

**Definitions****Scope (1)**

(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, even though its applicability shall be excluded when customer refers in submitted documents to his General Terms and Conditions

**Conclusion of the contract (2)**

(1) All our offers are non-binding and subject to alteration. Within reasonable limits, we reserve the right to make technical and other alterations. 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.

**Payment & payment terms (3)**

(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 9.2% above the applicable base rate of the European Central Bank plus VAT. 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.

**Transfer of risk (4)**

The customer bears the risk of the loss and accidental deterioration of the goods from the moment of the handover of the goods, in accordance with the agreed Incoterms 2010.

**Instructions for products (5)**

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.

**Obligation to accept, storage period and storage costs (6)**

(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.

**Delivery Periods (7)**

(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 written.

(3) 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.

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

**Retention of Title (8)**

(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.

**Warranty (9)**

(1) The warranty period is 24 months from delivery or, if acceptance is required, from the time of acceptance. This period does not apply to claims for damages by the customer resulting from injury to life and limb or health, or from intentional or gross negligent breaches of obligations by the seller or his vicarious agents, which in each case shall become statute-barred in accordance with legal provisions

(2) The delivered goods must be inspected carefully immediately upon receipt by the customer or by a third party appointed by him. If we do not receive a notification of defects in text form within seven working days after delivery, the goods shall be deemed to have been approved by the buyer as regards obvious defects or other defects which would have been identified during an immediate and careful examination. With regard to any other kind of defects, the delivered goods shall be deemed to have been accepted by the customer if the notice of defect is not received by us within fourteen working days, commencing on the date on which the defect was identified. When, under normal conditions of use, the defect was already apparent to the customer at an earlier date, that earlier date is decisive for the commencement of the notice period. Upon our request, the defective item shall be immediately returned to us, freight prepaid. In the case of justified complaints, we shall reimburse the costs of the most economic means of transport. This does not apply if the costs increase because the item to be shipped is located at a place other than that of the intended use.

(3) In cases of defects of the delivered items, we are, at our discretion, obliged and entitled to rectification or to replacement within a reasonable period of time. In the event of non-performance, i.e. the impossibility, unacceptability, refusal, or occurrence of unreasonable delays in the rectification or replacement, the customer may withdraw from the contract or reduce the purchase price by a reasonable amount

(4) If a defect is attributable to us, the customer is entitled to claim damages under the conditions specified in Clause 10 herein.

(5) The warranty ceases to apply when the customer modifies the delivered item without our consent or has it modified by third parties, and as a result thereof, the remediation of defects is made impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of rectifying the defect caused by the alteration.

(6) Deliveries of used goods agreed upon in individual cases with the customer will be effected without any warranty for material defects.

**Liability (10)**

(1) In the case of our culpability, our liability for damages, for whatsoever legal reason, in particular for impossible, delayed, inadequate or incorrect delivery; breach of contract; breach of obligations in contract negotiations; and unlawful acts, shall be limited as stated in Clause 10.

(2) We shall not assume liability in the case of slight negligence caused by our management, legal representatives, employees or other vicarious agents, unless they relate to a violation of essential contractual obligations. Essential contractual obligations are timely delivery and installation of the delivery items, their freedom from defects of title, and such material defects that affect their functionality or serviceability more than insignificantly, as well as advisory, protective and duty of care obligations that ensure the customer's use of the goods in accordance with the contract, and prevent harm to life and limb of the customer's personnel, and protect his property from significant damage.

(3) Liability for damages in accordance with Clause 10 (2) shall be limited to damages which, at the conclusion of the contract, we have foreseen as a possible consequence of a breach of contract, or which we should have foreseen by applying due care and attention. Indirect damage and consequential damage which are the result of defects in the delivery items shall only be compensated for to the extent that such damage can typically be expected when the delivered items are used for the intended purpose.

(4) In cases of liability for slight negligence, our obligation to pay compensation for material damage and subsequent further financial loss shall be limited to an amount of twice the project value per case of damage, even if it is in violation of essential contractual obligations.

(5) The above stated exclusions and limitations of liability apply to the same extent to our management, legal representatives, employees, and other vicarious agents.

(6) For technical information, or when we are acting as a consultant, and such information or consultancy services are not included in the contractually agreed scope of goods and services, we do not assume any liability for such information or advice.

(7) The restrictions defined in Clause 10 do not apply to liability in connection with intentional behaviour, guaranteed characteristics, injury to life and limb or health, or those defined in the Product Liability Act.

**Non-disclosure (11)**

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 (12)**

(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 his 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.

**Force majeure (13)**

We assume no liability for the impossibility of delivery or delays in delivery, when these are caused by force majeure or other events not foreseeable at the time of the conclusion of the contract and for which we are not responsible (e.g. business disruptions of any kind: difficulties in material or energy procurement; transport delays; strikes; lawful lockout; shortage of labour, energy, or raw materials; official measures; or lack of, incorrect, or untimely delivery by suppliers). When such events make the delivery or services significantly more difficult or impossible for us and the hindrance is not only temporary, we are entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or service periods shall be extended, or the delivery or service dates shall be postponed for the duration of the hindrance, in addition to a reasonable start-up period. Insofar as the customer cannot be reasonably expected to accept the delivery or service as a result of the delay, he can withdraw from the contract by immediately presenting us with a written declaration.

**Export controls (14)**

(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) In addition, he undertakes to be in possession of the required authorisations in accordance with applicable Standards of the German Foreign Trade Acts as well as the German Foreign Trade Regulation.

(5) 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 when this would contravene European, Austrian, or, to the extent applicable, UN-, US (re-)export regulations.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

**Compliance (15)**

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.

**Place of jurisdiction and applicable law (16)**

(1) If the customer is a consumer, the place of jurisdiction for all disputes arising from the business relationship between the seller and the customer is, according to our choice, Düsseldorf or the principal's domicile. In cases of lawsuits against us in aforementioned cases, however, Düsseldorf shall be the exclusive place of jurisdiction. Mandatory statutory provisions on exclusive jurisdictions remain unaffected by this provision.

(2) The business relation between us and the customer is exclusively subject to the laws of the Federal Republic of Germany. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and the conflict of law rules shall be excluded.

(3) In case these General Terms and Conditions contain gaps in its regulations, those gaps shall be replaced by valid or enforceable provisions that are as close as possible to the purpose and intentions of the parties.