

GENERAL TERMS OF SALE

INTRODUCTION

The process of the order is dependant to the acceptance of the General Terms of Sale as detailed below, which are integral part of the commercial agreement between the parties. In the General Terms of Sale, the term "seller" identifies voestalpine Wire Italy s.r.l. of Nervesa della Battaglia (TV), and the term "buyer" identifies the customer of the produced goods of voestalpine Wire Italy s.r.l.

1. SCOPE

Unless otherwise explicitly agreed in written by voestalpine Wire Italy s.r.l., all deliveries and/or services of the Company are provided exclusively on the basis of the following General Terms of Sale.

2. DELIVERIES

If the order doesn't specify where the goods have to be delivered, that order must be considered as confirmed by the seller for goods delivered *ex works* in Nervesa della Battaglia (TV), with the buyer obligation to collect the goods using its own means of transport. In any event, if the parties have agreed that the transport, or part of it, have to be arranged by the seller, it is hereby specified that the seller shall only be liable for transport expenses, while all relative risks shall be transferred to the buyer, when the goods are delivered to the first carrier. It is always the buyer's responsibility to take action against the carrier and for information to the seller, in case of shortages, damage, delays, etc.

3. TERMS OF DELIVERY

Unless agreed otherwise, delivery terms defined in the order are merely indicative and not essential; late delivery shall give no right to indemnity and/or compensation of any kind. However, any variations requested during production phases relieve the seller to be compliance with terms agreed; these terms must be considered extended for a period that corresponds to, at least, the one originally agreed for supply delivery. Deliveries that require the seller to load the goods on the buyer's carrier are subject to the condition of "notice of goods ready" and to a specific agreements between seller and buyer on the date and time of delivery.

4. MISSED COLLECTION OF GOODS

Once the term agreed with the buyer to collect the goods has expired, the seller may store the goods in the yard of his production plant, stacked separately, notifying it to the buyer. Through this, the goods are considered as identified pursuant to and for the purposes of Art. 1378 and 1465 Italian Civil Code. Moreover, the seller will charge the buyer for any further costs sustained.

5. TESTING

Before the delivery, the seller tests the goods. If the buyer request testing in the presence of its representatives or by recognized organizations, said testing shall be carried out in the seller's plant. In those circumstances, after tests has been carried out positively, the goods shall be considered as definitively accepted by the buyer.

6. COMPLAINTS - BUYER RIGHTS

Goods must be checked and controlled on arrival to verify the compliance with the order. Any discrepancies over quantity, type or kind of goods supplied must always be notified in writing, within 10 (days) from receiving them, mentioning all details for immediate control. Once said term has expired, the goods shall be considered as accepted by the buyer for all purposes.

The goods are warranted by the seller, for hidden material defects and/or processing defects or for bad quality, for 12 (twelve) months from the delivery date. The seller also warrants that the goods shall meet characteristics and conditions set forth in the order confirmation. The seller takes no responsibility for subsequent use or processes that the delivered goods are subjected. Any complaint must clearly specify the defect found; the disputed goods must always be made available for seller representatives to be able to check the defect reported. The complaint will only entail the buyer to obtain the replacement of defected goods. Consequently, without prejudice to cases of malice or serious negligence, the above excludes any other seller responsibility originated by the goods supplied and their subsequent use. More specifically, there can be no claims for compensation and/or indemnity for direct or indirect damage of any kind caused by non or limited use of the goods in question. However, the goods will not be replaced unless the buyer suspends all processes involving the goods contested immediately.

7. SELLING PRICE

The final goods selling price will be based on the effective quantity supplied resulting from weighing operations before delivery; thus, the effective quantity shall be the total weight of each load. Unless established otherwise, the supply price will be for goods packed in accordance with sector habits and related to the mode of transport agreed on, according to the delivery condition *ex works*; it is hereby agreed that any other charge or expense shall be buyer liability.

8. PAYMENTS – LATE PAYMENT INTEREST – PROPERTY RESERVE

Payments must be made to the seller's residence, unless established otherwise in the order, and at conditions agreed therein. It's agreed that any claims or disputes give the buyer no right to suspend or delay payment for the goods contested nor that of other supplies. More generally, no action or exception may be carried out or opposed by the buyer unless after the full payment of the goods for which this dispute or exception is intended. Moreover, the buyer is not authorised to make any reduction on the price agreed (e.g. for product defects claimed), unless agreed in writing with the seller. In the event of late payment on the due dates agreed, the buyer will be automatically charged of late payment interest, with no need for formal notice, calculated pursuant to the rate indicated in accordance with Art.5 of Italian Legislative Decree no. 231, 9 October 2002. It is hereby agreed that goods delivered shall remain seller's property until has been fully paid.

9. SUSPENDING OR CANCELLING ORDERS

If one of these general terms of sale is not respected, even partially, as well as in the event of ascertained difficulty in payments or if the guarantees of solvency or, more generally, the economic capacity of the buyer are lacking or diminishing, the seller shall have the right to suspend or cancel orders in progress or to subordinate goods delivery to adequate payment guarantees.

10. RETURN OF GOODS

Returns of goods are permitted only if expressly authorized in writing by the Supplier. In any case, returns must be made for intact goods, packaged and accompanied by a return slip, the buyer assuming all costs and risks.

11. FORCE MAJEURE

In case of any unforeseeable circumstance beyond the seller's control, such as, for example purposes, strikes of any kind, natural events or calamities, lack or delays in delivery of raw materials, production plants breaking down, state measures or those of any other entity, new tax or other burdens which could limit or delay raw material supplies and worsen conditions agreed on, any other impediments beyond the seller's control making delivery temporarily impossible or excessively expensive, terms of delivery will be extended for a period lasting as long as the impediment itself.

12. APPLICABLE LAW, EXCLUSIVE COURT AND JURISDICTION

For all not included in the General Terms of sale, the contractual relations between the seller and the buyer are governed by Italian law and the only competent court for any dispute relating to contractual and non-contractual relations between the parties is that of Treviso.

13. PRIVACY

Pursuant to and for the purposes of Article 13 of Regulation (EU) 2016/679 on the protection of personal data (GDPR) and pursuant to art. 13 Legislative Decree 196/2003, the personal and fiscal data relating to the contractual parties will be mutually processed, in electronic or paper format, to allow effective management of the commercial relationship, also for the purposes of credit protection. The provision and processing of data is mandatory for all that is required by legal and contractual obligations; any refusal to provide them or subsequent processing may make it impossible for the parties to enter into the contractual relationships themselves; failure to provide, however, all data that is not attributable to legal or contractual obligations will be assessed from time to time and will determine the resulting decisions related to the importance of the data requested with respect to the management of the business relationship. Without prejudice to the communications required by law, the data may be communicated by each of them to subjects such as: credit institutions, consultants and professionals, insurance companies, companies operating in the transport sector, etc. For the same purposes, the data may be disclosed to the categories of data processors who, within the corporate structures of each of the parties, operate in the commercial, administrative area. In any case, please refer to the general notice on data protection for business partners available on the seller's website (www.voestalpine.com/wiretechnology/it/).

14. FINAL PROVISIONS

Any provisions making an exception to what is set forth in the order and/or these general terms of sale will only be effective if specifically accepted by contractual parties in writing. If a contractual provision set forth in these general terms of sale should be invalid or null, said circumstance will not prejudice the validity or other provisions which remain effective and valid. Pursuant to and for the purpose of Articles 1341 and 1342 Italian Civil Code, the buyer specifically approves the following clauses: 2. DELIVERIES; 3 TERMS OF DELIVERY; 4 MISSED COLLECTION OF GOODS; 5 TESTING; 6 COMPLAINTS - BUYER RIGHTS; 7 SELLING PRICE; 8 PAYMENTS - LATE PAYMENT INTEREST - PROPERTY RESERVE; 9 SUSPENDING OR CANCELLING ORDERS; 11 FORCE MAJEURE; 12. APPLICABLE LAW, EXCLUSIVE COURT AND JURISDICTION; 13 PRIVACY.