

GENERAL TERMS OF SALE AND DELIVERY of voestalpine Wire Germany GmbH

1. SCOPE OF APPLICATION

These General Conditions shall apply, in so far as the parties to the contract have not specifically agreed otherwise in writing, to all further orders as well, even if no reference is made to it. Different purchase conditions are not binding for us, even if we have not contradicted them.

2. ACCEPTANCE OF ORDERS

All orders require our written confirmation in order to be binding. Subsequent alterations or deletions to orders already confirmed also require our written agreement. Notifications by FAX or Telex fulfil the requirement of written notification.

3. DELIVERY PERIOD

In the event of a delay in delivery, we are to be granted an extension of at least 2 weeks. We shall not be liable in any way during the period of this extension.

We shall also not be liable for exceeding the delivery period if the delay is due to strikes or force majeure. We are not obliged to carry out the deliveries for the duration and to the extent of the restrictions necessarily arising there from and this shall not invalidate the transaction concerned.

4. DISPATCH AND ASSUMPTION OF RISK

In so far as no special agreements have been made, the dispatch shall take place and your interests will be safeguarded as per the INCOTERMS 2010.

The measurements and/or weights determined in our workshops or in contractors' premises shall apply for calculation purposes, taking into account the usual tolerances. Over- and under-delivery up to 10% of the ordered weight is deemed to conform to trade usage.

In the event of transport loss or damage occurring in connection with road freight, the recipient must immediately ask the driver to prepare a description, must send written notification of the damage to the freight forwarder straightaway and inform us without delay; in the case of rail freight, the recipient is to prepare a report of the situation.

5. GUARANTEE

Defects must be notified immediately. This notification will be valid only if received by us in writing within the specified time periods: within eight days for apparent defects and within eight days after discovery of hidden defects but within six months of delivery.

Where the complaint about the quality of the delivered goods is justified and if the defect cannot be rectified by us, we will on return of the goods at our option provide either a credit note or free replacement which complies with the agreed delivery conditions.

Further compensation claims of whatsoever nature, in particular liability for costs of additional work, are excluded.

Defects in individual items shall only justify the return of the entire delivery if the nature of the defect renders the entire consignment unusable.

In all cases the return of the goods requires the prior agreement of our

delivery department.

6. COMPENSATION

Except in so far as provided by the product liability law we are only liable for the compensation of those losses that we, or the persons for whom we are responsible, have caused deliberately or by gross negligence. Compensation for consequential loss is excluded.

7. PRICES

The current list prices at each respective delivery date shall apply unless fixed prices have specifically agreed.

8. DELAY IN PAYMENT

If payment is delayed our own interest charges relating to working balances will be added to the invoiced amount. Guarantee claims which are not accepted only justify the withholding of a payment to the extent appropriate to the actual no fulfilment.

9. PROPERTY RIGHTS

All delivered goods remain our property until complete payment has been made.

10. PLACE OF PERFORMANCE

The place of performance of all deliveries is the head office of the delivery department. If this is not identical to the location of the delivery department, the respective distribution location shall apply. The place of performance of payment is Finsterwalde.

11. PLACE OF JURISDICTION

For all disputes arising from this contract, which the Jurisdiction of the Court in accordance with subchapter 12 is omitted. The exclusive place of jurisdiction will be the Court responsible for Finsterwalde. German domestic law applies to all contracts and disputes as agreed, the CISG is excluded.

12. ARBITRATION FOR EXPORT DELIVERIES TO FOREIGN COMPANIES:

All legal disputes arising from this contract are subject to the exclusion of the ordinary legal channels and are decided by arbitration under the rules of the German institution for arbitration e.V. - DIS-.

The arbitration is according to the provisions of the ZPO (code of procedure) and the rules of the DIS, with the exclusion of § 24 para 1 sentence 2 of the DIS rules of arbitration which are not applicable.

Berlin is the place of the Arbitration Court and the German language will be used.

The Arbitral tribunal will consist of three impartial arbitrators.