Under no circumstances shall silence be considered as consent. Changes or amendments to Incoterms 2010 which apply to the agreement.

Changes or amend-ments to the contract, or order cancellations, or suspensions are only binding with the written agreement of both parties. Any advantages or disadvantages resulting therefrom shall be for the exclusive account of the customer, unless otherwise agreed.

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 (5)

(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 binding. The prices do not include the applicable VAT. Regarding small quantities

We are entitled to refuse acceptance of an order e.g. after reviewing the creditworthi-

(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 creditworthi-

(5) 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-confirmations by the customer only become binding by means of our written order confirmation.

Delivery Periods (9)

(1) Unless otherwise stated, all offers and prices are submitted on an

(3) Our liability for goods not delivered on time is explicitly limited to those cases in which we have confirmed the shipping date in written. Unless otherwise agreed, the delivery period 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 collec-

(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, unsuccessfully, a reasonable period of grace for the delivery. The withdrawal from the contract must be notified by registered letter.

Retention of Title (10)

(1) We retain title to the goods until full payment of the purchase price has been made. 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 compensate us for the inconvenience of the failed delivery, 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 are not required to be paid 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 definiti-

(4) In the case of call-off orders, once in yet unfulfilled deliveries 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 devolution against the Euro until the date of payment, and in such a case, the purchase price shall be adjusted ac-

(6) 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 proceed-

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 speci-

Warranty (11)

(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, if it is not a minor defect, to rescind the contract.

(2) In cases in which the buyer is entitled to issue notices of defects, such notices must be given, in written, within 14 calendar days after the delivery of the goods; otherwise the assertion of a warranty claim is excluded. Hidden defects must be notified, 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 on which 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.
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**

(1) Other than in cases provided for by the Product Liability Act, our liability is limited to the repair of the goods or their value, and in any event for 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 also apply to injury to body or health, or loss of life of the customer.

(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 claim 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**

(1) We 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**

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

**Force majeure**

(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 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**

(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 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 embargos, unless he holds the required licenses.

(5) In addition, he undertakes to be in possession of all required cantonal and federal authorisations for completion of this agreement.

(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, Swiss, 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) 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.

(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, Swiss 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 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.

**Compliance**

(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/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**

(1) The place of performance of our goods and services is the location of our plant, and the exclusive place of jurisdiction is agreed to be the district court at the domicile of voestalpine Böhler Welding Schweiz AG at the time of the filing of the dispute, currently Wallisellen (district court of Bülach).

(2) However, we are also entitled, at our option, to initiate legal proceedings against the customer at his legal domicile. The customer is obliged to refund any dunning and collection expenses, as well as those relating to pre-liquidation. Incoterm® 2010® and Swiss law, under the exclusion of the International Conflict of Law Rules, as well as of the United Nations Convention on Contracts for the International Sale of Goods (Federal Law Gazette 1988/96) apply.

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

**Warranty for welding machines**

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

**Guarantee for welding machines**

(1) If the customers register the serial number of the welding machine and the address of the customer at http://www.voestalpine.com/welding/Brands/Boehler-Welding/Equipment/Warranty, we grant the customer a manufacturer’s guarantee of up to 9 years for welding machines in accordance with the guarantee conditions for welding machines available after registration on the above website. This guarantee period already includes the warranty period for welding machines mentioned in section (20).

**Provision of spare parts and replacement material for welding machines**

(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**

(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/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.

**Software of welding machines**

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

**Warranty for welding accessories**

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

**CE conformity of welding accessories**

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