We reserve the right to make changes to the chemical composition of our products binding by means of our written order acceptance.

(1) The customer commits him/herself 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, in connection with long-term purchase orders (contracts with a duration of more than 4 months and generally open-ended contracts), there is a change in the cost of labor, material or energy, either party is entitled to demand negotiations for a reasonable price adjustment, taking into account the aforementioned factors.

(3) In cases of defective goods, the customer must inform us, in writing, of the required quantity at least 2 months prior to the delivery date, unless otherwise agreed. Additional expenses caused by the customer, relating to a delayed purchase order or a later change of the purchase order destination or quantity shall be borne by the customer, based on our calculations.

(4) The customer is entitled to terminate the contract when the delay in the delivery date is attributable to gross negligence on our side, and he has granted us, but unsuccessfully, a reasonable period of grace for the delivery. The written termination of the contract must be delivered via registered mail.

(5) The customer hereby grants to a seller a lien on and security interest in and to all goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this section constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

Warranty (11)

(1) We warrant to the customer that the goods will be free from material defects in material and workmanship.

(2) EXCEPT FOR THE WARRANTY SET FORTH ABOVE, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(3) In cases of defective goods, we shall provide warranty for the defect, at our choice, by way of repair or replacement. If a repair or replacement 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. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE.

(4) Minor deviations from quality, form, color, weight or design, or that are technically un-avoidable, 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 specifications. Damaged packaging fails under minor defects and does not convey the right to refuse acceptance. The warranty excludes all wear parts and all consumables.

(5) In cases in which the buyer is entitled to issue notices of defects, such notices must be given in writing, within 14 days after the delivery of the goods or, if the customer has not accepted the goods, within 14 days after the day he was notified of the defect. If the customer does not make 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 given in writing, 14 days after delivery of the goods. The customer is entitled to inspect and to demand any repair or replacement. If a repair or replacement 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. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE.
(6) 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 defects at the time of delivery cannot be explicitly stated.

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

Liability (12)

(1) NO EVENT SHALL WE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCID- ENT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITH- STANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(2) IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE USE OF THE END USE CERTIFICATE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO US FOR THE RELEVANT PRODUCT SOLD HERELUNDER.

(3) The limitation of liability set forth above shall not apply to (i) liability resulting from our gross negligence or willful misconduct and (ii) death or bodily injury resulting from our acts or omissions.

(4) To the extent permissible by law, all rights to claim for compensation cease 12 months after the date that the customer is aware of the damage and of the injured party.

(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 websites, 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-use of data protection (13)

(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 context 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 (14)

(1) To comply with the data protection obligations, we refer to our privacy policy, available at https://www.voestalpine.com/welding/Data-Privacy in the currently valid version.

Force majeure (15)

(1) In the event that circumstances change under which the contract has been entered into, or events of force majeure occur that include, without limitation, natural catastro- phes, 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, excuse seller of our duty to perform for the duration and the scope of the im- pact of such disturbances, or entitle seller to withdraw from the contract entirely or from that part that has not been fulfilled, without the customer having the right to raise legal claims against seller.

Control exports (16)

(1) Our goods and services are supplied with the provision that their delivery is not imped- ed by any laws, regulations, foreign laws, embargos or other sanctions.

(2) The customer commits to not selling the products to third parties of whom he has rea- son to assume will disregard such regulations or circumvent them. Upon request, the cus- tomer must provide seller, 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 di- rectly 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, un- less he holds the required official licenses for these purposes.

(4) The customer shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release any regulated goods to any jurisdiction or country to which, or any party to whom, the export, reexport, or release of any regulated goods is prohibited by applicable federal or foreign law, regulation, or rule. The customer shall be responsible for any breach of this Section by its, and its successors’ and permitted assigns’, affiliates, employees, officers, directors, customers, agents, distributors, resellers, or vendors. The customer shall comply fully with all applicable federal and state laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, or releasing any regu- lated products.

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

(6) To the extent the customer intends to transfer the regulated goods or technology to a third party, the customer may only do so in a country or area that does not have applicable export regulations.

(7) The customer shall be liable to the fullest extent for any damages resulting to seller from any culpable non-compliance with any federal or foreign law, regulation, or rule by the customer and hereby releases seller from any liability towards third parties.

(8) Our offers, order acceptances, and the contract, as well as the fulfillment thereof, are subject to seller obtaining all required export or transfer licenses, or any other permits in connection with export regulations or other authorizations. If these are 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 (17)

(1) The principles and guidelines for a sustainable ethically, morally, and legally unobjec- tionable behavior 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 https://www.voestalpine.com/groups/en/groups/compliance/ and are ex- plicitly deemed accepted by the customer, who supports their underlying principles and regulations. In individual cases, when patently clear and severe breaches of the underly- ing principles and regulations by the customer become evident, and which make a con- tinuation of the business relationship untenable, we are entitled to terminate the contrac- tual relationship for good reason and, therefore, with immediate effect. The customer commits to holding seller harmless of any damages and disadvantages resulting there- from.

Place of jurisdiction and applicable law (18)

(1) The place of performance of our goods and services is the location of our plant, and the exclusive place of jurisdiction and venue is agreed to be any court of competent jurisdic- tion of the State Delaware.

(2) However, we are also entitled, at our option, to initiate legal proceedings against the customer at its legal domicile. All matters arising out of or relating to this contract are governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Del- aware or any other jurisdiction) that would cause the application of the laws of any juris- diction other than those of the State of Delaware.

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

II. Special terms and conditions of sale for welding machines (19)

(1) For deliveries and other services in connection with welding machines, the provisions of the General Terms and Conditions of Sale (1.) shall apply, if the following provisions for welding machines do not deviate.

Warranty for welding machines (20)

(1) The warranty period for welding machines is 12 months.

Guarantee for welding machines (21)

(1) If the customer registers the serial number of the welding machine and the address of the customer at https://www.voestalpine.com/welding/Brands/Boehler- Welding/Equipment/Warranty, we grant the customer a manufacturer’s guarantee of up to 5 years for welding machines in accordance with the guarantee conditions for welding machines available after registration on the above website. This guarantee period al- ready includes the warranty period for welding machines mentioned in section (20).

Provision of spare parts and replacement material for welding machines (22)

(1) We guarantee a supply of spare parts and other replacement material of our welding machines for 9 years from the date of order confirmation by us.

CE conformity of welding machines (23)

(1) We declare that our welding machines are CE compliant and labeled accordingly.

Warranty for welding accessories (24)

(1) We reserve all intellectual property rights, such as copyrights, trademarks, design rights, patent rights, utility model rights, know-how, and non-proprietory inventions, commercial experience, company secrets, etc., regardless of when they are disclosed to the client.

III. Special terms and conditions of sale for welding accessories (25)

(1) For deliveries and other services in connection with welding accessories, the provisions of the General Terms and Conditions of Sale (1.) shall apply, if the following special provi- sions for welding accessories do not deviate.

Warranty for welding accessories (26)

(1) The warranty period for welding accessories is 26 months from the date when the risk of ownership transfers to the customer. This period also applies to hidden defects.

CE conformity of welding accessories (27)

(1) We declare that our welding accessories are CE compliant and labeled accordingly.