

1. Scope

(1) The following Terms and Conditions apply to all business relationships with customers, unless otherwise expressly stipulated in writing. The version valid at the time of concluding the contract applies.

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

2. Conclusion of the contract

(1) All our offers are non-binding and subject to alteration. Documentation and information pertaining to our offers – such as drawings, illustrations, samples and patterns, dimensional, weight, performance and consumption data contain or themselves constitute only approximate data and information, which is not deemed to be specially agreed characteristics or specifications unless not otherwise provided.

(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 thereof shall be for the exclusive account of the customer, unless otherwise agreed.

(8) We reserve the right to make changes to the technical or other 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.

3. Payment & payment terms

(1) The offered prices are daily rates and apply until revoked. Price indications are non-binding.

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

(3) 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.

(4) The customer undertakes to transfer the invoiced amount to our business account after receipt of the total or partial delivery within 30 days from the date of the invoice. We reserve the right to cancel the terms of payment. Nevertheless, we are entitled, without giving any explanation, to make deliveries conditional upon advance payment or the presentation of collateral.

(5) 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.

(6) In cases of default, we shall charge interest on default of 0.05% per day or the maximum rate permitted by applicable law, whichever is lower. 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 or recognized by us. The customer is not entitled to withhold any payments.

(7) 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, 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.

4. Transfer of risk

The customer bears the risk of the loss, damage and/or destruction of the goods from the moment of the handover of the goods, in accordance with the agreed Incoterms 2010.

5. Instructions for products

The customer is aware of the proper and adequate use of our products improper usage results in our warranties and liabilities becoming null and void. When using our welding equipment, the customer is obliged to painstakingly observe all safety regulations, technical rules, operating instructions and user manuals

6. Obligation to accept, storage period and storage costs

(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.

8. Delivery Periods

(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) 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 deadline, or the customer has been notified of the readiness of the goods for collection.

(3) 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.

9. Retention of Title

(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 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 mixed or blended by the customer, we acquire co-ownership of the new item proportionally to the value of the goods delivered by us.

10. Warranty

(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. 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 buyer 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 24 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 to by us.

11. Liability

(1) Other than in those cases provided for by the Product Quality Law of P.R. China or Tort Liability Law of P.R. China, our liability is limited to intent and gross negligence. The liability for slight negligence are excluded.

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

(3) The customer's exclusive remedy and our maximum liability shall not in any case exceed the purchase price for relevant goods and services giving rise to the claim, regardless of whether the claim is based on contract, breach of warranty, negligence (including gross negligence), strict liability, statutory violation, or otherwise, notwithstanding any failure of essential purpose or of any limited remedy. Under no circumstances AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OREXEMPLARY DAMAGES, LOSS OF PROFIT, OR INTERRUPTION OF BUSINESS

LOSSES, COSTS, OR EXPENSES OF ANY KIND, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The parties expressly agree that the above limitation on damages is an allocation of risk constituting in part the consideration for these Terms and Conditions.

(4) To the extent permissible by law, except that actions of claims for compensation for damage caused by a defect in a product shall be brought within 24 months calculated from the date on which the injured party become aware or ought to be aware that his rights and interests had been infringed, all rights to claim for compensation caused by any breach of these Terms and Conditions herein shall cease 36 months after the injured party become aware or ought to be aware of the damage.

(5) 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.

(6) 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.

12. Intellectual Property and Indemnification

(1) The sale of our goods and services furnished hereunder does not convey any license by implication, or otherwise under any copyright, patent right or other Intellectual Property Rights (as defined below) of us covering the goods and services. Unless otherwise agreed to in writing, we retains all title and all rights to Intellectual Property Rights relating to the goods and services. Except as specifically provided herein, the sale of goods and services conveys no license to the customer under any Intellectual Property Rights of us and/or the entities that control, are controlled by, or are under common control with us (such entities, "Affiliates").

(2) We shall not be responsible to the customer, and the customer waives any claim against us, for any alleged infringement of Intellectual Property Rights, in connection with the goods and services.

(3) The customer shall defend, indemnify and hold us and our Affiliates, and its and their directors, officers, employees, successors and assignees harmless from and against any such alleged infringement on the Intellectual Property Rights arising out of or relating to any instruction given by the customer to us regarding patent, utility model, designs, trademark, copyright, pattern and specifications for the goods and services.

(4) For purposes hereof, the term "Intellectual Property Rights" mean, collectively, copyright rights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation trade names, trademarks, and service marks), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of P.R.China, or any other state, country or jurisdiction.

13. Nondisclosure

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.

14. Data protection

(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.

15. Force majeure

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, 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 fulfillment 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.

16. Export controls

(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 embargos 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 (purchaser, consignee) shall comply with all applicable export control laws and commit to neither directly nor indirectly selling, exporting, re-exporting, supplying, transferring or making the supplied goods otherwise accessible to persons, companies, institutions, or organisations, or in countries when this would contravene Chinese, to the extent applicable, European, UN-, or, U.S. (re-)export control regulations. The customer shall indemnify and hold us harmless for any and all claims, demand, cost, fines, penalties, fees, expenses, or losses arising from the customer's failure, intentional or unintentional, to comply with the foregoing paragraph.

(5) 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.

(6) 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.

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

(8) Our offers, order confirmations, and the contract, as well as the fulfillment thereof, are subject to us obtaining all required export or transfer licenses, 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.

17. Compliance

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/de/konzern/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.

18. Place of jurisdiction and applicable law

(1) Any claim, dispute, or controversy arising from or related to the goods and services purchased by the customer from us, the interpretation of these Terms and Conditions or any quotation, order confirmation or order entered into in connection herewith, or the breach, termination or validity of these Terms and Conditions of any such quotation, order confirmation or order will be resolved exclusively and finally by the Shanghai International Economic and Trade Arbitration Commission (SHIAC) for arbitration in Shanghai under its then valid arbitration procedures and rules. The arbitration award shall be final and binding upon both parties.

(2) These Terms and Conditions shall be governed and interpreted in accordance with the laws of the P.R.China (without reference to principles of choice and conflicts of laws), and also prevailing international conventions (i.e. Incoterms 2010® and the United Nations Convention on Contracts for the International Sale of Goods(1980)) and business practices to the extent PRC laws allow or remain silent.

(3) If one or more of the provisions become ineffective, the other provisions remain binding.