General Terms and Conditions of Sale of voestalpine Böhler Welding USA Inc.

Scope (1)
(1) The following General Terms and Conditions (GTCs) apply to all business relationships with customers, unless otherwise expressly agreed in writing. The version valid at the time of entering into the contract applies.
(2) In the event of conflicting, conditional or varying General Terms and Conditions shall not form part of the contract, even if they are known, unless their applicability is expressly agreed in writing.

Entering into the contract (2)
(1) If offers are non-binding and subject to alteration. Within reasonable limits, we reserve the right to make technical and other alterations. 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 contain any representable characteristics. We reserve the proprietary rights and copyrights to all documents and information pertaining to our products, such as draw- ings, illustrations, samples and data; these documents, information and data shall not be made available to the customer without express agreement.
(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 acceptance constitutes the only binding acceptance of an order.
(4) We are entitled to refuse acceptance of an order e.g. after reviewing the creditworthi-
ness of the customer.
(5) If the customer 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-offers by the customer only become effective within the framework of legal standards and/or applicable product standards, as well as the written agreement of both parties.
(7) Any applicable 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 addition-
al or increased official charges shall be applied in full.
(8) Unless otherwise agreed, the type of packaging shall be determined by seller. Increas-
es in freight charges occurring between the date of the order acceptance and the actual shipment shall be charged separately to the customer.
(9) The customer shall pay all invoiced amounts 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.
(10) We only accept letters of credit or checks when this has been explicitly agreed, in writ-
ing, and only as payment for outstanding amounts.
(11) The customer is aware of the requirement to store our products properly and is convers-
ant 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.”

Use of products (6)
(1) The customer is aware of the proper use of our products. Improper use leads to exclu-
sion of the warranty for the products being used. In the event that the customer is obliged to comply with all regulations, technical regulations, operating and user instruc-
tions that protect against dangers.

Obligation to accept, storage period and storage costs (7)
(1) We are entitled to demand immediate payment for 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.
(3) The goods are deemed accepted three months after our notice of readiness to dis-
patch, 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 purchase orders (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 purchase orders (contracts with a dura-
tion 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 adjustments for a rea-
sonable price adjustment, taking into account the aforementioned factors.

Delivery Periods (9)
(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 sepa-
rate from the order acceptance, 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.
(4) Unless otherwise agreed, the delivery periods shall be calculated from the date of the order acceptance, 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 collect-
ion.
(5) The customer is only 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 unsuc-
cessfully, a reasonable period of grace for the delivery. The written termination of the con-
tact must be delivered via registered mail.

Retention of Title (10)
(1) We retain a security interest in and to the goods until full payment of the purchase price has been made. The customer must immediately notify seller in writing of any seizure of the goods by third parties, in particular of enforcement measures, damage to, or de-
struction 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 busi-
ness. The customer hereby grants to seller a lien on and security interest in and to all of the goods and inventory and the proceeds of the foregoing. The security interest granted under this section con-
stitutes a purchase money security interest under the New York Uniform Commercial Code.

Warranty (11)
(1) We warrant to 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 MERCHAN-
TABILITY; 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 is 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 in line with commercial practice, are not defects and shall not be claimed against the same. The applies to deliveries based on samples and specimens. Damaged packaging falls under minor defects and does not convey the right to refuse acceptance.
(5) We shall not be held liable for any losses 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; 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 specific and detailed.
(6) The warranty period for the goods is 12 months from the date when the risk has trans-
ferred to the customer. This period also applies to hidden defects. Assumption of defec-
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Compliance (17)
(1) The principles and guidelines for a sustainable ethically, morally, and legally unobjectionable 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 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 seller harmless of any damages and disadvantages resulting therefrom.

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 jurisdiction in Erie County, New York.
(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 New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other Jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.
(3) If one or more of the provisions become ineffective, the other provisions remain binding.

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

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 (I.) shall apply, if the following special provisions for welding accessories do not deviate.

CE conformity of welding machines (23)
(1) We declare that our welding machines are CE compliant and labeled accordingly.

Software of welding machines (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.

CE conformity of welding accessories (27)
(1) We declare that our welding accessories are CE compliant and labeled accordingly.