given above as well as an exact description of the delivery and/or service and its amount.

We draw your attention to the fact that we cannot pay your invoice unless an order number is given. The due date for payment shall be calculated from the date of receipt of the invoice and approval by the Accounts Payable Department.

Invoices without full details shall be returned and the payment deadline shall start again after receipt of the complete invoice; in addition, any handling costs will be charged to you.

This agreement shall render any possibly corresponding framework orders (including annual orders from the previous year) invalid.

If around 80% of this order amount has been exhausted, you should contact our Purchasing Department for a possible increase of the total order amount. The amount indicated may not be exceeded in any case.

Please send an order confirmation for this order to voestalpine Tubulars GmbH & Co KG, TB/Purchasing.

You have to be responsible for adhering to these regulations.