

Definitions**Scope (1)**

(1) The following Terms and Conditions apply to all business relationships (including without limitation any sales contracts and contracts for services and to any contracts that cover a combination of sales and services) between voestalpine Böhler Welding Belgium S.A. (duly organised under the laws of Belgium, under number 0401.918.312, hereinafter "voestalpine" or "we") and the contracting party (hereinafter the "customer"), unless otherwise expressly stipulated in writing. The version valid at the time of concluding the contract applies.

(2) Differing, conflicting or supplementary General and/or Particular Terms and Conditions of the customer shall not form part of the contract, even if they are known, unless their applicability is expressly agreed in writing by voestalpine.

Conclusion of the contract (2)

(1) All our offers are non-binding and subject to alteration. Within reasonable limits, we reserve the right to make technical and other alterations.

(2) The customer's order shall be deemed to be his binding acceptance of the offer. In cases of goods being ordered electronically, we shall confirm receipt of the order within three days. The confirmation of receipt does not constitute an acceptance of an order.

(3) Our order confirmation constitutes the only binding acceptance of an order.

(4) We are entitled to refuse acceptance of an order e.g. after reviewing the creditworthiness of the customer.

(5) If the consumer orders the goods electronically, the legally effective GTCs shall be sent to the customer by e-mail.

(6) Oral agreements are not binding. Written counter-confirmations by the customer only become binding by means of our written order confirmation.

(7) Under no circumstances shall silence be considered as consent. Changes or amendments to the contract, or order cancellations, or suspensions are only binding with the written agreement of both parties. Any expenses or disadvantages resulting therefrom shall be for the exclusive account of the customer, unless otherwise agreed.

(8) We reserve the right to make changes to the chemical composition of our products within the framework of legal standards and/or applicable product standards, as well as other product modifications that the customer can reasonably accept.

Payment, payment terms, interest and costs & protest (3)

(1) The offered prices are daily rates and apply until revoked. Price indications are non-binding. The prices do not include the applicable VAT. Regarding small quantities (< 100kg), we reserve the right to refer customers to a distributor, or to apply a surcharge of up to EUR 300 for minimum order quantities.

(2) Unless otherwise stated, all offers and prices are submitted on an **FCB** basis, **Incoterms 2010**®, excluding packaging, insurance and transportation.

(3) Any applicable alloy surcharge at the time of delivery, as well as surcharges relating to a change in price of input materials and raw materials, and changes relating to additional or increased official charges shall be applied in full.

(4) Unless otherwise agreed, the type of packaging shall be determined by us. Increases in freight charges occurring between the date of the order confirmation and the actual shipment shall be charged separately to the customer.

(5) Despite any protest made in accordance with these Terms & Conditions, all invoices must be paid within thirty (30) calendar days from the date of invoice. We reserve the right to cancel the terms of payment. We are entitled, without giving any explanation, to make deliveries conditional upon advance payment or the presentation of collateral.

(6) We only accept letters of exchange and cheques when this has been explicitly agreed, in written, and only as payment for outstanding amounts. All discounting and collection charges are for the customer's account.

(7) If an invoice is not paid in full by the above-mentioned period of time, the sum due is increased automatically without prior notice or proof of default from its due date by interests at the rate set forth in Article 5 of the Law of 2 August 2002 in combating late payment in commercial transactions and with a lump-sum compensation ("clause pénale") of 10% of the invoice amount (with a minimum of € 250) this without prejudice to any claim for damages for collection costs.

In cases of default, the customer commits himself to paying all expenses related to the dunning process, the collection, and the pursuit of legal remedies, as well as the court fees. The customer is entitled to offset amounts only when his counterclaims have been legally established by a final court decision or recognized by us. The customer is not entitled to withhold any payments.

(8) If the customer does not comply fully or in part with his payment obligations, or a letter of exchange or a cheque is dishonoured, or if we receive information that makes his creditworthiness questionable, or if an application for the initiation of insolvency proceedings is filed, or the customer proposes terms of a voluntary arrangement to his creditors, we shall be entitled to demand immediate payment of all unpaid, as well as not yet due or deferred invoices, and to demand advance payment, or the presentation of securities for all outstanding deliveries. In addition, we are entitled to demand that the re-sale and processing of delivered goods be terminated immediately. In the event of the customer not reacting to our request for advance payment, for securities or to our dunning letter within a reasonable period, we shall be entitled to withdraw from the contract, without cost nor indemnity, or to repossess the goods, and to invoice the customer for all costs and expenses, including lost profit, that have accumulated up to that time.

(9) Any protest of an invoice must be notified by registered letter within eight (8) calendar days from the invoice's sending date. Failing which, the invoice shall be considered accepted.

Transfer of risk (4)

The customer bears the risk of the loss and accidental deterioration of the goods from the moment of the handover of the goods, in accordance with the agreed Incoterms 2010.

Storage instructions for products (5)

The customer is aware of the requirement to store our products properly and is conversant with our product storage conditions. Improper storage results in our warranties and liabilities becoming null and void. The storage conditions can be found on our website under 'Storage Conditions'.

Obligation to accept, storage period and storage costs (6)

(1) The customer commits himself to accepting the delivered products at the contractually agreed delivery terms and conditions within 14 calendar days, otherwise the customer is in default of acceptance.

(2) In the event that the customer unjustifiably refuses the acceptance of the goods, he must pay all transport and storage costs, notwithstanding his payment obligations.

The goods are deemed accepted three months after our notice of readiness to despatch, and the total purchase price becomes due at this point. Storage costs and any additional costs shall be charged to the customer from the 14th day after the goods were declared ready for dispatch, but were not delivered to or collected by the customer.

Long-term and call-off contracts (7)

(1) All open-ended contracts can be terminated by either party with a notice period of 3 months.

(2) In the event that, in connection with long-term contracts (contracts with a duration of more than 4 months and generally open-ended contracts), there is a change in the cost of labour, material or energy, each contract partner is entitled to demand negotiations for a reasonable price adjustment, taking into account the aforementioned factors.

(3) In connection with call-off orders, the customer must inform us, in written, of the definitive quantity at least 2 months prior to the delivery date, unless otherwise agreed. Additional charges caused by the customer, relating to a delayed call-off or a later change of the call-off destination or quantity shall be borne by him and be based on our calculations. The customer shall be obliged to accept the goods on the day when the validity period expires and the agreed purchase price becomes due.

(4) In the case of call-off orders, all as yet undelivered quantities of products ordered by the customer shall be delivered, at the latest, on the day when the validity period of the order confirmation expires.

(5) The customer must bear the risk of any foreign exchange devaluation against the Euro until the date of payment, and in such a case, the purchase price shall be adjusted accordingly.

Delivery Periods (8)

(1) We are entitled to effect partial deliveries. The contracting parties agree that partial deliveries of goods or services are deemed the subject of an independent contract separate from the order confirmation, and that they are subject to these General Terms and Conditions of Sale.

(2) Production-related deviations from the total order quantity of plus or minus 10% are permissible. The purchase price shall change according to the actual volume.

(3) Our liability for goods not delivered on time is explicitly limited to those cases in which we have confirmed the shipping date in writing.

Unless otherwise agreed, the delivery periods shall be calculated from the date of the order confirmation, and they are subject to the timely receipt of the input goods required by us. The delivery period shall be deemed fulfilled when the goods are shipped prior to the date when the customer has been notified of the readiness of the goods for collection.

(4) The customer is only entitled to withdraw from the contract when the delay in the delivery date is attributable to gross negligence on our side, and he has conceded us, but unsuccessfully, a reasonable period of grace for the delivery. The withdrawal from the contract must be notified by registered letter.

Retention of Title (9)

(1) We retain title to the goods until full payment of the purchase price has been made. The customer must immediately notify us in writing of any seizure of the goods by third parties, in particular of enforcement measures, damage to, or destruction of the goods. We are entitled to withdraw from the contract, without cost nor indemnity, and to demand handover of the goods in cases of breach of contract, in particular in the event of a delay in payment. The customer is entitled to resell the goods in the course of his ordinary business. The customer henceforth assigns to us all receivables to the full invoice amount, which are due him by the resale of the goods to third parties, and he undertakes to make a corresponding remark in his books or invoices. We herewith accept this assignment. Following this assignment, the customer is entitled to collect the amounts due him. We reserve the right to collect the receivables ourselves if the third party is in default of payment.

(2) If the goods are processed by the customer, we acquire co-ownership of the new item proportionally to the value of the goods delivered by us. The same shall apply if the goods are processed or mixed with other objects which do not belong to us.

Warranty (10)

(1) In cases of defective goods, we shall provide warranty for the defect, at our choice, by way of improvement or exchange. If an improvement or exchange is not possible, or has failed, the customer shall be entitled to demand a price reduction or, when it is not a minor defect, to rescind the contract.

Minor deviations from quality, form, colour, weight or design, or that are technically unavoidable, or are in line with commercial practice, are not deemed defects and may not be claimed against us. The same applies to deliveries based on samples and specimens. Damaged packaging falls under minor defects and does not convey the right to refuse acceptance.

(2) In cases in which the customer is entitled to issue notices of defects, such notices must be given, in written, within 14 days after the delivery of the goods; otherwise the assertion of a warranty claim is excluded. Hidden defects must be reported, in writing, immediately upon discovery and any processing must be terminated. The notice of defects must be specified exactly.

(3) The warranty period for the goods is 12 months from the date when the risk has transferred to the customer. This period also applies to hidden defects. Assumption of defectiveness at the time of delivery shall be explicitly excluded.

(4) In the event of hidden defects that were notified in time, the customer shall be obliged to give us an opportunity to review the delivery in question within a reasonable period of time.

(5) We offer no guarantees to customers as defined in law. Unless otherwise contractually agreed, we do not warrant or accept any liability for the characteristics or the usability of the goods for a specific purpose, other than those explicitly agreed by us.

(6) The abovementioned warranties are subject to the limitation of liability under article 11 of the present Terms & Conditions.

Liability (11)

(1) Other than in those cases provided for by the Product Liability Law of February, 25, 1991, our liability is limited to intent and gross negligence. According to Article 10, §2 of the Product Liability Law of February, 25, 1991, our liability is excluded when, having regard to all the circumstances, the damage is caused both by a defect in the product and by the fault of the injured person or any person for whom the injured person is responsible.

(2) The liability for slight negligence, such as, but not limited to, compensation for consequential damages, financial loss, loss of interest, loss of profit and damages from claims of third parties against the customer are excluded.

(3) According to article 1643 of the Belgian civil code, if we did not know the latent (hidden) defect ("vice caché"), we will not be liable to any warranty.

(4) The above limitations of liability do not apply to injury to body or health, or loss of the customer's life.

(5) To the extent permissible by law, joint and several liability, irrespective of their legal grounds, is limited to the total net value of the order of the individual shipment related to the damage (excl. any surcharges for transport, packaging, storage or duties).

(6) To the extent permissible by law, all rights to claim for compensation cease 12 months after becoming aware of the damage and of the injuring party.

(7) Technical consultations and information about processing and possible uses of our goods that we provide free of charge are deemed a service without commitment, and for which we assume no liability.

(8) We are only liable for our own content on the company's website. In the event that we provide links to other website, we are not liable for the third party content included in such websites. In the event that we obtain knowledge of illegal content on external websites, we shall immediately block access to such sites.

Non-disclosure (12)

(1) The customer shall exclusively use all documents and knowledge that we declare as confidential and in whose confidentiality we are obviously interested, which he obtains in the course of our business relationship, for the jointly pursued purposes and treat them with the same care towards third parties that he would use in the treatment of his own documents and knowledge.

Data protection (13)

(1) With our data protection information, we inform our customers of the:

- » nature, scope, duration and purpose of the collection, processing and use of personal data required for the execution of orders and invoicing;
- » their right to object to the preparation and use of his anonymized user profile for the purpose of advertising, market research and tailoring of our offerings;
- » the transfer of data to companies commissioned by us and subject to statutory data protection provisions for the purposes, as well as for the duration of credit assessments, and for the dispatch of goods or services;
- » the right to gratuitous disclosure of his personal data stored by us.

(2) Any collection, processing and use of personal data beyond the scope of section (1) requires the customer's consent. The customer shall be offered an opportunity to give this consent before he places his order. The customer has the right to revoke his consent at any time. Further documents are available on our website.

Force majeure (14)

(1) In the event that circumstances change under which the contract has been concluded, or events of force majeure occur that include, without limitation, natural catastrophes, fire, flood, strikes, labour disputes or other industrial disturbances, (declared or undeclared) war, embargoes, blockades, legal restrictions, riots, governmental regulations, the unavailability of means of transportation, non-delivery of input material, breakdown of machinery, interruption of operations of any kind, strike, lockout in our own company or in companies related to the fulfilment of the performance, or hindrances due to official directives, or sanctions by international authorities, as well as any causes that would make the delivery unreasonably difficult or impossible, relieve us of our duty to perform for the duration and the scope of the impact of such disturbances, or entitle us to withdraw from the contract entirely or from that part that has not yet been fulfilled, without the customer having the right to raise legal claims against us.

Export controls (15)

(1) Our goods and services are supplied with the provision that their delivery is not impeded by national or international regulations, especially export control regulations such as embargoes or other sanctions.

(2) The customer commits to not selling the products to third parties of whom he has reason to assume will disregard such regulations or circumvent them. Upon request, the customer must provide us, without delay, all required information, especially as regards the final recipient, final destination and end-use of the goods or services.

(3) The customer (ordering party, consignee) commits to not using the goods, neither directly nor indirectly, in any way in connection with the development, production, handling, operation, maintenance, supply, detection, identification or dissemination of chemical, biological, or nuclear weapons, or other nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapons, unless he holds the required official licenses for these purposes.

(4) The customer also undertakes to ensure that the items are not put either directly or indirectly to a military end-use in in the People's Republic of China, or in a country which is subject to an arms embargo pursuant to section 5 para. 2 of Regulation (EC) No. 428/2009 and which is included in the current lists of the European Commission of countries subject to arms embargoes, unless he holds the required licences.

(5) In addition, he undertakes to be in possession of the required authorisations in accordance with applicable Standards of Foreign Trade Acts, Laws, Regulations and Regional Decrees.

(6) The customer (purchaser, consignee) commits to neither directly nor indirectly selling, exporting, re-exporting, supplying, transferring or making the supplied goods otherwise accessible

(7) to persons, companies, institutions, or organisations, or in countries in which this would contravene European, Austrian, UN or, to the extent applicable, US (re-)export regulations.

(8) In the case of re-selling/transfer of the supplied goods, the customer (purchaser, consignee) commits to making his customer aware of all export-related regulations and to passing on all obligations resulting therefrom.

(9) On request, the customer commits to issuing an end-use certificate and to sending the original to us, in order to enable us to prove the end-use and intended purpose.

(10) The customer (purchaser, consignee) shall be liable to the fullest extent for any damages resulting to us from any culpable non-compliance with the European, Austrian or US (re-)export regulations by the customer (purchaser, consignee) and release us from any liability towards third parties.

(10) Our offers, order confirmations, and the contract, as well as the fulfillment thereof, are subject to us obtaining all required export or transfer licences, or any other permits in connection with export regulations or releases from the relevant authorities, and to there not being other legal obstacles in connection with export regulations that we, as exporters or shipper, or any of our suppliers, must adhere to.

Compliance (16)

The principles and guidelines for a sustainable ethically, morally, and legally unobjectionable behaviour in business, as defined in the latest version of the 'Code of Conduct of voestalpine AG' and the related 'Code of Conduct for voestalpine Business Partners' are available under <http://www.voestalpine.com/group/en/group/compliance/> and are explicitly deemed accepted by the customer, who supports their underlying principles and regulations. In individual cases, when patently clear and severe breaches of the underlying principles and regulations by the customer become evident, and which make a continuation of the business relationship untenable, we are entitled to terminate the contractual relationship for good reason and, therefore, with immediate effect. The customer commits to holding us harmless of any damages and disadvantages resulting therefrom.

Place of jurisdiction and applicable law (17)

(1) All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of the present Terms & Conditions, as well as all tort matters and other matters of contractual, pre- and extra-contractual liability between the Parties shall be governed by and construed in accordance with Belgian law, and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international), including the UN Convention on the Sale of Goods 1980 ("Vienna Convention") (if applicable), that would cause the laws of any other jurisdiction than Belgium to be applicable.

(2) If any dispute arises in connection with the present Terms & Conditions or in connection with any pre-contractual, extra-contractual or contractual relationship between the Parties, a director of each of the Parties (or their senior representatives of the Parties with authority to settle the dispute) will, within thirty (30) days of a written request from one Party to the other Party, meet at a location to be agreed in Belgium to resolve the dispute.

(3) If the dispute is not resolved after two months, all disputes concerning the validity, interpretation, enforcement, performance and termination of the Terms & Conditions as well as any dispute on a tort or any other pre-contractual, contractual and/or extra-contractual matter between the Parties shall be submitted to the exclusive jurisdiction of the courts of Brussels, Belgium.

Miscellaneous (18)

(1) Whenever possible, the provision of the Terms & Conditions shall be interpreted so as to be valid and enforceable. However, if one or more provisions of the Terms & Conditions are found to be invalid, illegal or unenforceable, the remainder of the provision and of these Terms & Conditions shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this case, the Parties shall amend the invalid, illegal or unenforceable provisions or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

(2) Any amendment to these Terms & Conditions, as well as any additions or omissions, can only be agreed upon in writing with the mutual consent of and duly signed by the Parties.

(3) Any failure or delay by a Party in exercising any right under these Terms & Conditions, the exercise or partial exercise of any right under the Terms & Conditions, or any reaction or absence of reaction by a Party in the event of breach by the other Party of one or more provisions of these Terms & Conditions shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under these Terms & Conditions or under said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing.

(4) Notwithstanding any provisions to the contrary in these Terms & Conditions, we have the right to terminate any contractual relationship with the customer, effective immediately, at any time and without prior notice or compensation in lieu thereof nor any indemnity by sending a registered letter to the customer in the event that the customer is in breach of contract, has become insolvent or declared bankrupt, has been dissolved or entered into liquidation, or has filed a voluntary petition for proceedings in temporary relief (or composition) of creditors ("procédure en réorganisation judiciaire").

(5) The customer shall not assign or transfer any of its rights or obligations with Voestalpine, either in whole or in part, to any third party without the prior written consent of Voestalpine. Any such assignment or transfer without the prior written consent of Voestalpine shall be deemed null and void.