

General Sales and Delivery Terms and Conditions of voestalpine Wire Germany GmbH Version May 2022

1. SCOPE OF APPLICATION:

1.1. The following Business Terms and Conclusions shall be applicable to all deliveries and performances undertaken by voestalpine Wire Germany GmbH (hereinafter referred to as "voestalpine"). The version being in force at the time of the conclusion of the contract shall apply in each case.

Divergent, conflicting or supplementary general business terms and conditions of the customer, even if known to us, shall not form a part of the contract unless their validity is expressly agreed in writing. Silence on the part of voestalpine concerning the customer's general business terms and conditions, in particular regarding any terms and conditions of purchase, shall, accordingly, under no circumstances be deemed to constitute consent to said terms and conditions.

2. CONTRACT CONCLUSION

2.1. Our offers shall, unless agreed otherwise, be non-binding. A binding contract shall only be concluded through written order confirmation on our part, or upon signature of an individual contract by the contracting parties.

2.2. Contract amendments, cancellations and order suspensions shall only be binding with our express written consent. Any costs and disadvantages thereby caused shall be borne by the customer in the absence of an agreement to the contrary. A possible cancellation of the contract by the customer shall in any event only be possible provided that no implementation actions have been undertaken on our part; a procurement of the input material required for the order shall already be regarded as an execution action. If the customer does not withdraw from the contract in due time, it shall be obliged to compensate us for the actual damages incurred, in particular for production costs and incurred pre-material costs.

2.3. Any enclosures accompanying the offer (e.g. technical documents, samples, drawings, etc.) shall remain the property of voestalpine; any use of the offer documents, such as editing or dissemination to third parties, shall, therefore, only be permitted with our express written consent.

3. SUBJECT MATTER OF THE CONTRACT

3.1. The nature, quantity and quality of the deliveries and/or services provided by voestalpine shall be determined in accordance with the relevant contractual agreements with the customer. Unless expressly agreed otherwise, discrepancies in respect of dimensions, weights, technical characteristics and specifications attributable to the production technology used, which fall within the tolerance limits customary in the industry sector or within the tolerance limits specified in the applicable technical standards, shall in any case be permissible.

Absent any agreement to the contrary, the specifications of the corresponding technical terms of delivery valid at the time of the conclusion of the contract as well as voestalpine price lists shall always be deemed applicable.

3.2. Unless otherwise agreed, over- and under-deliveries of up to 10% of the ordered quantity shall be considered customary in the trade.

4. PRICES AND PAYMENT CONDITIONS

4.1. The prices and terms of payment indicated on the order confirmation of voestalpine or in the contract shall apply. Unless expressly agreed otherwise, all prices shall be understood to be ex works, plus packaging, insurance and shipping costs. Prices shall be stated in EURO. Value added tax shall be specified separately. Any duties shall be payable by the customer.

4.2. Payments are to be made without any deduction to the account stipulated by us and, unless otherwise agreed, shall be due within 30 days from the invoice date.

4.3. The customer expressly agrees that voestalpine may, at its discretion, also create invoices and convey them to it electronically.

4.4. In the event of a default in payment, voestalpine may charge interest on arrears at the statutory rate plus reminder and collection fees, to the extent necessary for appropriate legal prosecution and reasonable in view of the claim.

4.5. If the customer defaults on a payment in whole or in part, or if voestalpine becomes aware of circumstances which, in its own opinion, are likely to have a negative impact on the credit rating of the Buyer or which may seriously jeopardize the enforcement of payment claims (e.g. significant reduction or complete cancellation of insurance limits by reputable credit insurers), voestalpine may make the performance of outstanding services conditional upon advance payment or the provision of other appropriate and acceptable collateral, and/or upon the setting of a reasonable period of grace it may withdraw from the contract (if applicable only partially) and claim damages, in particular on the grounds of non-fulfillment of the contractual purchase commitment.

The aforesaid shall be without prejudice to any other contractual and statutory rights of voestalpine.

4.6. The customer shall not be entitled to offset any counterclaims it may have vis-à-vis other voestalpine-affiliated companies against voestalpine. An offsetting of counterclaims shall otherwise only be permissible if the customer's counterclaims have been legally determined or recognised by us. The customer shall also only be entitled to rights of retention, provided that its counterclaim is undisputed or has been legally established. The customers' counter rights shall remain unaffected by this in the event of deficiencies in the delivery from which the claim in question arises.

5. COLLATERAL, TITLE RETENTION

5.1. voestalpine shall be entitled to receive acceptable, customary and value-retaining collateral for its claims in terms of both type and scope, in particular for payment claims arising from deliveries and/or services. Non-exercised assertion of this claim to collateral shall in no case be construed as constituting a waiver of the need to provide such securities on the part of voestalpine.

5.2. All delivered goods shall remain the unrestricted property of voestalpine until the purchase price shall have been paid in full.

5.3. The processing of reserved goods by the customer shall always be carried out for voestalpine as manufacturer. voestalpine shall acquire ownership directly, without any obligations arising for voestalpine from this.

5.4. Should the customer process, combine or mix reserved goods with other goods, we shall be entitled to co-ownership of the new item in relation to the invoice value of the reserved goods to the invoice value of the other goods used. Should our ownership lapse as a consequence of the aforementioned processing, combining or mixing, the customer shall transfer the ownership or expectant rights to which it is entitled in the new stock or item to us in the amount of the invoice value of the reserved goods.

5.5. The customer may only resell the reserved goods in the course of ordinary business subject to its normal business terms and conditions and provided that it is not in default, with the proviso that it retains title and the receivables from the resale are remitted to us. It shall not be entitled to dispose over the reserved goods in any other manner. The use of reserved goods for the fulfilment of work contracts and contracts for work and materials shall also be deemed a resale.

5.6. Should the customer default on payment and this is indicative of a risk to the realisability of a not insignificant part of our receivable, we shall be entitled to prohibit further processing of the delivered goods, to retrieve the goods and, if necessary, to enter the customer's premises for this purpose. Said retrieval shall not constitute a withdrawal from the contract. § 449 Para. 2 of the German Federal Civil Code ("BGB") shall be waived in this regard.

5.7. The customer must immediately notify us of a seizure or other intervention by third parties.

5.8. voestalpine undertakes to surrender the collateral to which it is entitled in accordance with the above provisions at the customer's request, insofar as its realisable value exceeds the claims to be secured by more than 10%. voestalpine may choose which collateral is released.

5.9. If the reserved goods are delivered to a country in which the aforementioned retention of title is not recognised or does not have the same collateral effect as in the Federal Republic of Germany, the customer shall be obliged to undertake all actions and to make all declarations required to create a comparable collateral right. The same shall apply should the customer transfer the reserved goods to such a state.

6. SHIPPING AND TRANSFER OF RISK

6.1. Deliveries from voestalpine shall take place in accordance with the 2020 Incoterm clause to be agreed in each individual contract. The risk shall pass in accordance with the applicable Incoterm clause 2020. Unless otherwise agreed, FCA "Lieferwerk Finsterwalde" shall be deemed to have been agreed in accordance with Incoterm 2020.

6.2. Unless otherwise agreed, voestalpine shall be entitled to make reasonable partial deliveries. Each partial delivery shall be deemed an independent transaction.

6.3. If unloading is the responsibility of the customer pursuant to the agreed Incoterm clause, this shall, in each case, be carried out without undue delay, completely and without damage to/especial contamination of the means of transport. Any special contamination or packaging materials caused by loose materials must be accordingly removed. As a matter of principle, voestalpine does not take back packaging materials that merely serve packaging purposes, unless otherwise agreed

6.4. Irrespective of the agreed Incoterm clause, all transport damage must be reported to us by the customer and a statement of the facts, including photos, immediately sent to us.

7. FORCE MAJEURE

7.1. voestalpine shall be released from the fulfilment of the contract whether in whole or in part, for as long as it is prevented from doing so by events of force majeure. Such events shall entitle voestalpine to postpone contract performance for the duration of the hindrance. voestalpine will inform the customer of this without delay and simultaneously inform the customer of the expected new delivery period. Should the service also not become available within the new delivery period, voestalpine shall be entitled to withdraw from the contract in whole or in part; voestalpine shall promptly refund a consideration already rendered by the customer. Events of force majeure shall include but shall not be limited to war, riots, political unrest, forces of nature, explosions and fire, as well as strikes, lockouts, major operational disruptions, decisions by the authorities, sanctions, embargoes, pandemics, epidemics and other unforeseeable circumstances that make it significantly more difficult or impossible for voestalpine to deliver goods or render services, such as severe breakdown of machinery, shortages of input materials, severe obstruction of transport, energy shortage etc, irrespective of whether the affected party is voestalpine itself or one of its subcontractors.

7.2. Should an event of force majeure on the part of voestalpine persist for longer than 3 months, the customer shall be entitled to withdraw from the contract in respect of those agreed deliverables that are not yet in production. There shall be no entitlement to compensation for damages in connection with an event of force majeure.

8. DELIVERY PERIODS AND DEADLINES

8.1. Unless otherwise agreed, the stipulated delivery periods and dates shall always be non-binding and, irrespective of the legal grounds, the customer shall not be entitled to compensation for any damage incurred as a result of a delay in the provision of delivery and services. In the event of persistent delivery delays, the customer shall, however, be entitled to withdraw from the contract following the futile expiry of a reasonable grace period stipulated in writing.

8.2. In the case of expressly agreed binding delivery periods and deadlines, the customer shall be entitled to withdraw from the contract and - should voestalpine bear responsibility for the delay due to gross negligence - to claim compensation for any direct damages incurred within the framework of the provisions specified in clause 12 (Limitation of liability) if a reasonable grace period expressly set by the customer for the orderly provision of deliveries and services by voestalpine and has unsuccessfully expired without being used. As far as the adequacy of the period of grace is concerned, it is understood that the customary production times in the industry shall be taken into account.

8.4. Notwithstanding the aforementioned provisions, the delivery periods and deadlines shall be aligned with the information in the order confirmation, but, in case of doubt, shall not commence prior to a complete clarification of all details relevant to the order, in particular the provision of any required domestic and/or foreign official certificates/approvals. Should the customer fail to comply with the obligations incumbent upon it, in particular ancillary performance and cooperation obligations, voestalpine shall be entitled - without prejudice to its other rights - to amend the delivery periods and

deadlines pursuant to internal processes and production sequences and to reasonably defer them accordingly.

9. ACCEPTANCE DEFAULT

9.1. The customer shall in all cases be contractually obliged to call for and accept deliveries and/or services ordered by it as contractually agreed. voestalpine shall be entitled in all cases of default by the customer in respect of calling for/acceptance in breach of the contract to store the deliveries and/or services concerned at the expense and risk of the customer and to invoice the agreed purchase price without provision of an extended deadline.

9.2. voestalpine, furthermore, reserves the right, in the event of default in acceptance after the unused expiry of a granted grace period of 14 days, to sell the deliveries and/or services in question elsewhere or dispose of them (scrapping, etc.) and to invoice the customer for the resulting costs and, in particular, for reduced income. Other legal and contractual rights shall remain expressly reserved.

10. WITHDRAWAL / CONTRACT TERMINATION

10.1. voestalpine shall be entitled to withdraw from the contract immediately

- a) if the customer violates key contractual obligations and does not (re)establish contractual compliance within a reasonable grace period despite being prompted to do so,
- b) if, after conclusion of the contract, unfavourable circumstances concerning the creditworthiness of the customer or the customer's economic situation come to light and the customer refuses our request to render an advance payment,
- c) insofar as permitted by law, if restructuring or insolvency proceedings or proceedings with equivalent effects are applied for/commenced in respect of the assets of the customer or if the commencement of such proceedings is rejected owing to a lack of sufficient assets,
- d) if a material change in the customer's corporate circumstances takes place which, for plausible reasons, makes a continuation of the contract in question unreasonable for voestalpine, or
- e) if, during the term of a supply agreement, technical, legal or economic framework conditions change in such a negative way as to make it unacceptable for voestalpine to adhere to said supply agreement (disturbed equivalence between deliverables and consideration).

10.2. No claims shall be assertable against voestalpine on the basis of such a withdrawal declaration pursuant to subclause 10.1. voestalpine shall, however, be entitled to claim compensation from the customer for any damages and disadvantages arising in instances pursuant to subclauses 10.1. a through d.

11. WARRANTY

11.1. voestalpine warrants that the deliveries and/or services are in compliance with the contractually agreed requirements and specifications. voestalpine does not warrant or accept any liability for specific characteristics or the usability of the deliveries and/or services for a specific purpose other than those explicitly agreed to in written by voestalpine. No warranty cover is provided, if the defect is due to normal wear and tear, improper storage or use, inadequate maintenance, unusual environmental influences or transport damages.

11.2. The customer shall, pursuant to § 377 of the German Commercial Code ("HGB"), be obliged to inspect goods following delivery/ goods acceptance and to notify voestalpine within a reasonable period of time in writing of all deficiencies in respect of the deliveries and/or services that were identifiable in the ordinary course of business at the relevant time following their delivery. Transport damage and obvious, visible damage as well as quantity discrepancies must be promptly reported in writing, though at the latest within 7 working days following delivery. Defects which were not apparent even upon careful inspection following handover (hidden defects) must be reported by the customer within a reasonable period of time after they become recognisable, at the latest, though, within the warranty period, subject to immediate cessation of any processing or treatment. The notice of defects must provide precise specification.

Goods shall be deemed to have been approved absent a notice of defect or failure to provide such a notice in a timely manner.

11.3. The customer shall in the event of complaints, immediately provide us with an opportunity to inspect the goods deemed to be non-compliant; upon request, the rejected goods or a sample thereof shall be made available to us and at our expense. Should said complaints transpire to be unfounded, we reserve the right to charge the customer freight and handling costs as well as the costs of inspection.

11.4. In the case of legitimate defects which have been reported in due time, we shall, taking into consideration the justified interests of the customer, replace the defective deliveries and/or services within a reasonable time period (taking into account production times that are customary in the industry) with deliveries and/or services free of defects to the same extent, or remedy/repair any defects by means of improvement, or make an appropriate price reduction (if necessary also by means of a credit note procedure). If improvement or replacement is not possible or fails, the customer may withdraw from the contract provided that the defect is not a minor one.

11.5. The warranty period in the event of defective delivery shall expire 12 months after delivery. This shall be without prejudice to the statutory warranty periods for goods that have been used for a building in accordance with their customary mode of use and have caused it to be defective.

11.6. The customer's rights of recourse against us pursuant to § 478 BGB shall be limited to the statutory scope of third-party claims for defects asserted against the customer and shall require that the customer has complied with its obligation to notify us of defects pursuant to § 377 HGB.

12. LIABILITY LIMITATION

12.1. voestalpine shall be liable in accordance with statutory provisions in the event of a breach of contractual and non-contractual obligations, insofar as nothing to the contrary is stipulated by these terms and conditions as well as by the following provisions.

12.2. voestalpine shall be liable for compensation of damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence. In the case of simple negligence, voestalpine shall only be liable, subject to statutory limitations of liability (e.g. due care in own affairs; immaterial breach of duty), only

a) for damages resulting from injury to life, body or health,

b) for damages arising from the infringement of a material contractual obligation (an obligation whose fulfilment constitutes a prerequisite for the proper performance of the contract and on whose observance

the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for foreseeable, typically-occurring damage.

12.3. The liability limitations stipulated in Para. 2 shall also apply to third parties and to breaches of obligations by persons (also in their favour) for whose culpability voestalpine is responsible according to statutory provisions. They shall not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been provided and for claims under the Product Liability Act.

12.4. The customer shall only be entitled to withdraw or terminate due to a breach of obligation that does not comprise a defect, in the case that voestalpine is responsible for said breach. A free right of termination on the part of the buyer (in particular according to §§ 650, 648 BGB) shall be excluded. Statutory requirements and legal consequences shall apply in all other respects.

13. NON-DISCLOSURE

13.1. The following shall be applicable provided that a separate confidentiality agreement has not been concluded between the contracting parties:

The customer shall, throughout the entire term of the contract and for 5 years following its termination, maintain strict confidentiality in respect of all information of which it becomes aware in the course of the performance of the contract or which is provided to it by voestalpine in oral, written or electronic form, such as all technical, commercial and/or business information, including pricing and payment terms, formulae and product compositions, ideas, designs, electronically recorded data and product samples, etc., - hereinafter referred to collectively as "Information". - not render said information accessible to third parties without the prior written consent of voestalpine and not use said information (even in part) for purposes other than those stipulated in the contract/commission.

13.2. This obligation shall not apply to information which

- a.) is already known or generally accessible to the general public at the time of disclosure to the customer,
- b.) was already in the customer's lawful possession at the time of disclosure and not subject to any confidentiality obligation,
- c.) the customer has received from a third party which was lawfully entitled to disclose it without restriction, or
- d.) has been independently developed by the customer without basing it on, or relying upon the disclosing party's information.

13.3. Any advertising measures or reference agreements shall in any event require the prior written agreement of both parties.

13.4. To the extent that voestalpine provides the customer with or makes available information pursuant to Para. 1 of clause 13, voestalpine shall expressly reserve all rights, in particular intellectual property rights (including intellectual property rights, copyrights/trademarks and utility model rights, etc.) to such information and, in the absence of an express agreement to the contrary, no licence transfer or other permission to use shall be associated with said provision/access.

13.4. Regarding the protection of commercially-sensitive information and data (e.g. technical and commercial know-how meriting protection) as well as in connection with any existing confidentiality obligations on the part of voestalpine vis-à-vis third parties, voestalpine shall to this end expressly reserve the right to limit the exercise of any contractually agreed audit rights or rights to inspect company

documents to the extent necessary in this regard in accordance with the type, content, scope and person of the auditor. Audits/inspections shall only be possible following corresponding written advance notice (at least 14 working days) and agreement of an appointment with voestalpine during normal business hours. In this regard, we expressly draw your attention to the applicability of the visitor and safety regulations in force on the respective premises. Audits/inspections may under no circumstances disturb or interrupt the production process or cause safety risks. Any information of any kind that becomes known to the customer or the auditor in the course of said audits/inspections shall be treated as strictly confidential and used exclusively for the respective contractual purposes. The customer shall bear the costs incurred in connection with any audits or inspections.

14. DATA PROTECTION

14.1. Information relevant under data protection law, in particular personal data, obtained by voestalpine or an affiliated company in the course of its business activities, shall be processed exclusively in accordance with the correspondingly applicable provisions of data protection legislation (aided by automation) and used exclusively to fulfil voestalpines' corresponding contractual and legal obligations in connection with the concrete business relationship with the customer.

Further details are contained in voestalpine 's privacy policy, which is viewable at <https://www.voestalpine.com/wiretechnology/de/datenschutz/>.

15. COMPLIANCE

15.1. The principles and guidelines for sustainable, ethical/moral and legal behaviour in business life which are defined in the "Voestalpine AG Code of Conduct" as well as in the "Code of Conduct for voestalpine Business Partners" that is based on the former can be viewed, as most recently amended at the internet address <https://www.voestalpine.com/group/de/konzern/compliance/verhaltenskodex-fuer-voestalpine-geschaeftpartner/> and are expressly acknowledged and accepted by the customer.

15.2. In the event that the customer violates any provision of the Code of Conduct for voestalpine Business Partners, voestalpine shall be entitled to terminate the contract with the customer immediately and to claim damages.

16. EXPORT CONTROL

16.1. Our deliveries and services shall be undertaken subject to the provision, that there are no obstacles to said performance due to national or international regulations, in particular export control regulations as well as embargos or other sanctions. In such a case, voestalpine shall be entitled to withdraw from the contract immediately, whereby mutual claims for damages shall be excluded.

16.2. The customer undertakes not to resell products to third parties which it has grounds to believe will disregard or circumvent such stipulations.

16.3. The customer undertakes not to allow the goods, either directly or indirectly, to be used in a manner connected with the development, manufacture, handling, operation, maintenance, delivery, detection, identification or dissemination of chemical, biological or nuclear weapons and their delivery systems, unless it is in possession of the appropriate official authorisations.

16.4. The customer shall bear full liability for any damage incurred by us as a consequence of the customer's culpable non-compliance with European, Austrian or US (re-)export regulations and shall indemnify us against any liability vis-à-vis third parties.

16.5. Our offers (contract, order confirmation) and the performance of the contract shall be subject to the granting by the competent authorities of export or shipment licences or other foreign trade licences or approvals which may be required, as well as an absence of other legal obstacles based on export control regulations that must be observed by us as exporter or shipper or by one of our suppliers.

17. PROOF OF EXPORT

17.1. If a customer which is domiciled outside of the Federal Republic of Germany (external customer) or its agent collects goods or forwards them to the external territory, the customer shall provide us with proof of export required for tax purposes. If this proof is not provided, the customer shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany from the invoice amount.

18. APPLICABLE LAW & JURISDICTION

18.1. German substantive law shall apply exclusively, with the exclusion of its standards in respect of reference and conflict of laws and with the exclusion of the "United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980".

18.2. Place of jurisdiction for all disputes shall be the location of the registered office of voestalpine. voestalpine shall also be entitled to commence legal action against the customer at any other admissible place of jurisdiction.

18.3. Should the customer's official registered office be located outside of the territory of the European Union, Switzerland, Iceland or Norway, any dispute that should arise and which cannot be settled by amicable agreement shall be finally settled in accordance with the Rules of Arbitration of the German Institution of Arbitration (DIS), with exclusion of the customary legal process courts. The place of arbitration shall be Berlin. The language of arbitration shall be German.

19. MISCELLANEOUS

19.1. Should individual provisions of these Business Terms and Conditions be, or become invalid or unenforceable in whole or in part, this shall not affect the legal validity or enforceability of all other business provisions. The contracting parties shall replace the legally invalid or unenforceable provision with a valid and enforceable provision which comes as close as possible to the legally invalid or unenforceable provision in terms of content and purpose.

19.2. Assignments of receivables by the customer shall only be permissible with the express written consent of voestalpine.