

**voestalpine High Performance Metals Hungary Kft.
GENERAL TERMS AND CONDITIONS OF DELIVERY**

1. Introduction

These terms and conditions form integral parts of the offers, order confirmations and contracts relating to the services and deliveries of goods of **voestalpine High Performance Metals Hungary Kft.** (hereinafter referred to as: voestalpine High Performance Metals Hungary Kft. or Service Provider). Client's own contractual terms and conditions disclosed in the order or any other way shall be valid exclusively upon the expressed written approval of voestalpine High Performance Metals Hungary Kft.

2. Conclusion of contracts

Unless otherwise expressly provided, the offer of voestalpine High Performance Metals Hungary Kft. shall be valid for 30 days following its sending. Voestalpine High Performance Metals Hungary Kft. shall be entitled to withdraw its offer until the receipt of its acceptance (order) by Client. Voestalpine High Performance Metals Hungary Kft. deems valid only the following forms of ordering from Client/Buyer: fax, email or in the case of a personally placed order, a purchase order and/or delivery note with stamp and authorised signature or any of the following forms used by Service Provider: MF-47 Heat treatment purchase order, MF-55 Coating service purchase order and MF-56 Coating service purchase order. In the case of Böhler steel, Uddeholm steel, Processing and Welding divisions the contract is concluded between the parties upon the sending of a separate written order confirmation by voestalpine High Performance Metals Hungary Kft. In the case of Heat treatment and Coating divisions, the contract is validly concluded between the parties without order confirmation; in such a case the invoice shall be deemed the confirmation of the order. The settlement of the invoice is an indispensable and essential condition of the performance of the service (starting the performance).

3. Specification

The service shall conform with the specification in compliance with parties' agreement (confirmed order). The communications in the manufacturing information, manuals, on the website, in the price lists or similar materials are informative and Service Provider shall be bound thereby only if Service Provider referred to such communications as mandatory in its offer or order confirmation.

Price-related information is included in the current contract, offer or order confirmation.

4. Performance

Unless expressly agreed otherwise, the performance deadline shall be the date when Service Provider reports the completion of the service (goods). If no performance deadline is agreed on, Service Provider may perform based on its current capacities.

Unless agreed otherwise, the services shall be handed over at Service Provider's registered office located at Dunaharaszti (Hungary), Jedlik Ányos u. 25. by loading onto the transport equipment provided by Client or at its expense. Any claim (delivery) different therefrom shall be indicated by Client upon ordering; Service Provider satisfies such claim – if applicable – for separate remuneration. Voestalpine High Performance Metals Hungary Kft. keeps the goods not taken over and not delivered by Client within 5 days following the preparation of the notification of completion at Client's cost (daily storage fee: 0.12% of the service price) and risk, and delivers to Client at Client's cost. In the case of Client's delay exceeding 10 days, Service Provider shall be entitled to unilaterally terminate the given contract (order) and demand the reimbursement of its incurred damages from Client.

Voestalpine High Performance Metals Hungary Kft. shall not be responsible for direct or indirect damages and consequences resulting from Client's delay.

4.1 Client is familiar with (i) Council Regulation (EU) No. 961/2010 on restrictive measures against Iran and repealing Regulation (EC) No. 423/2007, (ii) Iran sanctions act of 1996 modified by US Comprehensive Iran sanctions, accountability and divestment act of 2010, (iii) similar regulations and legal provisions valid in relation thereto in countries worldwide and (iv) the policy of our company group relating to the prevention of delivering our products for the oil and gas industry of the Islamic Republic of Iran, and Syria (hereinafter jointly referred as: Regulations). Client shall be obliged to fully comply with such Regulations irrespective of the fact whether they are applicable to Client, and (i) Client shall not deliver the products to Iran or Syria and shall not sell them to persons that would do so to Client's knowledge, and (ii) shall not circumvent this provision in any other way.

5. Qualitative defect, quantitative difference

Contractual, correct performance shall be certified by Client by signing a copy of the invoice in the case of personal delivery, by signing a copy of the delivery note in the case of delivery by the carrier of voestalpine High Performance Metals Hungary Kft., and by signing a copy of the invoice in the case of cash on delivery. The performance shall be deemed defective only if it does not comply with the specification set out in Section 3. Unless expressly agreed by parties in writing, voestalpine High Performance Metals Hungary Kft. shall not be responsible for the suitability, adequacy and quality of the service with regard to the given purpose. In the case of services marked "as is" or similarly, quality-related complaints or claims are excluded.

Client shall communicate in writing any defect or slight quantitative or dimensional difference of the service within one week following the performance, and defects reasonably unrecognisable upon performance within two weeks following their detection, but no later than 6 months following the performance. Voestalpine High Performance Metals Hungary Kft. reserves the right to round up the numbers to whole kg on the invoice if necessary. Service Provider shall not be obliged to remedy defects or pay any compensation in the case of late complaints made after the expiry of the deadline, with the exception of cases specified in binding legislations.

In the case of the defect or slight quantitative or dimensional difference of the service and the timely report thereof in compliance with the above, Service Provider – upon its own choice – repairs the defect or delivers a new and faultless replacement product (service) and delivers the missing quantity to the agreed place of destination, upon its own cost and within a reasonable period of time. Service Provider shall be entitled to give a discount – a refund if the payment has already been performed – instead of the aforementioned measures which appropriately remedies the defect or the quantitative deficiency. The refund is interest-free, not including its unjustified delay. Client shall be obliged to return the faulty item or service at the agreed place of destination before the replacement product or the discount or the refund has been provided. In the case of heat treatment and coating, voestalpine High Performance Metals Hungary Kft. has a limited responsibility with regard to the objective risk of the technology and the characteristics of the processed materials that are unrecognisable and cannot be checked with absolute certainty: in the case of heat treatment, exclusively to the extent of the value of the raw material used for the given tool that is verified by an invoice; in the case of coating – if the coated products

cannot be used due to the defect or their repair is technically impossible – to the extent of the value of the coating service. Upon ordering, Client expressly acknowledges and accepts the above provision, as well as the fact that the benefit of payment by transfer (deferred payment) compensates for the previous limitation.

Unless expressly agreed otherwise, Client shall not be entitled to enforce any other claim in relation to the defect or quantitative deficiency of the goods and services beyond those specified in this section.

6. Force majeure

With the exception of the performance of payment, neither party shall be responsible for the late performance of its obligation or failure to perform if the delay or failure is attributable to reasons or circumstances independent of the parties (and beyond their reasonable control), such as wars, fire, natural disasters, rejection of an official permit. Such delay or failure shall not be deemed a breach of contract, and the performance deadline shall be extended with the period of the aforementioned obstacles. If such a delay or failure lasts longer than 3 months, either party shall be entitled to withdraw from the contract and the order or terminate the contract with regard to the non-performed part. In such a case, neither of the parties shall be entitled to enforce additional claims, but the consideration of the undelivered and already paid goods shall be returned, and Service Provider shall pay the monetary consideration of the already performed services to Client.

7. In the case of the provision of goods, the ownership of the ordered items shall transfer to Client on the day of the full payment of the consideration of the items.

8. Payment

Unless specified otherwise, the agreed price does not include the value-added tax. Unless agreed otherwise regarding the payment conditions or conditions on the default interest, (i) the payment deadline shall expire on the 8th day following the issue of the invoice, and (ii) starting from the due date of the invoice, the extent of the default interest shall equal to the current short-term credit interest applied by the general account-holding bank of voestalpine High Performance Metals Hungary Kft. + 4% annually or the current default interest specified in the legislation, whichever is higher. In the case of Client's previous late payment, voestalpine High Performance Metals Hungary Kft. reserves the right to perform against concurrent cash payment or pre-payment. Any complaint relating to the defect or quantitative deficiency of the goods or services shall not entitle Client to withhold the due remuneration.

The act on money laundering obliges Service Provider to conduct customer due diligence. Based thereon, Client, as well as its representative and beneficial owner will be identified upon the conclusion of this contract. According to the regulations set out in the money laundering act, during the period of contractual relationship Client shall notify Service Provider about the changes in data recorded during customer due diligence within no later than 5 (i.e. five) business days. During identification, Client provides the data to be recorded by filling out the data sheet, presenting the documents containing the data and giving its consent to Client to make a copy of the documents containing the data to be recorded.

9. Code of Conduct and IT provisions

Client obliges itself to fully comply with the code of conduct and the relevant provisions of the IT policy of voestalpine High Performance Metals Hungary Kft. as a member of voestalpine company group.

The code of conduct and the IT policy are available at and downloadable from the www.voestalpine.com/hpm website, under Quality/Downloads menu item.

10. Completeness of the contract

This contract and its written annexes (e.g. order confirmation, specification) contain the whole agreement made between the parties. Each previous or parallel written or oral agreement, commitment, promise or conciliation shall become invalid with regard to the goods specified in the contract upon the conclusion of this contract.

11. Applicable law

This contract shall be governed by the Hungarian law, in particular the provisions of the Hungarian Civil Code.

13. General limitation of liability

Unless expressly specified otherwise in this GTC or expressly agreed otherwise by the parties, voestalpine High Performance Metals Hungary Kft. shall not be responsible under any circumstances for – including product liability after 3 years – any collateral, indirect or consequential damage, including but not limited to lost profit, interruption in production, production loss or the damage incurred by Client's customer. Client acknowledges and accepts the above provision, as well as the fact that the benefit of payment by transfer (deferred payment) compensates for the previous limitation.

This provision shall not be applicable to wilful or gross negligence.

Parties agree that claims resulting from this contractual relationship shall lapse in 3 years.

Parties agree that their contractual legal relationship shall be governed by the Hungarian law, and they appoint the competence of the Hungarian courts regarding legal disputes resulting therefrom.

The above provisions shall be in effect from 1 October 2018 until withdrawn. At the same time, conditions published on 9 December 2013 shall become ineffective.

voestalpine High Performance Metals Hungary Kft.