1. Welding Products
Scope (1)
(1) The following General Terms and Conditions apply to all business relationships with customers, not only to deliveries or other transactions. The documents and information belonging to our offers, such as drawings, illustrations and samples as well as weight, measure, performance and consumption information, serve as a mere information and do not represent any special agreed characteristics. We reserve the propriety of our documents to all documents and information pertaining to our products, such as drawings, illustrations, samples and data; these documents, information and data shall not be made available to third parties or used for their own purposes.

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

(3) Any applicable alloy surcharge at the time of delivery, as well as surcharges relating to labour, material or energy, each contract partner is entitled to demand negotiations of the contract price. The purchase price shall change according to the actual volume.

(4) In the event of hidden defects that were notified in time, the customer shall be obliged to accept the goods on the day when the validity period expires and the agreed purchase price becomes due.

(5) In cases of breach of contract, all as yet undelivered quantities of products ordered by the customer shall be charged to the customer, at the latest, on the day when the validity period of the order confirmation expires.

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

Delivery Periods (9)
(1) The customer commits himself to accepting the delivered products at the contractual-ly agreed delivery terms and conditions within 14 calendar days, otherwise the customer is entitled to withdraw from the contract.

(2) In the event that the customer unjustifiably refuses the acceptance of the goods, he shall not be entitled to any payment for the goods, 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 (8)
(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 charged to the customer, at the latest, on the day when the validity period of the order confirmation expires.

Retention of Title (10)
(1) We retain title to the goods until full payment of the purchase price has been made. The customer may 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.

Warranty (11)
(1) In cases of defective goods, we shall provide warranty for the defect, at our choice, by way of repair or replacement. If an improvement or exchange is not possible, or has failed, the customer shall be entitled to demand a price reduction or, if it is not a minor defect, to rescind the contract.

Minor deviations from quality, form, colour, weight or design, or that are technically unav- oidable, 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 convert the right to refuse accep-
tance.

(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 six months from the date when the risk has trans- ferred to the customer. This period also applies to hidden defects. Assumption of defec-
tiveness at the time of delivery shall be explicitly excluded.

(4) On the occasion 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.

Liability (12)
(1) On all those cases provided for by the Product Liability Act, our liability is limited to intent and gross negligence. 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. In cases of tortious intent and gross negligence. 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.

(2) The above limitations of liability do not apply to injury to body or health, or loss of the customer’s life.
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(3) 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).

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

Nondisclosure (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 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 (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 concluded, or events of force majeure occur that include, without limitation, natural catastrophes, non-delivery of input materials, 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, release us from 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 (16)

(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 also undertakes to ensure that the items are not put either directly or indirectly to a military end-use 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 licenses.

(5) In addition, he undertakes to be in possession of the required authorizations in accordance with applicable Standards of the Austrian Foreign Trade Act 2005 (AußWG) as well as the Austrian Foreign Trade Regulation 2011 (AußBHV).

(6) The customer (purchaser, consignee) commits 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 where this would contravene European, Austrian, or, to the extent applicable, US (re-)export regulations.

(7) 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.

(8) In addition, 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.

(9) 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 fulfilment thereof, are subject to our 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 suppliers, must adhere to.

Compliance (17)

(1) 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 https://www.voestalpine.com/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 become evident, and which make the 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.