

## GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES

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Unless the parties agree otherwise in writing, the following general terms and conditions will apply exclusively to the sale of products and services.

### 1. Scope of Application

1.1 The buyer (hereinafter referred to as the "Buyer") and the Supplier (hereinafter referred to as the "Supplier") express their agreement on the General Terms and Conditions for the Sale of Products and Services stipulated or referred to in the present (hereinafter referred to as "TCG") regarding all - and also future - inquiries, purchase orders, purchases and other transactions and services for the supply of products and services. These GTC will also apply even if their application has not been expressly and explicitly agreed.

1.2 Supplier acknowledges that Buyer hereby rejects Supplier's general terms and conditions of business, as well as any other terms and conditions of Supplier that may be included in order confirmations or other commercial paper. In particular, the delivery or acceptance of products or services or their payment will not constitute an approval of the different terms and conditions of the GTC but will be considered definitive proof of acceptance of these GTC by the Provider.

1.3 Any agreement on terms and conditions that vary from the GTC will be valid only if the buyer expressly confirms its agreement in writing.

1.4 In the event of any inconsistency between the individual elements of the contract between the Buyer and the Supplier, the following documents shall take precedence in the following order: a. the buyer's purchase order (hereinafter referred to as "Order"); b. the annexes to the Order; c. the TCGs.

1.5 Neither the Order nor the contract nor the GTC will restrict any legal claim that the Buyer may have. References to legal claims under specific Sections of these GTC shall not be construed as waiving or limiting Buyer's legal claims under other Sections; Buyer's rights and remedies under the GTC are in addition to any rights and remedies provided by law and are non-exclusive.

### 2. Termination or cancellation of the Contract

2.1 The contract between Buyer and Supplier shall be considered terminated only when Buyer has placed an Order in writing which must be confirmed by Supplier to Buyer in writing within two weeks of receipt; otherwise, the buyer is entitled to cancel the Order without incurring any liability of any nature against the Supplier. Only those Orders (including, without limitation, as well as modifications and supplements thereof) duly signed, issued in writing on the Buyer's order forms are binding. Verbal agreements must be confirmed by Buyer in writing to be effective.

2.2 The Buyer shall not be bound by any variation or addition made by the Supplier to the order confirmation.

2.3 The purpose of any correspondence is to indicate the full order number, as well as any reference data and the date(s) of any previous correspondence. Concerns should be directed exclusively to the Buyer's representative.

2.4 The Supplier may not cancel the contract except for just cause. Notwithstanding any other provision under these GTC which shall prevail, Buyer is entitled to cancel the contract in whole or in part by giving written notice to Supplier at any time prior to the Delivery Date (as defined below) in which In

such event, the Buyer's sole responsibility shall be to pay the Supplier fair and reasonable compensation for work in progress at the time of cancellation, but such compensation shall not include lost profits (whether direct or indirect and whether current or advanced) or any consequential or consequent.

**2.5** Except as otherwise agreed in writing, the agreed price shall include all supplies and services necessary to achieve the agreed objective, even if these supplies and services are not stipulated in the Buyer's application, technical documents, the Order or in other documents.

**2.6** Buyer may at any time make written changes to the Order, including changes to drawings, shipping methods, quantities, packaging, or time or place of delivery. If such modifications cause an increase in the cost of performance of the contract or the time necessary to perform it, the Supplier may file a claim for an equitable adjustment to the price, delivery schedule, or both within a period of 10 days against the receipt of Buyer's change request. Any such claim or adjustment may be approved in writing by Buyer without regard to any prior implementation of such modification upon Buyer's request.

### **3. Delivery**

**3.1** We issue an order confirmation, an offer or other declarations or undertakings and assume the delivery and performance obligations resulting therefrom subject to the express reservation or the express condition of the timely and sufficient supply by our manufacturers and suppliers with the resources (in particular alloys, graphite electrodes, refractories, gas, electricity, fuels, etc.) required for the fulfilment of the offer (hereinafter also jointly referred to as "Resource Impairment").

If a Resource Impairment causes a permanent, temporary impossibility, substantial hardship or delay due to circumstances beyond our control, we shall not be in breach of contract or otherwise liable for any non-performance or delay, provided that we have notified the Customer in writing (e-mail sufficient) of the circumstances as soon as reasonably practicable and of the anticipated or possible duration of the effect on the performance of our delivery and service obligations.

If the parties do not agree otherwise within a reasonable period of time, our corresponding obligations shall be suspended and the delivery periods and/or dates for the fulfilment of our delivery and performance obligations shall be extended by the duration of the temporary impossibility, substantial impediment or delay. If the Resource Impairment prevents, hinders or delays the performance of our delivery and service obligations for more than two weeks beyond the aforementioned extension, either party shall be entitled to withdraw from or terminate the contract in whole or in part. In this case, the parties shall reverse all services rendered to date to the exclusion of further claims of any kind and, in particular, the customer shall be reimbursed immediately for any consideration already rendered.

**3.2** The periods and delivery dates stipulated in the Order (hereinafter referred to as "Delivery Date") are binding. The timely fulfillment of the delivery periods and the Delivery Date is determined by the date of receipt of the products and services and the required documentation (such as technical, shipping and test documentation or safety technical data sheets), entirely by the Buyer. Deliveries that deviate from the Delivery Date or partial deliveries are admissible only if the buyer has given his prior consent.

**3.3** Buyer and Supplier hereby agree to apply the Order price, transfer risk and customs duties in accordance with Incoterms 2010 for products and services to the agreed place of destination within the European Union DAP (Delivered To Place), outside the European Union DDP (Delivery Duty Paid). The buyer will accept the billing of the packaging costs only if they are explicitly agreed.

**3.4** If the Supplier is in charge of the set-up or installation and unless otherwise agreed, the Supplier will bear all the necessary incidental costs, in particular, travel expenses, supply of tools, insurance and daily expenses.

**3.5** The Supplier must notify in writing in a timely manner before the arrival of the products. Returns will be made at the Supplier's risk and expense. The products will be properly packed in the usual packaging and protected against any harmful influence of any kind. Unless the Buyer has made specific requirements, the marking will be done with the latest technology. Supplier is responsible for complying with all Buyer shipping provisions included in the Order.

**3.6** If the Supplier anticipates that it will have difficulties related to production, the supply of the previously required materials, compliance with the Delivery Date or similar circumstances that could interfere with the Supplier's ability to deliver on time or deliver the agreed quantity or quality, Supplier must immediately notify Buyer. In this case, the purchaser may withdraw from the contract at the time of receipt of this notice without stipulating another deadline and, at the Provider's expense, make a purchase of coverage or exercise any other legal right without stipulating another deadline.

**3.7** In the event of non-compliance with the Delivery Date, even in relation to a single part of the Order, the buyer reserves the right at its sole discretion ipso jure - upon formal notice sent to the Supplier - to either cancel the whole or part of the Order that is still to be delivered or hold the Order by applying any liquidated damages potentially stipulated in the contract.

**3.8** Unconditional acceptance of a delayed product or service does not constitute a waiver of the claims to which the buyer is entitled by reason of the delayed product or service; this applies pending full payment of the amounts owed by the buyer for the product or service in question.

**3.9** The Supplier shall comply with all applicable standards, provisions and other legal requirements relating to the manufacture, packaging and delivery of the products.

**3.10** All products must include a delivery slip in triplicate that specifically clarifies:

- the reference number of the Order,
- the item number of the Order,
- the degree clearly expressed in the Order,
- the profile and dimensions,
- the quality (weight and components),
- the heat number and test references,
- the conventional color stipulated in our Order,
- the gross weight of cargo,
- the Certificate of Origin.

The chemical analysis certificates and the mechanical properties must be attached to the delivery receipt in duplicate. All proof of delivery must be written in the local language of the buyer.

**3.11** The Buyer shall not be deemed to have accepted the Products until it has had 30 days, or such other period specified in the Order, to inspect them after delivery. Without prejudice to any other rights provided to the Buyer, any latent defect in the merchandise can be notified at any time during the warranty period.

#### **4. Prices, Invoices and Payment Terms**

**4.1** The prices established in the Order will be fixed net prices invariable until the total fulfillment of the Order and will not be subject to any price escalation or price change whatsoever.

**4.2** Invoices for products and services will refer to the order number of the Order. If not provided in the Order, the payment terms will begin (i) once the delivery or service has been completed under contractually acceptable conditions and (ii) on the date of receipt of the correct invoice, whichever is later. The invoices corresponding to each delivery will be made in pdf or if so requested by the buyer, in the number of originals requested and delivered by mail to the buyer's address.

**4.3** Any invoice that does not comply with these instructions will be returned to the Supplier with the risk of extension of the due date of payment of the invoices. Such invoices shall be drawn up in the local language.

**4.4** Claims relating to the products or services entitle the buyer to retain any payment due in full.

## **5. Transfer of Ownership**

The transfer of ownership occurs simultaneously with the anticipated transfer in accordance with the agreed INCOTERMS 2010. A reservation of property rights of the Provider shall be excluded.

## **6. Warranty**

**6.1** The Supplier guarantees, declares and commits to the Buyer that the products and services will be free from defects in design, material and workmanship; shall correspond in all respects to the Order, any specifications, drawings, samples or descriptions supplied (to the extent that they contain parts and components that according to the specifications must be identical, they will contain parts and components that will be interchangeable and the mating surfaces of all replacement parts and components shall be finished in conformance with any tolerances stipulated in the specification); be of satisfactory quality within the meaning of applicable law, at least of state-of-the-art quality at the time and place of delivery; be fit for the purpose made known or available to Supplier either in writing or orally on or before the date of the Order; they will be complete and fully operational and will be delivered with all their parts (and also those parts and usual security devices that are not specified in the Order but that are required for the correct functioning of the products or services); will comply with all statutory requirements, regulations, and voluntary codes of conduct relating to products and services and their sale and supply; they will be formulated, designed, constructed, finished and packaged in such a way that they are safe and do not represent a risk to health.

**6.2** Without prejudice to any rights or remedies of the Buyer (whether express or implied), for a period of 24 months from the date of delivery, in respect of products or services that are not in accordance with the provisions of 6.1, the Supplier shall, at Buyer's option: replace or repair the products or services free of charge; provide the Buyer with a credit note in the amount of the price of the non-conforming products or services; or comply with any other request selected by Buyer that is made available by law. Likewise, the Supplier will be responsible for any cost and expense incurred or borne by the Buyer as a result of non-conforming products or services, especially transportation, logistics, labor costs, assembly and disassembly costs.

## **7. Responsibility**

**7.1** If liquidated damages are awarded, including, without limitation, liquidated damages for non-compliance with contractually agreed performance parameters, for late delivery of inputs (incl. documentation), etc., the Buyer may exercise this claim while it is pending payment of the invoice for the non-conforming products or services without the need to reserve this right against the delivery of the products and services. The execution of a damage that exceeds this amount will not be excluded by it. Payment of liquidated damages will not release Supplier from its performance obligations and any consequential liability. Buyer and Supplier agree that liquidated damages of whatever nature may not be reduced by injunction.

**7.2** The Supplier shall indemnify, hold indemnified and indemnify the Buyer in full and at its request against all damages, liabilities (including tax liability), losses, claims, costs (including execution costs), judgments and expenses that the buyer incurs or direct support or indirectly in any way as a result of the Supplier's breach or failure to perform, or default or delay in performance, or negligent performance of any Supplier's obligations under the contract.

## **8. Third Party Claims**

The Supplier guarantees that the products or services are not subject to any intellectual and industrial property rights, including, without limitation, patents, know-how, registered trademarks, registered designs, utility models, applications and rights to claim any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent fraud, imitation of unfair competition, copyrights, database rights, and any other rights in any invention, discovery, or process, in each case, in the country of Buyer's location and all other countries in the world and, together with all renewals and extensions, shall hold Buyer harmless from and against all damages, liabilities (including any tax liability), losses, claims, costs (including enforcement costs), judgments and expenses incurred or supported by Buyer.

## **9. Breach of Contract**

**9.1** If the Supplier (including its subcontractors) is found - even through no fault of its own - in breach of its obligations under the Order or these GTC (including non-delivery or late delivery), the Buyer shall have the unrestricted right to withdraw from the contract. in whole or in part, after a single, written, reasonable grace period has been granted (at Buyer's discretion) unless otherwise provided in the Order or otherwise in these GTC. Notwithstanding any other events provided under these GTC or in law where no grace period shall be established, in the event that the Supplier violates the voestalpine Code of Conduct, the Buyer reserves the right to terminate or withdraw from existing contracts without any grace period.

**9.2** Without prejudice to any other remedies of Buyer, if Supplier (including its subcontractors) is in default of its obligations under the Order or these GTC (including non-delivery or late delivery), or Buyer terminates the contract in accordance with Sections 3.5 or 9.1, below, Buyer shall be entitled (but not obligated), whether or not the products are accepted, to: cancel any or all remaining installments if the contract has not been terminated; refuse to accept any subsequent delivery of the products or provision of the services that the Supplier intends to do; and recover from the Supplier reasonable additional expenses incurred by the Buyer in obtaining the products or services in substitution from another supplier.

**9.3** Supplier shall have no claim against Buyer arising from such termination or withdrawal.

## **10. Liens**

**10.1** The Supplier shall not create - nor do anything that could cause the creation of - any lien, fee, lien or any other kind of guarantee on the products and services or any part thereof.

**10.2** The Supplier shall ensure that a similar provision is included in each of its subcontracts.

## **11. Insurance**

**11.1** The Supplier itself must conclude insurance that is necessary for the scope of its products and services. At the written request of the Buyer, the Supplier will deliver to the Buyer all the necessary documents for the verification of valid insurance coverage and authorizes the buyer to obtain information about the insurance policies of the corresponding insurance company.

**11.2** The Supplier is obliged to pay its premiums on time and provide the Buyer with a confirmation issued by its insurance company about the due date of the payment and the payment made.

**11.3** However, this or any other insurance does not limit the Supplier's duties and responsibilities in any way, even if the Buyer does not raise any objections against the insurance policies the Supplier will present them at the Buyer's request.

## **12. Confidentiality and Documentation**

**12.1** The Supplier is obliged to treat all data and information disclosed or made available to it in the course of our business relationship as a business secret. This obligation also extends to the Supplier's employees and subcontractors. It will continue after the termination of the business relationship.

**12.2** Drawings, models, templates, samples and similar items provided by or on behalf of the Buyer remain the property of the Buyer and must not be transferred or made available to unauthorized third parties. The reproduction and use of such elements is only permitted to the extent that this is necessary for the performance of the Order.

**12.3** The Supplier may only promote its business contact to the Buyer after having received the prior written consent of the Buyer.

**12.4** The Buyer reserves all rights to such information (including copyright and the right to apply for industrial property rights, such as patents, utility models, semiconductor protection, etc.). In the event that this is provided to Buyer by third parties, the reservation of rights also applies to the benefit of such third parties.

## **13. Export and Customs Control**

The Supplier shall be obliged to inform the Buyer of any applicable (re-)export permit requirements for the products under the national, European, or American export control law and customs regulations, as well as the control law of exports and the customs provisions of the country of origin of the products.

## **14. Performance of Works**

Persons performing work on Buyer's premises in pursuance of the contract must observe the respective Buyer's provisions. Liability for accidents sustained by such persons on Buyer's premises is excluded except to the extent caused by grossly negligent breach of duties by legal representatives or persons employed by Buyer in the performance of Buyer's duties. Buyer.

## **15. Compliance; voestalpine Code of Conduct**

**15.1** The Supplier must comply with the respective legal provisions that regulate the treatment of employees (particularly with regard to the application of social security, compliance with the applicable regulations for the protection of employees and the laws that regulate the employment of (foreign) persons applicable in the country where the products and services will be manufactured), protection of the environment and health and safety at work. The products or services (inside or outside the buyer's facilities) must be manufactured and, always in accordance with applicable laws (including conformity and CE standards), in compliance with the relevant safety provisions (industrial safety standards) and provisions for accident prevention. The Supplier assumes responsibility for the safety of its personnel (including any other manufacturers that may have been assigned by the Supplier, in particular, its representatives, its subcontractors, carriers) during any activity.

**15.2** In the supply of products and provision of services, the Supplier (and Supplier must ensure the same for its subcontractors) will comply with the laws that regulate the Supplier's activities vis-à-vis the Buyer and will follow the EH&S principles of international laws and regulations, as well as Buyer's currently applicable environmental, health and safety guidelines. This includes that the delivery of the products and services is accompanied by all the pertinent information, warnings, instructions and documentation in relation to the use, handling, storage, operation, consumption, transport and disposal of any product or service or parts of materials, particularly in relation to hazardous materials that will be clearly identified to the Buyer; and shall be free of asbestos, halons, chlorofluorocarbons, and radiation above natural background levels unless otherwise agreed with Buyer.

**15.3** The Supplier is aware that the voestalpine company is committed to the voestalpine Code of Conduct for Business Partners stipulated below (also available at together with this document and confirm that you understand and will comply with the voestalpine Code of Conduct for Business Partners and the values established therein.

## **16.Various**

**16.1** The place of performance will be the destination mentioned in the Order. The foregoing will apply to the Supplier in relation to any offer, service and payment, whether or not an individual agreement has been reached on the place of deliveries, services or payment of transport costs.

**16.2** The requirement to submit communications in writing will also be considered fulfilled if they are sent by remote data transmission or fax.

**16.3** Any amendment and/or modification of the contract must be made exclusively in writing.

**16.4** The invalidity, illegality, or unenforceability of any provision of these GTC will not affect the other provisions of the GTC or the Order. In the event of the invalidity or unenforceability of any provision of these GTC, it will be deemed to have been superseded by a provision that most closely reflects the original intent of the parties.

**16.5** The contract shall be governed by and construed in accordance with the substantive law applicable to the relevant registered office of the Buyer, without giving effect to the UN Sales Convention (CIS) and the conflict of laws of private international law.

**16.6** Place of jurisdiction for all disputes arising out of or in connection with the Order shall be exclusively either the court with subject matter jurisdiction for Buyer's location or, solely at Buyer's discretion, the court with subject matter jurisdiction. for the Provider's location.

## voestalpine Business Partner Code of Conduct

This Code of Conduct defines the principles and requirements that voestalpine imposes on its suppliers of products and services and on business intermediaries, advisers and consultants and other business partners. These principles and requirements are based on the voestalpine Code of Conduct and the principles stipulated in the UN Global Compact.

- Compliance with legal regulations

- » The Business Partner undertakes to comply with the legal regulations of the applicable legal system(s).

- Fair Competition

- » The Business Partner undertakes not to limit free competition and not to violate national and international antitrust legal regulations.

- Prohibition on active or passive corruption/prohibition on giving benefits (eg gifts) to employees

- » The Business Partner agrees that it will not tolerate any form of active corruption (offer and granting of benefits; bribes or passive corruption (ask for and acceptance of benefits), nor will it contribute to such conduct in any way.

- » The Business Partner agrees not to offer gifts or other personal benefits (for example, entertainment) to voestalpine employees or their close family members, when the full value of such benefits and the specific circumstances give the impression that they are expected in return a particular action by the receiver. Whether or not this is the case will depend on the specific circumstances of the particular case.

- » In any case, gifts of minimal value and hospitality that falls within the range of what is customary in commercial practice will be allowed.

- » In addition, the Business Partner agrees to offer normal market prices to employees who purchase products or services for their personal use, and/or that it will only provide discounts or other price reductions if they are offered to all voestalpine employees.

- Respect and Integrity

- » The Business Partner hereby undertakes to respect and comply with human rights as fundamental values based on the European Convention on Human Rights and the United Nations Statute. In particular, this applies to prohibitions on child and forced labor, equal treatment of all employees, and the right to employee representation and collective bargaining.

- » The Business Partner also agrees to assume responsibility for the health and safety of its employees.

- Supply chain

- » The Business Partner will adequately promote that its business partners comply with the content of this Code of Conduct.